



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, July 16, 2024
6:00 PM
130 South McKinley Avenue

Zo Hubbard, Mayor
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3
David Crespin, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

You may join in person or join remotely by clicking on:
<https://global.gotomeeting.com/join/353347597>

Call to Order

Pledge of Allegiance

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 Hubbard

Approval of Agenda

Review of Accounts Payables

a. July 16, 2024 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. July 2, 2024 City Council Meeting Minutes

b. AM 2024-114 Approving Public Works Wastewater Sewer Service Agreement with Luciano Tinajero, Emilia Elvira Munoz Cordero, Judith Vasquez, and Ma Patricia Anaya Rios

c. AM 2024-115 Approving the Intergovernmental Agreement ("IGA") with Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder Concerning the Administration of the November 5, 2024, Coordinated Election with the City of Fort Lupton and Designating Maricela Peña as the Election Official for the City

d. AM 2024-117 Approve a Resolution Establishing the Cybersecurity Maturity Model Certification to Protect the City's Confidential Information Systems

e. AM 2024-118 Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Youth Advisory Committee for a Term Beginning August 1, 2024 and Ending August 31, 2025 and Designating the City Liaison and Ex-Officio for the Committee

f. AM 2024-119 Adopting a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the Lancaster Crossing Annexation Submitted by Baessler Development, LLC as the Representative for Thermo Farms General Partnership, LLC and Setting the Public Hearing for September 3, 2024

g. AM 2024-120 Adopting a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the Silver Lining Annexation

Submitted by Silver Lining Investment Group and Setting the Public Hearing for
September 3, 2024

- h. AM 2024-122 Authorize the Mayor to Execute an Agreement for the Sale of NISP to Fort Collins-Loveland Water District and the Related Petition to Northern for a Decrease of Fort Lupton Participation

Information Memorandum

- a. IM 2024-015 Presentation of Final Determination of Petition Sufficiency, to Amend Ordinance No. 2021-1127 to Allow for the Operation of Marijuana Cultivation Facilitates, Products Manufacturing Facilities, Research and Development Facilities, Centralized Distribution Permits, and Off-Premises Storage Facility Permits
- b. IM 2024-016 Presentation of Final Determination of Petition Sufficiency, To Enact a New Wholesale Marijuana Excise Tax on the Sale or Transfer of Unprocessed Retail Marijuana by a Licensed Cultivation Facility
- c. IM 2024-014 Library Director Opening

Action Memorandum

- a. AM 2024-116 Authorizing the Disposal of Unusable Vehicles, Equipment and Miscellaneous Items
- b. AM 2024-121 Adopting an Ordinance Specific Provision of Chapter 19 Metropolitan Districts, Article I General Provisions, Section 19-5 Procedures of the Fort Lupton Municipal Code

Staff Reports

Mayor/Council Reports

Future City Events

- a. July 16, 2024 Upcoming Events

Upcoming Meetings

- a. July 30, 2024 Town Hall Meeting and City Council Special Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 6, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 13, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 20, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Check Report

City of Fort Lupton

By Check Number

Date Range: 07/03/2024 - 07/16/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
000031	ADAMSON POLICE PRODUCTS	07/09/2024	Regular	0.00	1,040.45	102762
INV415691	Invoice	06/01/2024	GF-UNIFORMS (GUSSMAN) -PD	0.00	12.51	
INV415701	Invoice	06/01/2024	GF-UNIFORMS-PD	0.00	62.99	
INV415746	Invoice	06/01/2024	GF-UNIFORMS-PD	0.00	115.10	
INV415748	Invoice	06/01/2024	GF-UNIFORMS-PD	0.00	119.60	
INV415892	Invoice	06/03/2024	GF-UNIFORMS- (VASQUEZ)PD	0.00	22.45	
INV416349	Invoice	06/11/2024	GF-UNIFORMS-PD	0.00	63.00	
INV416350	Invoice	06/11/2024	GF-UNIFORMS-PD	0.00	58.45	
INV416361	Invoice	06/11/2024	GF-UNIFORMS-PD	0.00	53.95	
INV416363	Invoice	06/11/2024	GF-UNIFORMS-PD	0.00	53.95	
INV416585	Invoice	06/14/2024	GF-UNIFORMS (CARNES)-PD	0.00	61.15	
INV416586	Invoice	06/14/2024	GF-UNIFORMS-PD	0.00	61.15	
INV416587	Invoice	06/14/2024	GF-UNIFORMS (VASQUEZ) -PD	0.00	180.76	
INV416722	Invoice	06/18/2024	GF-UNIFORMS (GROSSMAN PANTS...	0.00	62.99	
INV416965	Invoice	06/21/2024	GF-UNIFORMS (CARNES)-PD	0.00	58.45	
INV417007	Invoice	06/24/2024	GF-UNIFORMS(CARNES)-PD	0.00	53.95	
002254	ADIDAS AMERICA INC	07/09/2024	Regular	0.00	1,916.14	102763
6160945501	Invoice	06/01/2024	GF-UNIFORMS-FAC	0.00	232.24	
6161300026	Invoice	06/01/2024	GF-WELLNESS BENEFITS-HR	0.00	369.00	
6161329411	Invoice	06/01/2024	GF-WELLNESS BENEFITS-HR	0.00	199.50	
6161380938	Invoice	06/01/2024	GF-WELLNESS BENEFITS-HR	0.00	234.00	
6161455350	Invoice	06/11/2024	GF-WELLNESS BENEFITS-HR	0.00	24.60	
6161466011	Invoice	06/13/2024	GF-WELLNESS BENEFITS-HR	0.00	38.10	
6161491598	Invoice	06/19/2024	GF-WELLNESS BENEFITS-HR	0.00	148.50	
6161501246	Invoice	06/20/2024	GF-WELLNESS BENEFITS-HR	0.00	27.60	
6161510606	Invoice	06/22/2024	GF-WELLNESS BENEFITS-HR	0.00	23.10	
6161523083	Invoice	06/24/2024	GF-MERCHANDISE-PLANNING	0.00	213.00	
6161523085	Invoice	06/24/2024	GF-WELLNESS BENEFITS-HR	0.00	58.20	
6161529815	Invoice	06/25/2024	GF-MERCHANDISE-PLANNING	0.00	20.10	
6161566202	Invoice	07/01/2024	GF-MERCHANDISE-PLANNING	0.00	328.20	
000044	AGFINITY INC	07/09/2024	Regular	0.00	4,928.00	102764
H82385	Invoice	06/12/2024	GOLF-SPREAD JOB (CHEMICALS) -...	0.00	4,928.00	
000211	CH2M	07/09/2024	Regular	0.00	25,165.00	102765
D3410908-06	Invoice	07/02/2024	UF- Expansion Project Design -WTP	0.00	4,327.02	
D3410908-06-1	Invoice	07/02/2024	UF-Construction Management WTP E...	0.00	20,837.98	
000241	CITY OF FT LUPTON-UTIL INVOICE	07/09/2024	Regular	0.00	66,432.88	102766
110035001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	1,520.05	
110036002 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	209.05	
110221001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	449.05	
110222001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	851.65	
11-02490-01 J...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	439.81	
110251001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	1,721.05	
11-02520-01 J...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	11,331.34	
11-02521-01 J...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	142.12	
330025001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	34.65	
330031001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	1,100.95	
330045001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	150.80	
330092001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	257.65	
330166001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	97.19	
330920000 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	34.65	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
550055501 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	236.25	
550057001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	606.30	
550057601 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	1,656.06	
550057701 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	8,291.65	
660092001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	916.81	
770109501 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	34.65	
770116501 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	955.16	
77-02145-01 J...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	62.10	
770229001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	1,002.07	
770229501 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	6,332.82	
770229601 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	41.36	
770231101 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	93.41	
990004001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	171.37	
990004101 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	91.25	
990005001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	275.85	
990006001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	116.86	
990007001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	353.80	
990008001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	91.31	
990132001 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	26,570.10	
999910000 JU...	Invoice	06/30/2024	Water/Sewer Bill-City	0.00	193.69	
	Void	07/09/2024	Regular	0.00	0.00	102767
	Void	07/09/2024	Regular	0.00	0.00	102768
000268	COLORADO ANALYTICAL LAB	07/09/2024	Regular	0.00	48.00	102769
240514102	Invoice	06/01/2024	UF-DRINKING WATER TESTING-W L...	0.00	48.00	
000273	COLORADO BACKFLOW TESTING & REF	07/09/2024	Regular	0.00	2,200.00	102770
7973	Invoice	06/01/2024	GF-CERT TEST OF BACKFLOW AS...	0.00	2,200.00	
002651	COLORADO COMMUNITY MEDIA	07/09/2024	Regular	0.00	181.75	102771
114931	Invoice	06/28/2024	GF-LEGAL/PUBLIC NOTICES-	0.00	181.75	
000307	COMCAST CABLE COMM, LLC	07/09/2024	Regular	0.00	321.55	102772
0025494 JULY...	Invoice	06/18/2024	GOLF-JULY 2024 CABLE-PRO SHOP	0.00	42.30	
0117309 JULY...	Invoice	07/01/2024	REC-MUSIC/CABLE FOR JULY24-R...	0.00	279.25	
003595	CYNTHIA BAUMGARTNER	07/09/2024	Regular	0.00	50.00	102773
2007500.001	Invoice	06/21/2024	REC-PICKLEBALL REFUND-REC CE...	0.00	50.00	
003596	DEANNA BURKHARDT	07/09/2024	Regular	0.00	30.00	102774
2007501.001	Invoice	06/24/2024	REC-TRIP REFUND-REC CENTER	0.00	30.00	
000372	DELL MARKETING LP	07/09/2024	Regular	0.00	181.21	102775
10757255836	Invoice	06/28/2024	Dell Dock Replacement WDS19S 90w	0.00	181.21	
002011	FRONT RANGE LUMBER COMPANY	07/09/2024	Regular	0.00	578.19	102776
38090/2	Invoice	06/26/2024	UF-BAGS OF CONCRETE-W LINES	0.00	402.88	
38176/2	Invoice	06/28/2024	GF-PARTS/SUPPLIES-PARKS	0.00	175.31	
000513	G & G EQUIPMENT	07/09/2024	Regular	0.00	227.57	102777
149919	Invoice	06/05/2024	CEM-PARTS-CEMETERY	0.00	227.57	
000567	HIGH COUNTRY BEVERAGE CORP	07/09/2024	Regular	0.00	1,708.20	102778
W-6840471	Invoice	07/01/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,708.20	
000648	JF MANUFACTURING INC	07/09/2024	Regular	0.00	1,131.16	102779
57388	Invoice	06/25/2024	GOLF-FLAGS-MAINT	0.00	1,131.16	
002975	LCC Inc	07/09/2024	Regular	0.00	1,185.00	102780
35523	Invoice	06/27/2024	GF-TIRE REPAIR-STREETS	0.00	1,185.00	
000735	LL JOHNSON DISTRIBUTING	07/09/2024	Regular	0.00	889.27	102781
1159134-00	Invoice	06/26/2024	GF-PARTS/SUPPLIES-PARKS	0.00	889.27	

Check Report

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
003316 06302024	MIGUEL IRAOLA Invoice	06/30/2024	07/09/2024 GF-JUNE 2024 TRANSLATOR SERV...	Regular	0.00 0.00	775.00 775.00	102782
000795 11574	MILE HIGH TURFGRASS, LLC Invoice	06/28/2024	07/09/2024 GOLF-CHEMICALS/FERTILIZER--MA...	Regular	0.00 0.00	3,311.00 3,311.00	102783
000865 317858428001 371857487001 971858120001	OFFICE DEPOT Invoice Invoice Invoice	06/12/2024 06/20/2024 06/17/2024	07/09/2024 GF-TAPE-ADMIN GF-COPY PAPER-ADMIN GF-CUPS, CREAMER, SUGAR-ADMIN	Regular	0.00 0.00 0.00 0.00	1,581.82 8.81 1,519.60 53.41	102784
002265 80877446 MAY..	QUADIENT FINANCE USA INC Invoice	06/26/2024	07/09/2024 GF-POSTAGE RECHARGES 04/25-05...	Regular	0.00 0.00	968.57 968.57	102785
003597 FB-100004844	READYDIG COLORADO LLC Invoice	06/19/2024	07/09/2024 GF-GRADER BLADE-STREETS	Regular	0.00 0.00	2,765.28 2,765.28	102786
000944 7499882	REPUBLIC NATIONAL DISTRIBUTING CC Invoice	06/26/2024	07/09/2024 GOLF-BEVERAGES-PRO SHOP	Regular	0.00 0.00	352.84 352.84	102787
003433 01	RN CIVIL CONSTRUCTION, LLC Invoice	07/01/2024	07/09/2024 UF-PLANT EXPANSION PROJECT-...	Regular	0.00 0.00	792,437.75 792,437.75	102788
003348 96465 97231	SALT LAKE WHOLESALE SPORTS Invoice Invoice	06/01/2024 06/01/2024	07/09/2024 GF-SUPPLIES-PD GF-SUPPLIES-PD	Regular	0.00 0.00 0.00	1,792.00 535.00 1,257.00	102789
001022 3469423	SOUTHERN GLAZER'S OF CO Invoice	06/26/2024	07/09/2024 GOLF-BEVERAGES-PRO SHOP	Regular	0.00 0.00	1,256.17 1,256.17	102790
003407 c229bd66	SPEAKWRITE LLC Invoice	07/01/2024	07/09/2024 GF-INVESTIGATION CALL RECORD...	Regular	0.00 0.00	108.00 108.00	102791
001751 0112975-IN	SPORTS TURF IRRIGATION Invoice	06/24/2024	07/09/2024 GOLF-IRRIGATION SUPPLIES-MAINT	Regular	0.00 0.00	1,161.07 1,161.07	102792
002885 90070930	SWARCO COLORADO PAINT COMPANY Invoice	06/14/2024	07/09/2024 GF-PAINTING SUPPLIES-STREETS	Regular	0.00 0.00	2,104.01 2,104.01	102793
001052 42060646008	SWIRE COCA-COLA, USA Invoice	06/28/2024	07/09/2024 GOLF-PREPACKAGED GOODS-PRO..	Regular	0.00 0.00	892.82 892.82	102794
001105 531980464	TOSHIBA FINANCIAL SERVICES Invoice	07/01/2024	07/09/2024 Copier Lease	Regular	0.00 0.00	2,363.30 2,363.30	102795
003398 205340	UNIVERSITY AUTO PARTS Invoice	07/01/2024	07/09/2024 GF-CYCLING SWITCH-STREETS	Regular	0.00 0.00	54.99 54.99	102796
001147 INV00390136	USA BLUE BOOK Invoice	06/10/2024	07/09/2024 SF-GREEN MARKING FLAGS-S LIN...	Regular	0.00 0.00	383.15 383.15	102797
001149 224060626	UTILITY NOTIFICATION CENTER Invoice	06/30/2024	07/09/2024 UF-RTL TRANSMISSIONS-ADMIN	Regular	0.00 0.00	301.86 301.86	102798
001963 7738813V311 7797708V311	WASTE CONNECTIONS OF COLO, INC Invoice Invoice	06/01/2024 06/01/2024	07/09/2024 GF-TRASH SERVICE FOR FIRE CLE... GF-FINAL PULL/FEES-STREETS	Regular	0.00 0.00 0.00	1,462.53 1,062.50 400.03	102799
001199 FORTLUPTON...	WELD COUNTY PUBLIC SAFETY IT Invoice	06/01/2024	07/09/2024 GF-RSA TOKENS-PD	Regular	0.00 0.00	214.12 214.12	102800
001207 802184	WESTERN DISTRIBUTING INC Invoice	06/28/2024	07/09/2024 GOLF-BEVERAGES-PRO SHOP	Regular	0.00 0.00	105.00 105.00	102801
001224 882333233	XCEL ENERGY-GAS Invoice	06/19/2024	07/09/2024 GOLF-JUNE 2024 GAS SERVICE-PR...	Regular	0.00 0.00	352.61 149.41	102802

Check Report

Date Range: 07/03/2024 - 07/16/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
883843460	Invoice	06/30/2024	Xcel Gas Bill- Account 53-2035237-0	0.00	203.20	
001225	YAMAHA MOTOR CORP	07/09/2024	Regular	0.00	10,798.08	102803
845367	Invoice	06/26/2024	GOLF-MONTHLY LEASE-PRO SHOP	0.00	10,798.08	
	Void	07/09/2024	Regular	0.00	0.00	102804
002968	COLORADO DEPARTMENT OF REVENUE	07/09/2024	Regular	0.00	274.86	102805
INV0001607	Invoice	07/12/2024	DANIEL S. LEFFORGE - ACCT #2607..	0.00	274.86	
002968	COLORADO DEPARTMENT OF REVENUE	07/10/2024	Regular	0.00	-274.86	102805
	Void	07/09/2024	Regular	0.00	0.00	102806
002064	WELD MOTOR VEHICLES	07/09/2024	Regular	0.00	287.63	102807
07092024	Invoice	07/09/2024	GF- FLEET RENEWAL FOR CAR RE...	0.00	287.63	
	Void	07/11/2024	Regular	0.00	0.00	102808
	Void	07/11/2024	Regular	0.00	0.00	102809
	Void	07/11/2024	Regular	0.00	0.00	102810
	Void	07/11/2024	Regular	0.00	0.00	102811
	Void	07/11/2024	Regular	0.00	0.00	102812
	Void	07/11/2024	Regular	0.00	0.00	102813
	Void	07/11/2024	Regular	0.00	0.00	102814
	Void	07/11/2024	Regular	0.00	0.00	102815
	Void	07/11/2024	Regular	0.00	0.00	102816
	Void	07/11/2024	Regular	0.00	0.00	102817
	Void	07/11/2024	Regular	0.00	0.00	102818
	Void	07/11/2024	Regular	0.00	0.00	102819
	Void	07/11/2024	Regular	0.00	0.00	102820
	Void	07/11/2024	Regular	0.00	0.00	102821
	Void	07/11/2024	Regular	0.00	0.00	102822
	Void	07/11/2024	Regular	0.00	0.00	102823
	Void	07/11/2024	Regular	0.00	0.00	102824
	Void	07/11/2024	Regular	0.00	0.00	102825
	Void	07/11/2024	Regular	0.00	0.00	102826
	Void	07/11/2024	Regular	0.00	0.00	102827
	Void	07/11/2024	Regular	0.00	0.00	102828
	Void	07/11/2024	Regular	0.00	0.00	102829
	Void	07/11/2024	Regular	0.00	0.00	102830
	Void	07/11/2024	Regular	0.00	0.00	102831
	Void	07/11/2024	Regular	0.00	0.00	102832
	Void	07/11/2024	Regular	0.00	0.00	102833
	Void	07/11/2024	Regular	0.00	0.00	102834
	Void	07/11/2024	Regular	0.00	0.00	102835
	Void	07/11/2024	Regular	0.00	0.00	102836
	Void	07/11/2024	Regular	0.00	0.00	102837
	Void	07/11/2024	Regular	0.00	0.00	102838
	Void	07/11/2024	Regular	0.00	0.00	102839
	Void	07/11/2024	Regular	0.00	0.00	102840
	Void	07/11/2024	Regular	0.00	0.00	102841
	Void	07/11/2024	Regular	0.00	0.00	102842
	Void	07/11/2024	Regular	0.00	0.00	102843
	Void	07/11/2024	Regular	0.00	0.00	102844
	Void	07/16/2024	Regular	0.00	0.00	102845
	Void	07/16/2024	Regular	0.00	0.00	102846
	Void	07/16/2024	Regular	0.00	0.00	102847
	Void	07/11/2024	Regular	0.00	0.00	102848
	Void	07/11/2024	Regular	0.00	0.00	102849
	Void	07/11/2024	Regular	0.00	0.00	102850
	Void	07/11/2024	Regular	0.00	0.00	102851
	Void	07/11/2024	Regular	0.00	0.00	102852
	Void	07/11/2024	Regular	0.00	0.00	102853
	Void	07/11/2024	Regular	0.00	0.00	102854

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
	Void		07/11/2024	Regular	0.00	0.00	102855
003307	ACT GUNSMITHING		07/16/2024	Regular	0.00	280.00	102856
505	Invoice	06/26/2024	Suppressor Engraving		0.00	280.00	
000028	ACUSHNET COMPANY		07/16/2024	Regular	0.00	2,550.87	102857
918407598	Invoice	06/29/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	2,550.87	
002254	ADIDAS AMERICA INC		07/16/2024	Regular	0.00	186.00	102858
6161520202	Invoice	06/24/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	186.00	
003600	AMBER CAMACHO		07/16/2024	Regular	0.00	200.00	102859
2007510.001	Invoice	07/05/2024	REC-ROOM RENTAL REFUND-REC ...		0.00	200.00	
003510	ANGEL MORALES		07/16/2024	Regular	0.00	184.97	102860
070424	Invoice	07/04/2024	GF-REIMBURSE FOR BOOT PURCH...		0.00	184.97	
001646	BANK OF COLORADO		07/16/2024	Regular	0.00	91.40	102861
0227 JUNE24	Invoice	07/01/2024	GF-JUNE 2024 FUEL CHARGES-ST...		0.00	91.40	
000160	BREAKTHRU BEVERAGE COLORADO		07/16/2024	Regular	0.00	1,548.07	102862
116601224	Invoice	07/03/2024	GOLF-BEVERAGES-PRO SHOP		0.00	1,380.07	
116601225	Invoice	07/03/2024	GOLF-BEVERAGES-PRO SHOP		0.00	168.00	
002853	BUCKEYE CLEANING CENTER		07/16/2024	Regular	0.00	213.20	102863
90594251	Invoice	06/26/2024	GF-FOAM HANDSOAP, TISSUE-PAR...		0.00	213.20	
003478	BUFFALO REFRIGERATION		07/16/2024	Regular	0.00	3,950.00	102864
1090	Invoice	06/21/2024	GOLF-TRUE50 BAR BACK-PRO SH...		0.00	3,950.00	
000183	CALLAWAY GOLF SALES COMPANY		07/16/2024	Regular	0.00	237.72	102865
938563833	Invoice	06/29/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	237.72	
003401	CLUB PROPHET SOFTWARE, LLC		07/16/2024	Regular	0.00	760.00	102866
INV2361106	Invoice	07/01/2024	GOLF-MONTHLY SOFTWARE FEES ...		0.00	760.00	
002651	COLORADO COMMUNITY MEDIA		07/16/2024	Regular	0.00	413.80	102867
115148	Invoice	06/28/2024	GF-DISPLAY, ADVERTISEMENT-CO...		0.00	379.00	
115501	Invoice	07/05/2024	GF-LEGAL NOTICE-		0.00	34.80	
000307	COMCAST CABLE COMM, LLC		07/16/2024	Regular	0.00	521.62	102868
0116038 JULY...	Invoice	06/27/2024	REC-JULY 2024 PHONE SERVICE-R...		0.00	177.74	
0124495 JULY...	Invoice	06/25/2024	CPR-JULY 2024 CABLE SERVICE-C...		0.00	141.00	
0147405 JULY...	Invoice	06/20/2024	CPR-JULY 2024 PHONE/INTERNET ...		0.00	202.88	
003323	CU ONSITE SOLUTIONS		07/16/2024	Regular	0.00	123,332.35	102869
13910-01	Invoice	06/30/2024	SST-Repair Sidwals & Asphalt Crack...		0.00	123,332.35	
003399	DANA KEPNER COMPANY LLC		07/16/2024	Regular	0.00	6,403.73	102870
6239478-00	Invoice	06/20/2024	UF-SUPPLIES/MATERIALS-W LINES		0.00	6,403.73	
002821	FIESTA TIME INC		07/16/2024	Regular	0.00	3,121.00	102871
5709	Invoice	07/05/2024	GF-TENT/TABLE RENTAL-COM EVE...		0.00	3,121.00	
002011	FRONT RANGE LUMBER COMPANY		07/16/2024	Regular	0.00	33.21	102872
36693/2	Invoice	07/01/2024	GF-FURRING STRIPS-PARKS		0.00	33.21	
000546	GREEN MILL SPORTSMAN'S CLUB		07/16/2024	Regular	0.00	300.00	102873
121	Invoice	07/03/2024	GF-OFFICER TRAINING/QUALIFYIN...		0.00	300.00	
001748	HALLMARK EMBLEMS INC		07/16/2024	Regular	0.00	771.13	102874
206173	Invoice	06/24/2024	GF-UNIFORMS-PD		0.00	771.13	
000567	HIGH COUNTRY BEVERAGE CORP		07/16/2024	Regular	0.00	1,072.25	102875
W-6843907	Invoice	07/08/2024	GOLF-BEVERAGES-PRO SHOP		0.00	1,072.25	
001851	IMA, INC		07/16/2024	Regular	0.00	13,319.35	102876

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367967	Invoice	06/28/2024	Flood Insurance Renewal		0.00	5,256.51	
367968	Invoice	06/28/2024	Flood Insurance Renewal		0.00	8,062.84	
003389	JOE BRNAK		07/16/2024	Regular	0.00	11,398.29	102877
111	Invoice	06/07/2024	CPR-PARK RENO BUSINESS LOGO...		0.00	5,743.42	
112	Invoice	06/07/2024	CPR-PARK RENO FAMILY SPONSO...		0.00	5,654.87	
000726	LINCOLN AQUATICS		07/16/2024	Regular	0.00	1,436.62	102878
D8858011	Invoice	06/21/2024	REC-NEW POOL EQUIPMENT-REC ...		0.00	1,436.62	
000735	LL JOHNSON DISTRIBUTING		07/16/2024	Regular	0.00	2,550.00	102879
1157371-00	Invoice	06/27/2024	GOLF-ESSNTIAL PLAN 1 YEAR-MAI...		0.00	2,550.00	
003373	MARK FRANZEN		07/16/2024	Regular	0.00	700.00	102880
070524	Invoice	07/05/2024	GF-DJ SERVICES FOR INDEPENDEN...		0.00	700.00	
002446	NATIONAL TRENCH SAFETY		07/16/2024	Regular	0.00	1,835.08	102881
858824	Invoice	06/17/2024	UF-PARTS/SUPPLIES-W LINES		0.00	1,835.08	
000857	NORTHERN WATER		07/16/2024	Regular	0.00	45,651.72	102882
12403-RS	Invoice	07/03/2024	GF-2024 Windy Gap Supplemental As...		0.00	45,651.72	
000913	POTESTIO BROTHERS EQUIPMENT		07/16/2024	Regular	0.00	330.67	102883
15264K	Invoice	06/11/2024	GOLF-PARTS-MAINT		0.00	330.67	
003432	PRISWING SOFTWARE LLC		07/16/2024	Regular	0.00	349.00	102884
INV2364857	Invoice	07/01/2024	GOLF-MONTHLY LICENSE FEE-PRO..		0.00	349.00	
001643	PROCEDURE INC		07/16/2024	Regular	0.00	28,531.41	102885
471298	Invoice	06/30/2024	GF-BUILDING PERMIT SERVICES/P...		0.00	28,531.41	
003482	RK SERVICE LLC		07/16/2024	Regular	0.00	775.50	102886
SVC142134	Invoice	06/28/2024	REC-REPAIRS & MAINTENANCE-R...		0.00	775.50	
002837	SECURITY METRICS, INC		07/16/2024	Regular	0.00	2,587.99	102887
3291616	Invoice	07/01/2024	Annual Renewal of PCI Compliance		0.00	2,587.99	
001026	SPECIALTY CIGARS, LLC		07/16/2024	Regular	0.00	317.16	102888
US16-35532303	Invoice	07/03/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	317.16	
001040	STERICYCLE		07/16/2024	Regular	0.00	70.26	102889
8007466828	Invoice	06/18/2024	REC-BIOHAZARD-REC CENTER		0.00	70.26	
001052	SWIRE COCA-COLA, USA		07/16/2024	Regular	0.00	612.05	102890
42163310007	Invoice	07/05/2024	GOLF-PREPACKAGED GOODS-PRO..		0.00	228.50	
42163310008	Invoice	07/05/2024	GOLF-PREPACKAGED GOODS-PRO..		0.00	383.55	
001895	TERMINIX		07/16/2024	Regular	0.00	174.00	102891
448701361	Invoice	07/01/2024	GOLF-PEST CONTROL FOR JULY 2...		0.00	174.00	
001137	UNITED POWER		07/16/2024	Regular	0.00	57,436.97	102892
10553102 JUN...	Invoice	06/30/2024	United Power		0.00	22.73	
1194602 JUNE...	Invoice	06/30/2024	United Power		0.00	1,297.80	
1195001 JUNE...	Invoice	06/30/2024	United Power		0.00	3,768.05	
1195501 JUNE...	Invoice	06/30/2024	United Power		0.00	2,532.80	
1195603 JUNE...	Invoice	06/30/2024	United Power		0.00	964.10	
1195701 JUNE...	Invoice	06/30/2024	United Power		0.00	188.28	
1196401 JUNE...	Invoice	06/30/2024	United Power		0.00	36.54	
1207701 JUNE...	Invoice	06/30/2024	United Power		0.00	21.24	
1215802 JUNE...	Invoice	07/03/2024	GF-JUNE 2024 ELECTRIC SERVICE ...		0.00	74.11	
1223101 JUNE...	Invoice	06/30/2024	United Power		0.00	20.00	
1240301 JUNE...	Invoice	06/30/2024	United Power		0.00	232.06	
1241801 JUNE...	Invoice	06/30/2024	United Power		0.00	1,076.08	
1241903 JUNE...	Invoice	06/30/2024	United Power		0.00	181.21	
1276101 JUNE...	Invoice	06/30/2024	United Power		0.00	451.95	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1279801 JUNE...	Invoice	06/30/2024	United Power	0.00	25.64	
1295501 JUNE...	Invoice	06/30/2024	United Power	0.00	85.75	
1296101 JUNE...	Invoice	06/30/2024	United Power	0.00	44.35	
1299501 JUNE...	Invoice	06/30/2024	United Power	0.00	130.09	
1302801 JUNE...	Invoice	06/30/2024	United Power	0.00	2,603.64	
1302901 JUNE...	Invoice	06/30/2024	United Power	0.00	70.43	
1316801 JUNE...	Invoice	06/30/2024	United Power	0.00	827.29	
1322501 JUNE...	Invoice	06/30/2024	United Power	0.00	5,970.10	
1360303 JUNE...	Invoice	06/30/2024	United Power	0.00	30.01	
13842400 JUN...	Invoice	06/30/2024	United Power	0.00	67.67	
14427100 JUN...	Invoice	06/30/2024	United Power	0.00	155.60	
15232500 JUN...	Invoice	06/30/2024	United Power	0.00	22.10	
17149700 JUN...	Invoice	06/30/2024	United Power	0.00	53.69	
17761600 JUN...	Invoice	06/30/2024	United Power	0.00	20.17	
17868800 JUN...	Invoice	06/30/2024	United Power	0.00	20.00	
18057500 JUN...	Invoice	06/30/2024	United Power	0.00	680.57	
18498400 JUN...	Invoice	06/30/2024	United Power	0.00	43.02	
18762100 JUN...	Invoice	06/30/2024	United Power	0.00	20.22	
19545100 JUN...	Invoice	06/30/2024	United Power	0.00	394.62	
19595600 JUN...	Invoice	06/30/2024	United Power	0.00	26.00	
20040100JUN...	Invoice	06/30/2024	United Power	0.00	175.06	
21675200 JUN...	Invoice	06/30/2024	United Power	0.00	203.78	
21675300 JUN...	Invoice	06/30/2024	United Power	0.00	61.77	
22185901 JUN...	Invoice	06/30/2024	United Power	0.00	20.41	
24165100 JUN...	Invoice	07/03/2024	GF-JUNE 2024 ELECTRIC SERVICE ...	0.00	129.70	
3399301 JUNE...	Invoice	06/30/2024	United Power	0.00	58.45	
6601202 JUNE...	Invoice	06/30/2024	United Power	0.00	34.76	
6612303 JUNE...	Invoice	06/30/2024	United Power	0.00	21.29	
6779701 JUNE...	Invoice	06/30/2024	United Power	0.00	11,554.12	
704901 JUNE24	Invoice	06/30/2024	United Power	0.00	11,914.84	
7225800 JUNE...	Invoice	06/30/2024	United Power	0.00	29.29	
726705 JUNE24	Invoice	06/30/2024	United Power	0.00	108.73	
7280200 JUNE...	Invoice	06/30/2024	United Power	0.00	21.73	
733101 JUNE24	Invoice	06/30/2024	United Power	0.00	214.81	
762901 JUNE24	Invoice	06/30/2024	United Power	0.00	2,164.22	
803908 JUNE24	Invoice	06/30/2024	United Power	0.00	7,387.48	
8976200 JUNE...	Invoice	06/30/2024	United Power	0.00	1,178.62	
	Void	07/16/2024	Regular	0.00	0.00	102893
	Void	07/16/2024	Regular	0.00	0.00	102894
	Void	07/16/2024	Regular	0.00	0.00	102895
001798	UNITED STATES TREASURY	07/16/2024	Regular	0.00	325.22	102896
2023 FORM 720	Invoice	07/01/2024	GF-2023 PCORI FEES FOR 2023 HR...	0.00	325.22	
003398	UNIVERSITY AUTO PARTS	07/16/2024	Regular	0.00	9.49	102897
205468	Invoice	07/02/2024	CEM-THERMOSTAT-CEMETERY	0.00	9.49	
003581	VANCE BROTHERS, INC	07/16/2024	Regular	0.00	168,936.20	102898
PA003105	Invoice	06/20/2024	SST- CRACK SEAL/ SLURRY PROJ...	0.00	141,318.85	
PA003106	Invoice	07/03/2024	SST-CO#1 Crack Seal Project-Streets	0.00	27,617.35	
002132	VECTOR DISEASE CONTROL	07/16/2024	Regular	0.00	3,449.75	102899
PI-A00014614	Invoice	07/01/2024	Mosquito Control	0.00	3,449.75	
001156	VERIZON WIRELESS SVCS LLC	07/16/2024	Regular	0.00	6,026.65	102900
9967633460	Invoice	06/30/2024	Verizon Bill	0.00	6,026.65	
001189	WELD COUNTY ACCTG DEPART	07/16/2024	Regular	0.00	7,452.51	102901
JUNE 2024	Invoice	07/08/2024	GF-JUNE 2024 FUEL CHARGES-	0.00	7,452.51	
001208	WHITE BEAR ANKELE TANAKA & WALDF	07/16/2024	Regular	0.00	1,332.50	102902

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
35602	Invoice	06/30/2024	GF-METRO DISTRICT POLICY REVIS..		0.00	1,332.50	
001212 1998	WILLIAMS AND WEISS CONSULTING LLC Invoice	07/16/2024 07/08/2024	Regular WST-2024 Water Resource Planning-...		0.00 0.00	2,890.00 2,890.00	102903
000024 104490/1	ACE HARDWARE OF FORT LUPTON Invoice	07/09/2024 06/30/2024	EFT GOLF-IRRIGATION PARTS-MAINT		0.00 0.00	95.23 95.23	9001564
001820 80163923	BADGER METER Invoice	07/09/2024 06/28/2024	EFT UF-METER SERVICES-		0.00 0.00	2,250.33 2,250.33	9001565
003166 INV-FLrec2401..	CODE RED AUDITS, LLC Invoice	07/09/2024 06/28/2024	EFT		0.00 0.00	18,400.00 18,400.00	9001566
000597 1101179084	INSIGHT PUBLIC SECTOR INC Invoice	07/09/2024 06/26/2024	EFT Annual Renewal of AutoDesk		0.00 0.00	9,560.39 9,560.39	9001567
002195 39961	MINUTEMAN PRESS Invoice	07/09/2024 06/01/2024	EFT GF-ENVELOPES FOR ACH LETTERS..		0.00 0.00	528.71 528.71	9001568
000811 8281906575 8281910905	MOTOROLA SOLUTIONS Invoice Invoice	07/09/2024 06/04/2024 06/10/2024	EFT Radio Service Request Radio Service Request		0.00 0.00 0.00	3,657.45 1,972.69 1,684.76	9001569
000862 4489-146852 4489-150032 4489-150240	O'REILLY AUTO PARTS Invoice Invoice Invoice	07/09/2024 06/18/2024 07/01/2024 07/02/2024	EFT GF-GAUGE, EXTRACTOR ST-PW S... GF-VPOWER PLUG-PARKS GF-SPARK PLUG-PARKS		0.00 0.00 0.00 0.00	50.56 25.98 9.34 15.24	9001570
000931 53568 53627 53648	R & L TIRES Invoice Invoice Invoice	07/09/2024 06/10/2024 06/25/2024 06/26/2024	EFT GF-TIRE REPAIR-STREETS CEM-TIRE REPAIR-CEMETERY GF-TIRE REPAIR-STREETS		0.00 0.00 0.00 0.00	60.00 20.00 20.00 20.00	9001571
000999 31105591 31114893 570000649660..	SHAMROCK FOODS COMPANY Invoice Invoice Invoice	07/09/2024 06/27/2024 07/01/2024 06/25/2024	EFT GOLF-FOOD/PREPACKAGED FOOD... GOLF-PREPACKAGED FOOD/FOOD... GOLF-LIDS-PRO SHOP		0.00 0.00 0.00 0.00	1,991.93 1,082.10 815.59 94.24	9001572
001343 INV00349589	TIME CLOCK PLUS Invoice	07/09/2024 06/07/2024	EFT GF-PROFESSIONAL ANNUAL EMPL...		0.00 0.00	20.50 20.50	9001573
001101 3608	TODD HODGES DESIGN, LLC Invoice	07/09/2024 06/25/2024	EFT GF-PLANNING SERVICES 06/19-06/...		0.00 0.00	11,426.25 11,426.25	9001574
003355 06 9	ADOLFSON & PETERSON CONSTRUCTI Invoice Invoice	07/16/2024 07/01/2024 07/01/2024	EFT COM CENTER PARK RENO RC-REC EXPANSION CONSTRUCTI...		0.00 0.00 0.00	1,283,764.77 582,152.50 701,612.27	9001575
001293 1FT3-4FFN-6T.. 1JJL-RTXK-66...	AMAZON.COM Invoice Invoice	07/16/2024 07/05/2024 07/05/2024	EFT GF-FLAGS AND POLES-COM EVEN... GF-REPLACEMENT POCKET KNIFE...		0.00 0.00 0.00	591.57 368.97 222.60	9001576
001918 INUS256530	AXON ENTERPRISES INC Invoice	07/16/2024 06/13/2024	EFT GF-FLEET 3 ADVANCED-PD		0.00 0.00	5,804.18 5,804.18	9001577
003166 INV-FLUP-srv-...	CODE RED AUDITS, LLC Invoice	07/16/2024 07/03/2024	EFT Annual Preventative Maint Cameras 2...		0.00 0.00	17,975.00 17,975.00	9001578
000339 711124 711127	CTL THOMPSON, INC Invoice Invoice	07/16/2024 06/30/2024 06/30/2024	EFT RC-CONSTRUCTION OBSERVATION.. Community Park Renovation - COMT		0.00 0.00 0.00	3,417.50 532.50 2,885.00	9001579
002723 12781928 12781929	EAGLE ROCK COMPANY OF COLO Credit Memo Invoice	07/16/2024 07/02/2024 07/02/2024	EFT GOLF-BEVERAGES-PRO SHOP GOLF-BEVERAGES-PRO SHOP		0.00 0.00 0.00	1,382.27 -100.90 1,018.77	9001580

