



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, November 19, 2024
6:00 PM
130 South McKinley Avenue

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

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. November 19, 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. AM 2024-187 Approve a Resolution Moving Paul Witmer from the Alternate Member seat to a Regular Member to the Planning Commission for a Three-Year Term to Expire March 5, 2027
- b. AM 2024-188 Accept the 2024 Workers' Compensation Quotation from Pinnacol Assurance in the Amount of \$250,021.00, Accept the Boiler and Machinery Quotation from Travelers in the Amount of \$6,754.00, Accept the Cyber Liability Quotation from Travelers in the Amount of \$19,308 for a Total of \$276,083.00
- c. AM 2024-189 Approving A Resolution for a Rate Increase for Green Fees at Coyote Creek Golf Course for 2025 Season Effective January 1, 2025

Action Memorandum

- a. Adopting a Resolution for the 2025 Budget and Financial Plan and Setting Appropriations for Various Funds for the Period Beginning January 1, 2025, and Ending December 31, 2025
- b. Approval of the Subdivision Improvements Agreement between the City of Fort Lupton and LGI HOMES – Colorado, LLC, for the Cottonwood Greens, Filings No. 5-7 SIA

Staff Reports

Mayor/Council Reports

Future City Events

- a. Upcoming Events

Upcoming Meetings November 26, 2024, Town Hall Meeting, 130 S. McKinley Ave. 6 p.m. December 3, 2024, City Council Meeting, 130 S. McKinley Ave. 6 p.m. December 10, 2024, Town Hall Meeting, 130 S. McKinley Ave. 6 p.m. December 17, 2024, City Council Meeting, 130 S. McKinley Ave. 6 p.m. December 31, 2024, Town Hall Meeting, 130 S. McKinley Ave. 6 p.m.

Adjourn



SUBJECT FOR DISCUSSION

Approve a Resolution Moving Paul Witmer from the Alternate Member seat to a Regular Member to the Planning Commission for a Three-Year Term to Expire March 5, 2027

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Paul Witmer is the current alternate member to the Planning Commission whose term expires on March 5, 2027. A regular member seat recently became vacant and Mr. Witmer has expressed an interest in filling this vacancy and continuing to serve on the Planning Commission. Section 2-182 of the Fort Lupton Municipal Code allows for up to seven members to the Planning Commission with one alternate to sit as a regular member should a regular member be absent. Mr. Witmer has regularly attended meetings and has acted as a regular member when other members have been absent.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- 1) Approve the proposed resolution
- 2) Deny the proposed resolution.

STAFF RECOMMENDATIONS

Staff recommends approval of Paul Witmer's move from Alternate Member to Regular Member.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING MOVING PAUL WITMER FROM THE ALTERNATE MEMBER SEAT TO A REGULAR MEMBER SEAT OF THE PLANNING COMMISSION FOR A THREE-YEAR TERM EXPIRING MARCH 5, 2027.

WHEREAS, Paul Witmer has served on the Planning Commission as an Alternate Member since March 5, 2024; and

WHEREAS, there is a vacancy for a Regular Member on the Planning Commission; and

WHEREAS, Paul Witmer has expressed interest in filling the Regular Member vacancy; and,

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoint Paul Witmer as a Regular Member for a three-year term expiring on March 5, 2027 to the Planning Commission.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 19TH DAY OF NOVEMBER 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve a Resolution to Opt out Uncompensated Elected and/or Appointed Officials from the Workers' Compensation Policy and Add Them and Other City Volunteers to the Volunteer Accident Medical Plan (VAMP) for the 2025 Policy Year for the Amount of \$334.80

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton's uncompensated officials and volunteers have not been included on the Workers' Compensation (WC) insurance policy for most years since 2001. The City's uncompensated officials are not required to be covered by Workers' Compensation (WC) insurance, if the required application is made with the state.

Generally, those individuals covered by WC are compensated employee and paid elected officials. CIRSA offers the Volunteer Accident Medical Plan (VAMP) policy as an optional coverage for volunteers who are not compensated for their time while serving on a City board or committee. This coverage also covers other volunteers with the City. The benefits covered are detailed on page 4 of the CIRSA letter.

Under the State of Colorado Workers' Compensation Statutes, if an Unpaid Board member incurred an injury, the City would be subjected to its \$500 per claim deductible, as well as the State's regulations for payment of any and all virtually "unlimited" payouts related to the claim for expenses accrued.

Any possible payouts, per claim, are limited under the VAMP policy verses having higher limitations under the WC policy. Also, under the WC policy, the City runs the risk of having premium increases for WC coverage, as those premiums are based on basic coverage plus the "risk" of the entity as a whole. If there were a WC claim which reached a high level of experience, it will affect the City's risk rating and will be reflected in the overall premium to be paid for WC coverage. By having the VAMP policy available for uncompensated officials, the City will minimize its WC risk possibility.

VAMP also provides some cover to the City should one of its volunteers be injured while volunteering for the City, though it does not prohibit a volunteer from pursuing action against the City.

FINANCIAL CONSIDERATIONS

The City of Fort Lupton expects to have a total 135 volunteers covered by the Volunteer Accident Medical Plan (VAMP) for a cost of \$334.80 for 2025. The cost is \$2.48 per volunteer and \$6.39 per Colorado Mounted Ranger. Workers Compensation and the Volunteer Accident Medical Plan premiums are included in the 2025 budget in the General Fund for all volunteers and uncompensated elected and/or appointed officials.

LEGAL/POLITICAL CONSIDERATIONS

Not applicable

ALTERNATIVES/OPTIONS

There is only one alternative, per State and Federal Law, which is to include the City of Fort Lupton's uncompensated elected and/or appointed officials in the City's Workers' Compensation Insurance Policy. There is no alternative coverage for volunteers.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

STAFF RECOMMENDATIONS

Approve the AM and Resolution to opt out uncompensated elected and/or appointed officials from the Workers' Compensation Policy and place them on the Volunteer Accident Medical Plan (VAMP) for the 2025 Policy year. This action will also cover other City volunteers.

Attachments: a. Resolution 2024-xxx
 b. Letter from CIRSA dated October 18, 2024

RESOLUTION NO. 2024-xxx

A RESOLUTION PROVIDING THAT CERTAIN ELECTED AND/OR APPOINTED OFFICIALS OF THE CITY OF FORT LUPTON SHALL BE DEEMED NOT TO BE “EMPLOYEES” WITHIN THE MEANING OF THE WORKERS’ COMPENSATION LAWS.

WHEREAS, C.R.S. Section 8-40-202(1)(a)(I)(B) permits the City of Fort Lupton to opt not to include certain officials under the City of Fort Lupton’s workers’ compensation coverage; and

WHEREAS, such officials must not receive any compensation for service rendered as such, other than reimbursement of actual expenses; and

WHEREAS, said option may be exercised as to any category or combination of categories of such officials; and

WHEREAS, said option may be exercised for any policy year by the City Council by the filing of a statement with the Division of Workers’ Compensation of the Colorado Department of Labor and Employment not less than 45 days before the start of the policy year for which the option is to be exercised;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Lupton:

Section 1. Effective with the policy year starting on January 1, 2025, the following categories of elected and/or appointed officials who receive no compensation for service rendered as such, other than reimbursement of actual expenses, shall be excluded from the definition of an “employee” for purposes of workers’ compensation coverage, and shall not be covered under the City of Fort Lupton’s workers’ compensation coverage:

- a. Board of Adjustment
- b. Cemetery Committee
- c. Parks & Recreation Committee
- d. Golf Committee
- e. Historic Preservation Board
- f. Library Board
- g. Planning Commission
- h. Public Safety Committee
- i. Senior Citizen Committee
- j. Special Projects Committee
- k. Fort Lupton Urban Renewal Authority
- l. Youth Advisory Committee

Section 2. The City of Fort Lupton’s City Clerk shall transmit a copy of the resolution to each official who is a member of the bodies identified in Section 1 above.

Section 3. The City of Fort Lupton shall transmit a copy of this resolution to Pinnacol Assurance and to the Division of Workers’ Compensation of the Colorado Department of Labor and Employment.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 19th DAY OF NOVEMBER 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Mari Pena, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

October 18, 2024

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

**SUBJECT: Volunteer Accident Medical Plan
2025 Program Plan Information and Data Collection Form**

Dear Leann:

Enclosed are the plan information and data collection form documents pertaining to the 2025 Volunteer Accident Medical Plan (VAMP). Coverage is placed through a master program specially designed and negotiated for CIRSA with Wellfleet Insurance Company.

The 2025 VAMP rates are \$2.48 per volunteer (including uncompensated elected/appointed officials, when not covered by workers' compensation) and \$6.39 per volunteer unsworn rangers and/or patrol (i.e. Colorado Mounted Rangers). Your final 2025 premium is subject to audit. The rates are effective from January 1, 2025 through December 31, 2025.

The Plan Information provides a general summary of the coverages. All coverages are governed by the terms, conditions, exclusions, and limitations stated in the applicable coverage documents. **The enclosed Plan Information summary should not be relied on as a substitute for review of those documents.** If the enclosed information is not adequate for you to make a decision about participating in the coverage for 2025, please do not hesitate to contact your underwriting representative.

YOUR RECORD KEEPING OBLIGATIONS:

Your entity must keep a record of the individuals to be covered by the VAMP policy. **VAMP coverage will apply only to those individuals for whom the records are kept and only for the location, tasks or duties as described in those records.**

Your entity is required to keep records showing the individual's name, their position or activity, approximate number of hours worked, dates of service, description of duties and their volunteer statue (i.e. volunteer or volunteer unsworn rangers and/or patrol). We cannot guarantee coverage if this information is not maintained.

Upon your acceptance of this coverage for 2025, we will forward a packet with a sample registration and roster form, with instructions, to you. The forms will be needed when completing the 2025 audit in January, 2026.



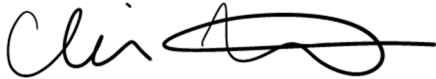
THE AGREEMENT:

Attached is a Data Collection Form for your entity's participation in the 2025 VAMP Program. You may purchase this coverage at any time during the year. **However, CIRSA must receive your acceptance letter at least five (5) working days prior to the effective date of coverage.** Your 2025 invoice will be based on the deposit information you provide.

This coverage is optional. Your entity is not required to purchase this coverage.

For coverage effective January 1, 2025, please return the Data Collection Form no later than Friday, November 22, 2024.

Sincerely,



Claire Montgomery
Underwriting Representative

Enclosures



BLANKET ACCIDENT INSURANCE DATA COLLECTION
VAMP POLICY NO. SPR0-50571-609
EFFECTIVE DATE: 1/1/2025

Entity: City of Fort Lupton Department/Program Name: _____

Jacqueline Chavez/ Safety & Risk Coordinator 720.466.6129 01.01.2025

Completed by/Title: _____ Phone Number: _____ Effective Date of Coverage: _____

Accident Medical Expense PRIMARY:

Maximum Benefit Amount (per Injury): \$50,000

Deductible Amount (per Injury): \$ 0

Benefit Period: 52 Weeks

Accidental Death Benefit: \$10,000

Accidental Dismemberment Benefit

Principal Sum: \$10,000

Aggregate Limit: \$250,000

Catastrophic Cash Benefit: \$25,000

Name of position or activity	Approximate number of hours per day or week per volunteer	Description of task or duties performed or assigned	Approximate number of volunteers per year

Deposit Premium Computations:

*Total number of volunteers: 130	Rate: \$2.48	Total: \$ 322.40
*Total number of uncompensated elected appointed officials: 0	Rate: \$2.48	Total: \$ 0.00
*Total number of volunteer unsworn rangers and/or patrol: 0	Rate: \$6.39	Total: \$ 0.00

****PLEASE SEE ENCLOSED PLAN INFORMATION FOR ELIGIBILITY REQUIREMENTS**

Total Premium: \$ 322.40

Deposit Premiums will be adjusted by year-end audit based on actual usage of the program.

☒ By submission of this application to CIRSA, the entity listed above hereby acknowledges and accepts the deposit premium and hereby requests the binding of this coverage with Wellfleet Insurance Company.

☐ The entity above rejects binding of this coverage for 2025.

Signature: _____ Date of Request: _____
 (Signature be that of Mayor, Manager or Clerk)

***If additional pages of the application are used, please remember to include the additional numbers of participants in the computations for the total premium.**

This is NOT a bill. An invoice will be sent January 1, 2025.

2025 VOLUNTEER ACCIDENT MEDICAL COVERAGE PLAN (Optional)

Coverage: This optional coverage provides medical and accidental death and dismemberment (AD&D) coverage for non-statutory volunteers and volunteer unsworn rangers and/or patrol (i.e. Colorado Mounted Rangers) who are not covered by the Colorado Workers' Compensation Act and who do not receive monetary remuneration. Coverage is offered to both Property/Casualty and Workers' Compensation Pool members.

Uncompensated elected and appointed officials may also be eligible for this coverage if the member has met the filing requirements of the Division of Workers' Compensation and is not providing Workers' Compensation coverage for them.

<u>Limits:</u>	Accidental Death Benefit Amount:	\$ 10,000
	Accidental Dismemberment Benefit, Maximum Amount:	\$ 10,000
	Accidental Medical Expense Benefit (Primary):	\$ 50,000
	Dental Maximum (Per Tooth Per Accident):	\$ 250
	Aggregate Limit Per Occurrence:	\$ 250,000
	Catastrophic Cash (lump sum), Maximum Benefit:	\$ 25,000

Deductible: This plan has no deductible.

Premium Billing: A deposit premium will be billed effective the date your entity begins coverage under the policy. The deposit premium will be adjusted at the year-end audit based on actual participation members. Mid-year billings will be done if there is an addition of 15 or more participants to the program. All other additions will be adjusted at the year-end audit.

Record Keeping: Your entity is required to maintain registration or roster forms listing covered individuals throughout the year. These forms are to be used to determine your year-end audit actual participation numbers and to certify an individual is an individual covered by this policy should a claim occur. Please make sure each volunteer is listed only once on the registration or roster forms. Each individual volunteer or volunteer unsworn rangers and/or patrol must be listed on either a registration or roster form for coverage to apply. Sample registration or roster forms will be provided to assist you in this process.



Claims: Wellfleet Insurance Company administers the claims. Claim forms will be provided. Injured persons should be directed to the physician of their choice. Attach bills for medical expenses being claimed to the completed claim form and send directly to:

Wellfleet Insurance Company
1500 Main Street, 10th Floor
PO Box 15369
Springfield, MA 01115

Fax: (413) 733-4612
Attention: Claims Department

Email: customerservice@wellfleetinsurance.com

If you have any questions regarding claims, please call Wellfleet at (800) 633-7867.

This information is provided only as a general summary of the coverages that apply or are available to CIRSA members. All coverages are governed by the terms, conditions, exclusions, and limits stated in the applicable coverage documents. **This summary should not be relied on as a substitute for review of those documents.**





SUBJECT FOR DISCUSSION

Approving A Resolution for a Rate Increase for Green Fees at Coyote Creek Golf Course for 2025 Season
Effective January 1, 2025

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Year over year rates need to be analyzed and adjusted to keep up with competition as well as meet revenue goals set by the budget.

Our last increase was in 2024 and was slight. The goal is minimal increases annually to avoid drastic measures in the future. The proposed increase for 2025 is \$2 for each weekday green fee and \$2 for weekend and holiday green fee. With an additional \$2 added to cart fees to accommodate the new cart fleet

FINANCIAL CONSIDERATIONS

The 2025 revenue budget was established using the requested rate increase.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Keep green and cart fees the same, knowing that more drastic fees will be necessary in the future.

STAFF RECOMMENDATIONS

Staff recommends approving a \$1 increase to all weekday green fees. A \$3 increase to weekend green fees. Allowing the golf course to use a range of fees enabling a dynamic pricing model to maximize revenue.

Attachments:

- a. Proposed Resolution
- b. Colorado Golf Association Rate Survey

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024xxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING AN INCREASE TO THE GREEN FEES AT COYOTE CREEK GOLF COURSE.

WHEREAS, the City has not adjusted the Green Fees at Coyote Creek Golf Course since January 1, 2025, and

WHEREAS, an increase is warranted to stay competitive with other courses.