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12789341	Invoice	07/02/2024	GOLF-BEVERAGES-PRO SHOP		0.00	82.20	
12797282	Invoice	07/08/2024	GOLF-BEVERAGES-PRO SHOP		0.00	382.20	
002674 50692	HAYES POZNANOVIC KORVER, LLC Invoice	07/02/2024 07/03/2024	07/16/2024 EFT WST-JUNE 2024 LEGAL FEES-WAT...		0.00 0.00	5,091.50 5,091.50	9001581
000691 871404140	KONE INC Invoice	06/30/2024	07/16/2024 EFT REC-ELEVATOR MAINTENANCE-R...		0.00 0.00	140.80 140.80	9001582
000855 24-1040 4	NORTHERN COLO CONSTRUCTORS Invoice Invoice	06/30/2024 06/30/2024	07/16/2024 EFT UF- CO#1 Water Meter Replacement-... UF-Water Meter Replacement Progra...		0.00 0.00 0.00	77,947.35 15,998.00 61,949.35	9001583
000862 4489-148301 4489-151415	O'REILLY AUTO PARTS Invoice Invoice	06/24/2024 07/07/2024	07/16/2024 EFT GF-BATTERY-STREETS GF-WIPER FLUID-PD		0.00 0.00 0.00	180.06 163.02 17.04	9001584
003046 222254.000-20..	PERKINS + WILL, INC. Invoice	07/01/2024	07/16/2024 EFT RC-Design of Additions-Rec Center		0.00 0.00	6,746.61 6,746.61	9001585
000939 526292	RECREATION SUPPLY COMPANY Invoice	06/13/2024	07/16/2024 EFT GF-SPLASH PARK TEST KIT-PARKS		0.00 0.00	344.50 344.50	9001586
003599 1016628	RIG RUNNER LLC Invoice	06/28/2024	07/16/2024 EFT SW-CENTRIFUGE-WWTP		0.00 0.00	3,200.00 3,200.00	9001587
000999 31126979 31134809	SHAMROCK FOODS COMPANY Invoice Invoice	07/04/2024 07/08/2024	07/16/2024 EFT GOLF-FOOD/BEVERAGES/PREPAC... GOLF-FOOD/PREPACKEGED FOOD...		0.00 0.00 0.00	2,816.47 1,009.92 1,806.55	9001588
001126 025-470906 025-471416	TYLER TECHNOLOGIES Invoice Invoice	06/30/2024 06/30/2024	07/16/2024 EFT GF-ONLINE PORTAL FEE-COURT GF-TEXT NOTIFICATIONS-COURT		0.00 0.00 0.00	187.30 127.50 59.80	9001589
003142 59147 59202	VORTEX USA INC. Invoice Invoice	06/12/2024 06/17/2024	07/16/2024 EFT GF-SPLASH PAD GROUND SPRAYS... GF-SPLASH PAD GROUND SPRAYS...		0.00 0.00 0.00	576.70 451.50 125.20	9001590
000119 INV0001604	BANK OF COLORADO Invoice	07/12/2024	07/12/2024 Bank Draft HSA DISTRIBUTION		0.00 0.00	6,893.71 6,893.71	DFT0002426
000119 INV0001605	BANK OF COLORADO Invoice	07/12/2024	07/12/2024 Bank Draft HSA DISTRIBUTION		0.00 0.00	790.83 790.83	DFT0002427
001416 INV0001606	VALIC_1 Invoice	07/12/2024	07/12/2024 Bank Draft VALIC - 457(b) \$ Contributions		0.00 0.00	48,734.75 48,734.75	DFT0002428
001265 INV0001608	IRS Invoice	07/12/2024	07/12/2024 Bank Draft Federal Withholding		0.00 0.00	89,523.56 89,523.56	DFT0002429
001418	CO DEPARTMENT OF REVENUE		07/12/2024 Bank Draft		0.00	15,245.00	DFT0002430

Check Report

Date Range: 07/03/2024 - 07/16/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001609	Invoice	07/12/2024	CO Withholding	0.00	15,245.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	212	87	0.00	1,438,988.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	56	0.00	-274.86
Bank Drafts	5	5	0.00	161,187.85
EFT's	45	27	0.00	1,458,207.93
	262	175	0.00	3,058,109.46

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	212	87	0.00	1,438,988.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	56	0.00	-274.86
Bank Drafts	5	5	0.00	161,187.85
EFT's	45	27	0.00	1,458,207.93
	262	175	0.00	3,058,109.46

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	7/2024	3,058,109.46
			3,058,109.46

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 2, 2024**

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, July 2, 2024. Mayor Zo Hubbard called the meeting to order at 6:00 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 Hubbard, Councilmembers, Chris Ceretto and Claud Hanes. David Crespín participated remotely. Councilmember Valerie Blackston logged on to the meeting remotely at 6:02 p.m. and Councilmember Bruce Fitzgerald arrived to the meeting at 6:04 p.m.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, Finance Director, Leann Perino, Public Works Director, Roy Vestal, Chief of Police, William Carnes and City Attorney, Andy Ausmus.

PERSONS TO ADDRESS COUNCIL

City Administrator, Chris Cross, announced William Carnes as the new Chief of Police and Mayor Hubbard preformed the honorary pinning.

Chief of Police William Carnes, congratulated Kaitlynn Walker for graduating from North Western School of Police and Command Staff and announced her promotion to Lieutenant.

APPROVAL OF AGENDA

Council requested to move consent agenda item 'b' "Award of Change Order #1 to Contract with Vance Brothers Inc. for an Amount Not to Exceed \$27,617.35 for the 2024 Crack Seal/ Slurry Seal Project from the Street Sales Tax Fund" to action.

Staff requested to removed action memorandum item 'b' from the Agenda, "AM 2024-111 Approve Mayor's Signing of Tri-State Generation and Transmission Association, Inc. Temporary License Agreement for Survey and Pothole Access Along Highway 52 Frontage for the Water Tower Project Design Work."

It was moved by Bruce Fitzgerald and seconded by Claud Hanes to approve the agenda as amended. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the July 2, 2024, payables; there were no questions or comments from the Mayor or Council.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 2, 2024**

CONSENT AGENDA

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to approve the Consent Agenda as presented with the following items:

- June 18, 2024 City Council Meeting Minutes
- Approve the Payment of Supplemental Invoice to Northern Colorado Water Conservation District for Windy Gap Carriage Assessment Paid from the Utility Fund for an Amount Not to Exceed \$45,651.72 (AM 2024-109)
- Approving the Purchase of Verti-cutter Reels for Coyote Creek Golf Course for an Amount Not to Exceed \$15,013.00 (AM 2024-112)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-110 Approve Mayor's Signing of Silicon Ranch Corporation Limited Access Agreement for Survey and Pothole Access Along Highway 52 Frontage for the Water Tower Project Design Work

Burns & McDonnell require access to properties along the proposed water main connection route. The City's consultant is requesting Right of Entry to begin field investigations and geotechnical borings.

The Silicon Ranch Corporation property is the solar farm west of the City owned property at CR35 and Highway 52.

It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to Approve the Mayor to Sign the Silicon Ranch Corporation Limited Access Agreement for Survey and Pothole Access Along Highway 52 Frontage for the Water Tower Project Design Work. Motion passed unanimously on roll call vote.

AM 2024-113 Award of Contract to Wohnrade Civil Engineers for an Amount Not to Exceed \$92,000.00 for the 9th Street Extension Project from the Street Sales Tax Fund

9th Street and College Avenue were completed in 2022/2023 east of the bridge that crosses over the Fulton ditch. This proposed project would continue the work on 9th Street to reconfigure the bridge and reconstruct 9th Street into the intersection of 9th St and Northrup Ave.

Wohnrade Engineering completed the first set of drawings and have worked with the City on multiple projects.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 2, 2024**

\$1,200,000 is budgeted for the CR 12 RR Crossing project which will not be built this year. A portion of this can/will be used to start the drawings for the 9th Street extension project.

The drawing set is to be completed in 2024/2025 with construction planned for spring of 2026.

Mayor Hubbard expressed concerns regarding borrowing money from the CR 12 RR project to pay for this project.

It was moved by Claud Hanes and seconded by Chris Ceretto to Award Contract to Wohnrade Civil Engineers for an Amount Not to Exceed \$92,000.00 for the 9th Street Extension Project from the Street Sales Tax Fund. Motion passed with 4 yes vote and 2 no votes from Councilmember Valerie Blackston and Mayor Hubbard on roll call vote.

AM 2024-108 Award of Change Order #1 to Contract with Vance Brothers Inc. for an Amount Not to Exceed \$27,617.35 for the 2024 Crack Seal/ Slurry Seal Project from the Street Sales Tax Fund

Contract was awarded to Vance Brothers on March 19, 2024. The original bid was intended to fill existing cracks and perform a slurry seal over the road to seal the surface and place fresh striping.

In-field decisions were made to increase quantities on line items such as mastic (crack filler) in order to prevent delays and complete the work expediently for access to local businesses. Final quantities were not known until after project completion. All quantities have been verified by City staff.

Project was completed in May of this year.

The 2024 Street Sales Tax Fund budget includes \$200,000 for the Crack Seal/Slurry Seal project. \$141,318.85 will be spent with the initial contract, \$27,617.35 will be spent for an increase in mastic use for crack fill. With this Change Order a total project budget of \$168,936.20 will be used.

Councilmember Carlos Barron wrote a comment to be read at the meeting, Mayor Hubbard read the comment. Councilmember Barron's comment indicated that he does not like change orders on bid jobs as Council has a responsibility to their constituents to be responsible with their tax dollars. He also believes that awarding the job to the lowest bid and then approving change orders is not fair to the others who bid on the project. He hopes this project can serve as a reference point for future projects and that it will provide a base for picking bid winners who will not need a change order to complete the project.

Mayor Hubbard also commented, she indicated that she has concerns that the City will be known

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 2, 2024**

as a City that will award the lowest bid and then approve change orders if more money is required to complete the project. She also expressed disappointment in staff's casual attitude in requesting change orders and is upset that at times, the change orders are requested after the work has been completed. She stated that she wants to see a plan to reduce expenses for 2024 projects to compensate for this change order and a directive that any change order in the future must be approved in advance by either the City Administrator or by Council.

Councilmember Valerie Blackston also expressed disappointment that decision to order more material was made before bringing the change order to Council. She also expressed concerns regarding the excessive amount of change orders that are needed to complete projects.

It was moved by Chris Ceretto and seconded by Claud Hanes to Award Change Order #1 to Contract with Vance Brothers Inc. for an Amount Not to Exceed \$27,617.35 for the 2024 Crack Seal/ Slurry Seal Project from the Street Sales Tax Fund. Motion passed with 4 yes votes and 2 no votes from Mayor Hubbard and Councilmember Valerie Blackston roll call vote.

INFORMATION MEMORANDUM

IM 2024-012 Update on the Opioid Settlement to Include Kroger Co.

On November 2, 2021 City Council approved AM 2021-181 to Participate in the Opioid Settlement with the State of Colorado. The Colorado Opioid Settlement Tracker (COST) has been set up and will be the program to help organize the opt-in or opt-out process. The City is proceeding with the Opt-out of direct funding option. It will join the regions resource group to maximize funding potential and limit staff requirements for tracking of funds.

Colorado has reached settlements with the Kroger Co.

In order for Colorado to maximize its share of the settlement proceeds, these opioid settlements (like prior opioid settlements) require that Colorado's Local Governments participate in the settlements by releasing their opioid-related legal claims against the settling Defendants. Fort Lupton cannot receive funds from any opioid settlement it does not join. Staff will process the documents to send to the regional group similar to the prior round.

Importantly, the terms of the Colorado Opioid Memorandum of Understanding ("Colorado MOU"), which governs the distribution of opioid settlement funds in Colorado, will also apply to the recent opioid settlements. FORT LUPTON has already signed the Colorado MOU and does not need to re-sign it to participate in the recent opioid settlements.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 2, 2024**

IM 2024-013 Police Chief Promotion

In the month of June, the City opened recruiting efforts to internal staff to fill the position of Chief of Police. William Carnes has been selected to fill the role of Chief of Police from the process. William Carnes has been filling the position of Interim Police Chief for the last 2 months. He has successfully filled the role of Acting Chief and Interim Chief for 7 of the months in the last year. Effective June 22, 2024 William Carnes has been promoted to Chief of Police.

STAFF REPORTS

Chief of Police, William Carnes, reported the police department has received the TruNarc device and staff is currently training on how to use it.

MAYOR/COUNCIL REPORTS

Councilmember Claud Hanes reported the ribbon cutting at the Splash Park on June 28, 2024 was a great event and well attended. Council also discussed the possibility of hosting an adult night at the Splash Park.

FUTURE CITY EVENTS

July 3, 2024	Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.
July 6, 2024	Independence Day Celebration – Community Park, Fort Lupton Recreation Center, 203 S. Harrison Ave.
July 12-13, 2024	Citywide Yard Sales
August 6, 2024	National Night Out, Koshio Park, 1st St. & McKinley Ave. 5:00 p.m. – 8:00 p.m.

UPCOMING MEETINGS

July 9, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
July 16, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
July 30, 2024 Town Hall and City Council Special Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 6, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:29 p.m.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 2, 2024**

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

DRAFT



SUBJECT FOR DISCUSSION

Approving Public Works Wastewater Sewer Service Agreement with Luciano Tinajero, Emilia Elvira Munoz Cordero, Judith Vasquez, and Ma Patricia Anaya Rios.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Luciano Tinajero, Emilia Elvira Munoz Cordero, Judith Vasquez, and Ma Patricia Anaya Rios have purchased the property located at 1370 14th Street, in the County. The group is requesting a sanitary sewer service connection to the City sewer main, located south of the property in 14th Street. The agreement provides for compliance with the Municipal Codes and Ordinances related to the City's sewer system (Chapter 13, Article I).

A check for \$11,100.00 has been received from Canyon Title Company to cover the Plant Investment Fee for 1 Single Family Equivalent sewer service.

In addition to the monthly flat rate, billing will be the \$38.75 monthly flat charge for service without a water meter connection, and the \$20.00 Reg 85 fee.

The property owners are ready to apply for the Public Works permit to connect to the sewer main.

FINANCIAL CONSIDERATIONS

Monthly billings will be \$58.74 at current rate structure. Check for tap fees has been delivered to the City but not yet processed by the finance department.

LEGAL/POLITICAL CONSIDERATIONS

The services agreement includes approval of applicant accepting tax liens as payment remedy.

ALTERNATIVES/OPTIONS

- A. Approve the agreement
- B. Deny agreement.
- C. Modify agreement.

STAFF RECOMMENDATIONS

Staff recommends approving Wastewater Service Permit with Luciano Tinajero, Emilia Elvira Munoz Cordero, Judith Vasquez, and Ma Patricia Anaya Rios for the property located at 1370 14th Street.

Attachments: a. Public Works Agreement - Sanitary Sewer Service

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement Sanitary Sewer Service

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and **Luciano Tinajero, Emilia Elvira Munoz Cordero, Judith Vasquez Vasquex, and Ma Patricia Anaya Rios** (hereinafter "PERMITTEE").

WHEREAS, the parties hereto agree in consideration of the covenants, payments and agreements set forth herein as follows:

1. **SCOPE OF SERVICES.** City will accept wastewater from collection service as outlined by Permittee.

- 1.1. **Source of waste water** - Domestic household

- 1.2. **Service location** - New home construction in the county, 1370 14th Street, Fort Lupton, CO.

2. **WASTEWATER DISPOSAL**

- 2.1. **Incorporation of City Rules and of Discharge Permit**

All state statutes, City ordinances, Rules and Regulations governing the acceptance and discharge of wastewater are hereby incorporated into this Agreement and any violation of the same shall be a violation of this Agreement (*Municipal Code, Chapter 13 - Municipal Utilities, Article I - Sewer System*).

- 2.2. **Entities Allowed to Discharge**

Discharges under this Agreement will only be accepted from Permittee at the house address service line connection to the sewer main.

- 2.3. **Fees Paid to City.**

City will receive compensation from Permittee for Treatment Charges and connection fees.

- 2.3.1. **Monthly Service Charge.** The monthly service charge will consist of a monthly flat charge as periodically evaluated by the City Utility Board (currently \$38.75) and Regulation 85 fee (currently set at \$20.00).

- 2.3.2. **Sewer Tap Fee.** A sewer plant investment fee of \$11,100.00 is required for new sewer services.

Permittee agrees to the application of *Fort Lupton Municipal Code / Chapter 13 - Municipal Utilities / Article V - Water Service / Section 13-131 - Water and sewer billing and collection* to the property being served.

3. LIABILITY AND DISPUTES.

3.1. Compliance with Law. The parties shall comply with all federal, state and local laws, ordinances, rules and regulations which are now, or in the future may become applicable to the parties, to their business or operations, and to services required to be provided under this Agreement.

3.2. Liability. The City shall not be liable for damages arising out of the interruption of operation of the Plant for any reason. The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

4. LEGISLATIVE INDEPENDENCE AND PARTY AFFILIATION.

This Agreement shall not impair the legal authority of the elected officials of the City to exercise independent judgement with respect to any matter which may come before the City. This Agreement does not create a relationship of joint ventures, partners, or employer/employee between the parties. Neither party shall be liable for obligations incurred by the other and neither party shall have the power to charge to the credit of the other party any obligations incurred in performing this Agreement.

5. MISCELLANEOUS PROVISIONS.

5.1. Effective Date. Upon execution by both parties, this Agreement shall be in full force and effect and be legally binding upon each party. Each party agrees to execute, approve, and adopt any instruments, documents, and resolutions necessary to effectuate the covenants, terms, conditions, and provisions contained in this Agreement.

5.2. Amendment / No Assignment. No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Permittee shall not assign or transfer any interest in this Agreement without the written consent of the City. The entirety of all fees set forth in Section 2.3 above, due and owing at such time, shall be paid to the City prior to any sale or transfer of the property.

5.3. Indemnification Permittee shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses,

suit or claim, or claim for injury to persons or damage to property arising out of the activities of Permittee pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

5.4. Complete Agreement. This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

5.5. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

6. COVENANTS, MAINTENANCE AND FACILITIES

The City is relying on statements from Permittee regarding source and quantity of water needed.

Permittee will comply with all regulations imposed by the City in reference to compliance levels approved by the State of Colorado. All waste water discharged to the City's sanitary sewer collection system shall comply with current ***Municipal Code Section 13-20. - Use of Public Sewers.***

7. SEVERABILITY.

In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.

8. FORCE MAJEURE.

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

or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

9. APPROVAL REQUIRED.

This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.

10. DEFAULT REMEDIES.

In addition to any other remedy available at law, statute, ordinance or regulation, in the event of any default by Permittee of their financial obligations under this Agreement, the Permittee specifically acknowledges and agrees that the City shall be entitled to place any unpaid amounts due and owing as a special assessment on Permittee's property tax bill for the subject property and shall be entitled to pursue all rights and remedies of collection thereon as provided for by any state, county, City or other applicable statute, ordinance or regulation.

EXECUTED THIS 16th DAY OF July, 2024.

CITY OF FORT LUPTON, COLORADO Zo Hubbard Mayor 130 S. McKinley Avenue Fort Lupton, CO 80621	Homeowners: <u>Luciano Tinajero</u> BY: Luciano Tinajero Anaya <u>Emilia Muñoz</u> BY: Emilia Elvira Munoz Cordero <u>Judith Vasquez Vasquez</u> BY: Judith Vasquez Vasquez <u>Ma Patricia Anaya Rios</u> BY: Ma Patricia Anaya Rios TITLE: Home Owners 13700 14th Street Fort Lupton, CO 80621
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SUBJECT FOR DISCUSSION

SUMMARY STATEMENT/BACKGROUND DISCUSSION

FINANCIAL CONSIDERATIONS

The General Fund has \$41,000 budgeted for elections in 2024.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

- Attachments:** a. Memorandum of Intergovernmental Agreement for Coordinated Election
b. Calendar for Coordinated Election Dates

Certification of Council Approval:

City Clerk

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

City of Fort Lupton, hereinafter referred to as “Jurisdiction,” does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as “Commissioners,” and the Weld County Clerk and Recorder, hereinafter referred to as “County Clerk,” concerning the administration of the November 5, 2024, General Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter “Code”), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk’s duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 5, 2024; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the “Coordinated Election Official,” pursuant to C.R.S. §1-7-116, and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 5, 2024, General Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish (US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content.
- d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).
- g. Pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction's election as of November 5, 2024, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 or 1-11-215, except for costs collected from an "interested party"

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

pursuant to C.R.S. §1-10.5-106 which shall be collected by the entity conducting the recount.

- h. Designate an “election official” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail ballot issue notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to C.R.S. §1-5-208, and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to C.R.S. §1-5-208(5).
- l. Jurisdiction shall verify as being accurate the list of registered elector’s names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder’s Office. By signing this Agreement, Jurisdiction represents that the list of registered elector’s names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify the contact listed in section 5(f) of any changes to the information contained in said list.
- m. By September **8th**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109, to leave a voice mail on how to pronounce the candidate’s name and the office the candidate is seeking.

4. The County Clerk Agrees to perform the following tasks and activities:

- a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
- b. Circulate the Taxpayer’s Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.
- c. Circulate general Ballot Issues notices pursuant to C.R.S. §§ 1-7-905 and 1-7-906(1), and publish and post notice, as directed in C.R.S. §1-5-205.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.
- e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
- f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(f)).
- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

c. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

d. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

e. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

f. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Rudy Santos
Phone: (970) 400-3059
Fax: (970) 304-6566
Email: rsantos@weld.gov
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: _____
Phone: _____
After hour phone number: _____
Additional Contact Information:
Fax: _____
E-mail: _____
Address: _____
_____.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

DATED this _____ day of _____, 2024.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Kevin Ross, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

City of Fort Lupton
APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)

2024 GENERAL ELECTION IMPORTANT DATES



Weld County will conduct a Mail Ballot election on November 5, 2024. The Intergovernmental Agreement (IGA) for this election is enclosed. Please sign and return it to the Weld County Clerk & Recorder by August 27, 2024.

Please submit your ballot content, candidates, ballot questions, and ballot issue information on hard copy and one of the following (your information will be directly loaded onto the ballot from one of these):

1. as an E-Mail attachment (agonzales@weldgov.com)

We accept the **BALLOT** and **TABOR** information in **WORD** format. Please format the font to **Arial 10**.

The following is a calendar of important dates for you to remember this year:

- | | |
|----------|--|
| July 26 | Last day to notify the County Clerk that you will be participating in the General Election C.R.S. 1-7-116(5); 1-1-106(5) |
| Aug. 27 | Last day to sign IGA for General Election C.R.S. 1-7-116(2) |
| Sept. 6 | Last day for each Political Subdivision to certify ballot order and content to County Clerk C.R.S. 1-5-203(3)(a) |
| Sept. 6 | Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109 to leave a voice mail on how to pronounce the candidate's name. Candidate should also state which race they are running for. |
| Sept. 23 | Final day for Designated Election Official (DEO) to submit ballot issue (pros/cons) information to County Clerk C.R.S. 1-7-904 |
| Oct. 4 | Last day for County Clerk to mail ballot issue information to all registered voters Article X Section 20(3)(b), C.R.S. 1-1-106(5) |
| Oct. 11 | First day ballots may be mailed to voters, except UOCAVA voters. C.R.S. 1-7.5-107(3)(a) |
| Oct. 11 | First day 24-hour ballot boxes open. October 11th through November 5th. |
| Oct. 16 | Last day for County Clerk to publish legal notice. C.R.S. 1-1-104(34), C.R.S. 1-5-205(1) |
| Oct. 21 | First day Voter Service and Polling Centers must be open C.R.S. 1-5-102.9(2) |
| Nov. 5 | ELECTION DAY!!!!!! (Voter Service and Polling Centers open 7am-7pm) |

Unofficial election results will be available election night on our website – <http://www.weld.gov>. If you have any questions, please do not hesitate to call.

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.



SUBJECT FOR DISCUSSION

Approve a Resolution Establishing the Cybersecurity Maturity Model Certification to Protect the City's Confidential Information Systems

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Department of Defense ("DoD") is instituting a new certification to determine how well its contractors are handling sensitive information, the model is known as "Cybersecurity Maturity Model Certification ("CMMC"). Though state and local organizations don't yet have to comply with the CMMC, it is a benefit to the City, as most likely this model will trickle down to the state and local level in the future.

There are 3 levels of CMMC: Foundational (Level 1), Advanced (Level 2), and Expert (Level 3). Staff have been working on finalizing the policy to fit the City's needs. Once the levels are completed staff will need to review each policy annually or as needed, documenting changes, if applicable. Staff have completed the review of the Level 1 policies.

The policy is designed to enforce protection of sensitive unclassified information that is shared with its contractors and subcontractors. In addition, the policy will hold employees to higher standards.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommend approving the Level 1 policies for CMMC guidelines

Attachments: a. Proposed Resolution
 b. Level 1 Policies

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON ESTABLISHING THE CYBERSECURITY MATURITY MODEL CERTIFICATION (“CMMC”) POLICY TO PROTECT THE CITY’S CONFIDENTIAL INFORMATION SYSTEMS

WHEREAS, the Department of Defense (“DoD”) is instituting a new certification to determine how well its contractors are handling sensitive information, the model is known as “Cybersecurity Maturity Model Certification (“CMMC”); and

WHEREAS, currently, state and local organizations don’t yet have to comply with the CMMC, it is to a benefit to the City, as most likely this model will trickle down to the state and local level in the future; and

WHEREAS, there are 3 levels of CMMC: Foundational (Level 1), Advanced (Level 2), and Expert (Level 3); and

WHEREAS, Staff have completed the review of the Level 1 policies designed to enforce protection of sensitive unclassified information that is shared with its contractors and subcontractors.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, hereby adopts the Cybersecurity Maturity Model Certification Policy to Protect the City’s Confidential Information Systems.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 16th DAY OF JULY 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Limit physical access to organizational information systems, equipment and the respective operating environments to authorized individuals

PE.L1-3.10.1

Date Approved:	Last Update:
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Purpose:

This requirement applies to City of Fort Lupton (CFL) employees, individuals with permanent physical access authorization credentials, and visitors. Authorized individuals have credentials that include badges and identification cards. Departments determine the strength of authorization credentials needed consistent with applicable laws, directives, policies, regulations, standards, procedures, and guidelines. This requirement applies only to areas within facilities that have not been designated as publicly accessible.

Limiting physical access to equipment may include placing equipment in locked rooms or other secured areas and allowing access to authorized individuals only; and placing equipment in locations that can be monitored by designated personnel. Computing devices, external disk drives, networking devices, monitors, printers, copiers, scanners, facsimile machines, and audio devices are examples of equipment.

Policy Statement:

PHYSICAL ACCESS AUTHORIZATIONS

The City of Fort Lupton (CFL):

- a. Develops, approves, and maintains a list of individuals with authorized access to the facility where the information system resides;
- b. Issues authorization credentials for facility access;
- c. Reviews the access list detailing authorized facility access by individuals [Assignment: organization-defined frequency]; and
- d. Removes individuals from the facility access list when access is no longer required.



Escort visitors and monitor visitor activity

PE.L1-3.10.3

Date Approved:	Last Update:
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Purpose:

City of Fort Lupton (CFL) physical access control applies to employees and visitors. Individuals with permanent physical access authorizations are not considered visitors. Physical access controls for publicly accessible areas may include physical access (visitor) control logs, guards, or physical access devices and barriers to prevent movement from publicly accessible areas to non-public areas. Physical access devices include keys, locks, combinations, and card readers.

Policy Statement:

All CFL visitors who proceed past the reception and visitor waiting area must sign in and receive a visitor badge, and a CFL employee assigned as an escort during the entirety of their visit.



Escort visitors and monitor visitor activity

PE.L1-3.10.3

Date Approved:	Last Update:
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Purpose:

City of Fort Lupton (CFL) physical access control applies to employees and visitors. Individuals with permanent physical access authorizations are not considered visitors. Physical access controls for publicly accessible areas may include physical access (visitor) control logs, guards, or physical access devices and barriers to prevent movement from publicly accessible areas to non-public areas. Physical access devices include keys, locks, combinations, and card readers.

Policy Statement:

All CFL visitors who proceed past the reception and visitor waiting area must sign in and receive a visitor badge, and a CFL employee assigned as an escort during the entirety of their visit.



Maintain audit logs of physical access

PE.L1-3.10.4

Date Approved:	Last Update:
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Purpose:

City of Fort Lupton (CFL) physical access control applies to employees and visitors. Individuals with permanent physical access authorizations are not considered visitors. Physical access controls for publicly accessible areas may include physical access (visitor) control logs, guards, or physical access devices and barriers to prevent movement from publicly accessible areas to non-public areas. Physical access devices include keys, locks, combinations, and card readers.

Policy Statement:

Maintain Physical Sign in sheet or Sign in sheets should be scanned and saved in digital format in the appropriate directory on the network for easy access in the event of potential audits. The logs are to be maintained and kept per the retention period designated



Control and manage physical access devices

PE.L1-3.10.5

Date Approved:	Last Update:
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Purpose:

City of Fort Lupton (CFL) physical access control applies to employees and visitors. Individuals with permanent physical access authorizations are not considered visitors. Physical access controls for publicly accessible areas may include physical access control logs/records, guards, or physical access devices and barriers to prevent movement from publicly accessible areas to non-public areas. Physical access devices include keys, locks, combinations, and card readers. Physical access points can include facility access points, interior access points to systems that require supplemental access controls, or both. Components of systems may be in areas designated as publicly accessible with organizations controlling access to the components.

Policy Statement:

- a. Enforce physical access authorizations at CFL by:
 1. Verifying individual access authorizations before granting access to the facility; and
 2. Controlling ingress and egress to the facility using visitor logs, escorts, and badges;
- b. Maintain physical access audit logs;
- c. Control access to areas within the facility designated as publicly accessible;
- d. Escort visitors and control visitor activity;
- e. Secure keys, combinations, and other physical access devices;
- f. Change combinations and keys when keys are lost, combinations are compromised, or when individuals possessing the keys or combinations are transferred or terminated.



Monitor, control and protect organizational communications (e.g., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information system

SC.L1-3.13.1

Date Approved:	Last Update:
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Purpose:

Firewalls are an essential component of City of Fort Lupton CFL) information systems security infrastructure. Firewalls are defined as security systems that control and restrict network connectivity and network services. Firewalls establish a control point where access controls may be enforced. Connectivity defines which computer systems are permitted to exchange information. A service is sometimes called an application, and it refers to the way for information to flow through a firewall. Examples of services include file transfer protocol (FTP) and web browsing (HTTP). This policy defines the essential rules regarding the management and maintenance of firewalls at CFL and it applies to all firewalls owned and controlled by CFL employees/contractors.

Policy Statement:

Required Documentation - Prior to the deployment of every CFL firewall, a diagram of permissible paths with a justification for each, and a description of permissible services accompanied by a justification for each, must be submitted to the IT Infrastructure Services Director. Permission to enable such paths and services will be granted by the IT Infrastructure Services Director only when these paths or services are necessary for important business reasons, and sufficient security measures will be consistently employed. The conformance of actual firewall deployments to the documentation provided will be periodically checked by the Security Engineer or his/her designee. Any changes to paths or services must go through this same process as described below.¹

Default To Denial - Every connectivity path and service that is not specifically permitted by this policy and supporting documents issued by the Information Technology department must be blocked by CFL firewalls. The list of currently approved paths and services must be documented and distributed to all

system administrators with a need to know by the Information Technology department. An inventory of all access paths into and out of CFL internal networks must be maintained by the Information Technology department.

Connections Between Machines - Real-time connections between two or more CFL computer systems must not be established or enabled unless the Information Technology department has determined that such connections will not unduly jeopardize information security. In many cases, firewalls or similar intermediate systems must be employed. This requirement applies no matter what the technology employed, including wireless connections, microwave links, cable modems, integrated services digital network lines, and digital subscriber line connections. Any connection between an in-house CFL production system and any external computer system, or any external computer network or service provider, must be approved in advance by the Information Technology department.

Regular Testing - Because firewalls provide such an important control measure for CFL networks, their strength and proper configuration must be tested on a regular basis. Where vendor software supports it, this testing must include the use of software agents that automatically check to determine whether firewalls remain configured and running in a manner that is consistent with both CFL security policies and the CFL Information Architectural plan. This testing process must include consideration of defined configuration parameters, enabled services, permitted connectivity paths, current administrative practices, and adequacy of the deployed security measures. These tests must include the regular execution of vulnerability identification software and the regular performance of penetration tests. These tests must be performed by technically proficient persons, either in the Information Technology department or working for a third-party contractor.

Logs - All changes to firewall configuration parameters, enabled services, and permitted connectivity paths must be logged. All suspicious activity that might be an indication of either unauthorized usage or an attempt to compromise security measures also must be logged. The integrity of these logs must be protected with checksums, digital signatures, encryption, or similar measures. These logs must be promptly removed from the recording systems and stored in a physically protected container for at least six months after the time they were recorded. These logs must be reviewed periodically to ensure that the firewalls are operating in a secure manner.

Intrusion Detection - All CFL firewalls must include intrusion detection systems approved by the Information Technology department. Each of these intrusion detection systems must be configured according to the specifications defined by the Information Technology department. Among other potential problems, these intrusion detection systems must detect unauthorized modifications to firewall system files, and detect denial of service attacks in progress. Such intrusion detection systems must also immediately notify by email or text the technical staff that is in a position to take corrective action. All technical staff working on firewalls must be provided with remote access systems and privileges so that they can immediately respond to these incidents even when they are physically removed from the firewall.²

Contingency Planning - Technical staff working on firewalls must prepare and obtain Information Technology department approval for contingency plans that address the actions to be taken in the event of various problems including system compromise, system malfunction, system crash, system overload, and Internet service provider unavailability. These contingency plans must be kept current to reflect changes in the CFL information systems environment. These plans must be periodically tested to ensure that they will be effective in restoring a secure and reliable networking environment.

External Connections - All in-bound real-time Internet connections to CFL internal networks or multi-user computer systems must pass through a firewall before users can reach a logon banner. Aside from personal computers that access the Internet on an outbound single user session-by-session dial-up basis, no CFL computer system may be attached to the Internet unless it is protected by a firewall. Wherever a firewall supports it, logon screens must have a notice indicating that the system may be accessed only by authorized users, users who log on represent that they are authorized to do so, unauthorized system usage or abuse is subject to disciplinary action including criminal prosecution, and system usage will be monitored and logged.

Extended User Authentication - Inbound traffic, with the exception of Internet electronic mail, regular news distributions, and push broadcasts previously approved by the Information Technology department, that accesses CFL networks through a firewall must in all instances involve extended user authentication measures approved by the Information Technology department.

Virtual Private Networks - To prevent unauthorized disclosure of sensitive and valuable information, all inbound traffic, with the exception of Internet mail, approved news services, and push broadcasts, that accesses CFL networks must be encrypted with the products approved by the Information Technology department. These connections are often called virtual private networks (VPNs).

Firewall Access Mechanisms - All CFL firewalls must have unique passwords or other access control mechanisms. The same password or access control code must not be used on more than one firewall. Whenever supported by the involved firewall vendor, those who administer CFL firewalls must have their identity validated through extended user authentication mechanisms.

Firewall Access Privileges - Privileges to modify the functionality, connectivity, and services supported by firewalls must be restricted to a few technically-trained individuals with a business need for these same privileges.

Network Management Systems - Firewalls must be configured so that they are visible to internal network management systems.

Disclosure Of Internal Network Information - The internal system addresses, configurations, products deployed, and related system design information for CFL networked computer systems must be restricted such that both systems and users outside the CFL internal network cannot access this information.

Secure Backup - Current offline back-up copies of firewall configuration files, connectivity permission files, firewall systems administration procedural documentation files, and related files must be kept close to the firewall at all times. A permissible alternative to offline copies involves online encrypted versions of these same files. Where systems software permits it, the automatic reestablishment of approved copies of these systems files must proceed whenever an unauthorized modification to these files has been detected.

Firewall Dedicated Functionality - Firewalls must run on dedicated machines that perform no other services, such as acting as a mail server. Sensitive or critical CFL information must never be stored on a firewall. Such information may be held in buffers as it passes through a firewall. Firewalls must have only the bare minimum of operating systems software resident and enabled on them. Where the supporting operating system permits it, all unnecessary and unused systems software must be removed from firewalls. CFL does not permit its internal information to be resident on or processed by any firewall, server, or other computer that is shared with another organization at an outsourcing facility. Outsourcing organization provided shared routers, hubs, modems, and other network components are permissible.

Firewall Change Control - Because they support critical CFL information systems activities, firewalls are considered to be production systems. All changes to the firewall software provided by vendors, excluding vendor-provided upgrades and patches and fixes must be documented. A firewall policy, defining permitted and denied services and connections, should be documented and reviewed at least once a year by the Security Engineer. Major changes to the CFL internal networking environment, any changes to the production business applications supported, and any major information security incident must trigger an additional and immediate review of the firewall policy. The same documentation that is required for changes on production systems must also be prepared for firewall changes.