WHEREAS, the increase is needed to offset several expenses and meet 2025 revenue numbers established in the budget; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves the proposed fee schedule as shown in Exhibit 'A' effective January 1, 2025.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 19th DAY OF NOVEMBER 2024.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Exhibit A
Effective January 1, 2025

2025 Rates		
Offseason		
	Rack Rate	Dynamic Range
Mon-Fri 18	32.00	25-39
Mon-Fri 9	22.00	15-29
Senior Mon-Fri 18	30.00	23-37
Senior on-Fri 9	21.00	14-28
Junior 18	17.00	
Junior 9	12.00	
Weekend 18	42.00	35-50
Weekend 9	24.00	17-32
Peak Season	Peak Season	
Mon-Fri 18	36.00	29-43
Mon-Fri 9	26.00	19-33
Senior Mon-Fri 18	30.00	27-41
Senior on-Fri 9	23.00	18-32
Junior 18	17.00	
Junior 9	12.00	
Weekend 18	50.00	42-62
Weekend 9	31.00	23-38

		City	Type	Holes	RESIDENT		NON-RESIDENT		SENIOR	JUNIOR	AVERAGE
					Weekday	Weekend	Weekday	Weekend	Weekday	Weekend	
North Region	Boomerang Links	Greeley	M	18	\$ 41.00	\$ 41.00	\$ 41.00	\$ 41.00	\$ 37.00	\$ 20.00	\$ 41.00
	City Park Nine GC	Ft. Collins	M	9	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 21.00	\$ 17.00	\$ 24.00
	Collindale GC	Ft. Collins	M	18	\$ 44.00	\$ 47.00	\$ 44.00	\$ 47.00	\$ 38.00	\$ 31.00	\$ 45.50
	Colorado National GC	Erie	DF	18	\$ 49.00	\$ 120.00	\$ 49.00	\$ 120.00	\$ 49.00	\$ 35.00	\$ 84.50
	Highland Hills GC	Greeley	M	18	\$ 41.00	\$ 41.00	\$ 41.00	\$ 41.00	\$ 37.00	\$ 20.00	\$ 41.00
	Indian Peaks GC	Lafayette	M	18	\$ 59.00	\$ 79.00	\$ 59.00	\$ 79.00	\$ 49.00	\$ 34.00	\$ 69.00
	Mariana Butte GC	Loveland	M	18	\$ 50.00	\$ 54.00	\$ 50.00	\$ 54.00	\$ 50.00	\$ 25.00	\$ 52.00
	Olde Course at Loveland	Loveland	M	18	\$ 40.00	\$ 44.00	\$ 40.00	\$ 44.00	\$ 40.00	\$ 20.00	\$ 42.00
	Pelican Lakes G&CC	Windsor	Semi	27	\$ 100.00	\$ 125.00	\$ 100.00	\$ 125.00	10% off	\$ 50.00	\$ 112.50
	RainDance National Resort and Golf	Windsor	DF	18	\$ 150.00	\$ 170.00	\$ 150.00	\$ 170.00	\$ 150.00	\$ 100.00	\$ 160.00
	Quail Dunes GC	Ft. Morgan	DF	18	\$ 25.00	\$ 25.00	\$ 30.00	\$ 30.00	\$ 25.00	n/a	\$ 27.50
	Saddleback GC*	Firestone	DF	18	\$ 56.00	\$ 80.00	\$ 56.00	\$ 80.00	10% off	Pay Age	\$ 68.00
	Southridge GC	Ft. Collins	M	18	\$ 44.00	\$ 47.00	\$ 44.00	\$ 47.00	\$ 38.00	\$ 31.00	\$ 45.50
	Sunset GC (9)	Longmont	M	9	\$ 31.00	\$ 32.00	\$ 31.00	\$ 32.00	\$ 22.00	\$ 18.00	\$ 31.50
Co. Spgs.	Cherokee Ridge GC	Co Springs	M	9	\$ 42.00	\$ 48.00	\$ 42.00	\$ 48.00	\$ 42.00	\$ 48.00	\$ 45.00
	Bear Dance, The GC at	Larkspur	DF	18	\$ 99.00	\$ 185.00	\$ 99.00	\$ 185.00	Tuesday	n/a	\$ 142.00
	King's Deer GC	Co Springs	DF	18	\$ 80.00	\$ 90.00	\$ 85.00	\$ 95.00	\$5 off	n/a	\$ 87.50
	Patty Jewett GC	Co Springs	M	27	\$ 44.00	\$ 51.00	\$ 44.00	\$ 51.00	\$ 44.00	\$ 20.00	\$ 47.50
	Valley Hi GC	Peterson AFB	M	18	\$ 40.00	\$ 42.00	\$ 40.00	\$ 42.00	\$ 40.00	\$ 20.00	\$ 41.00
South	Desert Hawk at Pueblo West	Pueblo	M	18	\$ 36.00	\$ 38.00	\$ 36.00	\$ 38.00	n/a	\$ 18.00	\$ 37.00
	Elmwood GC	Pueblo	M	27	\$ 29.00	\$ 31.00	\$ 29.00	\$ 31.00	\$ 25.00	\$ 12.00	\$ 29.80
	Hollydot GC	Colorado City	M	18	\$ 25.00	\$ 30.00	\$ 25.00	\$ 30.00	n/a	\$ 15.00	\$ 27.50
	Walking Stick GC	Pueblo	M	18	\$ 38.00	\$ 40.00	\$ 38.00	\$ 40.00	\$ 31.00	n/a	\$ 39.00
West	Lincoln Park GC	Grand Junction	M	9	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	n/a	\$ 7.00	\$ 22.00
	Redlands Mesa, GC at	Grand Junction	DF	18	30% off	30% off	\$ 111.00	\$ 139.00	n/a	n/a	\$ 125.00
	Tiara Rado GC	Grand Junction	M	18	\$ 42.00	\$ 46.00	\$ 58.00	\$ 58.00	n/a	\$ 12.00	\$ 51.00
Metro Denver Regulation 18	Applewood GC	Golden	DF	18	\$ 36.00	\$ 45.00	\$ 36.00	\$ 45.00	\$ 30.00	\$ 14.00	\$ 40.50
	Arrowhead GC	Littleton	DF	18	\$ 180.00	\$ 200.00	\$ 180.00	\$ 200.00	\$ 130.00	\$ 100.00	\$ 190.00
	Aurora Hills GC	Aurora	M	18	\$ 38.00	\$ 44.00	\$ 38.00	\$ 44.00	\$ 33.00	\$ 27.00	\$ 41.00
	Broadlands GC	Broomfield	DF	18	\$ 54.00	\$ 68.00	\$ 59.00	\$ 73.00	\$ 45.00	\$ 25.00	\$ 60.33
	Broken Tee at Englewood	Englewood	M	27	\$ 40.00	\$ 49.00	\$ 40.00	\$ 49.00	\$ 32.00	\$ 20.00	\$ 44.50
	Buffalo Run GC	Commerce City	M	18	\$ 32.00	\$ 37.00	\$ 40.00	\$ 44.00	\$ 27.00	\$ 13.00	\$ 38.25
	City Park GC	Denver	M	18	\$ 40.00	\$ 56.00	\$ 40.00	\$ 56.00	\$ 30.00	\$ 17.00	\$ 48.00
	Coal Creek GC	Louisville	M	18	\$ 52.00	\$ 63.00	\$ 54.00	\$ 65.00	\$ 43.00	n/a	\$ 58.50
	CommonGround GC	Aurora	DF	18	\$ 57.00	\$ 62.00	\$ 80.00	\$ 80.00	\$ 48.00	\$ 20.00	\$ 69.75
	Coyote Creek GC	Ft Lupton	M	18	\$ 34.00	\$ 48.00	\$ 34.00	\$ 48.00	\$ 28.00	\$ 17.00	\$ 41.00
	Eagle Trace GC	Broomfield	DF	18	\$ 37.00	\$ 47.00	\$ 37.00	\$ 47.00	\$ 42.00	\$ 25.00	\$ 42.00
	Flatirons GC	Boulder	M	18	\$ 49.00	\$ 48.00	\$ 43.00	\$ 48.00	\$ 37.00	\$ 43.00	\$ 47.00
	Foothills GC (36)	Denver	M	36	\$ 45.00	\$ 55.00	\$ 45.00	\$ 55.00	\$ 34.00	\$ 17.00	\$ 50.00
	Fossil Trace GC	Golden	M	18	\$ 90.00	\$ 100.00	\$ 100.00	\$ 110.00	\$ 77.00	\$ 51.00	\$ 100.00
	Fox Hollow GC (27)	Lakewood	M	27	\$ 58.00	\$ 67.00	\$ 65.00	\$ 75.00	\$ 43.00	\$ 25.00	\$ 66.25
	Green Valley Ranch GC	Denver	DF	27	\$ 58.00	\$ 93.00	\$ 68.00	\$ 93.00	\$ 58.00	\$ 41.00	\$ 78.00
	Heather Ridge, The GC at	Aurora	DF	18	\$ 37.00	\$ 50.00	\$ 37.00	\$ 50.00	\$ 33.00	\$ 23.00	\$ 43.50
	Heritage Eagle Bend GC	Aurora	Semi	18	\$ 50.00	\$ 56.00	\$ 97.00	\$ 107.00	n/a	\$ 60.00	\$ 77.50
	Todd Creek GC	Thornton	DF	18	10% off	10% off	\$ 70.00	\$ 105.00	n/a	\$ 30.00	\$ 87.50
	University OF Denver Golf Club	Highlands Ranch	Semi	18	\$ 77.00	\$ 89.00	\$ 84.00	\$ 96.00	n/a	\$ 48.00	\$ 86.50
	Hyland Hills, The Courses at (27)	Westminster	M	27	\$ 47.00	\$ 52.00	\$ 47.00	\$ 52.00	\$ 36.00	\$ 20.00	\$ 49.50
	Indian Tree GC	Arvada	M	18	\$ 47.00	\$ 47.00	\$ 56.00	\$ 56.00	\$ 45.00	\$ 25.00	\$ 51.50
	Kennedy GC (27)	Denver	M	27	\$ 40.00	\$ 56.00	\$ 40.00	\$ 56.00	\$ 30.00	\$ 17.00	\$ 48.00
	Lake Arbor GC	Arvada	M	18	\$ 32.00	\$ 44.00	\$ 32.00	\$ 44.00	\$ 30.00	\$ 12.00	\$ 38.00
	Legacy Ridge GC	Westminster	M	18	\$ 52.00	\$ 65.00	\$ 52.00	\$ 65.00	\$ 42.00	\$ 19.00	\$ 58.50
	Lone Tree GC	Littleton	M	18	\$ 56.00	\$ 59.00	\$ 70.00	\$ 75.00	\$ 42.00	\$ 30.00	\$ 65.00
	Meadow Hills GC	Aurora	M	18	\$ 45.00	\$ 52.00	\$ 45.00	\$ 52.00	\$ 36.00	\$ 34.00	\$ 48.50
	Meadows GC, The	Littleton	M	18	\$ 44.00	\$ 54.00	\$ 47.00	\$ 57.00	\$ 36.00	\$ 18.00	\$ 50.50
	Murphy Creek GC	Aurora	M	18	\$ 50.00	\$ 60.00	\$ 50.00	\$ 60.00	\$ 42.00	\$ 33.00	\$ 55.00
	Overland GC	Denver	M	18	\$ 40.00	\$ 56.00	\$ 40.00	\$ 56.00	\$ 30.00	\$ 17.00	\$ 48.00
	Plum Creek	Castle Rock	DF	18	\$ 50.00	\$ 99.00	\$ 50.00	\$ 120.00	20% off	n/a	\$ 79.75
	Raccoon Creek GC	Littleton	DF	18	\$ 60.00	\$ 70.00	\$ 60.00	\$ 70.00	\$ 45.00	\$ 38.00	\$ 65.00
	Red Hawk Ridge GC	Castle Rock	M	18	\$ 80.00	\$ 93.00	\$ 90.00	\$ 103.00	\$ 93.00	\$ 41.00	\$ 91.50
	Ridge at Castle Pines North, The	Castle Rock	DF	18	n/a	n/a	\$ 129.00	\$ 189.00	n/a	n/a	\$ 159.00
	Saddle Rock GC	Aurora	M	18	\$ 52.00	\$ 73.00	\$ 52.00	\$ 73.00	\$ 43.00	\$ 35.00	\$ 62.50
	South Suburban GC	Centennial	M	27	\$ 42.00	\$ 46.00	\$ 53.00	\$ 55.00	\$ 29.00	\$ 26.00	\$ 49.00
	Spring Valley GC	Elizabeth	DF	18	\$ 56.00	\$ 66.00	\$ 56.00	\$ 66.00	10% off	\$ 40.00	\$ 61.00
	Walnut Creek GP (H. at Westmoor)	Westminster	M	18	\$ 52.00	\$ 65.00	\$ 52.00	\$ 65.00	\$ 42.00	\$ 19.00	\$ 58.50
	Wellshire GC	Denver	M	18	\$ 40.00	\$ 56.00	\$ 40.00	\$ 56.00	\$ 30.00	\$ 17.00	\$ 48.00
	West Woods GC (27)	Arvada	M	27	\$ 52.00	\$ 63.00	\$ 52.00	\$ 63.00	\$ 38.00	\$ 23.00	\$ 57.50
	Willis Case GC	Denver	M	18	\$ 40.00	\$ 56.00	\$ 49.00	\$ 56.00	\$ 30.00	\$ 17.00	\$ 48.20
Metro	Evergreen GC	Evergreen	M	18	\$ 40.00	\$ 56.00	\$ 40.00	\$ 56.00	\$ 30.00	\$ 17.00	\$ 48.00
	Links GC, The	Highlands Ranch	DF	18	\$ 37.00	\$ 43.00	\$ 39.00	\$ 45.00	\$ 38.00	\$ 38.00	\$ 41.00
	Littleton Golf & Tennis	Littleton	M	18	\$ 34.00	\$ 38.00	\$ 39.00	\$ 43.00	\$ 29.00	\$ 25.00	\$ 38.50
	Springhill GC	Aurora	M	18	\$ 33.00	\$ 38.00	\$ 33.00	\$ 38.00	\$ 28.00	\$ 24.00	\$ 35.50
	Homestead GC, The	Lakewood	M	18	\$ 47.00	\$ 53.00	\$ 51.00	\$ 57.00	\$ 36.00	\$ 22.00	\$ 52.00
Metro Exec 9	Foothills GC (36)	Denver	M	9	\$ 17.00	\$ 19.00	\$ 17.00	\$ 19.00	\$ 15.00	\$ 17.00	\$ 18.00
	Heather Gardens GC	Aurora	DF	9	\$ 11.00	\$ 11.00	\$ 18.00	\$ 23.00	\$ 15.00	\$ 10.00	\$ 15.75
	S. Suburban Family Sports Center	Centennial	DF	9	\$ 20.00	\$ 22.00	\$ 21.00	\$ 23.00	\$ 16.00	\$ 15.00	\$ 21.50
Front Range Par 3 Courses	Broken Tee at Englewood	Englewood	M	9	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 11.00	\$ 8.00	\$ 15.00
	Cattail Creek GC	Loveland	M	9	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 11.00	\$ 10.00	\$ 14.00
	Cherokee Ridge GC	Co. Springs	M	9	\$ 10.00	\$ 12.50	\$ 10.00	\$ 12.50	\$ 10.00	\$ 9.00	\$ 11.25
	CommonGround GC	Aurora	M	9	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	free	\$ 10.00
	Elmwood GC	Pueblo	M	9	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 12.00	\$ 18.00
	Emerald Greens GC	Denver	DF	9	\$ 10.00	\$ 10.00	\$ 15.00	\$ 15.00	n/a	\$ 10.00	\$ 12.50
	Foothills GC	Denver	M	9	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00
	Green Valley Ranch GC	Denver	DF	9	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 10.00	\$ 15.00
	Harvard Gulch GC	Denver	M	9	\$ 14.00	\$ 15.00	\$ 14.00	\$ 15.00	\$ 10.00	\$ 7.00	\$ 14.50
	Hyland Hills, The Course at	Westminster	M	9	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 10.00	\$ 6.00	\$ 12.00
	Indian Tree GC	Arvada	M	9	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 10.00	\$ 15.00
	Kennedy GC	Denver	M	9	\$ 14.00	\$ 15.00	\$ 14.00	\$ 15.00	\$ 10.00	\$ 7.00	\$ 14.50
	South Suburban GC	Centennial	M	9	\$ 12.00	\$ 14.00	\$ 15.00	\$ 17.00	\$ 11.00	\$ 6.00	\$ 14.50