Posting Updates - CFL firewalls must be running the latest release of software to repel these attacks. Where available from the involved vendor, all CFL firewalls must subscribe to software maintenance and software update services. Unless approved in advance by the IT Infrastructure Services Director, staff members responsible for managing firewalls must install and run these updates within thirty days of receipt.

Monitoring Vulnerabilities - CFL staff members responsible for managing firewalls should stay current with information about firewall vulnerabilities. Any vulnerability that appears to affect CFL networks and systems must promptly be brought to the attention of the IT Infrastructure Services Director.

Standard Products - Unless advance written approval is obtained from the IT Infrastructure Services Director, only those firewalls appearing on the list of approved vendors and products may be deployed with CFL networks. All firewall interfaces and features deployed, such as virus screening, must be consistent with the Information Architecture issued by the Information Technology department.

Firewall Physical Security - All CFL firewalls must be located in locked rooms accessible only to those who perform authorized firewall management and maintenance tasks approved by the IT Infrastructure Services Director. The placement of firewalls in an open area within a general purpose data processing

center is prohibited, although placement within separately locked rooms or areas, which themselves are within a general data processing center is acceptable. These rooms must be equipped with a log of all persons who gain entry to the room.



Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks

SC.L1-3.13.5

Date Approved:	Last Update:
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Purpose:

City of Fort Lupton (CFL) may provide a kiosk system for guests to access the internet. This access must not allow unauthorized individuals to access CFL internal company data or programs.

Policy Statement:

Any publicly accessible system components (i.e. kiosk) at CFL are segmented away from CFL internal network resources in a manner that prevents any potential unauthorized access to those resources.



Identify, report and correct information and information system flaws in a timely manner

SIL1-3.14.1

Date Approved:	Last Update:
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Purpose:

Regular application of vendor-issued critical security updates and patches are necessary to protect City of Fort Lupton (CFL) data and systems from malicious attacks and erroneous function. All electronic devices connected to the network including servers, workstations, firewalls, network switches and routers, tablets, mobile devices, and cellular devices routinely require patching for functional and secure operations. Software is critical to the delivery of services to CFL customers and users. This policy provides the basis for an ongoing and consistent system and application update policy that stresses regular security updates and patches to operating systems, firmware, productivity applications, and utilities. Regular updates are critical to maintaining a secure operational environment.

Policy Statement:

GENERAL

All system components and software shall be protected from known vulnerabilities by installing applicable vendor supplied security patches. System components and devices attached to the CFL network shall be regularly maintained by applying critical security patches within thirty (30) days after release by the vendor. Other patches not designated as critical by the vendor shall be applied on a normal maintenance schedule as defined by normal systems maintenance and support operating procedures.

SYSTEM, UTILITY AND APPLICATION PATCHING

A regular schedule shall be developed for security patching of all CFL systems and devices. Patching shall include updates to all operating systems as well as office productivity software, database software, third party applications, and mobile devices under the direct management of CFL IT.

Most vendors have automated patching procedures for their individual applications. There are a number of third party tools to assist in the patching process and the CFL should make use of appropriate management software to support this process across the many different platforms and devices the CFL

IT department supports. The regular application of critical security patches is reviewed as part of normal change management and audit procedures.

PATCHING EXCEPTIONS

Patches on production systems (e.g. servers and enterprise applications) may require complex testing and installation procedures. In certain cases, risk mitigation rather than patching may be preferable. The risk mitigation alternative selected should be determined through an outage risk to exposure comparison. The reason for any departure from the above standard and alternative protection measures taken shall be documented in writing for devices storing non-public data. Deviations from normal patch schedules shall require IT Department authorization.

SECURITY PATCHING PROCEDURES

Policies and procedures shall be established and implemented for vulnerability and patch management. The process shall ensure that application, system, and network device vulnerabilities are:

- Evaluated regularly and responded to in a timely fashion
- Documented and well understood by support staff
- Automated and regularly monitored wherever possible
- Executed in a manner applicable vendor-supplied tools on a regularly communicated schedule
- Applied in a timely and orderly manner based on criticality and applicability of patches and enhancements

Audit Controls and Management

On-demand documented procedures and evidence of practice should be in place for this operational policy as part of the CFL internal systems change management and update procedures. Examples of adequate controls include:

- System updates and patch logs for all major system and utility categories
- Logs should include system ID, date patched, patch status, exception, and reason for exception
- Demonstrated infrastructure supporting enterprise patch management across systems, applications, and devices

Enforcement

Staff members found in policy violation may be subject to disciplinary action, up to and including termination.

Distribution

This policy is to be distributed to all CFL staff responsible for support and management.



Provide protection from malicious code at appropriate locations within organizational information systems

SI.L1-3.14.2

Date Approved:	Last Update:
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Purpose:

To establish requirements which must be met by all computers and devices connected to City of Fort Lupton (CFL) networks, to ensure effective malicious code, spam and spyware protection. This policy applies to all CFL systems with or without Internet access throughout the network and on all workstations, servers, and mobile computing devices on the network.

Policy Statement:

CFL shall employ virus protection mechanisms to detect and eradicate malicious code (e.g., viruses, worms, Trojan horses) at critical points throughout the network and on all workstations, servers and mobile computing devices on the network. CFL shall ensure malicious code protection is enabled on all of the aforementioned critical points and information systems and resident scanning is employed. CFL shall implement spam and spyware protection mechanisms at critical information system entry points (e.g. firewalls, electronic mail servers, remote-access servers). Spyware protection will be employed at workstations, servers, and/or mobile computing devices on the network. CFL will use the spam and spyware protection mechanisms to detect and take appropriate action on unsolicited messages and spyware/adware, respectively, transported by electronic mail, electronic mail attachments, Internet access, and removable media.

Prevention of malicious code problems

- Always run the corporate standard.
- Run the current version and install anti-virus software updates as they become available.
- Anti-virus software is to be enabled on all workstations and servers at start-up and employ resident scanning.
- Detect and eliminate viruses on computer workstations, laptops, servers, and simple mail transfer protocol gateways.
- On servers, update virus signatures files immediately, or as soon as possible, with each new release.

- NEVER open any files or macros attached to an email from an unknown, suspicious, or untrustworthy source. Delete these attachments immediately, then “permanently delete” them by emptying your Trash.
- Delete spam, chain, and other junk email without forwarding.
- Never download files from unknown or suspicious sources.
- Avoid direct disk-sharing with read/write access unless there is absolutely an agency requirement to do so.
- Always scan an external drive (floppy disk, USB drive) from an unknown source for viruses before using it.
- Always scan any media that is brought into the agency before introducing it to the network.

Detection

Any activities with the intention to create and/or distribute malicious programs into CFL’s networks (e.g., viruses, worms, Trojan horses logic bombs, etc.) are prohibited. Virus-infected computers must be removed from the network until they are verified as virus-free. If a virus is detected on your workstation and the anti-virus software can not eliminate the virus, please contact CFL IT. DO NOT TURN OFF your computer, it will be quarantined and taken off of the network until it can be scanned and re-imaged with the operating system image.



Update malicious code protection mechanisms when new releases are available

SIL1-3.14.4

Date Approved:	Last Update:
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Purpose:

City of Fort Lupton (CFL) employs Cynet Endpoint Protection in conjunction with Threatlocker in order to protect and minimize risks from viruses, malware, and other malicious code. These programs must be configured to receive and apply updates automatically when new definitions and updates are made available.

Policy Statement:

CFL IT will perform routine verification that EPS/AV software is being updated regularly.



Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened or executed

SI.L1-3.14.5

Date Approved:	Last Update:
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Purpose:

City of Fort Lupton (CFL) employs Cynet Endpoint Protection in conjunction with Threatlocker in order to protect and minimize risks from viruses, malware, and other malicious code. These programs must be configured to scan the entire system at regular intervals (i.e., nightly), as well as scan files from external source in real time.

Policy Statement:

CFL IT will perform routine verification that EPS/AV software scans are regularly being performed.



Authorized Systems Access Policy

AC.L1-3.1.1

Date Approved:	Last Update:
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Purpose:

Access to information systems and data at the City of Fort Lupton (CFL) should be restricted to those users and processes acting on behalf of users who have a demonstrable need to access those systems and data in order to perform their job duties. The purpose of this policy is to maintain an adequate level of security to protect CFL data and information systems from unauthorized access. This policy defines the rules necessary to achieve this protection and to ensure a secure and reliable operation of CFL information systems.

Policy:

1.1 Access

1.1.1 Only authorized users are granted access to information systems, and users are limited to specific defined, documented, and approved applications and levels of access rights. Computer and communications systems access control is to be achieved via user IDs that are unique to each individual user to provide individual accountability.

1.1.2 Who is Affected: This policy affects all employees, contractors, consultants, temporary employees and business partners. Users who deliberately violate this policy will be subject disciplinary action listed in the employee handbook policy 1.1.2

1.1.3 Affected Systems: This policy applies to all computer and communications systems owned or operated by The City of Fort Lupton and its subsidiaries. Similarly, this policy applies to all platforms (operating systems) and all applications systems.

1.1.4 Entity Authentication: Users (remote or internal), accessing CFL networks and systems, must be authenticated. The level of authentication must be appropriate to the data classification and transport medium. Entity authentication includes but is not limited to:

- Unique user identifier (user ID)
- At least one of the following:
 - o Biometric identification
 - o Password

- o Personal identification number (PIN)
- o Multi-Factor Authentication (MFA)
- o Token

1.1.5 Third Party Access: Individuals who are not employees, contractors, consultants, or business partners must not be granted a user-ID or otherwise be given privileges to use the CFL computers or information systems unless the written approval of the Director of Information Technology has first been obtained. Before any third party or business partner is given access to CFL computers or information systems.

1.1.6 Unauthorized Access: Users are prohibited from gaining unauthorized access to any other information systems or in any way damaging, altering, or disrupting the operations of these systems.



Identity and Access Management Policy

AC.L1-3.1.2

Date Approved:	Last Update:
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Purpose:

This policy describes types of electronic identities in use for systems and applications at The City of Fort Lupton (CFL); criteria for creating identities and accounts; how identities should be authenticated; how authorizations should be managed; and how accounts and privileges should be deprovisioned.

Policy Statement:

Part I: Responsibilities of the Individual

Every person with access to CFL systems is responsible for selecting strong passwords, keeping the passwords secure, and reporting any unauthorized use of accounts. Users must:

1. Create strong and unique passwords with a minimum of 10 characters, uppercase, lowercase, numbers, and symbols, per account to keep accounts and systems secure.
2. Not share passwords related to any CFL system with any other person.
3. Not use passwords related to any CFL system for non-CFL accounts.
4. Immediately change passwords and notify the appropriate system administrator and/or Information Security if there is reason to believe that a password has been improperly disclosed, accessed or used by an unauthorized person.
5. Use privileges associated with an account only for the purpose for which they were authorized and no more.
6. Use privileged accounts and authorizations only when such privilege is needed to complete a function.
7. Log off or use screen locking technologies that require authentication when leaving a device unattended.

Part II: Responsibilities of Information Systems Staff

This part of the policy applies to all CFL staff or contractors who configure and/or maintain devices and applications for the company.

A) Accounts

Account Types

There are three types of accounts at CFL:

User Accounts: These are uniquely associated with a specific person. These accounts may either exist in a central repository to which systems may federate to consume the identity and authentication information or they may be created locally on a system or device where federation is not practical or possible. The use of the centrally created account with Directory authentication is always the preferred method.

Shared Accounts: Shared accounts are created to support multiple users sharing the same identity. For example, these may be created when there is a need to share a set of resources or because a poor product implementation requires it. The use of shared accounts should be discouraged as it lacks accountability.

Service Accounts: A service account is used when it is necessary for systems or applications to authenticate to other systems or applications without any association to a person. These accounts should be created sparingly and documentation of the purpose for them should be kept. Their use must be periodically reviewed. Further, the password requirements for service accounts must be no less stringent than user accounts. Finally, service accounts may not be used by people to authenticate aside from initial testing. Service accounts with elevated privileges must be closely monitored for abuse.

Privileged Accounts

Certain accounts may have extra privileges related to the management of a device or application. This is often thought of as an account type, but it is more accurately described as an account with privileged authorizations. Administrative privilege can be added to any of the three account types. Having at least one account with privileges is generally unavoidable but the use of privilege should be limited and the direct use of shared accounts with privileges should be discouraged as it lacks accountability.

Enterprise Directory Services

Information about centrally created accounts and identities are stored in a central directory run by Information Services and Technology. The most common implementations of the directory service are Active Directory (AD) and Lightweight Directory Access Protocol (LDAP). Company information systems should use enterprise directory services whenever possible and avoid creating local accounts and authorizations.

Non-centrally Managed Accounts

When accounts or authorizations are created outside of the enterprise directory and/or enterprise authentication system, the department creating the accounts must define the procedure by which they will be approved and created. The procedure must be consistent with the guidelines expressed for

centrally managed accounts.

B) Authentication

Authentication is the process by which a system or application confirms that a person or device really is who or what it is claiming to be and through which access to the requested resource is authorized.

Strong authentication protocols help both to protect personal and City information and prevent misuse of company resources.

All accounts, centrally defined or not, must require authentication before use, except in rare cases when it is necessary to use an account that does not require authentication for “anonymous” access.

Anonymous access may be used only for information classified as Public.

Types of Authentications

Authentication may take many forms. Authentication is generally broken down into three types:

Something you know: The most common forms are a password, pin, or pattern.

Something you have: The most common forms are a hardware token, certificate, or a software authenticator like Duo or Google Authenticator.

Something you are: This category is often called biometric authentication and the most common form is fingerprint readers including Apple’s Touch-ID.

Multifactor Authentication (MFA) involves combining more than one authentication type and generally provides a stronger assurance of the person’s identity. Combining only two of the types is called two-factor authentication (2FA).

Enterprise Authentication Services

Authentication credentials for centrally created accounts and identities are stored in central repositories run by Information Services and Technology. Passwords are stored centrally in a Kerberos database. We support multifactor authentication through the Duo service to which enrollment is centrally managed by Information Security.

Shared and Service Accounts

Credentials for accounts that are shared or used by systems or applications must be handled carefully.

Observe the following rules when managing these credentials:

1. Ensure that only people with a need to know a password have access to it.
2. Where reasonable, use multifactor authentication for these accounts, especially on accounts that have privilege such as application or system administrator accounts.
3. Where reasonable, require the individual to authenticate to the system as an individual first and then switch to the administrator account.
4. Change the password associated with the account any time a person with knowledge of it ends their affiliation with the company.
5. Avoid saving passwords in scripts and configuration files that can be read by others.
6. Where possible, apply secondary controls on how these accounts may be used such as by controlling where the accounts be used from (on premises only, e.g.) or when (working hours only).

Application and System Administrator Responsibilities

Any person charged with the responsibility of setting up a system or application that requires authentication must configure the system to enforce our authentication policy (below) to the extent possible within the system or application. Variances from the stated authentication policy for Restricted Use systems must be approved by Information Security.

Authentication Policy

1. Whenever possible and reasonable, any application or system, whether on premise or in the cloud, should use federated authentication over local accounts and passwords.
2. The minimum password length is 10 characters. 12 or longer is recommended.
3. Passwords must be complex. The password must contain at least three of the following four-character sets: Lowercase letters, Uppercase letters, Numbers, Special characters.
4. Use multifactor authentication for all Restricted Use systems and applications and where otherwise reasonable to do so. If a system or application that contains Restricted Use information cannot support multifactor authentication a compensating control must be used, and the plan must be approved by Information Security.

Additional Authentication Recommendations and Compliance Specific Requirements

1. Users are required to change passwords periodically.
2. Consider a policy that prevents users from reusing the same password.
3. Consider locking access to accounts after multiple failed authentication attempts within a period of time such as 3 failed attempts in 5 minutes. Locked accounts should remain unusable for at least 10 minutes or until unlocked by a system or application administrator.

Principles of Authorization

Least Privilege

An authorization should only provide the privileges required for the function to be performed and no more. Following this principle helps ensure proper workflows are followed and access to functions that may expose data is contained as much as possible.

Separation of Duties

When an authorization is granted to an account it must be approved by multiple individuals. Multiple approvers ensures that the Principle of Least Privilege is followed from both a technical and process perspective, decreases opportunity for conflict of interest or fraud, and reduces the risk of error. As applied to authorization, separation of duties requires that the administrative and technical approver are not the same person, or if they must be, then the Data Custodian is not filling either role.

Roles in Authorization

Authorizing an account to use a system or application is a distributed responsibility shared by Information Services & Technology, our IT partners, and sometimes external partners who might create authorizations at our direction.

Data Custodians

In general, these authorizations are granted by “Data Custodians”, who are entrusted with the maintenance of the data. These are typically Systems Administrators, Database Administrators, or Application Administrators. These individuals are responsible for executing the approved account definition/modification/removal request, after validating that appropriate approvals have been granted.

Data Trustees

Data Trustees are leaders entrusted with the responsibility to ensure that company data is used appropriately. Their full jobs are defined in the Data Access Management Policy. Within authorization, they have a special role when approving access to data types that have an associated Trustee, also defined in the Data Access Management Policy Access Management Policy.

Administrative and Technical Approvers

All requests for authorization must be approved from an administrative and technical approver. These approvers must be two different people to ensure separation of duties. These approvers are responsible for ensuring the Principle of Least Privilege is applied from their respective viewpoints.

Administrative Approval: The administrative approval confirms that the authorization requested is needed to perform a required function. The approver should sufficiently understand the full scope of the authorization being granted before making a decision and ensure Least Privilege is applied.

Technical Approval: The technical approval confirms that the privilege requested is required to achieve the approved administrative need. The approver should sufficiently understand the full scope of the authorization being granted before making a decision and ensure Least Privilege is applied.

Information Security

Information Security is solely responsible for authorizing privileged access to servers and applications that process or store client data and any system containing Restricted Use information. Information Security will confirm that the user to be authorized has signed the appropriate confidentiality agreement(s), taken appropriate training, and/or holds appropriate credentials for accessing the resource.

Application and System Authorizations

Authorizing access may be automated based on a person’s membership in a specific group or a manual process. When authorizing a person to use an application or a system, a Data Custodian must adhere to the following authorization policy.

Authorization Policy

Before granting access to a system or application, the Data Custodian must ensure the following policy is adhered to:

1. Use role-based authorization schemes over individual authorizations whenever practical.
2. Be as granular as possible in your authorizations.
3. Ensure that the authorization has the appropriate approvals:
 - a. Administrative and Technical Approvals are always required. These approvers must:
 - i. Ensure the principles of Least Privilege and Separation of Duties are applied.
 - ii. When approving privileges to a shared account consider everyone who has access to that account and whether or not such privilege is appropriate for everyone.
 - b. All requests for access to data for which there is a Data Trustee must be approved by the Data Trustee.
 - c. All requests for access to a system or application containing Restricted Use information have been approved by Information Security.
4. Privileged access may be granted permanently only if that specific person's job duties routinely require that level of access, otherwise, the access must be temporary.
5. All authorization requests must be documented, including the nature of the request, the time period for which it has been granted, all related approvals that were obtained, and the names of the approvers.

Pre-authorized requests

As appropriate, the Data Trustee may pre-approve authorizations for roles that always need such authorizations. Pre-authorization for privileged account authorizations may be considered but are generally discouraged.

C) Deprovisioning

Systems and applications should be designed and deployed in a way that facilitates easy removal of a person's authorizations and accounts at appropriate times.

Centrally Managed Accounts and Authorizations

The enterprise level accounts or authorizations that are listed in the enterprise directory service and have authentication credentials in our enterprise authentication services shall be deprovisioned in accordance with the policies of our Identity and Access Management service, adhering to the principles that:

1. Individuals with no affiliation with the company should not have an account.
2. Accounts for individuals with no lasting associations with the company should only exist for a limited period of time without reauthorization.

Non-Centrally Managed Accounts and Authorizations

When accounts or authorizations are created outside of the enterprise directory and/or enterprise authentication system, the department creating the accounts must define a mechanism to deprovision the account in a timely fashion (generally within a few business days unless a specific time frame is requested) and consistent with the conditions expressed for centrally managed accounts.

NOTE: It is insufficient to rely on the central deprovisioning of accounts as a method of terminating locally deployed authorizations, as the timeliness of the account deprovisioning is dependent on a

number of factors that are beyond the control of the local systems and application administrators.

D) Auditing

Audit Trail

Data Custodians are responsible for ensuring that an audit trail of activity exists that includes the following:

- Ensuring that any account or authorization created, delete, removed, or changed is audited in a system of record and available for review. This log would contain proof of approvals for the creation, deletion, removal, or change and the system and any system or application level log that the account or authorization was modified, if such can be logged.
- Any system or application that authenticates or authorizes an account to take an action should log that activity to a standard location and format. The log should include both successful and failed authentications and authorizations.
- Ensuring that the system or application audit logs are properly configured and functioning normally over time.
- Conducting routine audits of account and authorization activity to ensure that only authorized use is occurring and maintain audit documentation accordingly. As part of this audit:
 - Provide a list of accounts with privileged access to the appropriate management approvers for review.
 - Support and encourage periodic review by Data Trustees for information covered under a Trustee's responsibilities.

Account and Authorization Audits

Information Security may make routine or ad-hoc requests to audit the accounts and authorizations of any company information system along with the associated audit trail. These audits will ensure that accounts and authorizations are consistent with this document, including that:

1. There is a request for every account with elevated privilege, shared account, or service/process account;
2. The request was approved both by an administrative and technical manager;
3. The request is compliant with applicable regulation, policy, best practice;
4. The granted privileges were indeed required for the approved administrative use;
5. Requests for temporary privileges are expired on the agreed expiration date;
6. Every account is held by a person still at the company; and
7. The account holder's job function still requires the granted privilege.

Exceptions

Information Security is authorized to grant exceptions to the requirements set forth in this document. Any exception granted will require a thorough review of the situation and the implementation of appropriate compensating controls.

In addition, Information Security may publish directives aimed at clarifying the intent of a standard to aid in the interpretation of this policy.



External Connections Policy

AC.L1-3.1.20

Date Approved:	Last Update:
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Purpose:

This is intended to address policy and procedures for the use of external information systems regarding access and information handling.

Policy:

The City of Fort Lupton (CFL) establishes terms and conditions, consistent with any trust relationships established with other organizations owning, operating, and/or maintaining external information systems, allowing authorized individuals to:

1. Access company information systems from the external information systems; and
2. Process, store, and/or transmit company-controlled information using the external information systems.

Control Enhancements for Sensitive Systems:

1. CFL permits authorized individuals to use an external information system to access the information systems or to process, store, or transmit company-controlled information only when CFL:
 - a. Can verify the implementation of required security controls on the external system as specified in CFL’s information security policy and security plan; or
 - b. Has approved information systems connection or processing agreements with the organizational entity hosting the external information system.
2. CFL limits the use of company-controlled portable storage media by authorized individuals on external information systems.



Control Public Information

AC.L1-3.1.22

Date Approved:	Last Update:
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Purpose:

In accordance with laws, Executive Orders, directives, policies, regulations, or standards, the public is not authorized access to nonpublic information (e.g., information protected under the Privacy Act, CUI, and proprietary information). This requirement addresses systems that are controlled by the organization and accessible to the public, typically without identification or authentication. Individuals authorized to post CUI onto publicly accessible systems are designated. The content of information is reviewed prior to posting onto publicly accessible systems to ensure that nonpublic information is not included.

Policy:

- a. Designate individuals authorized to make information publicly accessible;
- b. Train authorized individuals to ensure that publicly accessible information does not contain nonpublic information;
- c. Review the proposed content of information prior to posting onto the publicly accessible system to ensure that nonpublic information is not included; and
- d. Review the content on the publicly accessible system for nonpublic information and remove such information, if discovered.



Identify Information System Users, Processes Acting on Behalf of Users, or Devices

IA.L1-3.5.1

Date Approved:	Last Update:
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Purpose:

Authentication helps City of Fort Lupton (CFL) to know who is using or viewing company systems. It is required to assign individual, unique identifiers, like user names, to all employees/users who access company systems. Confirmation of the identities of users, processes, or devices is required before allowing them access to the company's information systems - usually done through complex passwords.

Policy Statement:

CFL users include employees or individuals that CFL deems to have equivalent status of employees (e.g., contractors, guest researchers). This control applies to all accesses other than:

- (i) accesses that are explicitly identified; and
- (ii) accesses that occur through authorized use of group authenticators without individual authentication. CFL may require unique identification of individuals in group accounts (e.g., shared privilege accounts) or for detailed accountability of individual activity. CFL employs passwords, tokens, or biometrics to authenticate user identities, or in the case of multifactor authentication, some combination thereof. Access to organizational information systems is defined as either local access or network access. Local access is any access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained by direct connections without the use of networks. Network access is access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained through network connections (i.e., nonlocal accesses). Remote access is a type of network access that involves communication through external networks (e.g., the Internet). Internal networks include local area networks and wide area networks. In addition, the use of encrypted virtual private networks (VPNs) for network connections between organization-controlled endpoints and non-organization-controlled endpoints may be

treated as internal networks from the perspective of protecting the confidentiality and integrity of information traversing the network.

Organizations can satisfy the identification and authentication requirements in this control by complying with the requirements in Homeland Security Presidential Directive 12 consistent with the specific organizational implementation plans. Multifactor authentication requires the use of two or more different factors to achieve authentication. The factors are defined as:

- (i) something you know (e.g., password, personal identification number [PIN]);
- (ii) something you have (e.g., cryptographic identification device, token); or
- (iii) something you are (e.g., biometric).

Multifactor solutions that require devices separate from information systems gaining access include, for example, hardware tokens providing time-based or challenge-response authenticators and smart cards such as the U.S. Government Personal Identity Verification card and the DoD common access card. In addition to identifying and authenticating users at the information system level (i.e., at logon), organizations also employ identification and authentication mechanisms at the application level, when necessary, to provide increased information security.



Authentication of Users

IA.L1-3.5.2

Date Approved:	Last Update:
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Purpose:

In order to maintain confidentiality and integrity of its data and systems, City of Fort Lupton (CFL) requires the authentication of each user, process or device that accesses CFL network resources. Individual, unique identifiers, like usernames, are to be assigned to all employees/users who access CFL systems. Confirmation of the identities of users, processes, or devices before allowing them access to the company's information system-usually done through passwords.

Policy Statement:

Only authorized users are granted access to information systems, and users are limited to specific defined, documented, and approved applications and levels of access rights. Computer and communications systems access control is to be achieved via user IDs that are unique to each individual user to provide individual accountability. This policy affects all employees, contractors, consultants, temporary employees and business partners. Users who deliberately violate this policy will be subject disciplinary action. This policy applies to all computer and communications systems owned or operated by CFL and its subsidiaries. Similarly, this policy applies to all platforms (operating systems) and all applications systems.



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Youth Advisory Committee for a Term Beginning August 1, 2024 and Ending August 31, 2025 and Designating the City Liaison and Ex-Officio for the Committee

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Youth Committee was established earlier this year to allow for youth leadership by volunteering and engaging with the community. The City has received applications from eight (8) candidates wishing to serve on the committee. All candidates have met the requirements to serve on the committee and shall serve from August 1, 2024, to August 31, 2025.

The Resolution is also designating the City Liaisons and Ex-Officio for the Committee.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

1. Approve the Resolution.
2. Deny the Resolution and continue to solicit for applications through announcements on the City of Fort Lupton's webpage and social media accounts.

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution with Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE YOUTH ADVISORY COMMITTEE FOR A TERM BEGINNING AUGUST 1, 2024, AND ENDING AUGUST 31, 2025 AND DESIGNATING THE CITY LIAISONS AND EX-OFFICIO FOR THE COMMITTEE

WHEREAS, the Youth Committee was established earlier this year to allow for youth leadership by volunteering and engaging with the community; and

WHEREAS, the Committee has the broad authority to study and research any and all youth activity matter within the City; and

WHEREAS, the Committee shall discuss and decide on various volunteer activities/events to participate in and/or organize throughout the community; and

WHEREAS, the Committee may present Youth and Teen Activities and engagement information to schools, organizations and committees if requested; and

WHEREAS, Youth Committee applicants must be enrolled in grades 6-12. The term shall be from August to August of each year.

WHEREAS, the City has received applications from eight (8) candidates wishing to serve on the committee; and

WHEREAS, all applications have been considered by the Mayor; and

WHEREAS, all candidates have met the requirements to serve on the committee.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the Youth Advisory Committees for a term beginning August 1, 2024 and ending August 30, 2025 and designating the City Liaisons and Ex-Officio for the Committee.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 16th DAY OF JULY 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"

YOUTH ADVISORY COMMITTEE		
Name	Term	Position
Angela Dominguez	08/01/2024 – 08/30/2025	
Dylan Johnson	08/01/2024 – 08/30/2025	
Elizabeth Holbrook	08/01/2024 – 08/30/2025	
Josiah Archuleta	08/01/2024 – 08/30/2025	
Liliana Delgado	08/01/2024 – 08/30/2025	
Maddy Overly	08/01/2024 – 08/30/2025	
Oziel Rodriguez IV	08/01/2024 – 08/30/2025	
Sebastian Carrasco	08/01/2024 – 08/30/2025	
Julie Holm		City Liaison
Paige Avery		City Liaison
Valerie Blackston		Ex-Officio



SUBJECT FOR DISCUSSION

Adopting a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the Lancaster Crossing Annexation Submitted by Baessler Development, LLC as the Representative for Thermo Farms General Partnership, LLC and Setting the Public Hearing for September 3, 2024.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Baessler Development, LLC as the Representative for Thermo Farms General Partnership, LLC (the "Applicants") has submitted an annexation petition to initiate annexation proceedings for a parcel of land and road right-of-way. The parcel is located west and adjacent to County Road 31 and south and adjacent to County Road 16 (Parcel No. 130933100006). This proposed annexation, known as the Lancaster Annexation, consists of a total of 97.24 acres, more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on September 3, 2024.

The initiating resolution is the first step in the annexation process and is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. The resolution also sets the public hearing date to consider the annexation. If Council adopts the resolution to accept the petition, the petitioners will move on to the next step, which is the review of the proposed annexation, initial zoning, and submitted application documents by the Development Review Team (DRT). Step three is a review and public hearing on August 22, 2024 by the Planning Commission who will provide Council with a recommendation. City Council is then required to act upon the request by ordinance at the public hearing, which is proposed to be set for September 3, 2024, which is the final step in the process.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

State law and the Fort Lupton Municipal Code require the City Council to set a hearing date for the annexation request (Municipal Code Chapter 15). The Council hearing date must not be less than 30 days nor more than 60 days from the date of the resolution of substantial compliance, unless stipulated by the applicant. The proposed City Council public hearing date of September 3, 2024 complies with this requirement.

According to State annexation law, if the City Council finds the annexation petition and the annexation map in substantial conformance with Section 31-12-107 C.R.S. a resolution may be adopted to initiate annexation proceedings. Section 31-12-107 outlines the requirements for a proper annexation petition and the supporting annexation map. It is the opinion of staff that the petition and annexation map meet the requirements of Section 31-12-107 C.R.S. A finding of substantial conformance does not imply that Council

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

agrees that the property should be annexed; however, a finding that the petition and map do not conform to the requirements is effectively a denial. Staff believes that the petition and annexation map are in substantial conformance with such requirements.

ALTERNATIVES/OPTIONS

The City Council has the following three options:

- a) Approve the resolution accepting the annexation petition and initiating the annexation proceedings; or
- b) Reject the annexation petition at which time the annexation request will not move forward; or
- c) Delay action on the resolution to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approval of the Resolution accepting the annexation petition and initiating annexation proceedings for the Lancaster Annexation and set the public hearing for September 3, 2024.

- Attachments:**
- a. Proposed Resolution
 - b. Land Use Application
 - c. Annexation Petition
 - d. Annexation Map

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE LANCASTER ANNEXATION AND SETTING THE PUBLIC HEARING FOR SEPTEMBER 3, 2024

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Thermo Farms General Partnership, LLC for 97.24 acres, more or less, and known as the Lancaster Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the Lancaster Annexation and sets the hearing date for September 3, 2024, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 16th DAY OF JULY 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Land Use Application Form

A. CONTACT INFORMATION

- 1) Property Owner Name: Thermo Farms General Partnership, LLC
 Company: BJ Johanningmeier
 Phone: 970-227-3393 Email: bj@cbanoco.com
 Address: 1540 Main Street #218/303, Windsor CO 80550
 Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 2) Representative Name: Melissa Wheeler
 Company: Baessler Development, LLC
 Phone: 970-412-2153 Email: mwheeler@baesslerhomes.com
 Address: 33105 County Road 33, Greeley CO 80631
 Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 3) Billing Contact (where invoices should be directed to): Melissa Wheeler
 Company: Baessler Development, LLC
 Phone: 970-412-2153 Email: mwheeler@baesslerhomes.com
 Address: 33105 County Road 33, Greeley CO 80631

B. SITE DESCRIPTION

Site Address: NW corner of 14th St & CR 31- TBD
 Parcel Number: 130933100006
 Existing Zone Classification: AG Proposed Zone Classification: AG
 Water Type: N/A Sewage Type: N/A

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

Administrative Plat

- ☐ Lot Consolidation
☐ Lot Line Adjustment
☐ Lot Split
☐ Minor Subdivision
☐ Plat Correction

Subdivision

- ☒ Concept Plan
☐ Preliminary Plat
☐ Final Plat

Planned Development

- ☐ New Planned Development
☐ Major Amendment to PUD
☐ Minor Amendment to PUD

Site Plan

- ☐ Administrative Site Plan
☐ Site Plan

Special Use Permit

- ☐ Daycare
☐ General

☒ Annexation & Initial Zoning

- ☐ Appeal
☐ Change of Zone
☐ Comprehensive Plan Amendment
☐ Vacation of ROW or Easement
☐ Variance
☐ Vested Property Rights
☐ Other

Project No. _____

D. PROJECT DESCRIPTION

Project Name: Lancaster Crossing

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

Applicant is requesting to annex the property into the City of Fort Lupton with the proposed use being detached single family, alley load and townhome units. The project will feature parks, internal sidewalks and trail connections.

E. REQUIRED DOCUMENTS

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

F. CERTIFICATIONS

Representative Certification

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

Representative: Missa Wilm Date: 4/19/2024

Owner Certification

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

Owner: William J. Phammy Date: 4/19/2024

For Office Use Only

Received Date: _____

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

Deemed Complete Date: _____

Fees Submitted: _____

Escrow Submitted: _____

Instructions for Submitting the Land Use Application Form

DEFINITIONS

Words in the singular include the plural and words in the plural include the singular.

Application refers to the official submittal to the City of Fort Lupton's Planning Department for review of the proposed land use development identified in the land use application form. The application includes the form, all materials submitted for review of the project, including those documents required under the Land Use Regulations of the Municipal Code, and any additional information provided.

Project refers to the land use development identified on the land use application form and application materials.

Property refers to the land that is being proposed for development as described in the land use application form and application materials.

A. CONTACT INFORMATION

- 1) Provide contact information for all owners of any property that is the subject of the application. If the contact information for all property owners will not fit on the space provided, submit a separate sheet for the additional owners.
- 2) Provide contact information for all persons, firms or businesses that are authorized by the owners identified in Section A(1) to work on the land use application, including, but not limited to, discussing the project, submitting application materials, and attending meeting and hearings. If the contact information for all representatives will not fit on the space provided, submit a separate sheet for the additional representatives.
- 3) Provide contact and mailing information for the person that should receive all invoices for the project. If this person changes at any time, contact the Planning Department immediately to update this information.

B. SITE DESCRIPTION

Provide all information requested. Parcel numbers and address information may be found at the Weld County Property Portal at <https://www.co.weld.co.us/maps1/propertyportal/>. Current zoning can be found at <https://www.fortluptonco.gov/405/Zoning>.

C. APPLICATION TYPE

Select the land use application that is applicable to the project. If there are multiple land use application types being submitted to run concurrently, select all that apply. The land use application types will be identified during the required pre-application meeting. If you have any questions about this, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.

D. PROJECT DESCRIPTION

Please select a project name that will be referenced throughout the project and a description of what the project entails. If you need more space for the project description, please attach a separate sheet.

E. REQUIRED DOCUMENTS

Required documents will be discussed during the pre-application meeting with the Planning Department. If any documents are missing, the acceptance of the application may be delayed until the submittal is complete.

F. CERTIFICATIONS

Representative Certification. Provide the signature of all authorized representatives in this section.

Owner Certification. Provide the signature of all owners of properties included in the application in this section.

For any other questions, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Lancaster Crossing Annexation to the City of Fort Lupton.

As part of this petition, your petitioners further state to the City Council that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 92.42 acres, more or less, in total area.
 - j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally

describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.

- k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
 4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
 5. The zoning classification requested for the area proposed to be annexed is AG, as shown on the annexation map attached hereto and incorporated herein.
 6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
 7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion **at such time that municipal water is necessary to serve current or future development on the property**. At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right

which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$2,048.77 is tendered herewith.

THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

1	Land Owner Name: Signature: <i>William J. J. [Signature]</i>	Mailing Address (street, city, state, ZIP): Date of signing: <i>4/19/2024</i>
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 19 day of April, 2024, by

Witness my hand and official seal.

My commission expires on 06/17/2027.

[Signature]
Notary Public



Exhibit A
[Exhibit A to the Annexation Petition should exclude public right of way. If necessary, attach separate sheet(s).]

Land Owned by Land Owner 1:

PROPERTY DESCRIPTION

LANCASTER CROSSING ANNEXATION

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°34'40" EAST ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;
THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;
THENCE NORTH 00°44'36" WEST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 28 A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH RIGHT-OF-WAY OF SAID COUNTY ROAD 16 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 89°43'30" EAST A DISTANCE OF 2647.07 FEET;
THENCE NORTH 89°09'47" EAST A DISTANCE OF 1707.45 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 30.00 FEET;
THENCE CONTINUING SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;
THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;
THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;
THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;
THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;
THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;
THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;
THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;
THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;
THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;
THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;
THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;
THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;
THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;
THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

Zachery Cesar, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.

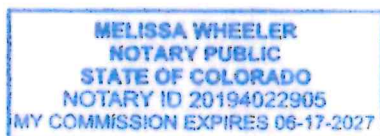

(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 19 day of April, 2024, by Zachery Cesar.

Witness my hand and official seal.

My commission expires on 06/17/2027.


Notary Public



LANCASTER CROSSING ANNEXATION
TO THE CITY OF FORT LUPTON, COLORADO
A PORTION OF THE N1/2 OF SECTION 33 AND A PORTION OF THE S1/2 OF SECTION 28,
TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

PROPERTY DESCRIPTION:

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

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THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;
THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;
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THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT THERMO FARMS, GENERAL PARTNERSHIP, L.L.P., BEING THE SOLE OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF LANCASTER CROSSING ANNEXATION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS THE _____ DAY OF _____, 20____.

BY: _____ AS: _____

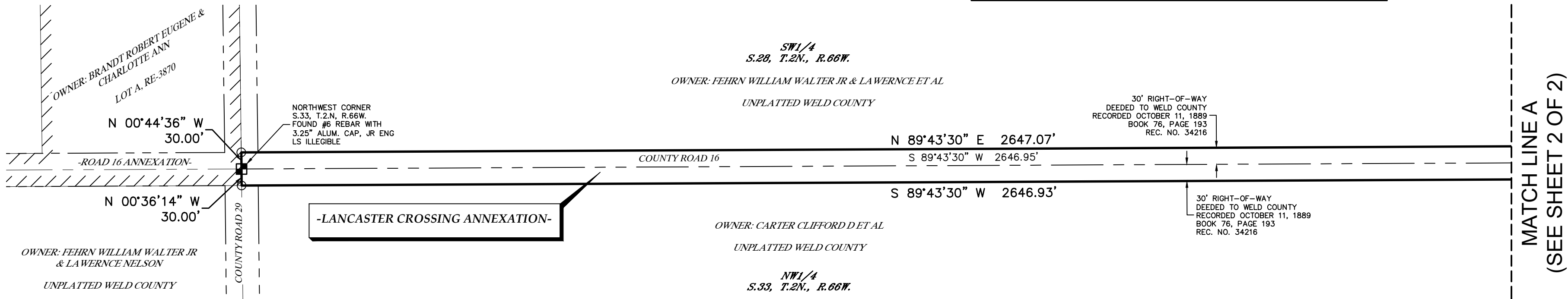
STATE OF COLORADO }
COUNTY OF WELD } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____ OF _____

THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC



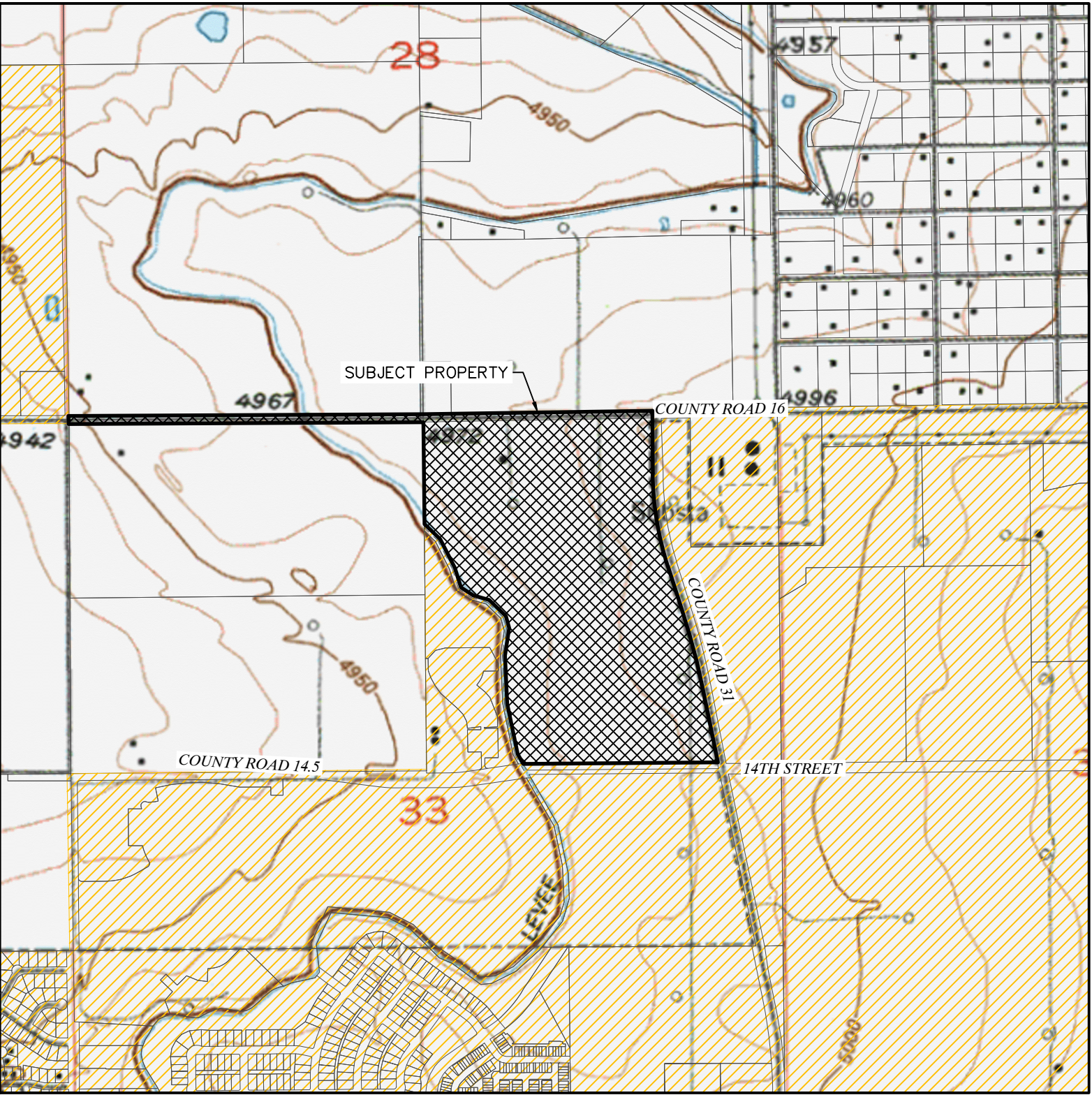
ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6280.86
TOTAL BOUNDARY PERIMETER (L.F.)	14042.73
1/6 OF PERIMETER (L.F.)	2340.46
ANNEXATION RATIO (1 to X)	2.236
TOTAL LAND AREA (Acres)	97.24



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS		
DESCRIPTION:		DATE:
ADDRESS CITY COMMENTS	BTB	2024-05-17
REVISE ANNEXATION BOUNDARY	BTB	2024-06-26

LANCASTER CROSSING ANNEXATION		
S.33 & S.28, T.2N., R.66W.		
WELD COUNTY, COLORADO		
BAESSLER DEVELOPMENT, LLC		
33105 COUNTY ROAD 33, GREELEY, COLORADO 80631		
DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 1 OF 2



VICINITY MAP

SCALE - 1"=1000'

VICINITY LEGEND

	GIS PARCEL LINES
	SUBJECT PROPERTY
	CITY OF FORT LUPTON

LEGEND

	SECTION LINE
	QUARTER SECTION LINE
	BOUNDARY LINE
	ADJACENT LOT LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	CURRENT CORPORATE LIMITS OF THE CITY OF FORT LUPTON
	ALIQUOT MONUMENT AS DESCRIBED
	FOUND MONUMENT AS DESCRIBED
	CALCULATED POSITION
	WELL HEAD
	PLUGGED & ABANDONED WELL

PLANNING COMMISSION RECOMMENDATION

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK

MAYOR

SEAL

TITLE COMMITMENT NOTE

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LAT40, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OR RECORDS, LAT40, INC. RELIED UPON ALTA COMMITMENT NUMBER ETAS00657, HAVING AN EFFECTIVE DATE OF DECEMBER 4, 2023, AS ISSUED BY ELDORADO TITLE ALLIANCE, LLC, TO DELINEATE THE AFORESAID INFORMATION.

PROJECT CONTACTS

LAND OWNER:
THERMO FARMS
1540 MAIN ST. #218/303
WINDSOR, CO 80550

APPLICANT/OWNER'S REPRESENTATIVE:
BAESSLER DEVELOPMENT LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80631
ATTN: MELISSA WHEELER

SURVEYOR:
LAT40°, PROFESSIONAL LAND SURVEYORS
6250 WEST 10TH STREET, UNIT 2
GREELEY, COLORADO 80634
ATTN: BRIAN BRINKMAN

SURVEYOR'S NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON. (13-80-105 C.R.S.)

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, T.2N., R.66W., AS BEARING NORTH 89°09'47" EAST AS MONUMENTED BY A #6 REBAR WITH A 3.25" ILLEGIBLE ALUMINUM CAP AT THE WEST END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 13482 AT THE EAST END, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT".

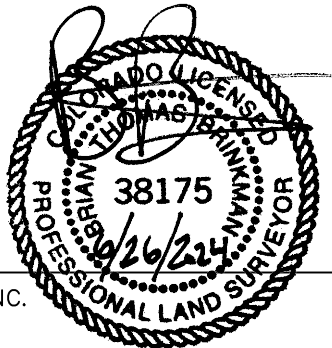
3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING CITY OF FORT LUPTON MUNICIPAL LIMITS.

4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:

FORT LUPTON FIRE PROTECTION DISTRICT
FORT LUPTON RE-8 SCHOOL DISTRICT
CENTRAL COLORADO WATER DISTRICT
CENTRAL COLORADO WATER SUBDISTRICT
NORTHERN COLORADO WATER
HIGH PLAINS LIBRARY DISTRICT
AIMS JUNIOR COLLEGE DISTRICT
PLATTE VALLEY CONSERVATION DISTRICT

SURVEYOR'S STATEMENT

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



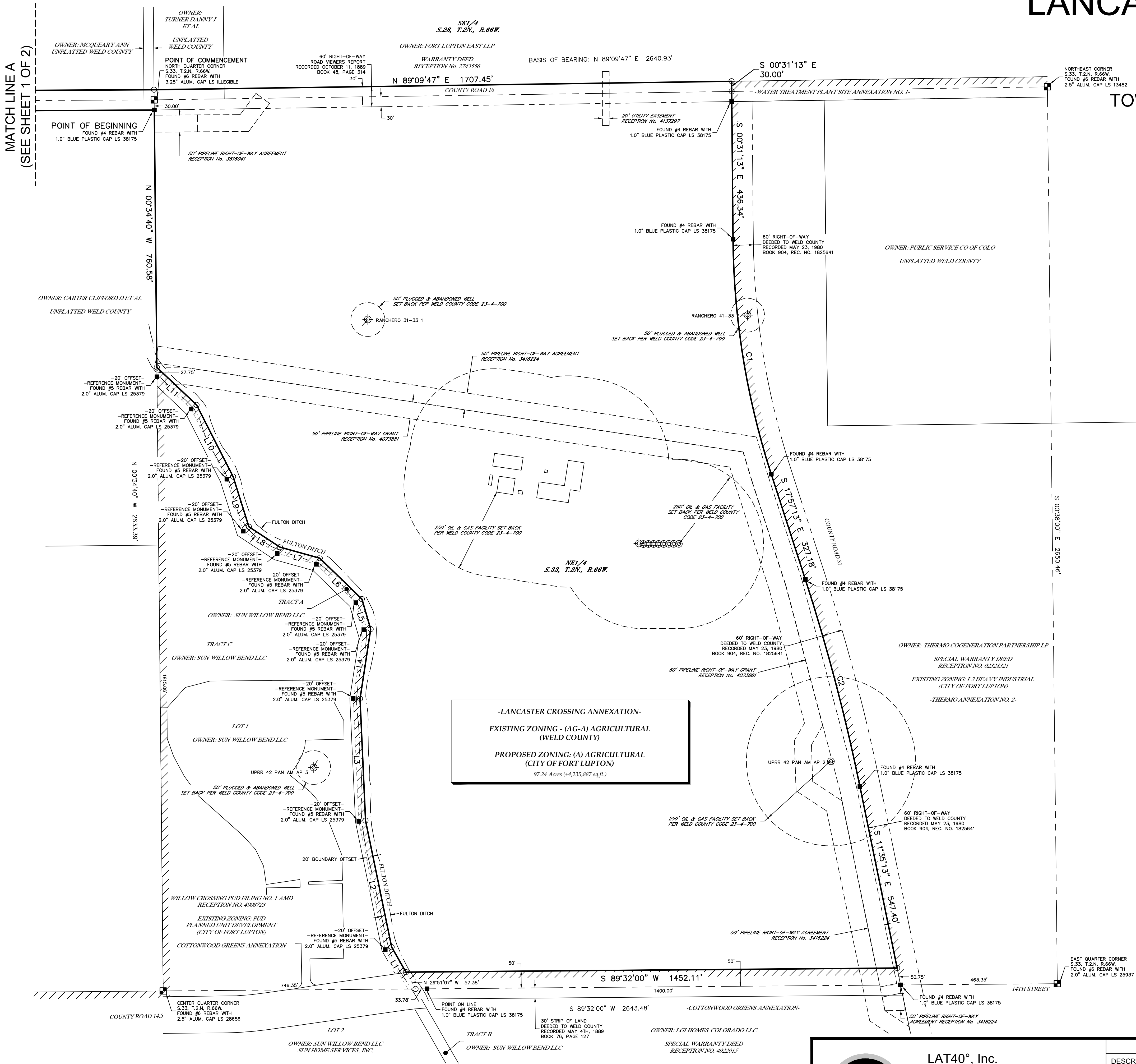
SHEET 1 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

SHEET SIZE: 24X36

LANCASTER CROSSING ANNEXATION

TO THE CITY OF FORT LUPTON, COLORADO
A PORTION OF THE N1/2 OF SECTION 33 AND
A PORTION OF THE S1/2 OF SECTION 28,
TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



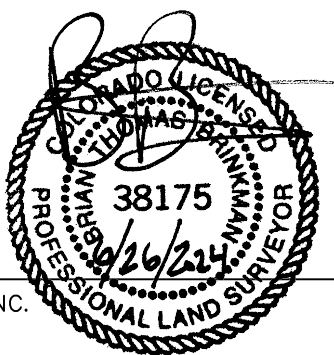
LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- BOUNDARY LINE
- ADJACENT LOT LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CURRENT CORPORATE LIMITS OF THE CITY OF FORT LUPTON
- ALQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- WELL HEAD
- PLUGGED & ABANDONED WELL

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	706.46'	2321.83'	17°26'00"	S 09°14'13" E	703.74'
C2	633.33'	5699.58'	6°22'00"	S 14°46'13" E	633.01'

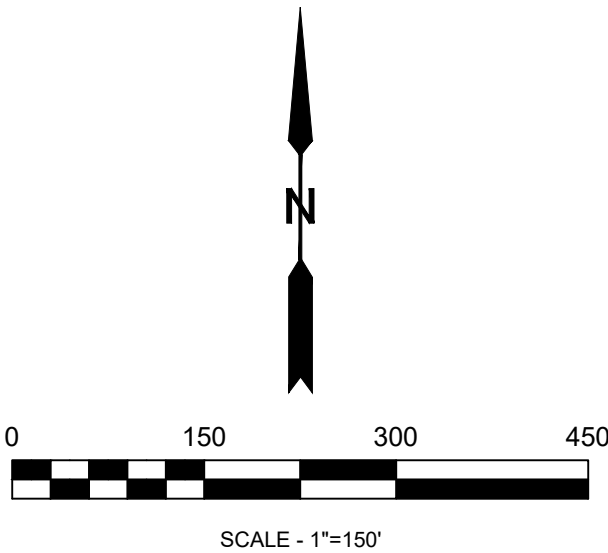
LINE	BEARING	DISTANCE
L1	N 29°51'03" W	84.85'
L2	N 11°38'56" W	382.04'
L3	N 02°36'51" W	360.14'
L4	N 08°45'29" E	208.08'
L5	N 16°21'09" W	92.77'
L6	N 45°52'37" W	173.40'
L7	N 74°25'26" W	122.24'
L8	N 56°44'42" W	109.68'
L9	N 17°32'34" W	155.42'
L10	N 27°00'54" W	237.74'
L11	N 46°35'53" W	161.51'

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6280.86
TOTAL BOUNDARY PERIMETER (L.F.)	14042.73
1/6 OF PERIMETER (L.F.)	2340.46
ANNEXATION RATIO (1 to X)	2.236
TOTAL LAND AREA (Acres)	97.24



SHEET 2 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
ADDRESS CITY COMMENTS	BTB 2024-05-17
REVISE ANNEXATION BOUNDARY	BTB 2024-06-26

LANCASTER CROSSING ANNEXATION		
S.33 & S.28, T.2N., R.66W. WELD COUNTY, COLORADO BAESSLER DEVELOPMENT, LLC 33105 COUNTY ROAD 33, GREELEY, COLORADO 80631		
DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 2 OF 2



SUBJECT FOR DISCUSSION

Adopting a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the Silver Lining Annexation Submitted by Silver Lining Investment Group and Setting the Public Hearing for September 3, 2024.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Silver Lining Investment Group (the “Applicant”) has submitted an annexation petition to initiate annexation proceedings for a parcel of land. The parcel is located south and adjacent to County Road 24.5 and east and adjacent to County Road 21.5 (Parcel No. 131102400001). This proposed annexation, known as the Silver Lining Annexation, consists of a total of 49.54 acres, more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on September 3, 2024.

The initiating resolution is the first step in the annexation process and is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. The resolution also sets the public hearing date to consider the annexation. If Council adopts the resolution to accept the petition, the petitioners will move on to the next step, which is the review of the proposed annexation, initial zoning, and submitted application documents by the Development Review Team (DRT). Step three is a review and public hearing on August 22, 2024 by the Planning Commission who will provide Council with a recommendation. City Council is then required to act upon the request by ordinance at the public hearing, which is proposed to be set for September 3, 2024, which is the final step in the process.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

State law and the Fort Lupton Municipal Code require the City Council to set a hearing date for the annexation request (Municipal Code Chapter 15). The Council hearing date must not be less than 30 days nor more than 60 days from the date of the resolution of substantial compliance, unless stipulated by the applicant. The proposed City Council public hearing date of September 3, 2024 complies with this requirement.

According to State annexation law, if the City Council finds the annexation petition and the annexation map in substantial conformance with Section 31-12-107 C.R.S. a resolution may be adopted to initiate annexation proceedings. Section 31-12-107 outlines the requirements for a proper annexation petition and the supporting annexation map. It is the opinion of staff that the petition and annexation map meet the requirements of Section 31-12-107 C.R.S. A finding of substantial conformance does not imply that Council agrees that the property should be annexed; however, a finding that the petition and map do not conform

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

to the requirements is effectively a denial. Staff believes that the petition and annexation map are in substantial conformance with such requirements.

ALTERNATIVES/OPTIONS

The City Council has the following three options:

- a) Approve the resolution accepting the annexation petition and initiating the annexation proceedings; or
- b) Reject the annexation petition at which time the annexation request will not move forward; or
- c) Delay action on the resolution to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approval of the Resolution accepting the annexation petition and initiating annexation proceedings for the Silver Lining Annexation and set the public hearing for September 3, 2024.

- Attachments:**
- a. Proposed Resolution
 - b. Land Use Application
 - c. Annexation Petition
 - d. Annexation Map

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE SILVER LINING ANNEXATION AND SETTING THE PUBLIC HEARING FOR SEPTEMBER 3, 2024

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Silver Linings Investment Group for 49.54 acres, more or less, and known as the Silver Lining Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the Silver Lining Annexation and sets the hearing date for September 3, 2024, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 16th DAY OF JULY 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Land Use Application Form

A. CONTACT INFORMATION

- 1) Property Owner Name: Derek Barnes/Silver Lining Investment Group
- 2) Company: Silver Lining Investment Group
- Phone: 303-718-3484 Email: derekrbarnes@gmail.com
- Address: 16068 cinnamon Circle, Mead, Co 80542
- Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 3) Representative Name: Derek Barnes
- Company: Silver Lining Investment Group
- Phone: 303-718-3484 Email: derekrbarnes@gmail.com
- Address: 16068 cinnamon Circle, Mead, Co 80542
- Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 3) Billing Contact (where invoices should be directed to): Derek Barnes
- Company: Silver Lining Investment Group2)
- Phone: 303-718-3484 Email: derekrbarnes@gmail.com
- Address: 16068 cinnamon circle, Mead Co 80542

B. SITE DESCRIPTION

LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, LOCATED IN THE WEST 1/2 OF THE SOUTHEAST QUARTER OF

Site Address: SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

Parcel Number: LOT B NO: 1311-2-4-RE2788

Existing Zone Classification: AG Proposed Zone Classification: AG

Water Type: Water Taps installed (Central Weld Water) Sewage Type: Septic Systems

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

Administrative Plat

- ☐ Lot Consolidation
- ☐ Lot Line Adjustment
- ☐ Lot Split
- ☒ Minor Subdivision
- ☐ Plat Correction

Subdivision

- ☐ Concept Plan
- ☐ Preliminary Plat
- ☐ Final Plat

Planned Development

- ☐ New Planned Development
- ☐ Major Amendment to PUD
- ☐ Minor Amendment to PUD

Site Plan

- ☐ Administrative Site Plan
- ☒ Site Plan

Special Use Permit

- ☐ Daycare
- ☐ General

☒ Annexation & Initial Zoning

- ☐ Appeal
- ☐ Change of Zone
- ☐ Comprehensive Plan Amendment
- ☐ Vacation of ROW or Easement
- ☐ Variance
- ☐ Vested Property Rights
- ☐ Other

Project No. _____

D. PROJECT DESCRIPTION

Project Name: Barnes Estates

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

We are requesting that the current parcel at LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6 TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO be annexed and made into a subdivision to the city of Fort Lupton. Barndominum houses will be constructed and water will be provided by taps installed from Central Weld County water. Electrical will be installed and the sewer systems will be individual septic systems.

E. REQUIRED DOCUMENTS

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

F. CERTIFICATIONS

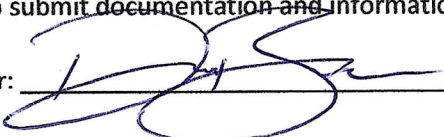
Representative Certification

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

Representative: _____ Date: _____

Owner Certification

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

Owner:  Date: Feb-28-2024

For Office Use Only

Received Date: _____

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

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

Instructions for Submitting the Land Use Application Form

DEFINITIONS

Words in the singular include the plural and words in the plural include the singular.

Application refers to the official submittal to the City of Fort Lupton's Planning Department for review of the proposed land use development identified in the land use application form. The application includes the form, all materials submitted for review of the project, including those documents required under the Land Use Regulations of the Municipal Code, and any additional information provided.

Project refers to the land use development identified on the land use application form and application materials.

Property refers to the land that is being proposed for development as described in the land use application form and application materials.

A. CONTACT INFORMATION

- 1) Provide contact information for all owners of any property that is the subject of the application. If the contact information for all property owners will not fit on the space provided, submit a separate sheet for the additional owners.
- 2) Provide contact information for all persons, firms or businesses that are authorized by the owners identified in Section A(1) to work on the land use application, including, but not limited to, discussing the project, submitting application materials, and attending meeting and hearings. If the contact information for all representatives will not fit on the space provided, submit a separate sheet for the additional representatives.
- 3) Provide contact and mailing information for the person that should receive all invoices for the project. If this person changes at any time, contact the Planning Department immediately to update this information.

B. SITE DESCRIPTION

Provide all information requested. Parcel numbers and address information may be found at the Weld County Property Portal at <https://www.co.weld.co.us/maps1/propertyportal/>. Current zoning can be found at <https://www.fortluptonco.gov/405/Zoning>.

C. APPLICATION TYPE

Select the land use application that is applicable to the project. If there are multiple land use application types being submitted to run concurrently, select all that apply. The land use application types will be identified during the required pre-application meeting. If you have any questions about this, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.

D. PROJECT DESCRIPTION

Please select a project name that will be referenced throughout the project and a description of what the project entails. If you need more space for the project description, please attach a separate sheet.

E. REQUIRED DOCUMENTS

Required documents will be discussed during the pre-application meeting with the Planning Department. If any documents are missing, the acceptance of the application may be delayed until the submittal is complete.

F. CERTIFICATIONS

Representative Certification. Provide the signature of all authorized representatives in this section.

Owner Certification. Provide the signature of all owners of properties included in the application in this section.

For any other questions, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.

DB

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the ___Silver Lining Investment Group LP and Derek R. Barnes ___ Annexation to the City of Fort Lupton.

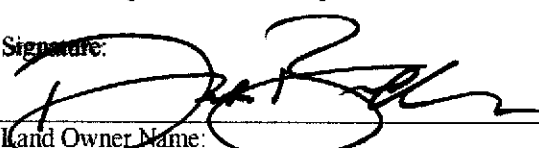
As part of this petition, your petitioners further state to the City Council that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is ___49.99___ acres, more or less, in total area.

- j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
5. The zoning classification requested for the area proposed to be annexed is LOT1-3 R-1, LOT 4 AG, as shown on the annexation map attached hereto and incorporated herein.
6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion. Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$ 2500 is tendered herewith.

THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

1	Land Owner Name: Silver Lining Investment Group Signature: 	Mailing Address (street, city, state, ZIP): 16068 cinnamon Circle, Mead, Co 80542 Date of signing: 10-5-2024
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 5th day of June, 2024 by

Witness my hand and official seal.

My commission expires on 8/1/2026.

Melissa Carranco
Notary Public

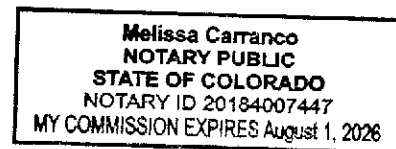


Exhibit A

[Exhibit A to the Annexation Petition should exclude public right of way. If necessary, attach separate sheet(s).]

Land Owned by Land Owner 1:

Derek Barnes/Silver Lining Investment Group

 LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, SITUATED IN
THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2
NORTH, RANGE 67 WEST OF THE 6 TH PRINCIPAL MERIDIAN, COUNTY
OF WELD, STATE OF COLORADO

Land Owned by Land Owner 2:

Land Owned by Land Owner 3:

Land Owned by Land Owner 4:

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

_____, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.

(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this _____ day of _____, 20____, by_____.

Witness my hand and official seal.

My commission expires on _____.

Notary Public

ANNEXATION MAP - SILVER LININGS ANNEXATIONS NOS. 1 AND 2

PROJECT NO. LUP2022-XXXX
AND PLAN NOS. ANX2022-XXX

LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, LOCATED IN THE WEST 1/2 OF THE SOUTHEAST QUARTER
OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

PARCEL DESCRIPTION:

A PLAT OR PARCEL OF LAND IN WELD COUNTY, COLORADO, LOCATED IN THE WEST 1/2
OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH
PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTHERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST
1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH
A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS
BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND
2" ALUMINUM CAP MARKED LS 25937 - 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4
OF SECTION 2, A DISTANCE OF 2040.53 FEET;

THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2,
SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;

THENCE SOUTH 0°23'05" EAST A DISTANCE OF 578.00 FEET TO A POINT ON THE NORTH RIGHT OF
WAY LINE OF COUNTY ROAD 24;

THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 685.97 FEET TO A
POINT ON THE WEST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE ALONG SAID WEST LINE, NORTH 0°45'15" WEST A DISTANCE OF 1277.40 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;

THENCE NORTH 0°45'15" WEST A DISTANCE OF 1335.80 FEET, TO A POINT ON THE NORTH LINE OF
THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2;

THENCE ALONG SAID NORTH LINE, NORTH 89°34'00" EAST A DISTANCE OF 637.82 FEET TO THE
POINT OF BEGINNING.

CONTAINING 2,157,837 SQUARE FEET OR 49.537 ACRES, MORE OR LESS.

ANNEXATION NO. 1 DESCRIPTION:

A PLAT OR PARCEL OF LAND IN WELD COUNTY, COLORADO, LOCATED IN THE WEST 1/2
OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH
PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTHERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST
1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH
A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS
BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 2, DESCRIBED AS SHOWN HEREON;

THENCE N 0°45'15" W, 30.00 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 24 AND
THE POINT OF BEGINNING;

THENCE CONTINUING NORTHERLY, ALONG WEST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4
OF SECTION 2, N 0°45'15" W, 873.33 FEET

THENCE DEPARTING SAID WEST LINE S 77°25'22" E, 1,335.63 FEET TO A POINT ON THE EAST LINE
OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2;

THENCE WESTERLY, S 89°48'15" W, 610.00 FEET;

THENCE SOUTHERLY, S 0°23'05" E, 578.00 FEET, TO A POINT ON NORTH RIGHT OF WAY LINE OF
COUNTY ROAD 24;

THENCE WESTERLY, ALONG SAID RIGHT OF WAY LINE, S 89°48'15" W, 685.97 FEET TO THE POINT
OF BEGINNING.

CONTAINING 589,466 SQUARE FEET OR 13.532 ACRES, MORE OR LESS

ANNEXATION NO. 2 DESCRIPTION:

A PLAT OR PARCEL OF LAND IN WELD COUNTY, COLORADO, LOCATED IN THE WEST 1/2
OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH
PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTHERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST
1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH
A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS
BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 2, DESCRIBED AS SHOWN HEREON;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF
SECTION 2, N 0°45'15" W, 903.33 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTHERLY ALONG SAID WEST LINE N 0°45'15" W, 404.06 FEET;

THENCE EASTERLY, DEPARTING SAID WEST LINE, N 89°34'00" E, 675.00;

THENCE N 0°45'15" W, 1,305.80 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF COUNTY
ROAD 28½;

THENCE EASTERLY, ALONG SAID NORTH RIGHR OF WAY LINE, N 89°34'00" E, 637.63 FEET TO THE
EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE SOUTHERLY, ALONG SAID EAST LINE OF THE WEST 1/2 O F THE SOUTHEAST 1/4 OF
SECTION 2, S 0°23'05" E, 2,010.53 FEET;

THENCE DEPARTING SAID EAST LINE, N 77°25'22" W, 1,335.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,549,239 SQUARE FEET OR 35.566 ACRES.

ANNEXATION NO. 1 CONTIGUITY TABLE:

TOTAL PERIMETER: 4,082.94 FEET
REQUIRED 1/6 CONTIGUITY: 680.49 FEET
CONTIGUITY TO CITY LIMITS: 685.97 FEET

TOTAL AREA BEING ANNEXED: 589,466 SQ. FT. OR 13.532 ACRES, MORE OR LESS.

ANNEXATION NO. 2 CONTIGUITY TABLE:

TOTAL PERIMETER: 6,428.84 FEET
REQUIRED 1/6 CONTIGUITY: 1,071.47 FEET
CONTIGUITY TO CITY LIMITS: 1,335.63 FEET

TOTAL AREA BEING ANNEXED: 1,568,371 SQ. FT. OR 36.005 ACRES, MORE OR LESS.

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT _____, BEING THE SOLE OWNERS
OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME
OF SILVER LININGS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF
_____, 20__.

STATE OF COLORADO,)

) SS

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____
ON THIS ____ DAY OF _____, 20__. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

PLANNING COMMISSION RECOMMENDATION

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS
RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS ____ DAY OF _____, 20__.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS
APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON
THE ____ DAY OF _____ A.D., 20__ AND THAT THE MAYOR AND THE CITY OF FORT
LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON,
HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION MAP UPON WHICH THIS
CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS ____ DAY OF _____, 20__.

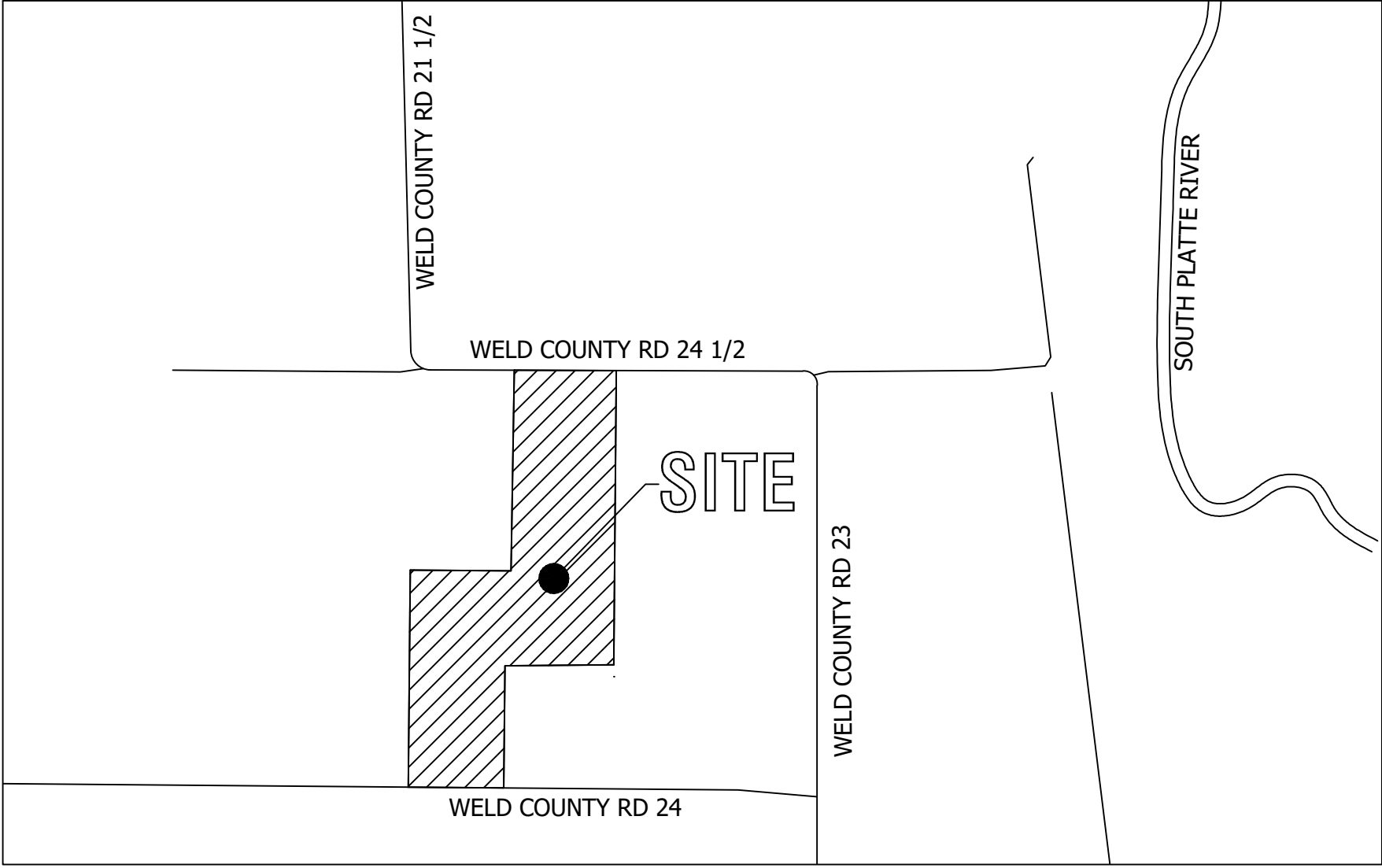
ATTEST: CITY CLERK

MAYOR

SEAL

VICINITY MAP

NOT TO SCALE



NOTES:

- THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A
CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY
COLORADO LAND SURVEYING TO DETERMINE TITLE OR EASEMENTS OF RECORD.
THIS ANNEXATION MAP DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING
WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:
EASEMENTS, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION
RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER
FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL
ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER
YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON
ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THEN TEN YEARS FROM THE
DATE OF THE CERTIFICATION SHOWN HEREON.
- LINEAL UNIT: US SURVEY FOOT. ONE US SURVEY FOOT=12/39.37 METERS.
- BOUNDARY DETERMINATION IS NOT PART OF THIS EXHIBIT. THIS IS NOT A
LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT AND THIS EXHIBIT IS NOT
INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISION OF LAND.
- THIS EXHIBIT IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE
OF SURVEYOR.
- EXISTING ZONING IS A (AGRICULTURAL), PER WELD COUNTY ZONING MAP.
- REQUESTED ZONING R1 SINGLE FAMILY RESIDENTIAL FOR LOTS 1, 2, AND 3.
LOT 4 TO REMAIN A (AGRICULTURAL) ZONE.

APPLICANT:

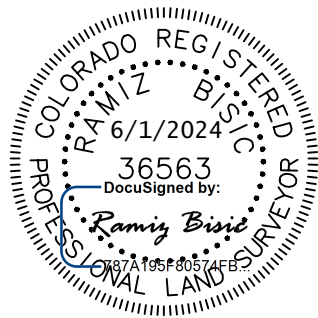
DEREK BARNES
SILVER LININGS INVESTMENT GROUP, LP
10750 COUNTY ROAD 24 1/2
FORT LUPTON, CO 80621
TEL. 303-718-3484
derekbarnes@gmail.com

SURVEYOR'S CERTIFICATE:

I, RAMIZ BISIC, A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
DO HEREBY CERTIFY THAT THIS MAP OF THE LAND PROPOSED TO BE
ANNEXED TO THE CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF
COLORADO WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
FROM EXISTING DOCUMENTS OF RECORD AND THAT THE SAME IS TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND
BELIEF.

PREPARED BY AND ON BEHALF OF
COLORADO LAND SURVEYING
ON may 31, 2024

RAMIZ BISIC, PLS 36563



REVISIONS	TITLE	DONE BY	CHECKED BY	DATE
No				
1.				

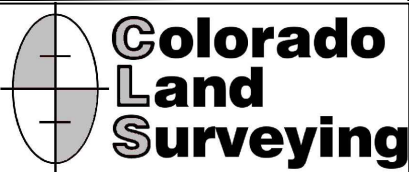
ANNEXATION MAP
LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788

DONE BY/ DATE

SMS - 5/27/2024

CHECKED BY/DATE

RB - 5/31/2024



COLORADO LAND SURVEYING
5343 W. 116TH CIR.
WESTMINSTER, CO 80020
bisic@msn.com
303-882-1429

PROJECT NO.