Notes: n/a = numbers were not provided. Green Fees in grey were not submitted, obtained through the Internet.

*Dynamic prices above TOP prices



SUBJECT FOR DISCUSSION

Adopting a Resolution for the 2025 Budget and Financial Plan and Setting Appropriations for Various Funds for the Period Beginning January 1, 2025, and Ending December 31, 2025

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City is required to adopt a budget setting legal appropriations for the following year. The budget establishes legal appropriation for each fund and spending agency and authorizes procurement of goods, services and equipment.

FINANCIAL CONSIDERATIONS

The City Council met on October 19th to review and amend the 2025 budget requested by various funds and departments of the City. The budget listed in the "Attachments" below reflects those changes.

LEGAL/POLITICAL CONSIDERATIONS

Pursuant to Colorado Revised Statutes Title 29, Article 1, "Local Government Budget Law of Colorado", all statutory towns and cities are required to adopt an annual budget by the end of the year (C.R.S. 29-1-103). If it fails to adopt a budget by the first day of the new fiscal year then ninety of the amount appropriated in the current fiscal year for operations and maintenance expenses shall be deemed re-appropriated for the budget year (C.R.S. 29-1-108(4)).

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the resolution adopting the 2025 Budget and Financial Plan

Attachments: a. Proposed Resolution
 b. 2025 Budget

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024RXXX

A RESOLUTION OF THE CITY COUNCIL ADOPTING THE 2025 BUDGET AND FINANCIAL PLAN AND SETTING APPROPRIATIONS FOR THE VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNTS SPECIFIED, FOR THE CITY OF FORT LUPTON, COLORADO, FOR AND DURING THE PERIOD BEGINNING THE FIRST DAY OF JANUARY 2025 AND ENDING THE THIRTY-FIRST DAY OF DECEMBER 2025.

WHEREAS, in accordance with Colorado Revised Statutes Title 29, the City Council has been presented with a complete Budget and Financial plan of all City funds and activities which covers all proposed expenditures of the City for the fiscal year beginning January 1, 2025, and ending December 31, 2025; and

WHEREAS, said budget shows as definitely as possible each of the various projects and programs for which appropriations are made in the budget, and the estimated amount of money carried in the budget for each such project or program; and

WHEREAS, said budget serves a valid public purpose in that it establishes a financial plan for the 2025 fiscal year, which provides for economic development efforts, social services needs and provide for recreational and culture activities for the benefit of the entire community; and

WHEREAS, said budget has been filed with the City Clerk and available for public inspection; and

WHEREAS, the City of Fort Lupton's 2025 Financial Plan has established and public hearings and meetings have been held after duly published public notices.

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

Section 1

REVENUE: That the following sources are available for appropriation in the stated amounts:

General Fund	\$ 19,982,557
Contingency Fund	70,000
Street Sales Tax Fund	1,680,472
Library	2,631,720
Culture, Parks & Recreation Sales Tax Fund	2,038,672
Conservation Trust Fund	104,000
Cemetery and Perpetual Care Fund	525,850
Water Sales Tax Fund	3,172,382
Recreation Center Fund	2,477,455
Utility Enterprise Fund – Water	22,342,782
Utility Enterprise Fund – Waste Water	25,436,510

Storm Drainage Enterprise Fund	270,000
Golf Course Enterprise Fund	2,368,954
TOTAL FUNDS AVAILABLE FOR APPROPRIATION	<u>\$83,101,354</u>

Section 2

APPROPRIATION: That out of current and probable sources of the City of Fort Lupton, Colorado, for and during the year beginning the first day of January, 2025, there is hereby appropriated the following sums of money or that portion necessary for the purposes herein named:

General Fund	\$ 36,423,770
Contingency Fund	2,178,966
Street Sales Tax Fund	3,070,000
Library	3,528,369
Culture, Parks & Recreation Sales Tax Fund	1,587,566
Conservation Trust Fund	250,000
Cemetery and Perpetual Care Fund	552,200
Water Sales Tax Fund	2,586,042
Recreation Center Fund	3,003,997
Utility Enterprise Fund - Water	25,655,096
Utility Enterprise Fund – Waste Water	22,391,709
Storm Drainage Enterprise Fund	1,247,000
Golf Course Enterprise Fund	2,674,805
TOTAL FUNDS AVAILABLE FOR APPROPRIATION	<u>\$105,149,520</u>

Section 3

That the Budget appropriation herein summarized above does reflect uses exceeding sources by \$22,048,166; contained in 1) General Fund, 2) Contingency Fund, 3) Street Sales Tax Fund, 4) Storm Drainage Fund, 5) Library Fund, 6) Recreation Center Fund, 7) Utility Enterprise Fund-Water, 8) Golf Course Enterprise Fund, 9) Cemetery Perpetual Care Fund, 10) Conservation Trust Fund. The variance is funded through use of Reserves in each fund listed.

Section 4

That the budget herein summarized above, by Fund, for the year 2025, and the Six Year Capital Improvements Program, as herein submitted for the years 2025-2030, be approved and adopted as the budget of the City of Fort Lupton, Colorado subject to adjustment of the property tax revenue based upon receipt of the final (December) certification of valuation from the county assessor.

Section 5

No expenditure of the funds of the City shall hereafter be made except in strict compliance with said budget, except that in the case of grave public necessity, emergency expenditures to meet unusual and unforeseen conditions, which could not, by reasonable, diligent thought and attention, have been included in the original budget, may from time to time be authorized by the City Council as amendments to the original budget through a Supplemental Appropriation.

Section 6

The Budget herein approved and adopted shall be signed by the Mayor and attested to by the City Clerk and made a part of the public records of the City.

Section 7

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

APPROVED AND PASSED BY THE FORT LUPTON CITY COUNCIL THIS 19th DAY OF NOVEMBER 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved to Form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approval of the Subdivision Improvements Agreement between the City of Fort Lupton and LGI HOMES – Colorado, LLC, for the Cottonwood Greens, Filings No. 5-7 SIA

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This Subdivision Improvement Agreement was drafted for the Cottonwood Greens, Filings No. 5-7, Case No. PPL2022-0002 & Plan No. FPL2022-002 (the "Plat"), approved by City Council on July 5, 2022 by Resolution No. 2022R044, which is located south west of the CR 31 and 14th Street. intersection.

Improvements are for the construction of water, nonpotable water and sanitary sewer main extensions, roadway construction, landscape and storm drainage system improvements. Approximate cost of this agreement for construction is \$7,152,666.00.

Resolution No. 2022R044, approved by Council on July 5, 2022 requires the applicant to enter into a Subdivision Improvements Agreement.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the Subdivision Improvement Agreement
- B. Reject agreement.
- C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving the Subdivision Improvement Agreement

- Attachments:**
- a. Subdivision Improvement Agreement.
 - b. Resolution 2024RXXX

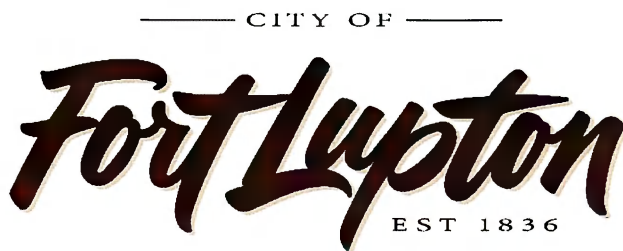
Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works

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

SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
COTTONWOOD GREENS
Filing 5-7

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **CITY OF FORT LUPTON**, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **LGI Homes -- Colorado, LLC**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, LGI Homes -- Colorado, LLC or its predecessor in title submitted a Planned Unit Development for the Subdivision (as defined below) entitled "Cottonwood Greens Final P.U.D., Case No. LUP2022-0008; PPL2022-0002" (the "PUD"), which PUD depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the PUD, which is the "Subject Property"; and

WHEREAS, the PUD was approved by the City of Fort Lupton City Council on July 5, 2022 by Resolution No. 2022R044 with condition of approval I.C. requiring a Subdivision Improvements Agreement; and

WHEREAS, the Developer has submitted Subdivision Plats for the Development entitled Cottonwood Greens Subdivision Filing No. 5 - 10 as approved by the City of Fort Lupton City Council on May 19, 2020 by Resolution No. 2022R044, and this Agreement is applicable to Filings 5, 6, and 7 (each a "Filing" and collectively, the "Subdivision"); and

WHEREAS, the Developer desires to submit subsequent Subdivision Plats (i.e., Filings 8, 9, and 10) for the Development (the "Additional Filings") subject to the terms, conditions, and agreements of the PUD; and

WHEREAS, the Developer is required to construct certain public improvements (the "Improvements") as a condition of PUD and subdivision approval for the Development; and

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

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

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

1.0 GENERAL CONDITIONS

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

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

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with the plans and specifications approved in writing by the City and referenced on **Exhibit "A"** attached hereto and fully incorporated herein by this reference (collectively, the "Construction Drawings"), in conformance with all applicable codes and ordinances as adopted by the City as of the date of submittal of such plans and specifications to the City, and in full conformity with the City's construction specifications applicable as of such date.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