2022-0055

PAGE NO.

1 OF 2

ANNEXATION MAP - SILVER LININGS ANNEXATIONS NOS. 1 AND 2

PROJECT NO. LUP2022-XXXX
AND PLAN NOS. ANX2022-XXX

LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, LOCATED IN THE WEST 1/2 OF THE SOUTHEAST QUARTER
OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

Parcel #131102200009
Steven S McWilliams, Et al.
A (AGRICULTURAL) ZONE DISTRICT

30' X 300' IRRIGATION WELL AND
IRRIGATION DITCH EASEMENT ON LOT A
OF AMENDED RE773 FOR LOT B OF RE-
2788 BY PLAT AT RECEPTION NO.
2797246, RECORDED 10/02/2000.

EAST 1/16 CORNER SECTION 2
BETWEEN SECTIONS 2 AND 11
FOUND NO. 5 REBAR AND 2" ALUM. CAP
MARKED 25937-1995

CENTER EAST 1/16 CORNER SECTION 2
FOUND NO. 5 REBAR AND 2" ALUMINUM CAP IN RANGE BOX
MARKED 25937 1995
POINT OF BEGINNING-SUBJECT PARCEL

NORTH 30' OF LOT B
EXCLUDED FROM ANNEXATION 2
AREA=0.439 ACRES

ANNEXATION NO. 2
35.566 ACRES NET ±

LOT B
GROSS AREA 49.537 AC ±
-0.439 ACRES NORTH 30'
49.098 ACRES NET ±

LOT A OF
AMENDED RE 773

Parcel #131102000082
Jill A Dever, Et al.
10635 County Road 24, Weld
A (AGRICULTURAL) ZONE
DISTRICT

Parcel #1311024000084
Kenneth W Pennington
10620 County Road 24 1/2, Weld
A (AGRICULTURAL) ZONE DISTRICT

LOT A
RE 2788

ANNEXATION NO. 1
AREA 13.532 AC ±

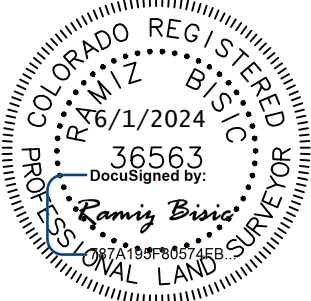
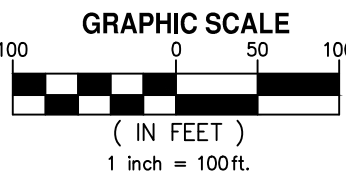
Parcel #1311110000024
James V Carlson Jr
10777 County Road 28, Weld
A (AGRICULTURAL) ZONE
DISTRICT

Parcel #1311020000010
Public Service Co of CO
A (AGRICULTURAL) ZONE DISTRICT

Parcel #1311023000002
Richard Hein
A (AGRICULTURAL) ZONE DISTRICT

MONUMENT SYMBOL LEGEND

- (M) AS MEASURED BEARING AND DISTANCE
- (R) PLATTED INFORMATION PER RECORDED EXEMPTION
NO. 1311-2-4-RE2788, RECEPTION #2797246 OF 10/02/2000
- FOUND SECTION CORNER AS DESCRIBED
- FOUND 5/8" REBAR AND PLASTIC CAP, STAMPED PLS 25937
- FOUND 5/8" REBAR AND 1 1/2" ALUMINUM CAP, STAMPED
PLS 24305
- SET MONUMENT, 5/8" x 24" REBAR WITH 1 1/2" ALUMINUM
CAP STAMPED CLS - PLS 36563



REVISIONS		TITLE		DONE BY/CHECKED BY		DATE	
No							
1.							

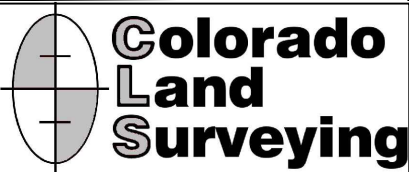
ANNEXATION MAP
LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788

DONE BY/ DATE

SMS/5/28/2024

CHECKED BY/DATE

RB/5/31/2024



COLORADO LAND SURVEYING
5343 W. 116TH CIR.
WESTMINSTER, CO 80020
bissc@msn.com
303-882-1429

PROJECT NO.

2022-0055

PAGE NO.

2 OF 2



SUBJECT FOR DISCUSSION

Authorize the Mayor to Execute an Agreement for the Sale of NISP to Fort Collins-Loveland Water District and the Related Petition to Northern for a Decrease of Fort Lupton Participation.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

With the purchase of the 10 units of Windy Gap from PRPA, city council authorized staff to pursue selling additional participation in the NISP project. The City has been working with Fort Collins-Loveland Water District on an agreement to sell 1000 units. The price per unit is \$3,875 totaling \$3,875,000. Approving agreement will place the transfer on the Northern Water board's agenda. The finalized document will become a part of this action once completed.

This replaces the previous approval from council with updated numbers that Fort Collins-Loveland Water District has verified.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The City attorneys have reviewed and approved the agreement.

ALTERNATIVES/OPTIONS

Approve the Sale
Approve a Different Amount
Don't Approve

STAFF RECOMMENDATIONS

Staff recommends approval of the agreement.

Attachments:

- a. Agreement with Fort Collins-Loveland Water District
- b. Petition to Amend Fort Lupton participation in the NISP project

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

AGREEMENT TO TRANSFER NISP UNITS TO EXISTING NISP PARTICIPANT

THIS AGREEMENT TO TRANSFER NISP UNITS TO EXISTING NISP PARTICIPANT (this “Agreement”) is entered into as of the most recent date written below, by and between the CITY OF FORT LUPTON UTILITY ENTERPRISE (the “City”), and the FORT COLLINS-LOVELAND WATER DISTRICT, acting by and through its Water Activity Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) (the District and the City being singularly referred to as a “Party” and collectively referred to as the “Parties”).

WHEREAS, each Party is an existing participant in the water project being developed by the Northern Integrated Supply Project Water Activity Enterprise, owned by the Northern Colorado Water Conservancy District (“NISP Enterprise”); and

WHEREAS, the City is a participant in the Northern Integrated Supply Project (“NISP”), its participation presently being the right to 2,050 NISP Units (“NISP Unit” to have the definition given in the Fort Lupton Phase I Agreement described below), as defined by and subject to a series of agreements with the NISP Enterprise, most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of December 31, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (the “Fort Lupton Phase 1 Agreement”) (collectively, the “Fort Lupton Participation Agreements”); and

WHEREAS, the District also is a participant in NISP, its participation presently being the right to 3,400 NISP Units, as defined by and subject to a series of agreements with the NISP Enterprise, most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of February 13, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (the “Fort Collins-Loveland Phase 1 Agreement”) (collectively, the “Fort Collins–Loveland Participation Agreements”); and

WHEREAS, due to each Party’s evolving needs, the City desires to transfer a portion of its NISP Units to the District, as further described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Transfer of NISP Units. Subject to approval by the NISP Enterprise, the City agrees to transfer to the District 1,000 NISP Units, as further described in the form of Petition to Amend NISP Participation Agreements to Decrease Participation by 1,000

NISP Units (the “City Petition”) and the form of Petition to Amend NISP Participation Agreements to Increase Participation by 1,000 NISP Units (the “District Petition”), both of which are attached hereto as Exhibit A and incorporated herein by this reference, together with the City’s share of rights and obligations for the 1,000 NISP Units under the Fort Lupton Participation Agreements (the Participation Interest”).

2. Purchase Price. The District agrees to pay the City \$3,875.00 per NISP Unit, for a total amount of \$3,875,000.00 (the “Purchase Price”).

3. Closing. The closing of the transaction described herein shall occur at a location and on a date and time mutually acceptable to the Parties, but no later than 30 days after the date on which the NISP Enterprise approves the transfer of the 1000 NISP Units. At closing, the City shall deliver to the District the executed City Petition, and the District shall deliver to the City (a) the executed District Petition, and (b) the Purchase Price in the form of electronic transfer funds.

4. Assumption of NISP Obligations. Upon closing, the District shall assume responsibility for all obligations associated with the Participation Interest, including but not limited to assessments (defined as any charge levied on participants in NISP by the Northern Colorado Water Conservancy District and NISP Enterprise).

5. Transfer Fees. The Parties will pay equal contributions to NISP transfer fees anticipated to total \$500 (\$250 for each Party).

6. Approval by NISP Enterprise. This Agreement shall terminate, and the Parties shall be relieved of their obligations hereunder, if the NISP Enterprise does not approve the transfer of the NISP Units on or before November 1, 2024.

7. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail, postage prepaid, to the Parties at the addresses listed below:

To the City: City of Fort Lupton
Attn: Chris Cross, City Administrator
130 S. McKinley
Fort Lupton, CO 80621

With a copy to: Hayes Poznanovic Korver LLC
Attn: Matt Poznanovic
700 17th Street, Suite 1800
Denver, CO 80202

To the District: Fort Collins-Loveland Water District
Attn: Chris Pletcher, General Manager
5150 Snead Drive
Fort Collins, CO 80525

With a copy to: Collins Cole Flynn Winn & Ulmer, PLLC
Attn: Allison C. Ulmer
165 S. Union Blvd., Suite 785
Lakewood, CO 80228

8. Amendments. This Agreement may be amended only by written document signed by the Parties.

9. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be affected thereby.

10. Entire Agreement. This Agreement embodies the complete agreement between the Parties regarding the subject matter herein and supersedes all prior agreements and understandings, if any.

11. No Third-Party Beneficiaries. The Parties do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties, shall have any right, legal or equitable, to enforce any provision of this Agreement.

12. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

13. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but

all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

14. Sole Obligation of Utility Enterprise. This Agreement is the sole obligation of the Fort Lupton Utility Enterprise, and shall never constitute a general obligation or other indebtedness of the City of Fort Lupton, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution and the laws of the State of Colorado.

[Signature Page Follows]

**CITY OF FORT LUPTON UTILITY
ENTERPRISE**

By: _____
Mayor

Attest:

City Clerk

**FORT COLLINS-LOVELAND WATER
DISTRICT, acting by and through its Water
Activity Enterprise, a quasi-municipal
corporation and political subdivision of the
State of Colorado**

By: _____
James Borland, President

Attest:

_____
Chris Pletcher, Secretary

EXHIBIT A
FORM OF CITY PETITION AND DISTRICT PETITION

[Attached]

**NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE**

**PETITION TO AMEND NISP PARTICIPATION AGREEMENTS TO
DECREASE PARTICIPATION BY 1,000 NISP UNITS**

WHEREAS, the City of Fort Lupton Utility Enterprise (the “City”), (hereinafter “Petitioner”), is a participant in the Northern Integrated Supply Project (“NISP”), its participation presently being the right to 2,050 NISP Units (“NISP Unit” to have the definition given in the Fort Lupton Phase I Agreement described below), as defined by and subject to a series of agreements with the Northern Integrated Supply Project Water Activity Enterprise (“NISP Enterprise”), most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of December 31, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (“Fort Lupton Phase I Agreement”) (collectively, the “Fort Lupton Participation Agreements”); and

WHEREAS, the Fort Collins–Loveland Water District, acting by and through its Water Activity Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado (“Fort Collins–Loveland”) also is a participant in NISP, its participation presently being the right to 3,400 NISP Units, as defined by and subject to a series of agreements with the NISP Enterprise, most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of February 13, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (“Fort Collins–Loveland Phase I Agreement”) (collectively, the “Fort Collins–Loveland Participation Agreements”); and

WHEREAS, Petitioner has agreed to transfer the right to 1,000 NISP Units, with its share of rights and obligations under the Fort Lupton Participation Agreements (the “Participation Interest”), to Fort Collins–Loveland, and in connection with such transfer Fort Collins–Loveland has concurrently herewith petitioned the Board to amend the Fort Collins–Loveland Participation Agreements to increase its participation by 1,000 NISP Units; and

WHEREAS, Fort Collins–Loveland agrees to assume all continuing obligations related to the Participation Interest to be transferred by Petitioner.

NOW, THEREFORE, pursuant to Section 9.2.1 of the Fort Lupton Phase I Agreement and Fort Collins–Loveland Phase I Agreement, Petitioner hereby requests that the Fort Lupton Participation Agreements be amended to decrease Petitioner’s water

yield and share of rights and obligations by 1,000 NISP Units, to 1,050 NISP Units. All other terms and conditions of the Fort Lupton Participation Agreements shall remain unchanged and in full force and effect.

Respectfully submitted: _____, 2024.

CITY OF FORT LUPTON UTILITY
ENTERPRISE

By: _____
Mayor

Attest:

City Clerk

**ORDER OF THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE ON TOWN OF FORT LUPTON'S PETITION TO AMEND NISP
PARTICIPATION AGREEMENTS TO DECREASE PARTICIPATION BY 1,000
NISP UNITS**

Upon the Petition of the City of Fort Lupton Utility Enterprise (the "City") ("Petitioner"), to Amend its Participation Agreements, and after considering said Application and Petition as required by law at a regular meeting held on _____, 2024, the Board of Directors of the Northern Integrated Supply Project Water Activity Enterprise, hereby orders that:

The Petition is GRANTED and the transfer of NISP Units is APPROVED pursuant to Section 9.2.1 of the Fort Lupton Phase I Agreement and Fort Collins–Loveland Phase I Agreement.

Petitioner's Participation Agreements are hereby AMENDED to decrease its participation in NISP by 1,000 NISP Units, to 1,050 NISP Units. Petitioner is hereby released from any further obligations with respect to the 1,000 NISP Units transferred to Fort Collins–Loveland Water District. Exhibit A to the NISP Phase 1 Agreement Dated as of December 31, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants shall be amended to reflect such decrease in Petitioner's participation in NISP. All other terms and conditions of Petitioner's Participation Agreements shall be unchanged and remain in full force and effect.

Dated: _____, 2024.

**NORTHERN INTEGRATED SUPPLY
PROJECT WATER ACTIVITY
ENTERPRISE**

Bradley D. Wind, General Manager

**NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE**

**PETITION TO AMEND NISP PARTICIPATION AGREEMENTS TO INCREASE
PARTICIPATION BY 1,000 NISP UNITS**

WHEREAS, the Fort Collins–Loveland Water District, acting by and through its Water Activity Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter “Petitioner”), is a participant in the Northern Integrated Supply Project (“NISP”), its participation presently being the right to 3,400 NISP Units (“NISP Unit” to have the definition given in the Fort Collins–Loveland Phase I Agreement described below), as defined by and subject to a series of agreements with the Northern Integrated Supply Project Water Activity Enterprise (“NISP Enterprise”), most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase I Agreement dated as of February 13, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase I Participants (“Fort Collins–Loveland Phase I Agreement”) (collectively, the “Fort Collins–Loveland Participation Agreements”); and

WHEREAS, the City of Fort Lupton Utility Enterprise (“Fort Lupton”) also is a participant in NISP, its participation presently being the right to 2,050 NISP Units, as defined by and subject to a series of agreements with the NISP Enterprise, most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase I Agreement dated as of December 31, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase I Participants (“Fort Lupton Phase I Agreement”) (collectively, the “Fort Lupton Participation Agreements”); and

WHEREAS, Petitioner has agreed to acquire the right to 1,000 NISP Units, with its share of rights and obligations under the Fort Lupton Participation Agreements (the “Participation Interest”), from Fort Lupton, and in connection with such transfer Fort Lupton has concurrently herewith petitioned the Board to amend the Fort Lupton Participation Agreements to decrease its participation by 1,000 NISP Units; and

WHEREAS, Petitioner agrees to assume all continuing obligations related to the Participation Interest to be transferred by Fort Lupton.

NOW, THEREFORE, pursuant to Section 9.2.1 of the Fort Collins–Loveland Phase I Agreement and Fort Lupton Phase I Agreement, Petitioner hereby requests that the Fort Collins–Loveland Participation Agreements be amended to increase its water yield and share of rights and obligations by 1,000 NISP Units, to 4,400 NISP Units. All

other terms and conditions of the Fort Collins–Loveland Participation Agreements shall remain unchanged and in full force and effect.

Respectfully submitted: _____, 2024.

FORT COLLINS-LOVELAND WATER
DISTRICT, acting by and through its Water
Activity Enterprise, a quasi-municipal
corporation and political subdivision of the
State of Colorado

By:  _____
James Borland, President
Date: 1 12 2024

Attest:

 _____
Chris Pletcher, Secretary

**ORDER OF THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE ON FORT COLLINS–LOVELAND WATER DISTRICT’S
PETITION TO AMEND NISP PARTICIPATION AGREEMENTS TO INCREASE
PARTICIPATION BY 1,000 NISP UNITS**

Upon the Petition of The Fort Collins–Loveland Water District, acting by and through its Water Activity Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado (“Petitioner”), to Amend its Participation Agreements, and after considering said Application and Petition as required by law at a regular meeting held on _____, 2024, the Board of Directors of the Northern Integrated Supply Project Water Activity Enterprise, hereby orders that:

The Petition is GRANTED and the transfer of NISP Units is APPROVED pursuant to Section 9.2.1 of the Fort Collins–Loveland Phase I Agreement and Fort Lupton Phase I Agreement.

Petitioner’s Participation Agreements are hereby AMENDED to increase its participation in NISP by 1,000 NISP Units, to 4,400 NISP Units. Petitioner hereby assumes all obligations with respect to the 1,000 NISP Units transferred to Petitioner by Fort Lupton. Exhibit A to the NISP Phase 1 Agreement Dated as of February 13, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants shall be amended to reflect such increase in Petitioner’s participation in NISP. All other terms and conditions of Petitioner’s Participation Agreements shall be unchanged and remain in full force and effect.

Dated _____, 2024.

NORTHERN INTEGRATED SUPPLY
PROJECT WATER ACTIVITY
ENTERPRISE

Bradley D. Wind, General Manager



SUBJECT FOR DISCUSSION

Presentation of Final Determination of Petition Sufficiency, to Amend Ordinance No. 2021-1127 to Allow for the Operation of Marijuana Cultivation Facilities, Products Manufacturing Facilities, Research and Development Facilities, Centralized Distribution Permits, and Off-Premises Storage Facility Permits.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On April 17, 2024, the City Clerk's Office received written notice submitting an initiative petition to amend Ordinance 2021-1127 of the Fort Lupton Municipal Code to Allow for the Operation of Marijuana Cultivation Facilities, Products Manufacturing Facilities, Research and Development Facilities, Centralized Distribution Permits, and Off-Premises Storage Facility Permits. The petition proponents are Kenneth Rosales, residing at 915 Fulton Ave. Fort Lupton, CO and Michael Sanchez, residing at 517 Grand Ave. Fort Lupton, CO.

On April 23, 2024, the petition was approved as to form and the proponents were notified they had 180 days to circulate the petition to obtain the required number of signatures. CRS 31-11-104 states the initiative petition shall be signed by at least (5) percent of the registered electors of the city. At this time, the city of Fort Lupton had 5,975 registered voters. A total of at least 299 valid signatures were required in order for the petition to be deemed sufficient to continue with the initiative process. On May 24, 2024, the petition with signatures was filed with the City Clerk's Office. The City Clerk's Office deemed 302 signatures to be verifiable. On June 10, 2024, a statement of sufficiency was mailed to the persons representing the petition, Kenneth Rosales and Michael Sanchez.

Pursuant to CRS 31-11-110 after the petition has been filed, a 40-day protest period is allotted. The petition was filed on May 24, 2024. During this time, any registered voter may submit a written under oath protest to the Clerk. The protest period ended on July 3, 2024 and no protests were received.

The Ordinance may be adopted without change by Council. If the Ordinance is adopted, the initiative process concludes and the Ordinance shall go into effect.

If the Ordinance is not adopted by Council, the ballot question will be submitted at an election of the City, to be held as a coordinated election on November 5, 2024. The title and content of the ballot will be set by the attached Ordinance. The Ordinance shall not go into effect unless approved by the voters of the City of Fort Lupton at the November 5, 2024 election.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

Attachments: a. Proposed Ordinance

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

PEOPLE'S ORDINANCE NO. _____

INTRODUCED BY: TBD

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING ARTICLE XII OF CHAPTER 6 AND ARTICLE IV OF CHAPTER 16 OF THE FORT LUPTON MUNICIPAL CODE REGARDING THE REGULATION AND LICENSING OF REGULATED MARIJUANA ESTABLISHMENTS AS AUTHORIZED BY THE COLORADO CONSTITUTION.

WHEREAS, on November 6, 2012, the registered electors of the State of Colorado (the "State") approved Amendment 64, a constitutional amendment authorizing the legal consumption and possession of limited amounts of marijuana for those persons aged twenty-one years of age or older and permitting the licensing and regulation of cultivation facilities, product manufacturing facilities, testing facilities, and retail stores.

WHEREAS Amendment 64 reserves for local governments the authority to regulate or prohibit such facilities.

WHEREAS, on September 7, 2021, the City Council for Fort Lupton passed Ordinance 2021-1127 (the "Ordinance"), which enacted a prohibition on certain marijuana license types, including marijuana cultivators, marijuana products manufacturers, and marijuana research and development facilities, as authorized by the Colorado Constitution, and added a new article XII of chapter 6 of the Fort Lupton Municipal Code.

WHEREAS, the Ordinance became effective November 12, 2021, there having been no successful referendum petition filed with the City Clerk within that time.

WHEREAS, the City of Fort Lupton, Weld County, Colorado (the "City") is a statutory municipality and political subdivision of the State, duly organized and operating under the Constitution and laws of the State; and

WHEREAS, Article V Section 1 Subsection 9 of the Constitution of the State, further preserved inviolate in Article 11 of Title 31 of the Colorado Revised Statutes, permits a proposed ordinance to be submitted to the City Council by petition of municipal electors attached thereto and circulated therewith to be filed with the City Clerk and signed by Registered Electors equal in numbers to at least 5% of the total number of electors of the City registered on the date the petition is filed.

WHEREAS, Article XVIII, Section 16 of the Constitution of the State of Colorado authorizes the Personal Use and Regulations of Marijuana, and said amendment also grants a locality the authority to permit such cultivation and manufacturing of marijuana and marijuana products.

WHEREAS, the prohibition on operating legal marijuana facilities in the City deprives the City of local tax revenue and jobs due to the citizens of Fort Lupton traveling to other communities to operate or work in these marijuana establishments;

WHEREAS, the regulation of marijuana in the City will increase local tax revenue and provide additional job opportunities to the community;

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

Page 2, Section _____

SECTION 1:

The following sections of Article XII of Chapter 6 of the Official Code of the City of Fort Lupton, Colorado, are hereby amended as follows:

Article XII – Regulated Marijuana Establishments

Sec. 6-352 – Definitions

Marijuana business means any of the following entities licensed pursuant to the Colorado Marijuana Code: A medical or retail marijuana store, a medical or retail marijuana cultivation facility, a medical or retail marijuana products manufacturer, a medical or retail marijuana testing facility, a marijuana research and development licensee, a medical or retail marijuana business operator, a medical or retail marijuana transporter, AN OFF-PREMISES STORAGE FACILITY, A CENTRALIZED DISTRIBUTION PERMIT, or a medical or retail marijuana business operator.

Co-located marijuana establishment means both a licensed retail marijuana store and a medical marijuana store, RETAIL CULTIVATION FACILITY AND MEDICAL CULTIVATION FACILITY, RETAIL PRODUCTS MANUFACTURING FACILITY AND MEDICAL PRODUCTS MANUFACTURING FACILITY, RESEARCH AND DEVELOPMENT FACILITY, AND OFF-PREMISES STORAGE FACILITY operating contiguously and located within the same building, and under exclusive control of the same licensee.

Sec. 6-353 Prohibited Marijuana License Types

Except as to marijuana stores, CULTIVATION FACILITIES, PRODUCTS MANUFACTURING FACILITIES, RESEARCH AND DEVELOPMENT FACILITIES, CENTRALIZED DISTRIBUTION PERMITS, AND OFF-PREMISES STORAGE FACILITY PERMITS (“AUTHORIZED MARIJUANA ESTABLISHMENTS”) as permitted herein by this Article, it shall be unlawful for any person to operate, cause to be operated, or permit to be operated a ~~marijuana cultivation facility, products manufacturer, testing facility, transporters, business operators, research and development facility,~~ and deliveries.

Sec. 6-354 – License/bond Requirements

(a) It shall be unlawful for any person to operate a marijuana store, CULTIVATION FACILITY, PRODUCTS MANUFACTURING FACILITY, RESEARCH AND DEVELOPMENT FACILITY, OR OFF-PREMISES STORAGE FACILITY without obtaining a license to operate such business in accordance with the requirements of this Article.

Sec. 6-355 – Application

(a) Prior to submitting an application for a local license, an applicant must obtain an approved zoning verification form from the Planning and Development Department which, based upon an applicant's submittal of an area map drawn to scale, demonstrates that the proposed marijuana establishment is in compliance with the location restrictions set forth in this Article. Applicants shall submit the approved zoning verification form to the City Clerk along with completed State Marijuana Enforcement Division forms, and all supplemental information required by the City.

(B) APPLICATIONS FOR CULTIVATION FACILITIES, PRODUCTS MANUFACTURING FACILITIES, RESEARCH AND DEVELOPMENT FACILITIES, AND OFF-PREMISES STORAGE FACILITIES SHALL ONLY BE AVAILABLE TO

THOSE WHO HOLD AN EXISTING FORT LUPTON RETAIL MARIJUANA STORE LICENSE OR DUAL OPERATION MARIJUANA STORE LICENSE OR THOSE WHOSE APPLICATIONS HAVE BEEN CONDITIONALLY APPROVED FOR A RETAIL MARIJUANA STORE LICENSE OR DUAL OPERATION MARIJUANA STORE LICENSE, AS OF THE EFFECTIVE DATE OF THIS ORDINANCE. NOTHING IN THIS PROVISION PROHIBITS FUTURE TRANSFERS OF OWNERSHIP OR CHANGES OF CORPORATE STRUCTURE PURSUANT TO SECTIONS 6-363 AND 6-364 OF THIS CHAPTER.

(b)(C) The applicant shall also provide the following information to the City, which information shall be required for the applicant and, as applicable, the proposed manager of the AUTHORIZED marijuana ~~store~~ ESTABLISHMENT, and all persons having any financial interest in the AUTHORIZED marijuana ~~store~~ ESTABLISHMENT. To the extent that any of the following information has been included with the applicant's state license application, it may provide copies of such documents to the local licensing authority.

(1) Proof of insurance of workers' compensation insurance and public liability insurance, which at a minimum meets the current maximum liability amounts for injury to any single person, or for any injury to two (2) or more persons in any such occurrence, as set forth in the Colorado Governmental Immunity Act (C.R.S. Section 24-10-114), as same may be amended.

(2) Proof of lawful possession of the premises to be licensed, which proof may include, for example, property executed deeds of trust, leases or other written documentation acceptable to the licensing authority.

(3) If the applicant is not the owner of the proposed licensed premises, a notarized statement from the owner of such property authorizing the use of the property for a regulated marijuana establishment and authorizing the City to enter the property for inspections of the proposed licensed premises on a form approved by the City.

(4) An operating plan for the proposed AUTHORIZED marijuana ~~store~~ ESTABLISHMENT, including the following information:

a. A description of the products and services to be UNDERTAKEN, PRODUCED, OR provided by the AUTHORIZED marijuana ~~store~~ ESTABLISHMENT.

b. A dimensional floor plan, drawn to scale, clearly labeled, and showing:

1. The layout of the structure and the floor plan in which the AUTHORIZED marijuana ~~store~~ ESTABLISHMENT is to be located;

2. The principal uses of the floor area depicted on the floor plan, including, but not limited to, the areas where the public will be permitted and all private, storage, retail, and restricted areas where marijuana will be located, AS APPLICABLE;

3. Areas where any services other than the distribution, CULTIVATION, PROCESSING, RESEARCH AND DEVELOPMENT, AND STORAGE of marijuana are proposed to occur in the premises.

(5) A plan for disposal of any marijuana waste product that is not sold in a manner that protects any portion thereof from being possessed or ingested by any person or animal.

(6) A plan for ventilation of the AUTHORIZED marijuana ~~store~~ ESTABLISHMENT that fully describes the ventilation systems that will ensure the odor of marijuana cannot be detected by a person with a normal sense of smell at the exterior of the AUTHORIZED marijuana ~~store~~ ESTABLISHMENT or at any adjoining property.

(7) Fingerprints and personal background information for all owners, managers, and financiers employed by or under contract to provide services to the AUTHORIZED marijuana ~~store~~ ESTABLISHMENT, directly, or as a member, partner, or officer of a corporation, partnership, association, or company.

(8) All applications must include all documents and information required by the Colorado Marijuana Code, including its rules and any information that the City deems reasonably necessary for the investigation and review of the application.

~~(e)~~(D) No application shall be considered which is not complete in every detail in the opinion of the City Clerk. Incomplete applications may be returned to the applicant for completion or correction without any further action. It is the applicant's responsibility to ensure the application and all supplemental materials are submitted in a timely manner.

~~(d)~~(E) Upon receipt of a complete application, the City Clerk shall notify all affected departments of the City to determine whether the application is in full compliance with all state and local laws, rules and regulations. The City Clerk, upon review of all applicable information, shall prepare a report including all applicable documents to be submitted to the local licensing authority.

~~(e)~~(F) In the event the criminal history of an owner, member, manager, financier, or other person named on the application contains information regarding conviction of a crime or previous denial or revocation of any medical or retail marijuana or professional license, that person may include with the license application any information regarding such conviction, denial, or revocation. Such information may include, but is not limited to, evidence of rehabilitation, character references, and educational achievements, especially documentation pertaining to the period of time between the applicant's last criminal conviction and the date of the application.

~~(f)~~(G) Any application or renewal for a AN AUTHORIZED marijuana ~~store~~ ESTABLISHMENT license shall include, as applicable, payment of a nonrefundable application, or renewal fee, and payment of an annual operating fee. If a license is not granted, the operating fee is refundable in full. All such fees shall be established by resolution of City Council.

~~(g)~~(H) A license issued pursuant to this Article does not eliminate the need for the licensee to obtain other required permits or licenses related to the operation of the AUTHORIZED marijuana ~~store~~ ESTABLISHMENT, including, without limitation, any State of Colorado license or any sales tax license, business registration, development approvals, or building permits required by the Code.

Sec. 6-356 – Co-location.

A licensee may operate CO-LOCATED MEDICAL AND RETAIL AUTHORIZED MARIJUANA ESTABLISHMENTS ~~both a medical marijuana store and a retail marijuana store~~ as a “dual operation” provided they meet the requirements of the Colorado Marijuana Code and this Code.

Sec. 6-357 – Licensing Process

(A) MARIJUANA STORE LICENSING

~~(a)~~(1) Applications for new retail marijuana stores filed alone or concurrently with medical marijuana stores pursuant to this Article shall be awarded via a three-phase process: initial review to ensure completeness of application and compliance with state and local requirements, a public random lottery to determine which applicants will be awarded the opportunity for approval of a license. Only one application per site will be allowed, unless the applicant is applying as a dual-operational licensee.

~~(b)~~ (2) Initial Review. The City Clerk will post notice of license availability on the City's website and in a local newspaper of general circulation opening a 30-day application period for filing and acceptance of new applications. The City Clerk will specify the start and end date and time of the application period. Upon receipt by the City Clerk of an application for a license under this Article, the City Clerk or designee shall:

~~(1)~~ (I) Verify the application is complete, pursuant to Section 6-355; and

~~(2)~~ (II) Screen the application for automatic grounds for denial set forth in Section 6-352(a).

~~(c)~~ (3) Reserved.

~~(d)~~ (4) Lottery. The applications identified by the City Clerk as meeting or exceeding the criteria required by this Article shall be entered into a lottery process. A public random lottery will be conducted from among the qualified applications to determine which applications will be awarded the opportunity for approval of a license.

~~(1)~~ (I) Public notice. The Clerk shall publish notice of the public lottery not less than ten (10) days prior to the lottery and publish in the newspaper of general circulation in the City.

~~(2)~~ (II) Conduct of the lottery. The local licensing authority shall conduct a drawing from among the qualified applicants, in a public forum, to determine which applicants shall be awarded the opportunity to obtain a license. The local licensing authority shall use a process by which the names of the applicants are shielded from view, and through which each qualified applicant has an equal chance of being selected.

(B) OTHER MARIJUANA ESTABLISHMENT LICENSING

THE AUTHORITY SHALL ISSUE A LICENSE FOR CULTIVATION FACILITIES, PRODUCTS MANUFACTURING FACILITIES, RESEARCH AND DEVELOPMENT FACILITIES, AND OFF-PREMISES STORAGE FACILITY PERMITS UPON SUBMISSION OF A COMPLETED APPLICATION, SUBJECT TO SECTION (C) BELOW.

~~(E)~~(C) Public Hearing. The public hearing procedure shall apply to application for licensing of any regulated marijuana business and to any application for licensing renewal if the renewal application is referred to the authority by the City Clerk.

(1) Public notice of the hearing shall be given by posting a sign by the applicant on the premises for which an application has been made, not less than ten (10) days prior to the public hearing, stating the date of the application, the date of the hearing, the name and address of the applicant

and such information as may be required to fully apprise the public of the nature of the application. The City Clerk shall provide the sign to the applicant for posting. If the building in which the regulated marijuana business is to be located is in existence at the time of the application, any sign posted shall be placed so as to be conspicuous and plainly visible to the general public. If the building is not constructed at the time of the application, the applicant shall post a sign at the premises upon which the building is to be constructed in such a manner that the notice is conspicuous and plainly visible to the general public.

(2) Publication of notice by the City Clerk not less than ten (10) days prior to the public hearing in a newspaper of general circulation. Notice given by publication shall contain the same information that is required for posting of signs in subsection ~~(e)~~(C)(1) of this Section.

(3) At the public hearing, the Authority:

- a. Must make a finding and determination as to the good moral character of the applicant.
- b. May deny the application to license any regulated marijuana business in the same location where any regulated marijuana business is or has been previously licensed if there is evidence that the previously licensed premise was operated in a manner that adversely affects the public health, welfare or safety of the residents of the City.
- c. May allow any party in interest to present evidence relevant to the issuance of a license. The term party in interest means the applicant, an adult inhabitant, business owner or manager within the one thousand five hundred (1,500) foot radius of the proposed licensed premises. The Authority, in its discretion, may limit the presentation of evidence so as to prevent repetitive and cumulative evidence of examination.
- d. Shall consider the facts and evidence adduced as a result of its investigation, as well as any other facts, and any other pertinent matters affecting the qualifications of the application for the conduct of the business proposed.

(4) No more than thirty (30) days after the date of the hearing, the City Clerk shall make known, in writing to the applicant the Authority's findings based upon its investigation. The Authority may approve a regulated marijuana business license with specific conditions. The Authority may issue a regulated marijuana business license if the inspection, background checks, and all other information available to the City verify that the applicant is in compliance with this Code and any other applicable law, rule, or regulation.

(5) The Authority may refuse to issue a regulated marijuana business license if the application does not meet the requirements of this Chapter or any other applicable law, rule, or regulation, or contains false or incomplete information.

(6) The Authority may refuse to issue a regulated marijuana business for good cause, as defined Section 6-352, subject to judicial review.

(D) CENTRALIZED DISTRIBUTION PERMITS ARE AUTHORIZED SO LONG AS ALL REQUIREMENTS OF THE COLORADO CODE OF REGULATIONS SECTION 5-205(H) AND SECTION 6-205(I) ARE SATISFIED, AS APPLICABLE.

Sec. 6-358 – Local Licensing Authority

The City Council shall serve as the local licensing authority and have and exercise all powers expressly granted and necessarily implied by the Colorado Marijuana Code, its rules, and as set forth in this Article to regulate marijuana stores, CULTIVATION FACILITIES, PRODUCTS MANUFACTURING FACILITIES, RESEARCH AND DEVELOPMENT FACILITIES, AND OFF-PREMISES STORAGE FACILITIES within the City. The local licensing authority shall be responsible for all local duties and responsibilities, including but not limited to, the issuance, renewal, suspension, revocation, transfer of ownership, and change of location

of a marijuana store, CULTIVATION FACILITY, PRODUCTS MANUFACTURING FACILITY, RESEARCH AND DEVELOPMENT FACILITIES, AND OFF-PREMISES STORAGE FACILITIES.

(1) The local licensing authority shall have the power to promulgate rules and regulations as are reasonable and necessary to implement and administer the requirements of this Article.

(2) The local licensing authority may, after notice and hearing, suspend, revoke, or refuse to renew a license for "good cause." The local licensing authority is authorized to adopt rules and procedures governing the conduct of such hearings. No portion of any application or operating fees previously paid shall be refunded in the event of any suspension or revocation of a license.

Sec. 6-361 – Location, Operational Restrictions and Requirements, Marijuana Stores ESTABLISHMENTS

(a) Marijuana stores are permitted only within the following zoning districts: the C-1 General Commercial District, C-2 Heavy Commercial District, I-1 Light Industrial Zone District, I-2 Heavy Industrial Zone District and PUD Planned Unit Development District, which specifically permits marijuana stores, and upon obtaining all land use approvals necessary for such use.

(b) MARIJUANA CULTIVATORS, PRODUCTS MANUFACTURERS, RESEARCH AND DEVELOPMENT FACILITIES, OFF-PREMISES STORAGE FACILITIES, AND CENTRALIZED DISTRIBUTION PERMITS ARE ONLY PERMITTED WITHIN THE FOLLOWING ZONING DISTRICTS: I-1 LIGHT INDUSTRIAL AND I-2 HEAVY INDUSTRIAL, WHICH SPECIFICALLY PERMITS THESE ESTABLISHMENTS, AND UPON OBTAINING ALL LAND USE APPROVALS NECESSARY FOR SUCH USE.

(b)(C) AUTHORIZED Marijuana ~~stores~~ ESTABLISHMENTS will not be permitted if, at the time of application for such license, such location is:

(1) Within or immediately adjacent to any Residential District, which includes R-1 Residential District—Low Density, R-1 A Residential District—Low Density, R-2 Residential District Medium Density, R-3 Residential District—High Density, M-H Mobile Home Community District, R-O Residential and Office District, and PUD Planned Unit Development District, which exclusively permits residential land uses;

(2) Within: Beginning at the west side of the Union Pacific Railroad right-of-way and 1st Street, thence north to 9th Street, thence west to the alley between Park Avenue and McKinley Avenue, thence south to 1st Street, thence east to the west side of the Union Pacific Railroad right-of-way;

(3) Within one thousand (1,000) feet of:

a. Any school;

b. Any child care center;

c. Any juvenile or adult halfway house, correctional facility or substance abuse rehabilitation center;

(4) Within five hundred (500) feet of:

a. Any park with playground equipment;

(e) (D) The distance restrictions described above shall be computed by direct measurement from the nearest property line of the parcel of land on which the protected use is located to the nearest portion of the building or unit in which the proposed AUTHORIZED marijuana ~~store~~ ESTABLISHMENT would be located, using a route of direct pedestrian access.

(1) The distance regulations described above shall not be applicable to the renewal of a license once granted.

(2) A previously licensed marijuana ~~store~~ BUSINESS that seeks to change locations and applies for and receives a marijuana ~~store~~ BUSINESS license is subject to the location requirements above.

(d) (E) The maximum number of licensed marijuana STORE locations within the City shall not exceed four (4). This includes co-located medical and retail stores. MARIJUANA CULTIVATION, MARIJUANA PRODUCTS MANUFACTURER LICENSES, MARIJUANA RESEARCH AND DEVELOPMENT LICENSES, AND OFF-PREMISES STORAGE FACILITIES SHALL NOT BE LIMITED IN NUMBER AND SHALL BE AVAILABLE TO THOSE LICENSEES-INDIVIDUALS OR ENTITIES WHO HOLD A RETAIL MARIJUANA STORE LICENSE OR DUAL OPERATION MARIJUANA STORE LICENSE OR WHOSE APPLICATIONS HAVE BEEN CONDITIONALLY APPROVED FOR A RETAIL MARIJUANA STORE LICENSE OR DUAL OPERATION MARIJUANA STORE LICENSE, AS OF THE EFFECTIVE DATE OF THIS ORDINANCE. NOTHING IN THIS PROVISION PROHIBITS FUTURE TRANSFERS OF OWNERSHIP OR CHANGES OF CORPORATE STRUCTURE PURSUANT TO SECTIONS 6-363 AND 6-364 OF THIS CHAPTER.

(e)(F) All marijuana stores shall affix labels to all receptacles on the licensed premises that contain marijuana or marijuana products which labels shall clearly display potency profiles and contaminant results from a licensed marijuana testing facility.

(f)(G) Business conducted within building. Any and all distribution, possession, storage, display, sales, or other distribution of marijuana shall occur only within the restricted area of a marijuana store. ~~and~~ MARIJUANA shall not be visible from the exterior of ~~the store~~ ANY AUTHORIZED MARIJUANA ESTABLISHMENT.

(g)(H) Manager registration requirements. The Manager of ~~a~~ AN AUTHORIZED marijuana ~~store~~ ESTABLISHMENT shall register with the state and the local licensing authority. Whenever a person ceases to be a registered Manager of ~~a~~ AN AUTHORIZED marijuana ~~store~~ ESTABLISHMENT, the marijuana licensee shall notify the licensing authorities within five (5) days and shall designate a new registered Manager within thirty (30) days. Either the state or the local licensing authority may refuse to accept any person as a registered Manager unless the person is satisfactory to the respective licensing authorities as to character, record, and reputation. In determining a registered Manager's character, record, and reputation, the state or local licensing authority may have access to criminal history record information furnished by a criminal justice agency subject to any restrictions imposed by such agency.

(h)(I) Hours of operation. A marijuana store shall be closed to the public, and no sale or other distribution of marijuana shall occur upon the premises between the hours of 10:00 p.m., thru and including 8:00 a.m.

(i)(J) Use of pesticides. No pesticides or insecticides that are prohibited by applicable law for fertilization or production of edible produce shall be used on any marijuana produced or distributed by a AN AUTHORIZED marijuana ~~store~~ ESTABLISHMENT. A AN AUTHORIZED marijuana ~~store~~ ESTABLISHMENT shall comply with all applicable laws regarding use of pesticides.

(j)(K) Ventilation required. A AN AUTHORIZED marijuana ~~store~~ ESTABLISHMENT shall be ventilated to ensure the odor of marijuana cannot be detected by a person with a normal sense of smell at the exterior of the AUTHORIZED marijuana ~~store~~ ESTABLISHMENT or at any adjoining property.

(k)(L) Wastewater requirements. All AUTHORIZED marijuana ~~stores~~ ESTABLISHMENTS shall be operated in such a manner as to not permit, allow, or cause to be discharged any substance or material prohibited by the City into or upon any watercourse or City reclamation conduit, facility, or plant.

(l)(M) Storage prohibitions of marijuana and marijuana product prohibited. No retail marijuana transporter MAY store any marijuana or marijuana product within the City.

(m)(N) Reporting requirements. A AN AUTHORIZED marijuana ~~store~~ ESTABLISHMENT shall report to the local licensing authority each of the following events within the time specified. If no time is specified, the report shall be provided within seventy-two (72) hours of the event.

(1) Transfer or change of financial interest, business Manager, or financier in the license to the City at least thirty (30) days before the transfer or change.

(2) Taxable transactions and sales and use tax reports and remits to the City monthly.

(3) A violation of any law by any licensee or applicant of a marijuana business.

(4) Each licensee shall post and keep at all times visible to the public, in a conspicuous place on the premises, a sign to be furnished by the City Clerk's office, which sign shall be in the following form: "WARNING: THE FORT LUPTON POLICE DEPARTMENT MUST BE NOTIFIED IMMEDIATELY OF ALL UNLAWFUL ACTS AND DISTURBANCES IN THIS ESTABLISHMENT." Licensees' shall immediately report to the police department any unlawful act, conduct, or disturbance committed upon the premises.

(n)(O) Respond to inquiry. An owner or manager of a AN AUTHORIZED marijuana ~~store~~ ESTABLISHMENT is required to respond by phone or email within twenty-four (24) hours of contact by a City official concerning its marijuana ~~store~~ FACILITY at the phone number or email address provided to the City as the contact for the business. Each twenty-four-hour period during which an owner or manager does not respond to the City official shall be considered a separate violation.

(o)(P) Signs and advertising. In addition to the items listed, all licensees shall comply with all City ordinances regulating signs.

(1) Any person or premises licensed as a ~~AN AUTHORIZED retail marijuana store~~ ESTABLISHMENT shall comply with all City ordinances regulating signs and advertising. In addition, no licensed ~~AUTHORIZED retail marijuana store~~ ESTABLISHMENT shall use any advertising material that is misleading, deceptive, false, or that, as evidenced either by the content of the advertising material or the medium or the manner in which the advertising is disseminated, is designed to appeal to persons under twenty-one (21) years of age.

(2) Except as otherwise provided in this subsection (2), it shall be unlawful for any person licensed under this Article or any other person to advertise any retail marijuana or retail marijuana product anywhere in the City where the advertisement is visible to members of the public from any street, sidewalk, park, or other public place, including advertising utilizing any of the following media: any billboard or other outdoor general advertising device as defined by the zoning code; any sign mounted on a vehicle, any hand-held or other portable sign; or any handbill, leaflet or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner. The prohibition set forth in this section shall not apply to:

- a. Any sign located on the same zone lot as a ~~AN AUTHORIZED retail marijuana store~~ ESTABLISHMENT which exists solely for the purpose of identifying the location of the ~~AUTHORIZED retail marijuana store~~ ESTABLISHMENT and which otherwise complies with the City's zoning requirements and any other applicable City laws and regulations; or
- b. Any advertisement contained within a newspaper, magazine, or other periodical of general circulation within the City; or
- c. Advertising which is purely incidental to sponsorship of a charitable event by a retail marijuana establishment.

(3) For purposes of this subsection(s), the terms "advertise," "advertising," or "advertisement," means the act of drawing the public's attention to a retail marijuana establishment in order to promote the sale of retail marijuana goods or products by the establishment, OR ANOTHER ESTABLISHMENT ON THE LICENSEE'S BEHALF.

Sec. 6-363 – Transfer of Ownership

(a) ~~A retail marijuana business license, or co-located retail and medical marijuana business~~ AN AUTHORIZED MARIJUANA ESTABLISHMENT license is not transferable or assignable, in whole or in part, including, without limitation, to a different premises, to a different type of business, or to a different owner or licensee. ~~A retail marijuana business license, or co-located retail and medical marijuana business~~ AN AUTHORIZED MARIJUANA ESTABLISHMENT license is valid only for the owner named thereon, the type of business disclosed on the application for the license and the location for which the license is issued. The licensee of ~~a retail marijuana business or co-located retail and medical marijuana business~~ AN AUTHORIZED MARIJUANA ESTABLISHMENT are only those persons disclosed in the application or subsequently disclosed to the City in accordance with this chapter. A transfer of a licensed ~~retail marijuana business or co-located retail and medical marijuana business~~ AUTHORIZED MARIJUANA ESTABLISHMENT shall be permitted in the following circumstances:

(1) The new owner and all licensees of the business have submitted completed applications and passed a background check by the City;

(2) The new owner is not making any changes to any of the plans or conditions that are part of the license; and

(3) The license transfer is an arms-length third party transaction to one hundred percent new owners and managers.

(b) Full transfer or partial transfer of ownership of any ~~retail marijuana or co-located retail and medical marijuana~~ AUTHORIZED MARIJUANA ESTABLISHMENT license issued pursuant to this Chapter shall be governed by the standards and procedures set forth in the Colorado Marijuana Code and any regulations adopted pursuant thereto and the Authority shall administer transfers of local licenses in the same manner as the state licensing authority administers transfers of state licenses. The public hearing requirement set forth in Section 6-357 of this Chapter shall apply to all applications for full or partial transfer of ownership of any retail marijuana or co-located retail and medical marijuana business license.

(c) The submission or pendency of an application for full or partial transfer of ownership does not relieve the license holder from the obligation to properly apply to renew such license in accordance with Section 6-359 of this Chapter.

Sec. 6-354 – Change of corporate structure.

A change of corporate structure of any ~~retail marijuana or co-located retail and medical marijuana business~~ AUTHORIZED MARIJUANA ESTABLISHMENT that results in any of the changes in subsection (1) through (3) below shall require the filing of an application and payment of the requisite fees and shall be subject to all requirements of the post-award licensing process. A change of corporate structure shall be heard and approved or denied by the Authority.

(1) Any transfer or assignment of ten percent (10%) or more of the capital stock of any corporation, or ten percent (10%) or more of the ownership interests of any limited partnership interest in any year, or transfer of a controlling interest regardless of size.

(2) Any change of officer or directors of a corporation that involves the addition or substitution of individual(s) who was not previously an officer or director of the corporation during a period of time that the corporation held the license.

(3) Any transfer of the capital stock of any corporation, or transfer of any limited partnership interest in any general partnership of a limited partnership, or transfer of any limited liability company interest in a limited liability company of any kind, joint venture or business entity that results in any individual owning more than ten percent (10%) of an ownership interest in the business entity if that individual's ownership interest did not exceed ten percent (10%) prior to the transfer.

(4) A change of corporate structure that results in any transfer or assignment of less than ten percent (10%) of the capital stock of any corporation or less than ten percent (10%) of the ownership interests of any limited partnership interest in any year to a person who currently has an interest in the business, and that does not result in a change of controlling interest, shall not require and application for change of corporate structure.

(5) No application for transfer of ownership or change in corporate structure may be approved by the Authority until all City and state occupational taxes, City and state sales and use taxes, excise

taxes, any fines, penalties, and interest assessed against or imposed upon such licensee in relation to operation of the licensed business are paid in full.

(6) In determining whether to permit a transfer of ownership, the Authority may consider the requirements of state statute and the Colorado Marijuana Rules. In addition, no application for transfer of ownership will be considered by the Authority if, at the time of such application, the licensee is under a notice of violation or other unlawful acts issued by either the Authority or the state licensing authority.

(7) A licensee of a license issued pursuant to this Chapter shall report each transfer or change of financial interest in the license and/or the licensee to the Authority prior to any such transfer or change pursuant to and in accordance with the provisions of state statutes and the Colorado Marijuana Rules. A report shall be required for transfer of capital stock of any corporation regardless of the size, for transfers of member interests of any limited liability company regardless of size, and for any transfer of an interest in a partnership or other entity or association regardless of size.

Sec. 6-365 – Unlawful acts of licensees and persons.

(a) It shall be unlawful for any licensee to:

- (1) Violate or fail to comply with any provision, term, condition, or requirement of the Colorado Marijuana Code, including its rules.
- (2) Allow marijuana or marijuana products to be consumed upon its licensed premises.
- (3) Use advertising material that is misleading, deceptive, false, or designed to appeal to persons under twenty-one (21) years of age.
- (4) Sell marijuana or marijuana products to a person under twenty-one (21) years of age or to a person who does not present a government-issued identification at the time of purchase.
- (5) Refuse to allow inspection of a marijuana store upon request of an authorized City employee. Any licensee, owner, business manager, operator of a marijuana store, or owner of the property where a marijuana store is located may be charged with violation of this requirement.
- (6) Advertise or publish materials or display signs that are in violation of this Article.
- (7) Violate any provision of this Article or any condition of an approval granted pursuant to this Article, or any law, rule, or regulation applicable to the use of retail marijuana or the operation of a retail marijuana store.
- (8) Distribute marijuana or marijuana product within a marijuana store to any person who shows visible signs of intoxication from alcohol, marijuana, or other drugs.
- ~~(9) No marijuana store or marijuana transporter may store marijuana or marijuana infused products in any off-premises storage facility located within the City.~~

(b) It shall be unlawful for any person to engage in any form of business or commerce involving the cultivation, processing, manufacturing, storage, sale, distribution, testing, or consumption of marijuana other than those forms of business and commerce that are expressly permitted by Section 14 of Article XVIII of the Colorado Constitution, Section 16 of Article XVIII of the Colorado Constitution, the Colorado Marijuana Code including its rules, and this Article, which permits only marijuana stores, CULTIVATION FACILITIES, PRODUCTS MANUFACTURING FACILITIES, RESEARCH AND DEVELOPMENT FACILITIES, CENTRALIZED DISTRIBUTION PERMITS, AND OFF-PREMISES STORAGE FACILITY PERMITS.

Sec. 6-367 – Violations and penalties

(b) In addition to the possible denial, suspension, revocation or nonrenewal of a license under the provisions of this Chapter, any person, including but not limited to, any licensee, manager or employee of ~~a retail marijuana or co-located retail and medical marijuana business~~ AN AUTHORIZED MARIJUANA ESTABLISHMENT, or any customer of such business, who violates any of the provisions of this Chapter, shall be guilty of a misdemeanor offense punishable in accordance with Section 1-72 and 10-289 of this Code. A person committing a violation shall be guilty of a separate offense for each and every day during which the offense is committed or continued to be permitted by such person and shall be punished accordingly.

(i) If a license is suspended for any period of time, the licensee must post signage that states the license is under suspension or revocation due to violations of this Chapter, and that all sales AND TRANSFERS of marijuana products are prohibited for the period of the suspension. The signage shall be prominently displayed at all entrances on the premises for the entirety of the suspension or revocation.

Sec. 6-368 – No City liability; indemnification.

- (a) By accepting a license issued pursuant to this Article, the licensee waives and releases the City, its officers, elected and appointed officials, employees, attorneys, agents, and authorized volunteers from any liability for injuries, damages, or liabilities of any kind that result from any arrest or prosecution of the owners, operators, employees, clients, or customers of the AUTHORIZED ~~retail~~ marijuana ~~store~~ ESTABLISHMENT for a violation of state or federal laws, rules, and regulations.
- (b) By accepting a license issued pursuant to this Article, all licensees, jointly and severally, if more than one, agree to indemnify, defend, and hold harmless the City, its officers, elected and appointed officials, employees, attorneys, agents, authorized volunteers, insurers, and self-insurance pool, against all liability, claims, and demands on account of any injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of the AUTHORIZED ~~retail~~ marijuana ~~store~~ ESTABLISHMENT that is the subject of the license.

SECTION 2:

The following sections of Article VI of Chapter 16 of the Official Code of the City of Fort Lupton, Colorado, are hereby amended as follows:

Article IV – Zoning District and Uses

Section 16-4-02 – Allowed Uses

Adding the following uses to Table 4-2: Allowed Uses - Industrial:

- MARIJUANA – MEDICAL CULTIVATION: I-1 LIGHT INDUSTRIAL AND I-2 HEAVY INDUSTRIAL
- MARIJUANA – ADULT-USE CULTIVATION: I-1 LIGHT INDUSTRIAL AND I-2 HEAVY INDUSTRIAL
- MARIJUANA – MEDICAL PRODUCT MANUFACTURING: I-1 LIGHT INDUSTRIAL AND I-2 HEAVY INDUSTRIAL

- MARIJUANA – ADULT-USE PRODUCT MANUFACTURING: I-1 LIGHT INDUSTRIAL AND I-2 HEAVY INDUSTRIAL
- MARIJUANA – RESEARCH AND DEVELOPMENT: I-1 LIGHT INDUSTRIAL AND I-2 HEAVY INDUSTRIAL
- MARIJUANA – OFF-PREMISES STORAGE: I-1 LIGHT INDUSTRIAL AND I-2 HEAVY INDUSTRIAL

Section 16-4.04 Use-specific Standards

(5) *Marijuana Uses.* In districts where Marijuana—Medical Stores, ~~or~~ Marijuana—Retail Stores, MARIJUANA – MEDICAL CULTIVATION, MARIJUANA – ADULT-USE CULTIVATION, MARIJUANA – MEDICAL PRODUCT MANUFACTURING, MARIJUANA – ADULT-USE PRODUCT MANUFACTURING, MARIJUANA – RESEARCH AND DEVELOPMENT, OR MARIJUANA – OFF-PREMISES STORAGE are permitted uses, all uses shall also comply with all business licensing requirements, standards and location limitations in [Chapter 6](#), Article XII of the Municipal Code.

SECTION 3:

This Ordinance shall not go into effect unless approved by the voters of the City of Fort Lupton at the November 5, 2024 election.



SUBJECT FOR DISCUSSION

Presentation of Final Determination of Petition Sufficiency, To Enact a New Wholesale Marijuana Excise Tax on the Sale or Transfer of Unprocessed Retail Marijuana by a Licensed Cultivation Facility.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On April 17, 2024, the City Clerk's Office received written notice submitting an initiative petition to amend Ordinance 2021-1116 of the Fort Lupton Municipal Code to enact an excise tax of (1.5) percent on the sale or transfer of unprocessed retail marijuana by a licensed cultivation facility. The petition proponents are Kenneth Rosales, residing at 915 Fulton Ave. Fort Lupton, CO and Michael Sanchez, residing at 517 Grand Ave. Fort Lupton, CO.

At this time, there is no ordinance to allow for cultivation facilities. However, another initiative petition has been filed with the City Clerk's Office to amend Ordinance 2021-1127 to allow for cultivation facilities.

On April 23, 2024, the petition was approved as to form and the proponents were notified they had 180 days to circulate the petition to obtain the required number of signatures. CRS 31-11-104 states the initiative petition shall be signed by at least (5) percent of the registered electors of the city. At this time, the city of Fort Lupton had 5,975 registered voters. A total of at least 299 valid signatures were required in order for the petition to be deemed sufficient to continue with the initiative process. On May 24, 2024, the petition with signatures was filed with the City Clerk's Office. The City Clerk's Office deemed 306 signatures to be verifiable. On June 10, 2024, a statement of sufficiency was mailed to the persons representing the petition, Kenneth Rosales and Michael Sanchez.

Pursuant to CRS 31-11-110 after the petition has been filed, a 40-day protest period is allotted. The petition was filed on May 24, 2024. During this time, any registered voter may submit a written under oath protest to the Clerk. The protest period ended on July 3, 2024 and no protests were received.

Pursuant to C.R.S § 29-2-102, because the question of whether to enact an excise tax of (1.5) percent on the sale or transfer of unprocessed retail marijuana by a licensed cultivation facility is an increase in sales and use tax, it must be directed to the registered voters.

The ballot issue will be submitted at an election of the City, to be held as a coordinated election on November 5, 2024. The title and content of the ballot will be set by the attached Ordinance.

This Ordinance shall not go into effect unless approved by the voters of the City of Fort Lupton at the November 5, 2024 election.

FINANCIAL CONSIDERATIONS

As a statutory City, Fort Lupton sales tax is collected and audited by the State of Colorado. However, marijuana tax collection and enforcement is left to Cities regardless of statutory designation.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

LEGAL/POLITICAL CONSIDERATIONS

At the November 1992 general election, the citizens of Colorado adopted a constitutional amendment establishing Article X, Section 20 of the Colorado Constitution, (TABOR) which, among other things, require voter approval for certain exercises of state and local government powers relating to taxation, revenue-raising, spending and the incurrence of debt and other multiple-fiscal year financial obligations. This issue is required to be addressed in this manner by the Taxpayer's Bill of Right's (TABOR)

Attachments: a. Proposed Ordinance

PEOPLE'S ORDINANCE NO. _____

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING ARTICLE VIII OF CHAPTER 4 OF THE FORT LUPTON MUNICIPAL CODE REGARDING THE TAXATION OF REGULATED MARIJUANA ESTABLISHMENTS.

WHEREAS, on November 6, 2012, the registered electors of the State of Colorado approved Amendment 64, a constitutional amendment authorizing the legal consumption and possession of limited amounts of marijuana for those persons aged twenty-one years of age or older and permitting the licensing and regulation of cultivation facilities, product manufacturing facilities, testing facilities, and retail stores.

WHEREAS, Amendment 64 reserves for local governments the authority to regulate or prohibit such facilities.

WHEREAS, on May 18, 2021, the City Council for Fort Lupton passed Ordinance 2021-1116 (the "Ordinance"), which imposed a sales tax for each sales transaction by any marijuana store on the sales of any retail marijuana and retail marijuana products within the City of Fort Lupton.

WHEREAS, the Ordinance became effective on July 23, 2021, there having been no successful referendum petition filed with the City Clerk within that time.

WHEREAS, the City of Fort Lupton, Weld County, Colorado (the "City") is a statutory municipality and political subdivision of the State of Colorado (the "State"), duly organized and operating under the Constitution and laws of the State; and

WHEREAS, Article V Section 1 Subsection 9 of the Constitution of the State of Colorado, further preserved inviolate in Article 11 of Title 31 of the Colorado Revised Statutes, permits a proposed ordinance to be submitted to the City Council by petition of municipal electors attached thereto and circulated therewith to be filed with the City Clerk and signed by Registered Electors equal in numbers to at least 5% of the total number of electors of the City of Fort Lupton registered on the date the petition is filed.

WHEREAS, Section 31-15-501(1)(c), C.R.S., § 29-2-114, and other applicable law authorizes the City to license, regulate, and tax the owners of businesses on the privilege of conducting various classes of businesses within the City.

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

SECTION 1:

The following sections of Article VIII of the Official Code of the City of Fort Lupton, Colorado, are hereby amended as follows:

Article VIII Retail Marijuana Sales AND EXCISE Tax

Sec. 4-163 – Purpose

The purpose of this article is to impose, in addition to the city's existing sales and use tax: A sales tax on the sale of marijuana and marijuana products in the City- AND AN EXCISE TAX ON THE FIRST SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY A RETAIL MARIJUANA CULTIVATION FACILITY.

Sec. 4-165 – Tax Imposed

- (A) A sales tax is imposed and shall be collected upon the lawful sale of retail marijuana and retail marijuana products by a retailer within the City at the rate of three point one percent (3.1%) of the purchase price paid by the purchaser thereof rounded off to the nearest penny. The tax shall be collected by the licensed vendor and paid to the City. The tax imposed by this Section is in addition to, and not in lieu of, the sales tax owed and payable to the City in connection by the State related to the sale of retail marijuana. No amount of the tax collected pursuant to this Section may be retained by the retailer to cover the expenses of collecting and remitting the tax.
- (B) AN EXCISE TAX OF ONE POINT FIVE PERCENT (1.5%) IS IMPOSED AND SHALL BE COLLECTED UPON THE LAWFUL SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA WHEN FIRST SOLD OR TRANSFERRED BY A RETAIL MARIJUANA CULTIVATION FACILITY IN THE CITY. THE TAX SHALL BE COLLECTED BY THE LICENSED VENDOR AND PAID TO THE CITY. THE TAX IMPOSED BY THIS SECTION IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER TAXES OWED AND PAYABLE TO THE CITY IN CONNECTION BY THE STATE RELATED TO THE CULTIVATION AND SALE OF RETAIL MARIJUANA. NO AMOUNT OF THE TAX COLLECTED PURSUANT TO THIS SECTION MAY BE RETAINED BY THE LICENSEE TO COVER THE EXPENSES OF COLLECTING AND REMITTING THE TAX.

Sec. 4-166 – Maximum Authorized Tax Rate

(A) The maximum SALES tax rate that may be imposed pursuant to this Chapter is ten percent (10%). At any time on and after January 1, 2021, the local licensing authority may, by ordinance:

- (1) Establish a tax rate that may be imposed pursuant to the Chapter that is not to exceed ten percent (10%); or
- (2) After establishing a tax rate that does not exceed ten percent (10%), increase the tax rate to be imposed pursuant to this Chapter, except that in no event shall the rate be increased above ten percent (10%). Notwithstanding any other provision of law, an increase in the tax rate pursuant to this subsection shall not require voter approval such approval having been provided at the November 3, 2020, election.

(B) THE MAXIMUM EXCISE TAX RATE THAT MAY BE IMPOSED PURSUANT TO THIS CHAPTER IS FOUR PERCENT (4%). AT ANY TIME ON AND AFTER JANUARY 1, 2025, THE LOCAL LICENSING AUTHORITY MAY, BY ORDINANCE:

- (1) ESTABLISH A TAX RATE THAT MAY BE IMPOSED PURSUANT TO THE CHAPTER THAT IS NOT TO EXCEED FOUR PERCENT (4%); OR
- (2) AFTER ESTABLISHING A TAX RATE THAT DOES NOT EXCEED FOUR PERCENT (4%), INCREASE THE TAX RATE TO BE IMPOSED PURSUANT TO THIS CHAPTER, EXCEPT THAT IN NO EVENT SHALL THE RATE BE INCREASED ABOVE FOUR PERCENT (4%). NOTWITHSTANDING ANY OTHER PROVISION OF LAW, AN INCREASE IN THE TAX RATE PURSUANT TO THIS SUBSECTION SHALL NOT

REQUIRE VOTER APPROVAL SUCH APPROVAL HAVING BEEN PROVIDED AT THE NOVEMBER 3, 2020, ELECTION.

Sec. 4-167 Collection and Enforcement Procedures

Except for those provisions that by their terms cannot apply, the City shall administer, collect and enforce the City's marijuana sales AND EXCISE tax imposed under this Article in similar manner as to the administration, collection and enforcement of taxes provided in Chapter 4, Section 4-78 of this Code, except that the State Director of Revenue's obligations referred to therein shall be obligations of the City Finance Director pertaining to administering, collecting and enforcement of the marijuana sales AND EXCISE tax, which shall be consistent with the obligations set forth in this Code and applicable Colorado statutory law.

Sec. 4-168 – Use of Collected Tax Revenues

The revenues collected from the Marijuana Sales Tax AND EXCISE TAX imposed hereunder shall be used to pay or reimburse the City for direct and indirect costs incurred for:

- (1) Adequate training, enforcement, and administration of the City's medical and retail marijuana regulations not otherwise covered by the fees collected by the City under the Colorado Marijuana Code and the City's ordinances;
- (2) Other general purposes of the City.

SECTION 2:

This Ordinance shall not go into effect unless approved by the voters of the City of Fort Lupton at the November 5, 2024 election.



SUBJECT FOR DISCUSSION

Library Director Opening

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The current Library Director Thomas Samblanet has submitted his resignation date of July 19, 2024. Director Samblanet has served with the City for 4 years and will be missed as he goes onto a new position with another Library District. To ensure continuity of operations an interim Director will be appointed upon his last day until the process is completed for a new Director.

The estimated timeline of the process is between three to six months. The timing of start dates for a new Director will not be fully known until after an offer is made post process.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Authorizing the Disposal of Unusable Vehicles, Equipment and Miscellaneous Items

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has vehicles, equipment and miscellaneous items from police evidence that are deemed unusable by the departments and selling them will generate revenue for the City.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Sell
2. Store surplus equipment

STAFF RECOMMENDATIONS

Staff recommends declaring surplus and authorizing the sale of the listed items

Attachments: a. Excel Spreadsheet of items for sale

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

2024 AUCTION LIST

Description	Physical Location	Year	VIN/ SERIAL #	Model	Title # (If Applicable)
Passenger Van	Community Center	2008	1GAGG25K381231828	Express	03R265576
36" X 20" large poster (aspen trees)	Rec Center				N/A
Proshop Display Case	Rec Center				N/A
Road Wizard Street Sweeper	Public Works	2007	49HAADB07DW84258	Elgin	03R265053
Fire Hydrant Meters (10-15 meters)	Public Works			John Deere	N/A
John Deere 2500A Riding Lawn Mower	Golf Course		TC250AD040305	John Deere	N/A
John Deere 2500E Riding Lawn Mower	Golf Course		TC250ED020544	John Deere	N/A
John Deere 2500E Riding Lawn Mower	Golf Course		1TC25EHGTD070206	John Deere	N/A
John Deere 7500A Riding Lawn Mower	Golf Course		1TC7500XJDF060265	John Deere	N/A
Topdresser/ Spreader	Golf Course		29693	Tycrop Propass	N/A
Dewalt Reciprocating Saw	Police Department		N/A	Dewalt	N/A
Dewalt Disc Grinder	Police Department		N/A	Dewalt	N/A
Dewalt Disc Grinder	Police Department		N/A	Dewalt	N/A
Boss Subwoofer & Amp	Police Department		N/A	Boss	N/A
Schwinn Legacy Beach Crusier Bicycle	Police Department		N/A	Schwinn	N/A
Huffy Stone Mountain Bicycle	Police Department		N/A	Huffy	N/A

Description	Physical Location	Year	VIN/ SERIAL #	Model	Title # (If Applicable)
Schwinn Mountain Bicycle	Police Department		N/A	Schwinn	N/A
Silver Box Containing Mint Coins	Police Department		N/A	N/A	N/A
Brown Leather Backpack	Police Department		N/A	N/A	N/A
Ford Explorer SUV	Police Department	2020	1FM5K8AB2LGA71464	Ford	003125844
Ford Explorer SUV	Police Department	2020	1FM5K8AB4LGA71465	Ford	002943931
Ford Explorer SUV	Police Department	2020	1FM5K8AB6LGA71466	Ford	008533037



SUBJECT FOR DISCUSSION

Adopting an Ordinance Specific Provision of Chapter 19 Metropolitan Districts, Article I General Provisions, Section 19-5 Procedures of the Fort Lupton Municipal Code

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City requested that Special Counsel review the City's special district policy and make recommendations for changes and updates in the policy to conform with recent City special district service plan approvals, legislative changes, and requirements customarily seen in other municipalities for special districts. A confidential, attorney-client privilege memorandum summarizing the changes is provided under separate cover due in order to preserve the privileged nature thereof.

Proposed changes to the City's current policy are reflected in the redline copy of the policy. The primary changes made were to clarify the procedural requirements necessary for processing a service plan and to reflect newly adopted operational requirements. Other changes reflect legislative changes which have occurred since the City's last update of the policy in 2019. Substantive changes are highlighted in the confidential memorandum. A clean copy of the proposed policy, including the recommended changes, is also enclosed and attached to the Ordinance.

The purpose of updating the City's special district policy is to modernize the City's policy and requirements, to update the policy to make it applicable to the current development environment, to reflect changes approved in recent service plan submittals, and to clean up and simplify the language and requirements set forth therein.

The City's corresponding "model service plan" will be updated accordingly for use with future submittals. The implementation of a model service plan has resulted in less staff time for review and comment. Any deviations from that model can be discussed and negotiated with the applicants at the time of submittal and/or at the City Council hearings thereon. Ultimately, the updated policy and resulting model should streamline applications going forward and simplify the City's procedures.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

City Council has previously approved service plans containing the substantive changes set forth in the revised policy. The City maintains control to require additional requirements for proposals depending on the nature of the submittal and unique circumstances thereof. As always, the City Council has the ability to approve, disapprove or conditionally approve any service plan submittal.

ALTERNATIVES/OPTIONS

- 1.) Approve Ordinance 2024-XXX.
- 2.) Do not approve Ordinance 2024-XXX.
- 3.) Continue Ordinance 2024-XXX to the next Council meeting.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

STAFF RECOMMENDATIONS

Staff recommends approval of the updated special district policy as presented through adoption of the proposed Ordinance 2024-XXX.

- Attachments:**
- a. Confidential, Attorney-Client Privilege Memorandum from Special Counsel Summarizing Recommended Changes (provided under separate cover) Redline Copy of Proposed Changes to Special District Policy
 - b. Clean Copy of Special District Policy, as revised
 - c. Ordinance 2024-xxx Approving Special District Policy and Repealing and Replacing in its Entirety Chapter 19 of the Fort Lupton, Colorado Municipal Code

Chapter 19 – Special District Policy

Sec. 19-1. - Declaration and purpose

- (a) The City Council finds that the City is located within or in the vicinity of a number of special districts, including but not limited to one (1) or more water, sanitation, park and recreation, fire and ambulance districts. The City Council recognizes that the creation of metropolitan districts pursuant to Sections 32-1-101, et seq., C.R.S., within the City may create jurisdictional confusion and questions relating to the provision of public services and the means by which those services are financed. The City Council recognizes that the creation of additional metropolitan districts can result in the unnecessary proliferation, overlap and fragmentation of local government, as well as double taxation and the diffusion of local tax sources. Nonetheless the City Council declares that the creation of metropolitan districts, in the limited circumstances set forth in this Chapter, can facilitate the provision of governmental services by providing alternatives for financing public improvements and services. The City Council further declares that the purposes of this Chapter are to establish policies concerning the use of metropolitan districts for the initial construction and financing of public improvements, but to limit the provision of ongoing services by such districts, which may be organized within the City boundaries. The City Council recognizes a need for procedures designed to ensure the orderly processing of proposals for the formation of metropolitan districts, and for policies and limitations that will allow the City Council full discretion in determining the needs of the community in order to protect the health, safety and welfare of the citizens.
- (b) The purpose of this Chapter is to set forth general and nonbinding guidelines relating to the formation of special districts within the City, the most common of which is the metropolitan district. The purpose of this Chapter is to establish procedures to be followed for the proposed formation of a special district, specifically including, but not limited to, a metropolitan district, as that term is defined by Section 32-1-103(10), C.R.S., within the City's Boundaries, pursuant ~~the to~~ Sections 32-1-101, et seq., C.R.S. Without limitation, the purposes of these guidelines are: to avoid having indebtedness of districts affect the credit rating of the City; to preserve the financial integrity of the City and its citizens; to prevent the shifting of development risk to non-developers; to attempt to minimize and insulate the City from risks and controversies that may arise in relation to districts; to attempt to minimize excessive tax burdens upon City residents in special districts; to set forth the circumstances under which a district may receive favorable consideration from the City; to articulate the types of benefits that are expected to inure to the City and its citizens generally in the proposed formation of a district; and to avoid the shifting of costs of any district to citizens who are not within the geographic boundaries of a district or receiving benefit from it. The guidelines contained in this Chapter are general in nature, may be considered by the City Council among such other information and decision-making criteria as the City deems appropriate and shall vest no right in any individual or entity relating to the creation of any special district. The City Council retains all authority and discretion to reject, approve or approve with conditions any special district proposal on which the City is authorized or required to act and to waive any requirements set forth herein in its full discretion. The adoption of the Chapter is necessary to protect the health, safety and welfare of the citizens of the City.

Sec. 19-2. - Scope and authority

- (a) This Chapter sets forth:
- (1) This threshold criteria pursuant to which the City may review each proposal for the creation of a district and evaluate the benefits which will accrue to the City or the affected properties;
 - (2) The application elements of a proposed district service plan which are considered to be the minimum criteria under which the City will proceed to review a district proposal; and
 - (3) The criteria and situation where a district may be viewed as an appropriate and efficient financing vehicle, absent others considering which the City Council may determine to take into account.
- (b) Pursuant to the power vested in the City by Sections 32-1-204 and 205, C.R.S., no district shall be created within the City's boundaries without the approval of the City Council, as evidenced by adoption of a City Council resolution after a public hearing thereon.
- (c) This Chapter establishes the requirements for the presentation of a proposal for the creation of a district to the City Council and the general criteria the City Council may choose to consider, among other criteria, in making a determination as to the approval, conditional approval, or disapproval of the creation of a district.

Sec. 19-3. - Definitions

When used in this Chapter, the following terms shall have the following meaning:

- (a) *City Administrator* means the City Administrator of the City of Fort Lupton or such Administrator's designee.
- (b) *Special district or district means* a quasi-municipal corporation and political subdivision of the State of Colorado proposed to be organized or acting pursuant to Sections 32-1-101, et seq., C.R.S., and in accordance with this Chapter, that provides for the inhabitants thereof any one (1) or more of the following services: fire protection, mosquito control, safety protection, parks and recreation, sanitation, solid waste disposal facilities for collection and transportation of solid waste, street improvement, television relay and translation, transportation, or water. A special district includes a metropolitan district.