1.5 Construction Acceptance and Warranty; Stormwater Impact Fee. No later than ten (10) days after the Improvements are completed, Developer shall request and the City shall provide inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed, weather permitting. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance") within ten (10) days of the Developer's submission of "as-built" drawings, which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days from the date of City inspection. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request a re-inspection of such work within ten (10) days to determine if Construction Acceptance can be granted. The City shall provide either Construction Acceptance or written notice of additional repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days of the re-inspection date. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

Regional stormwater fees payable to the City in connection with the Subdivision and any and all Additional Filings within the PUD, shall be in the aggregate total amount of \$ [\$549,591.60] (collectively, the "Regional Stormwater Fees"). The Regional Stormwater Fees shall be prorated

based on the contributed flows from the Subdivision with such pro rata amount payable upon request by the City of which $\frac{1}{2}$ shall be paid at the time of plat recordation, and $\frac{1}{2}$ paid no later than 1 year following the plat recordation. The City acknowledges that (a) the oversizing of the 14th Street drainage line improvements and (b) the expansion of the detention pond in Tract C of Filing 5, as required by the City in connection with development of the Subdivision, will serve and benefit properties outside the Subdivision (such work, collectively, the "Regional Contribution Stormwater Improvements"). Developer shall receive a credit, in the total amount of the actual costs incurred by Developer (as demonstrated by contractor invoices/receipts) to cause the Regional Contribution Stormwater Improvements to be constructed, toward the Regional Stormwater Fees. The credit shall be applied first toward all Regional Stormwater Fees payable with respect to lots within the Subdivision and the remainder of the credit, if any, applied to Regional Stormwater Fees applicable to the Additional Filings within the PUD. As of the date of this Agreement such credit is estimated to be in the total amount of \$272,849.00. After applying the credit to the Regional Stormwater fees payable to the City is calculated as **\$276,742.60** (collectively, the "Regional Stormwater Fees").

1.6 Final Acceptance. At least thirty (30) days before two (2) years have elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance. Upon Final Acceptance of the drainage and other improvements required hereunder to be constructed on Tract C in Filing 5, the City shall accept maintenance responsibilities of the Stormwater Detention Basin to top of bank of said basin.

1.7 Testing and Inspection.

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

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

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

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

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

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

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

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-Way, Easements and Permits. Before the City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, all rights-of-way and easements depicted on the Plat, as required by the City for the construction of the Improvements. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by deed, easement, license, agreement in form and substance acceptable to the City Administrator or the Administrator's designee. All title documents shall be recorded at the Developer's expense.

3.0 INFRASTRUCTURE IMPROVEMENTS

3.1 Public Improvements

The Developer agrees to construct phased public improvements (the "Improvements"), within the Subdivision, depicted on **Exhibit "A"** attached hereto and fully incorporated herein by this reference. The Developer shall be responsible for providing the City with a Security Bond, Letter of Credit, or cash deposit with the City (the "Security") guaranteeing installation of the Improvements that are not completed prior to issuance of the first building permit for each Filing.

The amount shall be one hundred twenty-five percent (125%) of the applicable phased estimated cost of the required Improvements per approved Construction Drawings. The City may accept portions of the Improvements, reducing the Security for each portion completed and accepted by the City, to no less than twenty-five percent (25%) of the actual or estimated construction costs, whichever is greater, for each completed system. Each Improvement phase shall define a system, i.e. roadways system, sewer system, water system. The remaining twenty-five percent (25%) for each system shall be retained to secure the Developer's warranty during the designated warranty period. A warranty period of two (2) years shall apply to all public improvements. The City shall release or return the Security to the Developer within Thirty (30) days of receipt of the Conditional Acceptance as provided in paragraph 1.5 herein, less the twenty-five percent (25%) of construction costs to be retained during the warranty period. Upon Final Acceptance of the Improvements as provided in paragraph 1.6 herein, the twenty-five percent (25%) Security retained during the warranty period shall be released or returned to the Developer within Thirty (30) days of issuance of the Final Acceptance.

3.2 Non-Potable Water Public Improvements

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

3.3 Offsite Infrastructure Improvements

The Developer agrees to provide construction of certain improvements located outside of the Subdivision (the "Offsite Improvements") depicted on **Exhibit "A"** attached hereto and fully incorporated herein by this reference. Certificate of Occupancy for lots within a Filing shall not be issued until offsite improvements required with respect to such Filings, as set forth herein, are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of recording. Surety in the amount of 25% shall be provided, at the time of recording, for improvements that have received construction acceptance under the terms of this agreement. The Offsite Improvements shall be constructed so as to coincide with installation of the onsite infrastructure improvements for the Subdivision. The Offsite Improvements is a complete list of Offsite Improvements. The Offsite Improvements required for each Filing are summarized as follows:

- Filing 5 - Storm sewer outfalls
- Filing 6 - 10-foot wide sidewalk and along frontage of CR 31 Improvements
- Filing 7 - 14th Street Improvements

3.4 LANDSCAPE, PARK AND TRAIL IMPROVEMENTS

The Developer agrees to construct certain Landscape, Park and Trail improvements located within the Subdivision (the "Landscape, Park and Trail Improvements") per the approved P.U.D. referenced as **Exhibit "A"** attached hereto and fully incorporated herein by this reference, as part of the Improvements. No more than thirty (30) building permits for lots within any phase of development shall be issued until the Landscape, Park and Trail improvements for that phase of development are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Landscape, Park and Trail Improvements as shown on **Exhibit "A"** for improvements that do not have construction acceptance at the time of application for the thirty-first (31st) building permit. It is understood by the City that Developer may, at its sole discretion, choose to provide Landscape, Park and Trail Improvements beyond those committed to in this Agreement and depicted on **Exhibit "A"**. City agrees that should Developer choose to provide additional improvements, said improvements shall be reviewed and approved by City staff and not subject to further approval by City Plan Commission or City Council.

4.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans and specifications. All streets within the Subdivision shall be constructed to City Standards and Specifications per the approved Construction Plans and in conformance with the approved site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. Detention pond improvements will be required to be constructed along with all other Improvements and in conformance with the approved drainage study for the Project.

5.0 OTHER REQUIREMENTS

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

5.2 Erosion Control and Sedimentation Plan. Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Additionally, each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

5.3 Colorado Big Thompson (CBT) Water Shares or Equivalent. Developer agrees to dedicate to the City the appropriate water required by the applicable City Codes and regulations and deliverable to the City Water Treatment Plant within 180 days from final plat approval. The City has verified that the property is included within the Northern Colorado Water Conservancy District and Municipal Sub-District. The Developer may, at its discretion, elect to pay cash-in-lieu to the City to satisfy the CBT water dedication requirement. Said cash-in-lieu

payments will be made on a per-lot basis within 180 days of Final Plat recordation. Dedicated CBT water shares shall remain attached to platted lots.

5.4 Equivalent Shares. The City herein agrees that the Developer may satisfy the CBT Water Shares or equivalent requirement of Paragraph 6.3 by bringing CBT shares (1 share for 4 units) or purchasing equivalents via cash-in-lieu at 2 units per 1 CBT share a cost of 50% of current market price per platted lot, in accordance with Resolution No. 2022R010. The current market price per CBT water share is \$70,000. Under the condition that Developer constructs a non-potable water system pursuant to paragraph 3.2 of this Agreement. This cash-in-lieu price shall apply to all phases / filings within the subdivision so long as recordation of said Filings occurs prior to November 01, 2024. The term of expiry for purchase of the Equivalent Shares Offer per this Paragraph shall be November 01, 2026. Any remaining lots to be platted at the expiration of the term shall be subject to the requirements of Paragraph 5.3 for satisfaction of CBT water dedication requirements at then current share price.

6.0 MISCELLANEOUS TERMS

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

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

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

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

6.5 Notices. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621

DEVELOPER: LGI Homes -- Colorado, LLC
Attention: Aaron Loeck
1450 Lake Robbins Drive, Suite 430
Spring TX 77380

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

6.6 No Waiver of Governmental Immunity. The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

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

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

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

6.10 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

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

CITY OF FORT LUPTON, a Colorado municipal corporation

By: _____
Zo Hubbard
Mayor

STATE OF COLORADO)
)
COUNTY OF WELD) SS.