Sec. 19-4. - Policy goals, objectives, and considerations

- (a) Policy goals. The City's goal is to be prepared to use the most appropriate financing alternative available for the construction of public improvements to serve all residential development, new commercial and industrial developments and redevelopment within the City's boundaries or service areas. In addition, establishment of these guideline is intended to facilitate compliance with and furtherance of the policies set forth in the City's Land Use Plan, Utilities Master Plan, Traffic Plan, Drainage Master Plan, Capital Project Plan and other such plans and policies as the City Council may adopt, as well as the coordination of planned development within the City's extended planning area and additional growth area. Through the approval of a proposed district, potentially, the City may achieve four (4) goals:

- (1) Constructing certain public improvements with non-City funds and reducing the financing burden therefor;
 - (2) Expediting the provision of certain public improvements or services in cooperation with a district;
 - (3) Enhancing the level of public improvements or services within the City and district in cooperation with a district; and/or
 - (4) In some circumstances, assisting the private sector, as well, by cooperating in projects beneficial to both public and private entities.
- (b) Policy objectives. As set forth in this Subsection, the City may consider the creation of a district when, in the sole discretion of the City Council, the formation of a district is in the City's best interest and in the best interests of the area to be served. Circumstances which may indicate that a district may be an appropriate financing alternative within the City's boundaries or within the extended service area include:
- (1) Where the public improvements to be constructed provide a general benefit to all or a portion of City residents and have previously been established as a portion of a system-wide municipal project, as set forth in the City's Land Use Plan, Traffic Master Plan, Master Drainage Plans, Utilities Master Plan, Capital Projects Plan, Parks and Trails Master Plan, and any other public facility document that the City may adopt, but where construction financing for a particular portion of a system-wide municipal project has not been budgeted or is not adequately funded in a given current year in the City's Capital projects fund. Such projects may include, by way of example and not by limitation, portions of major transportation improvements, enhanced or major recreation facilities, and major open space or natural features as identified in the Parks and Trails Master Plan.
 - (2) Where the public improvements will serve commercial or industrial redevelopment projects or new developments which will enlarge materially the City's tax base.
 - (3) Where the public improvements will serve commercial, industrial or residential development, which will enhance the entire community, with a special emphasis on the quality of the proposed development or redevelopment project.
 - (4) Where the financing burden would be imposed primarily on those properties specially benefited.
 - (5) With respect to public improvements which, pursuant to the City's then-current development policies and applicable ordinances, are the obligation of the adjacent, surrounding or nearby properties, where the public improvements are disproportionately large and financially burdensome in comparison to the benefit received by the affected properties.
 - (6) With respect to residential projects, where the development is of sufficient size to merit consideration of a public improvement program other than upon a plat-by-plat basis.

- (7) Where the development is proposed to be and remain under a single plan of control, with assurance of the same provided to the City, such that the City Council may determine that the programs articulated at the time of service plan consideration will not be fragmented or diluted.
 - (8) With respect to residential projects, where the development process has proceeded to a point where it may be determined that the programs articulated at the time of service plan consideration can be carried out in the development of the area to be included within the district.
 - (9) Where the City Council makes a determination, in its sole discretion, that creation of a district is necessary or desirable for reasons of economies of scale, construction timing, coordination with other public improvements, or the preservation of the health, safety and general welfare of the City's citizens.
- (c) Review considerations. In addition to other elements and information set forth in this Chapter, those districts that include the following provisions as part of their service plan submittal may be more favorably considered:
- (1) A report from the City Administrator that the proponents for the district have submitted all necessary information as required by this Chapter or otherwise reasonably requested in review of the proposed service plan, and that the City staff has made a recommendation on the formation of the proposed district.
 - (2) A provision that all improvements constructed by the district will be subject to inspection by the City in such form and fashion as necessary to ensure compliance with the City's approval of applicable plans and permits.
 - (3) Unless otherwise provided for and specifically approved by the City, a provision that all facilities constructed by the district will be conveyed to the City or another governmental entity designated by the City, free and clear of any lien, claim, encumbrance, or demand, subject to the City's normal warranty procedures.
 - (4) A prohibition against the provision of any ongoing services and operations or maintenance of facilities, unless the City Council specifically approves the district's proposal to provide continuing services. Notwithstanding the foregoing, a requirement that the district provide snow-removal services within the district's boundaries on City-owned streets that are not arterial or collector roads and that the district operate and maintain City-owned parks and open spaces within the district boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, all as more particularly set forth in a maintenance intergovernmental agreement with the City to be entered into immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the maintenance intergovernmental agreement shall constitute a material modification of the service plan.
 - (5) To the extent possible, provisions designed to minimize the financial impact upon the purchasers and users of the properties within the district and minimize the risk

of bond defaults. Towards this end, the City Council may look more favorably upon financing plans that place limitations s on financing beyond the limitations set forth in applicable state law.

- (6) A requirement that the proponents of the district ~~will~~ indemnify the City against all liabilities associated with the district, its formation and its plan of financing.
 - (7) Assurance from the proponents of the district that the financial information and forecasts, costs accounting, engineering information and marketing projects within the service plan are reasonable, appropriate and consistent with all applicable law. This assurance may be in the form of a letter signed by the proponents and/or its consultants providing the information and/or exhibits.
- (d) Consideration of appropriateness. While not determinative of City policies or criteria, the City may give more favorable consideration to a proposed district in the following situations:
- (1) Where the proponents can demonstrate that the creation of the district will create a distinct benefit to the greater City community or an area within the City that will not otherwise be realized;
 - (2) Where the proponents can demonstrate that the creation of the district is essential to the realization of a unique development or undertaking that would not otherwise be realized;
 - (3) Where the proponents can demonstrate that the creation of a separate government entity within the City will foster and promote the goals, policies and objectives of the City in a way that promotes continuity of government services and the avoidance of interjurisdictional conflicts;
 - (4) When the City Council determines that the creation of the district is a necessary and appropriate method by which pertinent interests, goals and policies of the City can be achieved, beyond interests of the proponents and the area to be served;
 - (5) When the City Council determines that creation of the district will create or encourage economies of scale, favorable timing or both, with respect to planned or anticipated public improvements, that would not otherwise be realized;
 - (6) Where the proponents can demonstrate that the district's independent authority to control the construction of improvements will inure to the benefit of the City; or
 - (7) Where it is not anticipated that an existing or larger district or entity will be created or used as an alternate financing vehicle for major area-wide public improvements, including, by way of example and not by limitation, regional drainage improvements.

Sec. 19-5. - Procedures

- (a) Preliminary meeting. Proponents of a special district shall initiate their proposal through submittal of a pre-application review questionnaire with the Planning & Building Department. Proponents then will be required to participate in a preliminary meeting with the City Administrator, ~~and~~ City Planner, City Attorney and Special Counsel to the City

conducted prior to formal submittal of an application. Such meeting will provide an exchange of information and will be conducted to facilitate the procedural process established in this Chapter. No preliminary meeting will be conducted unless and until the property to be included within the district is annexed to the City or a petition for annexation has been submitted to the City unless otherwise agreed to by the City Administrator or their designee.

- (b) Cost Agreement and Deposit. Prior to or with submittal of a formal application to the City, a cost agreement and funds deposit agreement, both in the form required by the City, shall be forwarded to the City Administrator at 130 South McKinley Avenue, Fort Lupton, Colorado 80621, together with the initial deposit of the amount required under the cost and funds deposit agreements. As provided in such agreements, the proponent shall pay all fees and expenses incurred by the City if the City chooses to retain outside financial, legal, accounting, feasibility or other expertise to assist in the review of the application or service plan.
- (c) Form of application – Service Plan. Any request for approval of a special district within the City's boundaries, unless otherwise agreed to by the City Administrator or their designee, shall be submitted to the City by no later than May 1 (for a November election cycle) or November 1 (for a May election cycle) and shall be in the form of a formal application as follows:
 - (1) There shall be submitted a proposed service plan substantially in the form established in the City's model service plan that shall comply with the specific service plan requirements set forth in this Chapter, and shall contain, at a minimum, the following:
 - a. All of the information required by Section 32-1-202(2), C.R.S.
 - b. A description of the facilities proposed to be provided by the special district.
 - c. A financial plan showing how the proposed improvements are to be provided and financed, which plan shall be prepared by an individual or entity acceptable to the City, and which plan must include:
 - 1. The dollar amount of any anticipated general obligation or revenue bond issue, including capitalized interest costs of issuance, estimated maximum interest rates and discounts and any expenses related to the organization and initial operation of the district; and the total authorized debt limit for the district, which shall be limited to the amount projected and authorized in the financing plan, plus 20%.
 - 2. A provision that developer advances shall either be paid when bonds are issued by the district or shall be subordinate to any district debt and that only the developer will hold the instruments evidencing such advances or financing. In no event shall interest earned on developer advances or on developer held debt compound.
 - 3. A provision prohibiting the acceleration of debt or other financial obligations as a remedy against the district.

4. Mill Levy Limitations.

- A. The “Maximum Debt Mill Levy” of the district, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy a district is permitted to impose upon the taxable property within the district for payment of Debt and shall be ~~55.277~~ 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 a 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 of directors 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.
- B. 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 a ~~D~~district is permitted to impose upon the taxable property within the District for payment of administrative, operation and maintenance costs, and shall be ~~5555.277~~ 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 70 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 of directors 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.
- C. The “Maximum Aggregate Mill Levy” of the district, which shall be subject to a Mill Levy Adjustment, means the maximum aggregate mill levy a District is permitted to impose for Debt and operation and maintenance costs, combined, and shall be 70 mills.

C. For purposes hereof, the following terms shall have the following meanings:

I. Debt: means bonds, notes, debentures, certificates, contracts, capital leases or other multiple fiscal year obligations for the payment of which the districts has promised to impose an ad valorem property tax mill levy, collect fee revenue, and/or levy special assessments.

II. 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.

III. Mill Levy Adjustment: means, means if, on or after January 1, 2022, changes are made in the method of calculating assessed valuation or any constitutionally or statutorily mandated tax credit, cut or abatement, then the Maximum Debt Mill Levy, and the Maximum Aggregate Mill Levy may be increased or decreased to reflect such changes so that, to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after the date of approval of the service plan by the City, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in residential rate as defined in Section 39-1-104.2, C.R.S., and any constitutional or legislative changes in the actual value against which the assessment rate is applied, shall be deemed to be a change in the method of calculating assessed valuation~~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.~~

d. A map of the district's boundaries and a map of any inclusion area boundaries, together with a legal description of all properties included

therein, and a statement that the district's boundaries will not go beyond those set forth in the inclusion area boundaries ~~without prior City approval.~~

- e. An itemization of any costs which are expected to be assumed by the City for construction of public improvements, if any.
- f. Written consent to formation from all owners of real property within the proposed district.
- g. ~~A form of an intergovernmental agreement between the special district and the City. A description of any known proposed intergovernmental agreements between the special district and other governmental entities.~~
- h. A provision that the district shall not exercise any of the following powers without the prior approval of the City Council:
 - 1. ~~The inclusion of properties into the special district's boundaries which are outside of the inclusion area boundaries set forth in the service plan;~~
 - 2. ~~The refunding of any of the district's outstanding bonds which would extend the maturity of the outstanding bonds or increase the total debt service thereon unless the End Users cast the majority of affirmative votes taken by the district's board of directors at a meeting authorizing such refunding; or~~
 - 32. The consolidation of the district with any other special district pursuant to Sections 32-1-601, et seq., C.R.S., other than the consolidation of the district with another special district organized with the district for the same development.
 - 43. The use of dominant eminent domain powers against the City to obtain any real property owned by the City.
- ih. A provision that 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 special 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.
- ji. A statement that the district will be subject to all of the City's zoning, subdivision, building code and other land use requirements, and a statement that the service plan and district's formation in no way affect the obligations of a developer or subdivider under this Code and other land use requirements, including the obligation to post security for the completion of subdivision improvements.
- kj. Provisions to ensure that a copy of ~~written notice of~~ the agenda for every regular or special meeting of the special district will be delivered to the office of the City Clerk, by email, mail or by hand, to be received at least seventy-two hours prior to such meeting.

- ~~lk.~~ A requirement that the district will file with the City annually, by ~~July-October~~ 1st of each year, an annual report setting forth the information outlined in Section 32-1-207(3)(c), C.R.S., for the prior calendar year, ~~along with a certificate of compliance with the service plan and an annual audited financial statement, unless the district is otherwise exempted from audit.~~
- ~~lm.~~ A statement that the district shall not apply for Great Outdoors Colorado grants, Colorado Trust Funds, Conservation Trust Funds or other state or federal grants without the prior consent of the City.
- ~~am.~~ A statement that 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.
- ~~en.~~ 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 radius of the district, which comparison shall also show the total overlapping mill levy for the special district and the comparison special districts.
- ~~po.~~ A requirement of written notice and disclosure to the initial and subsequent purchasers and users of the properties within the district regarding the existence of the special district, its operations and additional taxes, fees, rates, tolls, penalties, and ~~charges or assessments~~ which will be imposed in connection with the special district. A disclosure notice recorded on the property located within the special district prior to the sale of any property within the special district to a subsequent owner, including any inclusions subsequently approved by the district, will satisfy this requirement.
- ~~qp.~~ A statement that 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.
- ~~rq.~~ A form intergovernmental agreement with the City, which shall be executed by the special district board at its first meeting if the formation of the special district is authorized by the City Council and approved by voters. The form IGA shall be in the form required by the City.
- ~~r.~~ A form maintenance intergovernmental agreement requiring that the district provide snow-removal services within the district's boundaries on City-owned streets that are not arterial or collector roads and that the district operate and maintain City-owned parks and open spaces within the district boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, all as more particularly set forth in a maintenance intergovernmental agreement with the City to be entered into immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. The form maintenance IGA shall be in the form required by the City.
- s. Any other provisions, statements, or information requested by the City in its sole discretion.

(2) **Formal Submittal of Service Plan.** The proposed service plan shall be submitted to the City in electronic format with one pdf that includes the service plan text and all exhibits, a redline version of the service plan text showing any and all modifications made to the model service plan, and a clean word version of the service plan text and any exhibits available in word format. The service plan shall be submitted to the City by no later than May 1 (for a November election cycle) and by no later than November 1 (for a May election cycle)~~no later than six (6) weeks prior to a desired hearing date~~, unless otherwise agreed to by the City. No service plan will be scheduled for public hearing until a Preliminary Plat for the project is approved by the City unless otherwise agreed to by the City Administrator or their designee. Notwithstanding the foregoing, the City may elect to consider approval of the service plan at the same meeting at which a Preliminary Plat is to be considered by the City. Applicants may be required to provide final hard copies of the service plan to the City prior to the City's hearing on the service plan.

(d) Consideration of review.

- (1) Upon completion of City staff review of the proposed service plan, the proposal shall be set for consideration by the City Council pursuant to a schedule set by the City. The City staff shall present a report to the City Council evaluating the service plan and identifying any unresolved issues and issues of concern to City staff. Such report shall include recommendations made in accordance with the review criteria set forth in this Subsection. Such recommendations will be sufficient to allow the City Council to approve, conditionally approve, or disapprove the organization of the special district on a basis consistent with this Chapter.
- (2) The City Council shall disapprove the service plan unless evidence satisfactory to the City Council that each of the criteria set forth in Section 32-1-203(2), C.R.S. have been met.
- (3) In considering whether to approve a proposed special district, the City Council may also choose to apply the criteria set forth in Section 32-1-203(2.5), C.R.S.
- (4) If disapproval is not required by Subparagraph (2), above, it is entirely within the discretion of the City Council to approve, conditionally approve, or disapprove the creation of a special district within the City's boundaries. Any such decision by the City Council will be a legislative and not a quasi-judicial act, and no person shall have any right, by virtue of this Chapter or otherwise, to create a special district within the City's boundaries.
- (5) **Exclusions.** The City Council may exclude territory from a proposed special district prior to approval of the service plan submitted by the proposed special district. The proponents of the special district shall have the burden of proving that the exclusion of such property is not in the best interest of the special district. Any person owning property within the proposed boundaries of the proposed special district who requests his or her property to be excluded from the special district shall submit a written request for exclusion to the City Council at least ten (10) days prior to the City Council's hearing on the service plan in order to be considered. However, the City Council shall not be limited in its action with respect to exclusion of territory based only upon such request. Any request for exclusion shall be acted upon by the City Council prior to any final action on the service plan.

Sec. 19-6. - Notice of hearing

- (a) The City Administrator shall, within a reasonable time upon completion of staff review of the service plan, schedule a public hearing to consider the service plan at a regular City Council meeting. Notice of the service plan hearing shall be provided pursuant to and -in accordance with Section 32-1-204, C.R.S., and shall be performed by the Proponent after review by the City Attorney and/or Special Counsel to the City.

Sec. 19-7. - Hearing

On the date and at the time and place specified in the notice of hearing, the City Council shall conduct an open public hearing for the purpose of considering the desirability of and the need for the creation of the special district. A record of the proceeding shall be made, and all interested parties, as that term is defined in Section 32-1-204(1), C.R.S., shall have an opportunity to be heard. The City Council may postpone or continue such hearing to a later time or date or relocate the hearing by announcing such postponement, continuance or relocation at the hearing or by posting notice at the originally scheduled time and place of the hearing, and no further publication or mailing of notice shall be necessary.

Sec. 19-8. - Determination; continuing jurisdiction

- (a) At the conclusion of the public hearing, the City Council shall adopt a resolution approving, conditionally approving, or disapproving the creation of the special district in accordance with the service plan. Such resolution shall be conclusive of the City Council's determination. No action or proceeding, at law or in equity, to review any acts or proceedings or to question the validity of the City Council's determination pursuant to this Chapter, whether based upon irregularities or jurisdictional defects, shall be maintained unless authorized by state law and commenced within thirty (30) days after the adoption of the City Council resolution. No remedy against the City is permitted with respect to its action on a service plan other than remand from a court of competent jurisdiction as provided by state law.
- (b) After approval of any service plan, the City Council shall retain and may exercise in any manner deemed appropriate by the City Council all rights and remedies provided to it by the service plan, state law, this Chapter and other applicable laws and regulations, in relation to compliance with or enforcement or modification of a service plan, or relating to any other matter affecting the City's interests.
- (c) The City may impose fees or charges for the City's review and consideration of any material modification of the service plan, for City review and tracking of annual reports and other compliance matters, and for other matters deemed appropriate by the City. Such fees will be at the discretion of the City Administrator or their designee and will be subject to change.

Sec. 19-9. – Compliance; modification; enforcement

- (a) All documents submitted to the Weld County District Court by the proponents for the organization of a special district pursuant to Sections 32-1-301, et seq., C.R.S., shall conform to the approved service plan, and the failure of the proponents of the special

district to conform such submittals to the City-approved service plan shall be deemed to nullify the City's approval of the service plan.

(b) Material modifications of a service plan shall be processed as follows:

(1) After the organization of the special district and pursuant to the provisions of this Chapter, material modification of the service plan, as originally approved and amended, may be made pursuant to and in accordance with Section 32-1-207(2)(a), C.R.S. Such approval of modifications shall be required with regard to changes of a basic or essential nature, and, unless otherwise provided in the service plan, shall include but not be limited to:

- a. Any issuance by the special district of financial obligations not expressly authorized by the service plan or under circumstances inconsistent with the special district's financial ability to discharge such obligations as shown in the service plan;
- b. Any change in stated purposes of the special district;
- c. Any change in debt limit, change in revenue type, or change in maximum mill levy;
- d. Any change in the types of improvements from what is stated in the service plan;
- e. Failure to comply with the requirements of the service plan concerning the dedication of improvements or the acquisition and conveyance of land or interests in land;
- f. The occurrence of any event or condition which is defined under the service plan or intergovernmental agreement as necessitating a service plan amendment;
- g. The default by the special district under any intergovernmental agreement with the City;
- h. Any of the events or conditions enumerated in Section 32-1-207(2), C.R.S.;
- i. Any action or proposed action by the special district that would interfere with or delay the planned dissolution of the special district as provided in the service plan.

(2) Unless otherwise agreed to by the City Administrator or their designee, any request for a material modification shall be in the form of an amended and restated service plan in compliance with this Chapter 19 and the City's model service plan. A petition for service plan amendment shall be submitted for any material modification. The petition-request for modification shall include a submittal letter, as applicable setting forth the following information:

- a. Any changes to the service plan since it was approved by the City Council, including assumptions or projects furnished in conjunction with the original petition;
- b. A detailed explanation of the activity, events or conditions which resulted in the material modification to the service plan, including what action was

- taken or alternatives considered, if any, by the special district to avoid the action, event or condition;
- c. The impact of the material modification on the special district's ability to develop the capital facilities and infrastructure necessary to meet its capital development plan;
 - d. The effect of the material modification on the special district's ability to retire as scheduled its outstanding financial obligations and its ability to issue and market additional indebtedness to finance additional capital expenditures;
 - e. An updated financial plan for the special district, reflecting development absorption rates anticipated within the special district's service area, projected annual revenues and expenditures based upon such projected absorption rates, debt issuance and amortization schedules and a projection of anticipated capital outlay;
 - f. The financial impact of the modification on existing residents of the special district;
 - g. ~~Copies of all specific proposed revisions to the service plan, including the replacement or supplement pages and exhibits that are intended to effectuate the modifications; and~~
 - h. ~~Alternatives or opinions that would be available to the special district if the requests amendment was not approved by the City.~~
- (3) The ~~amendment-amended and restated service plan~~ shall be processed and reviewed in the same manner as prescribed by this Chapter for initial service plan review and all City costs shall be paid by the petitioner.
 - (4) A resolution of approval shall not be required for changes of a technical nature necessary only for the execution of the original service plan. The City shall determine if a change is technical in nature.
- (c) Any material departure from the approved service plan, as properly modified or amended, except for technical changes as referred to in Paragraph (b)(4) of this Section, may be enjoined: by the Court upon its own motion, or by the City, by appropriate court action; or by any interested party by appropriate court action, as the term "interested party" is defined by Section 32-1-204(1), C.R.S. The City Council may pursue any or all of the following remedies in addition to court action:
- (1) Withhold issuance of any permit, authorization, acceptance or other administrative approval necessary for the special district's development of public facilities or construction;
 - (2) Exercise any remedy under the terms of any intergovernmental agreement under which the special district is in default;
 - (3) Exercise any applicable remedy pursuant to Title 32 of the state statutes or other laws applicable to the special district's activities.
- (d) Notice and publication of special district activities that deviate from the service plan.

- (1) Deviations from the service plan, as approved and as may be modified and/or amended, that do not constitute material departures as set forth in Subsection C, above, shall be processed in accordance with Section 32-1-207(3)(b), C.R.S.

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Chapter 19 – Special District Policy

Sec. 19-1. - Declaration and purpose

- (a) The City Council finds that the City is located within or in the vicinity of a number of special districts, including but not limited to one (1) or more water, sanitation, park and recreation, fire and ambulance districts. The City Council recognizes that the creation of metropolitan districts pursuant to Sections 32-1-101, et seq., C.R.S., within the City may create jurisdictional confusion and questions relating to the provision of public services and the means by which those services are financed. The City Council recognizes that the creation of additional metropolitan districts can result in the unnecessary proliferation, overlap and fragmentation of local government, as well as double taxation and the diffusion of local tax sources. Nonetheless the City Council declares that the creation of metropolitan districts, in the limited circumstances set forth in this Chapter, can facilitate the provision of governmental services by providing alternatives for financing public improvements and services. The City Council further declares that the purposes of this Chapter are to establish policies concerning the use of metropolitan districts for the initial construction and financing of public improvements, but to limit the provision of ongoing services by such districts, which may be organized within the City boundaries. The City Council recognizes a need for procedures designed to ensure the orderly processing of proposals for the formation of metropolitan districts, and for policies and limitations that will allow the City Council full discretion in determining the needs of the community in order to protect the health, safety and welfare of the citizens.
- (b) The purpose of this Chapter is to set forth general and nonbinding guidelines relating to the formation of special districts within the City, the most common of which is the metropolitan district. The purpose of this Chapter is to establish procedures to be followed for the proposed formation of a special district, specifically including, but not limited to, a metropolitan district, as that term is defined by Section 32-1-103(10), C.R.S., within the City's Boundaries, pursuant to Sections 32-1-101, et seq., C.R.S. Without limitation, the purposes of these guidelines are: to avoid having indebtedness of districts affect the credit rating of the City; to preserve the financial integrity of the City and its citizens; to prevent the shifting of development risk to non-developers; to attempt to minimize and insulate the City from risks and controversies that may arise in relation to districts; to attempt to minimize excessive tax burdens upon City residents in special districts; to set forth the circumstances under which a district may receive favorable consideration from the City; to articulate the types of benefits that are expected to inure to the City and its citizens generally in the proposed formation of a district; and to avoid the shifting of costs of any district to citizens who are not within the geographic boundaries of a district or receiving benefit from it. The guidelines contained in this Chapter are general in nature, may be considered by the City Council among such other information and decision-making criteria as the City deems appropriate and shall vest no right in any individual or entity relating to the creation of any special district. The City Council retains all authority and discretion to reject, approve or approve with conditions any special district proposal on which the City is authorized or required to act and to waive any requirements set forth herein in its full discretion. The adoption of the Chapter is necessary to protect the health, safety and welfare of the citizens of the City.

Sec. 19-2. - Scope and authority

- (a) This Chapter sets forth:
 - (1) This threshold criteria pursuant to which the City may review each proposal for the creation of a district and evaluate the benefits which will accrue to the City or the affected properties;
 - (2) The application elements of a proposed district service plan which are considered to be the minimum criteria under which the City will proceed to review a district proposal; and
 - (3) The criteria and situation where a district may be viewed as an appropriate and efficient financing vehicle, absent others considering which the City Council may determine to take into account.
- (b) Pursuant to the power vested in the City by Sections 32-1-204 and 205, C.R.S., no district shall be created within the City's boundaries without the approval of the City Council, as evidenced by adoption of a City Council resolution after a public hearing thereon.
- (c) This Chapter establishes the requirements for the presentation of a proposal for the creation of a district to the City Council and the general criteria the City Council may choose to consider, among other criteria, in making a determination as to the approval, conditional approval, or disapproval of the creation of a district.

Sec. 19-3. - Definitions

When used in this Chapter, the following terms shall have the following meaning:

- (a) *City Administrator* means the City Administrator of the City of Fort Lupton or such Administrator's designee.
- (b) *Special district or district means* a quasi-municipal corporation and political subdivision of the State of Colorado proposed to be organized or acting pursuant to Sections 32-1-101, et seq., C.R.S., and in accordance with this Chapter, that provides for the inhabitants thereof any one (1) or more of the following services: fire protection, mosquito control, safety protection, parks and recreation, sanitation, solid waste disposal facilities for collection and transportation of solid waste, street improvement, television relay and translation, transportation, or water. A special district includes a metropolitan district.

Sec. 19-4. - Policy goals, objectives, and considerations

- (a) Policy goals. The City's goal is to be prepared to use the most appropriate financing alternative available for the construction of public improvements to serve all residential development, new commercial and industrial developments and redevelopment within the City's boundaries or service areas. In addition, establishment of these guideline is intended to facilitate compliance with and furtherance of the policies set forth in the City's Land Use Plan, Utilities Master Plan, Traffic Plan, Drainage Master Plan, Capital Project Plan and other such plans and policies as the City Council may adopt, as well as the coordination of planned development within the City's extended planning area and additional growth area. Through the approval of a proposed district, potentially, the City may achieve four (4) goals:

- (1) Constructing certain public improvements with non-City funds and reducing the financing burden therefor;
 - (2) Expediting the provision of certain public improvements or services in cooperation with a district;
 - (3) Enhancing the level of public improvements or services within the City and district in cooperation with a district; and/or
 - (4) In some circumstances, assisting the private sector, as well, by cooperating in projects beneficial to both public and private entities.
- (b) Policy objectives. As set forth in this Subsection, the City may consider the creation of a district when, in the sole discretion of the City Council, the formation of a district is in the City's best interest and in the best interests of the area to be served. Circumstances which may indicate that a district may be an appropriate financing alternative within the City's boundaries or within the extended service area include:
- (1) Where the public improvements to be constructed provide a general benefit to all or a portion of City residents and have previously been established as a portion of a system-wide municipal project, as set forth in the City's Land Use Plan, Traffic Master Plan, Master Drainage Plans, Utilities Master Plan, Capital Projects Plan, Parks and Trails Master Plan, and any other public facility document that the City may adopt, but where construction financing for a particular portion of a system-wide municipal project has not been budgeted or is not adequately funded in a given current year in the City's Capital projects fund. Such projects may include, by way of example and not by limitation, portions of major transportation improvements, enhanced or major recreation facilities, and major open space or natural features as identified in the Parks and Trails Master Plan.
 - (2) Where the public improvements will serve commercial or industrial redevelopment projects or new developments which will enlarge materially the City's tax base.
 - (3) Where the public improvements will serve commercial, industrial or residential development, which will enhance the entire community, with a special emphasis on the quality of the proposed development or redevelopment project.
 - (4) Where the financing burden would be imposed primarily on those properties specially benefited.
 - (5) With respect to public improvements which, pursuant to the City's then-current development policies and applicable ordinances, are the obligation of the adjacent, surrounding or nearby properties, where the public improvements are disproportionately large and financially burdensome in comparison to the benefit received by the affected properties.
 - (6) With respect to residential projects, where the development is of sufficient size to merit consideration of a public improvement program other than upon a plat-by-plat basis.

- (7) Where the development is proposed to be and remain under a single plan of control, with assurance of the same provided to the City, such that the City Council may determine that the programs articulated at the time of service plan consideration will not be fragmented or diluted.
 - (8) With respect to residential projects, where the development process has proceeded to a point where it may be determined that the programs articulated at the time of service plan consideration can be carried out in the development of the area to be included within the district.
 - (9) Where the City Council makes a determination, in its sole discretion, that creation of a district is necessary or desirable for reasons of economies of scale, construction timing, coordination with other public improvements, or the preservation of the health, safety and general welfare of the City's citizens.
- (c) Review considerations. In addition to other elements and information set forth in this Chapter, those districts that include the following provisions as part of their service plan submittal may be more favorably considered:
- (1) A report from the City Administrator that the proponents for the district have submitted all necessary information as required by this Chapter or otherwise reasonably requested in review of the proposed service plan, and that the City staff has made a recommendation on the formation of the proposed district.
 - (2) A provision that all improvements constructed by the district will be subject to inspection by the City in such form and fashion as necessary to ensure compliance with the City's approval of applicable plans and permits.
 - (3) Unless otherwise provided for and specifically approved by the City, a provision that all facilities constructed by the district will be conveyed to the City or another governmental entity designated by the City, free and clear of any lien, claim, encumbrance, or demand, subject to the City's normal warranty procedures.
 - (4) A prohibition against the provision of any ongoing services and operations or maintenance of facilities, unless the City Council specifically approves the district's proposal to provide continuing services. Notwithstanding the foregoing, a requirement that the district provide snow-removal services within the district's boundaries on City-owned streets that are not arterial or collector roads and that the district operate and maintain City-owned parks and open spaces within the district boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, all as more particularly set forth in a maintenance intergovernmental agreement with the City to be entered into immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the maintenance intergovernmental agreement shall constitute a material modification of the service plan.
 - (5) To the extent possible, provisions designed to minimize the financial impact upon the purchasers and users of the properties within the district and minimize the risk

of bond defaults. Towards this end, the City Council may look more favorably upon financing plans that place limitations on financing beyond the limitations set forth in applicable state law.

- (6) A requirement that the proponents of the district indemnify the City against all liabilities associated with the district, its formation and its plan of financing.
 - (7) Assurance from the proponents of the district that the financial information and forecasts, costs accounting, engineering information and marketing projects within the service plan are reasonable, appropriate and consistent with all applicable law. This assurance may be in the form of a letter signed by the proponents and/or its consultants providing the information and/or exhibits.
- (d) Consideration of appropriateness. While not determinative of City policies or criteria, the City may give more favorable consideration to a proposed district in the following situations:
- (1) Where the proponents can demonstrate that the creation of the district will create a distinct benefit to the greater City community or an area within the City that will not otherwise be realized;
 - (2) Where the proponents can demonstrate that the creation of the district is essential to the realization of a unique development or undertaking that would not otherwise be realized;
 - (3) Where the proponents can demonstrate that the creation of a separate government entity within the City will foster and promote the goals, policies and objectives of the City in a way that promotes continuity of government services and the avoidance of interjurisdictional conflicts;
 - (4) When the City Council determines that the creation of the district is a necessary and appropriate method by which pertinent interests, goals and policies of the City can be achieved, beyond interests of the proponents and the area to be served;
 - (5) When the City Council determines that creation of the district will create or encourage economies of scale, favorable timing or both, with respect to planned or anticipated public improvements, that would not otherwise be realized;
 - (6) Where the proponents can demonstrate that the district's independent authority to control the construction of improvements will inure to the benefit of the City; or
 - (7) Where it is not anticipated that an existing or larger district or entity will be created or used as an alternate financing vehicle for major area-wide public improvements, including, by way of example and not by limitation, regional drainage improvements.

Sec. 19-5. - Procedures

- (a) Preliminary meeting. Proponents of a special district shall initiate their proposal through submittal of a pre-application review questionnaire with the Planning & Building Department. Proponents then will be required to participate in a preliminary meeting with the City Administrator, City Planner, City Attorney and Special Counsel to the City

conducted prior to formal submittal of an application. Such meeting will provide an exchange of information and will be conducted to facilitate the procedural process established in this Chapter. No preliminary meeting will be conducted unless and until the property to be included within the district is annexed to the City or a petition for annexation has been submitted to the City unless otherwise agreed to by the City Administrator or their designee.

- (b) Cost Agreement and Deposit. Prior to or with submittal of a formal application to the City, a cost agreement and funds deposit agreement, both in the form required by the City, shall be forwarded to the City Administrator at 130 South McKinley Avenue, Fort Lupton, Colorado 80621, together with the initial deposit of the amount required under the cost and funds deposit agreements. As provided in such agreements, the proponent shall pay all fees and expenses incurred by the City if the City chooses to retain outside financial, legal, accounting, feasibility or other expertise to assist in the review of the application or service plan.
- (c) Form of application – Service Plan. Any request for approval of a special district within the City's boundaries, unless otherwise agreed to by the City Administrator or their designee, shall be submitted to the City by no later than May 1 (for a November election cycle) or November 1 (for a May election cycle) and shall be in the form of a formal application as follows:
 - (1) There shall be submitted a proposed service plan substantially in the form established in the City's model service plan that shall comply with the specific service plan requirements set forth in this Chapter, and shall contain, at a minimum, the following:
 - a. All of the information required by Section 32-1-202(2), C.R.S.
 - b. A description of the facilities proposed to be provided by the special district.
 - c. A financial plan showing how the proposed improvements are to be provided and financed, which plan shall be prepared by an individual or entity acceptable to the City, and which plan must include:
 - 1. The dollar amount of any anticipated general obligation or revenue bond issue, including capitalized interest costs of issuance, estimated maximum interest rates and discounts and any expenses related to the organization and initial operation of the district; and the total authorized debt limit for the district, which shall be limited to the amount projected and authorized in the financing plan, plus 20%.
 - 2. A provision that developer advances shall either be paid when bonds are issued by the district or shall be subordinate to any district debt and that only the developer will hold the instruments evidencing such advances or financing. In no event shall interest earned on developer advances or on developer held debt compound.
 - 3. A provision prohibiting the acceleration of debt or other financial obligations as a remedy against the district.

4. Mill Levy Limitations.
 - A. The “Maximum Debt Mill Levy” of the district, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy a district is permitted to impose upon the taxable property within the district for payment of Debt and shall be 55 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 a 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 of directors 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.
 - B. 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 a district is permitted to impose upon the taxable property within the District for payment of administrative, operation and maintenance costs, and shall be 55 mills until such time that the district issues Debt. 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 of directors 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.
 - C. The “Maximum Aggregate Mill Levy” of the district, which shall be subject to a Mill Levy Adjustment, means the maximum aggregate mill levy a District is permitted to impose for Debt and operation and maintenance costs, combined, and shall be 70 mills.
 - C. For purposes hereof, the following terms shall have the following meanings:
 - I. Debt: means bonds, notes, debentures, certificates, contracts, capital leases or other multiple fiscal year obligations for the payment of which the districts has

promised to impose an ad valorem property tax mill levy, collect fee revenue, and/or levy special assessments.

II. 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.

III. Mill Levy Adjustment: means, means if, on or after January 1, 2022, changes are made in the method of calculating assessed valuation or any constitutionally or statutorily mandated tax credit, cut or abatement, then the Maximum Debt Mill Levy, and the Maximum Aggregate Mill Levy may be increased or decreased to reflect such changes so that, to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after the date of approval of the service plan by the City, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in residential rate as defined in Section 39-1-104.2, C.R.S., and any constitutional or legislative changes in the actual value against which the assessment rate is applied, shall be deemed to be a change in the method of calculating assessed valuation.

- d. A map of the district's boundaries and a map of any inclusion area boundaries, together with a legal description of all properties included therein, and a statement that the district's boundaries will not go beyond those set forth in the inclusion area boundaries.
- e. An itemization of any costs which are expected to be assumed by the City for construction of public improvements, if any.
- f. Written consent to formation from all owners of real property within the proposed district.
- g. A provision that the district shall not exercise any of the following powers without the prior approval of the City Council:
 - 1. The refunding of any of the district's outstanding bonds which would extend the maturity of the outstanding bonds or increase the total debt service thereon unless the End Users cast the majority of affirmative votes taken by the district's board of directors at a meeting authorizing such refunding; or
 - 2. The consolidation of the district with any other special district pursuant to Sections 32-1-601, et seq., C.R.S., other than the consolidation of the district with another special district organized with the district for the same development.

3. The use of dominant eminent domain powers against the City to obtain any real property owned by the City.
- h. A provision that 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 special 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.
- i. A statement that the district will be subject to all of the City's zoning, subdivision, building code and other land use requirements, and a statement that the service plan and district's formation in no way affect the obligations of a developer or subdivider under this Code and other land use requirements, including the obligation to post security for the completion of subdivision improvements.
- j. Provisions to ensure that a copy of the agenda for every regular or special meeting of the special district will be delivered to the office of the City Clerk, by email, mail or by hand, to be received at least seventy-two hours prior to such meeting.
- k. A requirement that the district will file with the City annually, by October 1st of each year, an annual report setting forth the information outlined in Section 32-1-207(3)(c), C.R.S., for the prior calendar year.
- l. A statement that the district shall not apply for Great Outdoors Colorado grants, Colorado Trust Funds, Conservation Trust Funds or other state or federal grants without the prior consent of the City.
- m. A statement that 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.
- n. 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 radius of the district, which comparison shall also show the total overlapping mill levy for the special district and the comparison special districts.
- o. A requirement of written notice and disclosure to the initial and subsequent purchasers and users of the properties within the district regarding the existence of the special district, its operations and additional taxes, fees, rates, tolls, penalties, and charges or assessments which will be imposed in connection with the special district. A disclosure notice recorded on the property located within the special district prior to the sale of any property within the special district to a subsequent owner, including any inclusions subsequently approved by the district, will satisfy this requirement.
- p. A statement that 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.