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2024, by Zo Hubbard
as Mayor of the City of Fort Lupton, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

LGI Homes -- Colorado, LLC , a Colorado Limited Liability Company

By: Ryan B. Cohn
Ryan Cohn, Officer;

STATE OF COLORADO)
)
) SS.
CITY AND COUNTY OF DENVER)

SUBSCRIBED AND SWORN to before me this 8 day of Novemeber 2024, by
Ryan Cohen, Officer, LGI Homes -- Colorado, LLC.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: 04/01/2028

Lammy West

Notarized online using audio-video communication

Notary Public

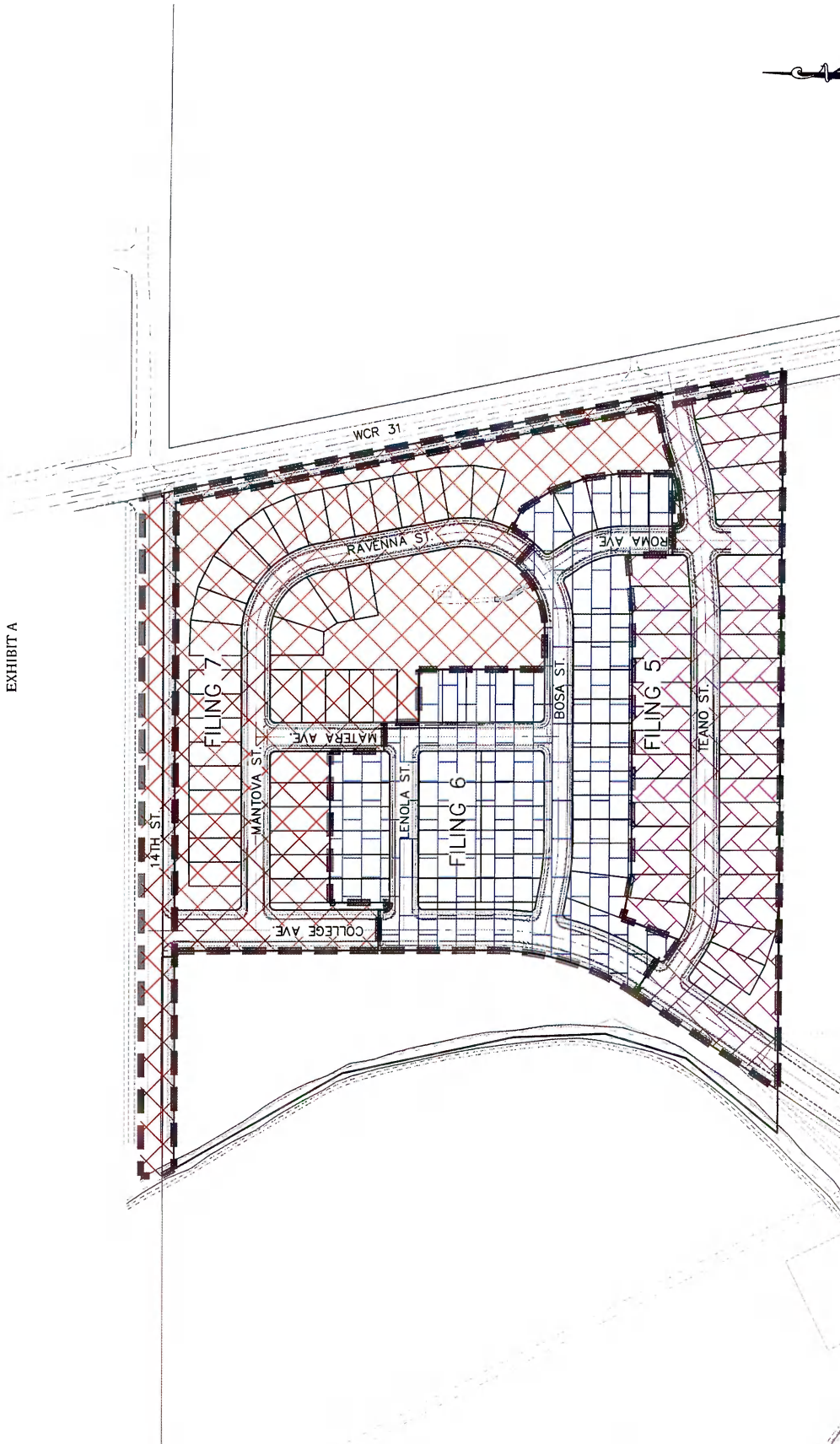
Tammy West
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204012281
MY COMMISSION EXPIRES APRIL 01, 2028

COTTONWOOD GREENS

FILING 5 THROUGH FILING 7 SIA EXHIBIT

SHEET 01 OF 01

EXHIBIT A



PROJECT NO. 2100208
DATE: 07/17/21



14500 W. 14th St., Suite 100
Tucson, AZ 85747-1000
Phone: 602.442.7100
Email: info@atwell-green.com



EXHIBIT A



Cottonwood Greens Filing 5-7 Total (incl. Offsite Roads)
Engineer's Opinion of Probable Cost
On Site & Off Site Improvements

Prepared By: Atwell, LLC

Prepared For: LGI Homes - Colorado, LLC

Date: July 16, 2024

	Infrastructure Improvements
Filing No. 5	\$ 1,856,929
Filing No. 6	\$ 2,540,128
Filing No. 7	\$ 1,976,877
14th Street & WCR 31	\$ 767,922
Total	\$ 7,152,666

EXHIBIT A



Cottonwood Greens Filing No. 5
Engineer's Opinion of Probable Cost
On Site Improvements

Prepared By: Atwell, LLC

Prepared For: LGI Homes - Colorado, LLC
Date: July 16, 2024

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
<u>STREET IMPROVEMENTS</u>					
Mountable Curb and Gutter	3,031	LF	\$ 34.00	\$	103,054
Sidewalks	2,349	SY	\$ 45.00	\$	105,725
Full Depth Asphalt (assume 7" full depth)	6,810	SY	\$ 60.00	\$	408,600
Earthwork	19,200	CY	\$ 3.00	\$	57,600
Mobilization	1	LS	\$ 25,000.00	\$	25,000
Clear & Grub	9	AC	\$ 2,500.00	\$	22,500
Traffic Control	1	LS	\$ 10,000.00	\$	10,000
Potholing	1	LS	\$ 10,000.00	\$	10,000
Concrete Cross Pan (8' wide)	0	EA	\$ 8,300.00	\$	-
Handicap Pedestrian Ramp	12	EA	\$ 2,600.00	\$	31,200
Street Sign	5	EA	\$ 600.00	\$	3,000
			Subtotal	\$	776,679
<u>SANITARY SEWER</u>					
Connect to Existing	1	EA	\$ 3,500.00	\$	3,500
8" PVC	1,090	LF	\$ 82.00	\$	89,380
12" PVC	730	LF	\$ 90.00	\$	65,700
4" Sanitary Sewer Manhole	11	EA	\$ 7,800.00	\$	85,800
4" Sewer Service	36	EA	\$ 2,150.00	\$	77,400
			Subtotal	\$	321,780
<u>WATER</u>					
Connect to Existing	2	EA	\$ 4,000.00	\$	8,000
8" PVC Waterline	1,350	LF	\$ 73.00	\$	98,550 Price includes fittings
12" PVC Waterline	305	LF	\$ 124.00	\$	37,820 Price includes fittings
6" Gate Valve w/box	5	EA	\$ 200.00	\$	1,000
8" Gate Valve w/box	8	EA	\$ 2,800.00	\$	22,400
12" Gate Valve w/box	2	EA	\$ 4,800.00	\$	9,600
Hydrant Assembly and Pipe	5	EA	\$ 11,000.00	\$	55,000
3/4" Meter and Service	36	EA	\$ 3,400.00	\$	122,400
8" Plug w/ 2" B.O.	1	EA	\$ 3,200.00	\$	3,200
12" Plug w/2" B.O.	-	EA	\$ 3,500.00	\$	-
A.R. Vac	-	EA	\$ 15,000.00	\$	-
			Subtotal	\$	357,970
<u>STORM DRAINAGE</u>					
5' Type R Inlet	4	EA	\$ 9,200.00	\$	36,800
10' Type R Inlet	-	EA	\$ 12,800.00	\$	-
Type D Inlet	-	EA	\$ 10,000.00	\$	-
Type C Inlet	-	EA	\$ 5,000.00	\$	-
Area Inlet	-	EA	\$ 500.00	\$	-
4' Manhole	-	EA	\$ 5,800.00	\$	-
5' Manhole	2	EA	\$ 8,200.00	\$	16,400
6' Manhole	1	EA	\$ 10,300.00	\$	10,300
24" FES	-	EA	\$ 3,800.00	\$	-
30" FES	-	EA	\$ 4,200.00	\$	-
36" FES	-	EA	\$ 4,800.00	\$	-
12" PVC	-	LF	\$ 110.00	\$	-
18" RCP	450	LF	\$ 93.00	\$	41,850
24" RCP	147	LF	\$ 130.00	\$	19,110
30" RCP	-	LF	\$ 155.00	\$	-
Remove 24" RCP & Replace with 30" RCP	-	LF	\$ 175.00	\$	-
36" RCP	-	LF	\$ 212.00	\$	-
18" Plug	-	EA	\$ 2,000.00	\$	-
			Subtotal	\$	124,460
<u>NONPOTABLE WATER SYSTEM</u>					
Meter and Services	36	EA	\$ 3,400.00	\$	122,400
8" in-line Master Meter & Vault	1	EA	\$ 20,000.00	\$	20,000 For inline Master Meter, College Ave.
8" Plug w/ Blowoff Valve	-	EA	\$ 8,000.00	\$	-
6" Plug w/ Blowoff Valve	1	EA	\$ 6,000.00	\$	6,000
4" Plug w/ Blowoff Valve	-	EA	\$ 8,000.00	\$	-
4" Gate Valve w/box	2	EA	\$ 1,800.00	\$	3,600
6" Gate Valve w/box	3	EA	\$ 2,200.00	\$	6,600
8" Gate Valve w/box	1	EA	\$ 3,000.00	\$	3,000
4" IRR	-	LF	\$ 60.00	\$	- Price includes fittings
6" IRR	1,330	LF	\$ 68.00	\$	90,440 Price includes fittings
8" IRR	300	LF	\$ 80.00	\$	24,000 Price includes fittings
A.R. Vac	-	EA	\$ 12,000.00	\$	-
			Subtotal	\$	276,040
Infrastructure Improvements Total				\$	1,856,929