- q. A form intergovernmental agreement with the City, which shall be executed by the special district board at its first meeting if the formation of the special district is authorized by the City Council and approved by voters. The form IGA shall be in the form required by the City.
- r. A form maintenance intergovernmental agreement requiring that the district provide snow-removal services within the district's boundaries on City-owned streets that are not arterial or collector roads and that the district operate and maintain City-owned parks and open spaces within the district boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, all as more particularly set forth in a maintenance intergovernmental agreement with the City to be entered into immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. The form maintenance IGA shall be in the form required by the City.
- s. Any other provisions, statements, or information requested by the City in its sole discretion.

(2) Formal Submittal of Service Plan. The proposed service plan shall be submitted to the City in electronic format with one pdf that includes the service plan text and all exhibits, a redline version of the service plan text showing any and all modifications made to the model service plan, and a clean word version of the service plan text and any exhibits available in word format. The service plan shall be submitted to the City by no later than May 1 (for a November election cycle) and by no later than November 1 (for a May election cycle), unless otherwise agreed to by the City. No service plan will be scheduled for public hearing until a Preliminary Plat for the project is approved by the City unless otherwise agreed to by the City Administrator or their designee. Notwithstanding the foregoing, the City may elect to consider approval of the service plan at the same meeting at which a Preliminary Plat is to be considered by the City. Applicants may be required to provide final hard copies of the service plan to the City prior to the City's hearing on the service plan.

(d) Consideration of review.

- (1) Upon completion of City staff review of the proposed service plan, the proposal shall be set for consideration by the City Council pursuant to a schedule set by the City. The City staff shall present a report to the City Council evaluating the service plan and identifying any unresolved issues and issues of concern to City staff. Such report shall include recommendations made in accordance with the review criteria set forth in this Subsection. Such recommendations will be sufficient to allow the City Council to approve, conditionally approve, or disapprove the organization of the special district on a basis consistent with this Chapter.
- (2) The City Council shall disapprove the service plan unless evidence satisfactory to the City Council that each of the criteria set forth in Section 32-1-203(2), C.R.S. have been met.
- (3) In considering whether to approve a proposed special district, the City Council may also choose to apply the criteria set forth in Section 32-1-203(2.5), C.R.S.

- (4) If disapproval is not required by Subparagraph (2), above, it is entirely within the discretion of the City Council to approve, conditionally approve, or disapprove the creation of a special district within the City's boundaries. Any such decision by the City Council will be a legislative and not a quasi-judicial act, and no person shall have any right, by virtue of this Chapter or otherwise, to create a special district within the City's boundaries.
- (5) Exclusions. The City Council may exclude territory from a proposed special district prior to approval of the service plan submitted by the proposed special district. The proponents of the special district shall have the burden of proving that the exclusion of such property is not in the best interest of the special district. Any person owning property within the proposed boundaries of the proposed special district who requests his or her property to be excluded from the special district shall submit a written request for exclusion to the City Council at least ten (10) days prior to the City Council's hearing on the service plan in order to be considered. However, the City Council shall not be limited in its action with respect to exclusion of territory based only upon such request. Any request for exclusion shall be acted upon by the City Council prior to any final action on the service plan.

Sec. 19-6. - Notice of hearing

- (a) The City Administrator shall, within a reasonable time upon completion of staff review of the service plan, schedule a public hearing to consider the service plan at a regular City Council meeting. Notice of the service plan hearing shall be provided pursuant to and in accordance with Section 32-1-204, C.R.S., and shall be performed by the Proponent after review by the City Attorney and/or Special Counsel to the City.

Sec. 19-7. - Hearing

On the date and at the time and place specified in the notice of hearing, the City Council shall conduct an open public hearing for the purpose of considering the desirability of and the need for the creation of the special district. A record of the proceeding shall be made, and all interested parties, as that term is defined in Section 32-1-204(1), C.R.S., shall have an opportunity to be heard. The City Council may postpone or continue such hearing to a later time or date or relocate the hearing by announcing such postponement, continuance or relocation at the hearing or by posting notice at the originally scheduled time and place of the hearing, and no further publication or mailing of notice shall be necessary.

Sec. 19-8. - Determination; continuing jurisdiction

- (a) At the conclusion of the public hearing, the City Council shall adopt a resolution approving, conditionally approving, or disapproving the creation of the special district in accordance with the service plan. Such resolution shall be conclusive of the City Council's determination. No action or proceeding, at law or in equity, to review any acts or proceedings or to question the validity of the City Council's determination pursuant to this Chapter, whether based upon irregularities or jurisdictional defects, shall be maintained unless authorized by state law and commenced within thirty (30) days after the adoption of the City Council resolution. No remedy against the City is permitted with respect to its

action on a service plan other than remand from a court of competent jurisdiction as provided by state law.

- (b) After approval of any service plan, the City Council shall retain and may exercise in any manner deemed appropriate by the City Council all rights and remedies provided to it by the service plan, state law, this Chapter and other applicable laws and regulations, in relation to compliance with or enforcement or modification of a service plan, or relating to any other matter affecting the City's interests.
- (c) The City may impose fees or charges for the City's review and consideration of any material modification of the service plan, for City review and tracking of annual reports and other compliance matters, and for other matters deemed appropriate by the City. Such fees will be at the discretion of the City Administrator or their designee and will be subject to change.

Sec. 19-9. – Compliance; modification; enforcement

- (a) All documents submitted to the Weld County District Court by the proponents for the organization of a special district pursuant to Sections 32-1-301, et seq., C.R.S., shall conform to the approved service plan, and the failure of the proponents of the special district to conform such submittals to the City-approved service plan shall be deemed to nullify the City's approval of the service plan.
- (b) Material modifications of a service plan shall be processed as follows:
 - (1) After the organization of the special district and pursuant to the provisions of this Chapter, material modification of the service plan, as originally approved and amended, may be made pursuant to and in accordance with Section 32-1-207(2)(a), C.R.S. Such approval of modifications shall be required with regard to changes of a basic or essential nature, and, unless otherwise provided in the service plan, shall include but not be limited to:
 - a. Any issuance by the special district of financial obligations not expressly authorized by the service plan or under circumstances inconsistent with the special district's financial ability to discharge such obligations as shown in the service plan;
 - b. Any change in stated purposes of the special district;
 - c. Any change in debt limit, change in revenue type, or change in maximum mill levy;
 - d. Any change in the types of improvements from what is stated in the service plan;
 - e. Failure to comply with the requirements of the service plan concerning the dedication of improvements or the acquisition and conveyance of land or interests in land;
 - f. The occurrence of any event or condition which is defined under the service plan or intergovernmental agreement as necessitating a service plan amendment;

- g. The default by the special district under any intergovernmental agreement with the City;
 - h. Any of the events or conditions enumerated in Section 32-1-207(2), C.R.S.;
 - i. Any action or proposed action by the special district that would interfere with or delay the planned dissolution of the special district as provided in the service plan.
 - (2) Unless otherwise agreed to by the City Administrator or their designee, any request for a material modification shall be in the form of an amended and restated service plan in compliance with this Chapter 19 and the City's model service plan. The request for modification shall include a submittal letter setting forth the following information:
 - a. Any changes to the service plan since it was approved by the City Council, including assumptions or projects furnished in conjunction with the original petition;
 - b. A detailed explanation of the activity, events or conditions which resulted in the material modification to the service plan, including what action was taken or alternatives considered, if any, by the special district to avoid the action, event or condition;
 - c. The impact of the material modification on the special district's ability to develop the capital facilities and infrastructure necessary to meet its capital development plan;
 - d. The effect of the material modification on the special district's ability to retire as scheduled its outstanding financial obligations and its ability to issue and market additional indebtedness to finance additional capital expenditures;
 - e. An updated financial plan for the special district, reflecting development absorption rates anticipated within the special district's service area, projected annual revenues and expenditures based upon such projected absorption rates, debt issuance and amortization schedules and a projection of anticipated capital outlay;
 - f. The financial impact of the modification on existing residents of the special district;
 - g. Alternatives or opinions that would be available to the special district if the requests amendment was not approved by the City.
 - (3) The amended and restated service plan shall be processed and reviewed in the same manner as prescribed by this Chapter for initial service plan review and all City costs shall be paid by the petitioner.
 - (4) A resolution of approval shall not be required for changes of a technical nature necessary only for the execution of the original service plan. The City shall determine if a change is technical in nature.
- (c) Any material departure from the approved service plan, as properly modified or amended, except for technical changes as referred to in Paragraph (b)(4) of this Section, may be enjoined: by the Court upon its own motion, or by the City, by appropriate court action; or by any interested party by appropriate court action, as the term "interested party" is defined

by Section 32-1-204(1), C.R.S. The City Council may pursue any or all of the following remedies in addition to court action:

- (1) Withhold issuance of any permit, authorization, acceptance or other administrative approval necessary for the special district's development of public facilities or construction;
 - (2) Exercise any remedy under the terms of any intergovernmental agreement under which the special district is in default;
 - (3) Exercise any applicable remedy pursuant to Title 32 of the state statutes or other laws applicable to the special district's activities.
- (d) Notice and publication of special district activities that deviate from the service plan.
- (1) Deviations from the service plan, as approved and as may be modified and/or amended, that do not constitute material departures as set forth in Subsection C, above, shall be processed in accordance with Section 32-1-207(3)(b), C.R.S.

ORDINANCE NO. 2024-__

INTRODUCED BY:

ADOPT AN ORDINANCE APPROVING SPECIAL DISTRICT POLICY AND REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 19 OF THE FORT LUPTON MUNICIPAL CODE.

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

WHEREAS, in 2005, City Council adopted Ordinance 2005-854 enacting Chapter 19 of the Fort Lupton Municipal Code entitled “Metropolitan Districts;” and

WHEREAS, in 2019, City Council adopted Ordinance 2019-1046 replacing and superseding Chapter 19 of the Fort Lupton Municipal Code entitled “Metropolitan Districts;” and

WHEREAS, Chapter 19 sets forth the City’s policy, position, and requirements for the organization of metropolitan districts in the City and the processing of service plans therefor; and

WHEREAS, since adoption of Chapter 19, the development landscape and treatment and processing of special districts, including metropolitan districts, has changed; and

WHEREAS, further, legislative changes have occurred resulting in conflicting provisions contained in Chapter 19; and

WHEREAS, City Council finds it necessary to update the provisions and requirements set forth in Chapter 19 as they relate to special districts, including metropolitan districts, to simplify the language contained in Chapter 19 and to clarify certain requirements and provisions set forth therein; and

WHEREAS, City Council deems it necessary to repeal and place, in its entirety, Chapter 19 of the Fort Lupton Municipal Code.

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

Section 1: REPEAL AND REPLACEMENT OF CHAPTER 19 OF THE FORT LUPTON MUNICIPAL CODE. Chapter 19 of the Fort Lupton Municipal Code is hereby repealed in its entirety and replaced with the Chapter 19 entitled "Special District Policy" set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

Section 2: SEVERABILITY. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The City Council hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 3. REPEALER. All ordinances or resolutions, or parts thereof, in conflict with this ordinance or any part hereof are hereby repealed to the extent of such inconsistency or conflict. The repeal or modification of any provision of any prior ordinance by this ordinance shall not release, extinguish, alter, modify or change in whole or in part, any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining force for the purpose of sustaining any judgment, decree or order which can be rendered, entered or made such actions, suits, proceedings or prosecutions.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 16th day of July, 2024.

PUBLISHED in the Fort Lupton Press the 25th day of July, 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of August, 2024.

PUBLISHED BY TITLE ONLY the 15th day of August, 2024.

EFFECTIVE (after publication) the 14th day of September, 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

Chapter 19 – Special District Policy

Sec. 19-1. - Declaration and purpose

- (a) The City Council finds that the City is located within or in the vicinity of a number of special districts, including but not limited to one (1) or more water, sanitation, park and recreation, fire and ambulance districts. The City Council recognizes that the creation of metropolitan districts pursuant to Sections 32-1-101, et seq., C.R.S., within the City may create jurisdictional confusion and questions relating to the provision of public services and the means by which those services are financed. The City Council recognizes that the creation of additional metropolitan districts can result in the unnecessary proliferation, overlap and fragmentation of local government, as well as double taxation and the diffusion of local tax sources. Nonetheless the City Council declares that the creation of metropolitan districts, in the limited circumstances set forth in this Chapter, can facilitate the provision of governmental services by providing alternatives for financing public improvements and services. The City Council further declares that the purposes of this Chapter are to establish policies concerning the use of metropolitan districts for the initial construction and financing of public improvements, but to limit the provision of ongoing services by such districts, which may be organized within the City boundaries. The City Council recognizes a need for procedures designed to ensure the orderly processing of proposals for the formation of metropolitan districts, and for policies and limitations that will allow the City Council full discretion in determining the needs of the community in order to protect the health, safety and welfare of the citizens.
- (b) The purpose of this Chapter is to set forth general and nonbinding guidelines relating to the formation of special districts within the City, the most common of which is the metropolitan district. The purpose of this Chapter is to establish procedures to be followed for the proposed formation of a special district, specifically including, but not limited to, a metropolitan district, as that term is defined by Section 32-1-103(10), C.R.S., within the City's Boundaries, pursuant to Sections 32-1-101, et seq., C.R.S. Without limitation, the purposes of these guidelines are: to avoid having indebtedness of districts affect the credit rating of the City; to preserve the financial integrity of the City and its citizens; to prevent the shifting of development risk to non-developers; to attempt to minimize and insulate the City from risks and controversies that may arise in relation to districts; to attempt to minimize excessive tax burdens upon City residents in special districts; to set forth the circumstances under which a district may receive favorable consideration from the City; to articulate the types of benefits that are expected to inure to the City and its citizens generally in the proposed formation of a district; and to avoid the shifting of costs of any district to citizens who are not within the geographic boundaries of a district or receiving benefit from it. The guidelines

contained in this Chapter are general in nature, may be considered by the City Council among such other information and decision-making criteria as the City deems appropriate and shall vest no right in any individual or entity relating to the creation of any special district. The City Council retains all authority and discretion to reject, approve or approve with conditions any special district proposal on which the City is authorized or required to act and to waive any requirements set forth herein in its full discretion. The adoption of the Chapter is necessary to protect the health, safety and welfare of the citizens of the City.

Sec. 19-2. - Scope and authority

- (a) This Chapter sets forth:
 - (1) This threshold criteria pursuant to which the City may review each proposal for the creation of a district and evaluate the benefits which will accrue to the City or the affected properties;
 - (2) The application elements of a proposed district service plan which are considered to be the minimum criteria under which the City will proceed to review a district proposal; and
 - (3) The criteria and situation where a district may be viewed as an appropriate and efficient financing vehicle, absent others considering which the City Council may determine to take into account.
- (b) Pursuant to the power vested in the City by Sections 32-1-204 and 205, C.R.S., no district shall be created within the City's boundaries without the approval of the City Council, as evidenced by adoption of a City Council resolution after a public hearing thereon.
- (c) This Chapter establishes the requirements for the presentation of a proposal for the creation of a district to the City Council and the general criteria the City Council may choose to consider, among other criteria, in making a determination as to the approval, conditional approval, or disapproval of the creation of a district.

Sec. 19-3. - Definitions

When used in this Chapter, the following terms shall have the following meaning:

- (a) *City Administrator* means the City Administrator of the City of Fort Lupton or such Administrator's designee.
- (b) *Special district or district means* a quasi-municipal corporation and political subdivision of the State of Colorado proposed to be organized or acting pursuant to Sections 32-1-101, et seq., C.R.S., and in accordance with this Chapter, that provides for the inhabitants thereof any one (1) or more of the following services: fire protection, mosquito control, safety protection, parks and recreation, sanitation, solid waste disposal facilities for collection and transportation of solid waste, street improvement, television relay and translation, transportation, or water. A special district includes a metropolitan district.

Sec. 19-4. - Policy goals, objectives, and considerations

- (a) Policy goals. The City's goal is to be prepared to use the most appropriate financing alternative available for the construction of public improvements to serve all residential development, new commercial and industrial developments and redevelopment within the City's boundaries or service areas. In addition, establishment of these guideline is intended to facilitate compliance with and furtherance of the polices set forth in the City's Land Use Plan, Utilities Master Plan, Traffic Plan, Drainage Master Plan, Capital Project Plan and other such plans and policies as the City Council may adopt, as well as the coordination of planned development within the City's extended planning area and additional growth area. Through the approval of a proposed district, potentially, the City may achieve four (4) goals:
- (1) Constructing certain public improvements with non-City funds and reducing the financing burden therefor;
 - (2) Expediting the provision of certain public improvements or services in cooperation with a district;
 - (3) Enhancing the level of public improvements or services within the City and district in cooperation with a district; and/or
 - (4) In some circumstances, assisting the private sector, as well, by cooperating in projects beneficial to both public and private entities.
- (b) Policy objectives. As set forth in this Subsection, the City may consider the creation of a district when, in the sole discretion of the City Council, the formation of a district is in the City's best interest and in the best interests of the area to be served. Circumstances which may indicate that a district may be an appropriate financing alternative within the City's boundaries or within the extended service area include:
- (1) Where the public improvements to be constructed provide a general benefit to all or a portion of City residents and have previously been established as a portion of a system-wide municipal project, as set forth in the City's Land Use Plan, Traffic Master Plan, Master Drainage Plans, Utilities Master Plan, Capital Projects Plan, Parks and Trails Master Plan, and any other public facility document that the City may adopt, but where construction financing for a particular portion of a system-wide municipal project has not been budgeted or is not adequately funded in a given current year in the City's Capital projects fund. Such projects may include, by way of example and not by limitation, portions of major transportation improvements, enhanced or major recreation

facilities, and major open space or natural features as identified in the Parks and Trails Master Plan.

- (2) Where the public improvements will serve commercial or industrial redevelopment projects or new developments which will enlarge materially the City's tax base.
- (3) Where the public improvements will serve commercial, industrial or residential development, which will enhance the entire community, with a special emphasis on the quality of the proposed development or redevelopment project.
- (4) Where the financing burden would be imposed primarily on those properties specially benefited.
- (5) With respect to public improvements which, pursuant to the City's then-current development policies and applicable ordinances, are the obligation of the adjacent, surrounding or nearby properties, where the public improvements are disproportionately large and financially burdensome in comparison to the benefit received by the affected properties.
- (6) With respect to residential projects, where the development is of sufficient size to merit consideration of a public improvement program other than upon a plat-by-plat basis.
- (7) Where the development is proposed to be and remain under a single plan of control, with assurance of the same provided to the City, such that the City Council may determine that the programs articulated at the time of service plan consideration will not be fragmented or diluted.
- (8) With respect to residential projects, where the development process has proceeded to a point where it may be determined that the programs articulated at the time of service plan consideration can be carried out in the development of the area to be included within the district.
- (9) Where the City Council makes a determination, in its sole discretion, that creation of a district is necessary or desirable for reasons of economies of scale, construction timing, coordination with other public improvements, or the preservation of the health, safety and general welfare of the City's citizens.

- (c) Review considerations. In addition to other elements and information set forth in this Chapter, those districts that include the following provisions as part of their service plan submittal may be more favorably considered:
- (1) A report from the City Administrator that the proponents for the district have submitted all necessary information as required by this Chapter or otherwise reasonably requested in review of the proposed service plan, and that the City staff has made a recommendation on the formation of the proposed district.
 - (2) A provision that all improvements constructed by the district will be subject to inspection by the City in such form and fashion as necessary to ensure compliance with the City's approval of applicable plans and permits.
 - (3) Unless otherwise provided for and specifically approved by the City, a provision that all facilities constructed by the district will be conveyed to the City or another governmental entity designated by the City, free and clear of any lien, claim, encumbrance, or demand, subject to the City's normal warranty procedures.
 - (4) A prohibition against the provision of any ongoing services and operations or maintenance of facilities, unless the City Council specifically approves the district's proposal to provide continuing services. Notwithstanding the foregoing, a requirement that the district provide snow-removal services within the district's boundaries on City-owned streets that are not arterial or collector roads and that the district operate and maintain City-owned parks and open spaces within the district boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, all as more particularly set forth in a maintenance intergovernmental agreement with the City to be entered into immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the maintenance intergovernmental agreement shall constitute a material modification of the service plan.
 - (5) To the extent possible, provisions designed to minimize the financial impact upon the purchasers and users of the properties within the district and minimize the risk of bond defaults. Towards this end, the City Council may look more favorably upon financing plans that place limitations on financing beyond the limitations set forth in applicable state law.

- (6) A requirement that the proponents of the district indemnify the City against all liabilities associated with the district, its formation and its plan of financing.
 - (7) Assurance from the proponents of the district that the financial information and forecasts, costs accounting, engineering information and marketing projects within the service plan are reasonable, appropriate and consistent with all applicable law. This assurance may be in the form of a letter signed by the proponents and/or its consultants providing the information and/or exhibits.
- (d) Consideration of appropriateness. While not determinative of City policies or criteria, the City may give more favorable consideration to a proposed district in the following situations:
- (1) Where the proponents can demonstrate that the creation of the district will create a distinct benefit to the greater City community or an area within the City that will not otherwise be realized;
 - (2) Where the proponents can demonstrate that the creation of the district is essential to the realization of a unique development or undertaking that would not otherwise be realized;
 - (3) Where the proponents can demonstrate that the creation of a separate government entity within the City will foster and promote the goals, policies and objectives of the City in a way that promotes continuity of government services and the avoidance of interjurisdictional conflicts;
 - (4) When the City Council determines that the creation of the district is a necessary and appropriate method by which pertinent interests, goals and policies of the City can be achieved, beyond interests of the proponents and the area to be served;
 - (5) When the City Council determines that creation of the district will create or encourage economies of scale, favorable timing or both, with respect to planned or anticipated public improvements, that would not otherwise be realized;
 - (6) Where the proponents can demonstrate that the district's independent authority to control the construction of improvements will inure to the benefit of the City; or
 - (7) Where it is not anticipated that an existing or larger district or entity will be created or used as an alternate financing vehicle for major area-wide public

improvements, including, by way of example and not by limitation, regional drainage improvements.

Sec. 19-5. - Procedures

- (a) Preliminary meeting. Proponents of a special district shall initiate their proposal through submittal of a pre-application review questionnaire with the Planning & Building Department. Proponents then will be required to participate in a preliminary meeting with the City Administrator, City Planner, City Attorney and Special Counsel to the City conducted prior to formal submittal of an application. Such meeting will provide an exchange of information and will be conducted to facilitate the procedural process established in this Chapter. No preliminary meeting will be conducted unless and until the property to be included within the district is annexed to the City or a petition for annexation has been submitted to the City unless otherwise agreed to by the City Administrator or their designee.
- (b) Cost Agreement and Deposit. Prior to or with submittal of a formal application to the City, a cost agreement and funds deposit agreement, both in the form required by the City, shall be forwarded to the City Administrator at 130 South McKinley Avenue, Fort Lupton, Colorado 80621, together with the initial deposit of the amount required under the cost and funds deposit agreements. As provided in such agreements, the proponent shall pay all fees and expenses incurred by the City if the City chooses to retain outside financial, legal, accounting, feasibility or other expertise to assist in the review of the application or service plan.
- (c) Form of application – Service Plan. Any request for approval of a special district within the City's boundaries, unless otherwise agreed to by the City Administrator or their designee, shall be submitted to the City by no later than May 1 (for a November election cycle) or November 1 (for a May election cycle) and shall be in the form of a formal application as follows:
 - (1) There shall be submitted a proposed service plan substantially in the form established in the City's model service plan that shall comply with the specific service plan requirements set forth in this Chapter, and shall contain, at a minimum, the following:
 - a. All of the information required by Section 32-1-202(2), C.R.S.
 - b. A description of the facilities proposed to be provided by the special district.
 - c. A financial plan showing how the proposed improvements are to be provided and financed, which plan shall be prepared by an individual or entity acceptable to the City, and which plan must include:
 - 1. The dollar amount of any anticipated general obligation or revenue bond issue, including capitalized interest costs of issuance, estimated maximum interest rates and discounts and any expenses related to the organization and initial operation of the district; and the total authorized debt limit for the district,

which shall be limited to the amount projected and authorized in the financing plan, plus 20%.

2. A provision that developer advances shall either be paid when bonds are issued by the district or shall be subordinate to any district debt and that only the developer will hold the instruments evidencing such advances or financing. In no event shall interest earned on developer advances or on developer held debt compound.
3. A provision prohibiting the acceleration of debt or other financial obligations as a remedy against the district.
4. Mill Levy Limitations.
 - A. The "Maximum Debt Mill Levy" of the district, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy a district is permitted to impose upon the taxable property within the district for payment of Debt and shall be 55 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 a 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 of directors 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.
 - B. 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 a district is permitted to impose upon the taxable property within the District for payment of administrative, operation and maintenance costs, and shall be 55 mills until such time that the district issues Debt. 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 of directors 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.

C. The "Maximum Aggregate Mill Levy" of the district, which shall be subject to a Mill Levy Adjustment, means the maximum aggregate mill levy a District is permitted to impose for Debt and operation and maintenance costs, combined, and shall be 70 mills.

D. For purposes hereof, the following terms shall have the following meanings:

I. Debt: means bonds, notes, debentures, certificates, contracts, capital leases or other multiple fiscal year obligations for the payment of which the districts has promised to impose an ad valorem property tax mill levy, collect fee revenue, and/or levy special assessments.

II. 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.

III. Mill Levy Adjustment: means, means if, on or after January 1, 2022, changes are made in the method of calculating assessed valuation or any constitutionally or statutorily mandated tax credit, cut or abatement, then the Maximum Debt Mill Levy, and the Maximum Aggregate Mill Levy may be increased or decreased to reflect such changes so that, to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after the date of approval of the service plan by the City, are neither diminished nor enhanced as a result of such changes. For

purposes of the foregoing, a change in residential rate as defined in Section 39-1-104.2, C.R.S., and any constitutional or legislative changes in the actual value against which the assessment rate is applied, shall be deemed to be a change in the method of calculating assessed valuation.

- d. A map of the district's boundaries and a map of any inclusion area boundaries, together with a legal description of all properties included therein, and a statement that the district's boundaries will not go beyond those set forth in the inclusion area boundaries.
- e. An itemization of any costs which are expected to be assumed by the City for construction of public improvements, if any.
- f. Written consent to formation from all owners of real property within the proposed district.
- g. A provision that the district shall not exercise any of the following powers without the prior approval of the City Council:
 - 1. The refunding of any of the district's outstanding bonds which would extend the maturity of the outstanding bonds or increase the total debt service thereon unless the End Users cast the majority of affirmative votes taken by the district's board of directors at a meeting authorizing such refunding; or
 - 2. The consolidation of the district with any other special district pursuant to Sections 32-1-601, et seq., C.R.S., other than the consolidation of the district with another special district organized with the district for the same development.
 - 3. The use of dominant eminent domain powers against the City to obtain any real property owned by the City.
- h. A provision that 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 special 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.
- i. A statement that the district will be subject to all of the City's zoning, subdivision, building code and other land use requirements, and a statement that the service plan and district's formation in no way affect the obligations of a developer or subdivider under this Code and other land use requirements, including the obligation to post security for the completion of subdivision improvements.

- j. Provisions to ensure that a copy of the agenda for every regular or special meeting of the special district will be delivered to the office of the City Clerk, by email, mail or by hand, to be received at least seventy-two hours prior to such meeting.
- k. A requirement that the district will file with the City annually, by October 1st of each year, an annual report setting forth the information outlined in Section 32-1-207(3)(c), C.R.S., for the prior calendar year.
- l. A statement that the district shall not apply for Great Outdoors Colorado grants, Colorado Trust Funds, Conservation Trust Funds or other state or federal grants without the prior consent of the City.
- m. A statement that 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.
- n. 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 radius of the district, which comparison shall also show the total overlapping mill levy for the special district and the comparison special districts.
- o. A requirement of written notice and disclosure to the initial and subsequent purchasers and users of the properties within the district regarding the existence of the special district, its operations and additional taxes, fees, rates, tolls, penalties, and charges or assessments which will be imposed in connection with the special district. A disclosure notice recorded on the property located within the special district prior to the sale of any property within the special district to a subsequent owner, including any inclusions subsequently approved by the district, will satisfy this requirement.
- p. A statement that 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.
- q. A form intergovernmental agreement with the City, which shall be executed by the special district board at its first meeting if the formation of the special district is authorized by the City Council and approved by voters. The form IGA shall be in the form required by the City.
- r. A form maintenance intergovernmental agreement requiring that the district provide snow-removal services within the district's boundaries on City-owned streets that are not arterial or collector roads and that the district operate and maintain City-owned parks and open spaces within the district boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, all as more particularly set forth

in a maintenance intergovernmental agreement with the City to be entered into immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. The form maintenance IGA shall be in the form required by the City.

- s. Any other provisions, statements, or information requested by the City in its sole discretion.

(2) Formal Submittal of Service Plan. The proposed service plan shall be submitted to the City in electronic format with one pdf that includes the service plan text and all exhibits, a redline version of the service plan text showing any and all modifications made to the model service plan, and a clean word version of the service plan text and any exhibits available in word format. The service plan shall be submitted to the City by no later than May 1 (for a November election cycle) and by no later than November 1 (for a May election cycle), unless otherwise agreed to by the City. No service plan will be scheduled for public hearing until a Preliminary Plat for the project is approved by the City unless otherwise agreed to by the City Administrator or their designee. Notwithstanding the foregoing, the City may elect to consider approval of the service plan at the same meeting at which a Preliminary Plat is to be considered by the City. Applicants may be required to provide final hard copies of the service plan to the City prior to the City's hearing on the service plan.

(d) Consideration of review.

- (1) Upon completion of City staff review of the proposed service plan, the proposal shall be set for consideration by the City Council pursuant to a schedule set by the City. The City staff shall present a report to the City Council evaluating the service plan and identifying any unresolved issues and issues of concern to City staff. Such report shall include recommendations made in accordance with the review criteria set forth in this Subsection. Such recommendations will be sufficient to allow the City Council to approve, conditionally approve, or disapprove the organization of the special district on a basis consistent with this Chapter.
- (2) The City Council shall disapprove the service plan unless evidence satisfactory to the City Council that each of the criteria set forth in Section 32-1-203(2), C.R.S. have been met.
- (3) In considering whether to approve a proposed special district, the City Council may also choose to apply the criteria set forth in Section 32-1-203(2.5), C.R.S.
- (4) If disapproval is not required by Subparagraph (2), above, it is entirely within the discretion of the City Council to approve, conditionally approve, or disapprove the creation of a special district within the City's boundaries. Any such decision by the City Council will be a legislative and not a quasi-judicial act, and no person shall have any right, by virtue of this Chapter or otherwise, to create a special district within the City's boundaries.

- (5) Exclusions. The City Council may exclude territory from a proposed special district prior to approval of the service plan submitted by the proposed special district. The proponents of the special district shall have the burden of proving that the exclusion of such property is not in the best interest of the special district. Any person owning property within the proposed boundaries of the proposed special district who requests his or her property to be excluded from the special district shall submit a written request for exclusion to the City Council at least ten (10) days prior to the City Council's hearing on the service plan in order to be considered. However, the City Council shall not be limited in its action with respect to exclusion of territory based only upon such request. Any request for exclusion shall be acted upon by the City Council prior to any final action on the service plan.

Sec. 19-6. - Notice of hearing

- (a) The City Administrator shall, within a reasonable time upon completion of staff review of the service plan, schedule a public hearing to consider the service plan at a regular City Council meeting. Notice of the service plan hearing shall be provided pursuant to and in accordance with Section 32-1-204, C.R.S., and shall be performed by the Proponent after review by the City Attorney and/or Special Counsel to the City.

Sec. 19-7. - Hearing

On the date and at the time and place specified in the notice of hearing, the City Council shall conduct an open public hearing for the purpose of considering the desirability of and the need for the creation of the special district. A record of the proceeding shall be made, and all interested parties, as that term is defined in Section 32-1-204(1), C.R.S., shall have an opportunity to be heard. The City Council may postpone or continue such hearing to a later time or date or relocate the hearing by announcing such postponement, continuance or relocation at the hearing or by posting notice at the originally scheduled time and place of the hearing, and no further publication or mailing of notice shall be necessary.

Sec. 19-8. - Determination; continuing jurisdiction

- (a) At the conclusion of the public hearing, the City Council shall adopt a resolution approving, conditionally approving, or disapproving the creation of the special district in accordance with the service plan. Such resolution shall be conclusive of the City Council's determination. No action or proceeding, at law or in equity, to review any acts or proceedings or to question the validity of the City Council's determination pursuant to this Chapter, whether based upon irregularities or jurisdictional defects, shall be maintained unless authorized by state law and commenced within thirty (30) days after the adoption of the City Council resolution. No remedy against the City is permitted with

respect to its action on a service plan other than remand from a court of competent jurisdiction as provided by state law.

- (b) After approval of any service plan, the City Council shall retain and may exercise in any manner deemed appropriate by the City Council all rights and remedies provided to it by the service plan, state law, this Chapter and other applicable laws and regulations, in relation to compliance with or enforcement or modification of a service plan, or relating to any other matter affecting the City's interests.
- (c) The City may impose fees or charges for the City's review and consideration of any material modification of the service plan, for City review and tracking of annual reports and other compliance matters, and for other matters deemed appropriate by the City. Such fees will be at the discretion of the City Administrator or their designee and will be subject to change.

Sec. 19-9. – Compliance; modification; enforcement

- (a) All documents submitted to the Weld County District Court by the proponents for the organization of a special district pursuant to Sections 32-1-301, et seq., C.R.S., shall conform to the approved service plan, and the failure of the proponents of the special district to conform such submittals to the City-approved service plan shall be deemed to nullify the City's approval of the service plan.
- (b) Material modifications of a service plan shall be processed as follows:
 - (1) After the organization of the special district and pursuant to the provisions of this Chapter, material modification of the service plan, as originally approved and amended, may be made pursuant to and in accordance with Section 32-1-207(2)(a), C.R.S. Such approval of modifications shall be required with regard to changes of a basic or essential nature, and, unless otherwise provided in the service plan, shall include but not be limited to:
 - a. Any issuance by the special district of financial obligations not expressly authorized by the service plan or under circumstances inconsistent with the special district's financial ability to discharge such obligations as shown in the service plan;
 - b. Any change in stated purposes of the special district;
 - c. Any change in debt limit, change in revenue type, or change in maximum mill levy;
 - d. Any change in the types of improvements from what is stated in the service plan;
 - e. Failure to comply with the requirements of the service plan concerning the dedication of improvements or the acquisition and conveyance of land or interests in land;
 - f. The occurrence of any event or condition which is defined under the service plan or intergovernmental agreement as necessitating a service plan amendment;

- g. The default by the special district under any intergovernmental agreement with the City;
 - h. Any of the events or conditions enumerated in Section 32-1-207(2), C.R.S.;
 - i. Any action or proposed action by the special district that would interfere with or delay the planned dissolution of the special district as provided in the service plan.
- (2) Unless otherwise agreed to by the City Administrator or their designee, any request for a material modification shall be in the form of an amended and restated service plan in compliance with this Chapter 19 and the City's model service plan. The request for modification shall include a submittal letter setting forth the following information:
- a. Any changes to the service plan since it was approved by the City Council, including assumptions or projects furnished in conjunction with the original petition;
 - b. A detailed explanation of the activity, events or conditions which resulted in the material modification to the service plan, including what action was taken or alternatives considered, if any, by the special district to avoid the action, event or condition;
 - c. The impact of the material modification on the special district's ability to develop the capital facilities and infrastructure necessary to meet its capital development plan;
 - d. The effect of the material modification on the special district's ability to retire as scheduled its outstanding financial obligations and its ability to issue and market additional indebtedness to finance additional capital expenditures;
 - e. An updated financial plan for the special district, reflecting development absorption rates anticipated within the special district's service area, projected annual revenues and expenditures based upon such projected absorption rates, debt issuance and amortization schedules and a projection of anticipated capital outlay;
 - f. The financial impact of the modification on existing residents of the special district;
 - g. Alternatives or opinions that would be available to the special district if the requests amendment was not approved by the City.
- (3) The amended and restated service plan shall be processed and reviewed in the same manner as prescribed by this Chapter for initial service plan review and all City costs shall be paid by the petitioner.
- (4) A resolution of approval shall not be required for changes of a technical nature necessary only for the execution of the original service plan. The City shall determine if a change is technical in nature.

- (c) Any material departure from the approved service plan, as properly modified or amended, except for technical changes as referred to in Paragraph (b)(4) of this Section, may be enjoined: by the Court upon its own motion, or by the City, by appropriate court action; or by any interested party by appropriate court action, as the term "interested party" is defined by Section 32-1-204(1), C.R.S. The City Council may pursue any or all of the following remedies in addition to court action:
 - (1) Withhold issuance of any permit, authorization, acceptance or other administrative approval necessary for the special district's development of public facilities or construction;
 - (2) Exercise any remedy under the terms of any intergovernmental agreement under which the special district is in default;
 - (3) Exercise any applicable remedy pursuant to Title 32 of the state statutes or other laws applicable to the special district's activities.
- (d) Notice and publication of special district activities that deviate from the service plan.
 - (1) Deviations from the service plan, as approved and as may be modified and/or amended, that do not constitute material departures as set forth in Subsection C, above, shall be processed in accordance with Section 32-1-207(3)(b), C.R.S.



Upcoming Events

August 6, 2024 National Night Out, Koshio Park, 1st St. & McKinley Ave.
5:00 p.m. – 8:00 p.m.

August 7, 2024 Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.