EXHIBIT A



Cottonwood Greens Filing No. 6
Engineer's Opinion of Probable Cost
On Site Improvements

Prepared By: Atwell, LLC

Prepared For: LGI Homes - Colorado, LLC
Date: July 16, 2024

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
<u>STREET IMPROVEMENTS</u>					
Mountable Curb and Gutter	4,411	LF	\$ 34.00	\$	149,974
Sidewalks	3,135	SY	\$ 45.00	\$	141,075
Full Depth Asphalt (assume 7" full depth)	8,944	SY	\$ 60.00	\$	536,627
Earthwork	35,200	CY	\$ 3.00	\$	105,600
Mobilization	1	LS	\$ 25,000.00	\$	25,000
Clear & Grub	10	AC	\$ 2,500.00	\$	25,000
Traffic Control	1	LS	\$ 10,000.00	\$	10,000
Potholing	1	LS	\$ 10,000.00	\$	10,000
Concrete Cross Pan (8' wide)	2	EA	\$ 8,300.00	\$	16,600
Handicap Pedestrian Ramp	18	EA	\$ 2,600.00	\$	46,800
Street Sign	9	EA	\$ 600.00	\$	5,400
			Subtotal	\$	1,072,076
<u>SANITARY SEWER</u>					
Connect to Existing	-	EA	\$ 3,500.00	\$	-
8" PVC	1,730	LF	\$ 82.00	\$	141,860
12" PVC	1,330	LF	\$ 90.00	\$	119,700
4" Sanitary Sewer Manhole	12	EA	\$ 7,800.00	\$	93,600
4" Sewer Service	40	EA	\$ 2,150.00	\$	86,000
			Subtotal	\$	441,160
<u>WATER</u>					
Connect to Existing	2	EA	\$ 4,000.00	\$	8,000
8" PVC Waterline	2,450	LF	\$ 73.00	\$	178,850
12" PVC Waterline	580	LF	\$ 124.00	\$	71,920
6" Gate Valve w/box	5	EA	\$ 200.00	\$	1,000
8" Gate Valve w/box	9	EA	\$ 2,800.00	\$	25,200
12" Gate Valve w/box	2	EA	\$ 4,800.00	\$	9,600
Hydrant Assembly and Pipe	5	EA	\$ 11,000.00	\$	55,000
3/4" Meter and Service	40	EA	\$ 3,400.00	\$	136,000
8" Plug w/ 2" B.O.	-	EA	\$ 3,200.00	\$	-
12" Plug w/2" B.O.	-	EA	\$ 3,500.00	\$	-
A.R. Vac	-	EA	\$ 15,000.00	\$	-
			Subtotal	\$	485,570
<u>STORM DRAINAGE</u>					
5' Type R Inlet	8	EA	\$ 9,200.00	\$	73,600
10' Type R Inlet	1	EA	\$ 12,800.00	\$	12,800
Type D Inlet	-	EA	\$ 10,000.00	\$	-
Type C Inlet	-	EA	\$ 5,000.00	\$	-
Area Inlet	-	EA	\$ 500.00	\$	-
4' Manhole	-	EA	\$ 5,800.00	\$	-
5' Manhole	3	EA	\$ 8,200.00	\$	24,600
6' Manhole	1	EA	\$ 10,300.00	\$	10,300
24" FES	-	EA	\$ 3,800.00	\$	-
30" FES	-	EA	\$ 4,200.00	\$	-
36" FES	-	EA	\$ 4,800.00	\$	-
12" PVC	-	LF	\$ 110.00	\$	-
18" RCP	912	LF	\$ 93.00	\$	84,816
24" RCP	57	LF	\$ 130.00	\$	7,410
30" RCP	-	LF	\$ 155.00	\$	-
Remove 24" RCP & Replace with 30" RCP	-	LF	\$ 175.00	\$	-
36" RCP	58	LF	\$ 212.00	\$	12,296
18" Plug	-	EA	\$ 2,000.00	\$	-
			Subtotal	\$	225,822
<u>NONPOTABLE WATER SYSTEM</u>					
Meter and Services	40	EA	\$ 3,400.00	\$	136,000
8" in-line Master Meter & Vault	-	EA	\$ 20,000.00	\$	-
8" Plug w/ Blowoff Valve	-	EA	\$ 8,000.00	\$	-
6" Plug w/ Blowoff Valve	-	EA	\$ 6,000.00	\$	-
4" Plug w/ Blowoff Valve	-	EA	\$ 8,000.00	\$	-
4" Gate Valve w/box	8	EA	\$ 1,800.00	\$	14,400
6" Gate Valve w/box	-	EA	\$ 2,200.00	\$	-
8" Gate Valve w/box	2	EA	\$ 3,000.00	\$	6,000
4" IRR	1,885	LF	\$ 60.00	\$	113,100
6" IRR	-	LF	\$ 68.00	\$	-
8" IRR	575	LF	\$ 80.00	\$	46,000
A.R. Vac	-	EA	\$ 12,000.00	\$	-
			Subtotal	\$	315,500
Infrastructure Improvements Total				\$	2,540,128

EXHIBIT A



Cottonwood Greens Filing No. 7
Engineer's Opinion of Probable Cost
On Site Improvements

Prepared By: Atwell, LLC

Prepared For: LGI Homes - Colorado, LLC
Date: July 16, 2024

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
<u>STREET IMPROVEMENTS</u>					
Mountable Curb and Gutter	3,805	LF	\$ 34.00	\$	129,370
Sidewalks	2,570	SY	\$ 45.00	\$	115,650
Full Depth Asphalt (assume 7" full depth)	7,610	SY	\$ 60.00	\$	456,600
Earthwork	32,700	CY	\$ 3.00	\$	98,100
Mobilization	1	LS	\$ 25,000.00	\$	25,000
Clear & Grub	16	AC	\$ 2,500.00	\$	40,000
Traffic Control	1	LS	\$ 10,000.00	\$	10,000
Potholing	1	LS	\$ 10,000.00	\$	10,000
Concrete Cross Pan (8' wide)	1	EA	\$ 8,300.00	\$	8,300
Handicap Pedestrian Ramp	6	EA	\$ 2,600.00	\$	15,600
Street Sign	4	EA	\$ 600.00	\$	2,400
			Subtotal	\$	911,020
<u>SANITARY SEWER</u>					
Connect to Existing	-	EA	\$ 3,500.00	\$	-
8" PVC	1,415	LF	\$ 82.00	\$	116,030
12" PVC	-	LF	\$ 90.00	\$	-
4" Sanitary Sewer Manhole	9	EA	\$ 7,800.00	\$	70,200
4" Sewer Service	38	EA	\$ 2,150.00	\$	81,700
			Subtotal	\$	267,930
<u>WATER</u>					
Connect to Existing	-	EA	\$ 4,000.00	\$	-
8" PVC Waterline	1,580	LF	\$ 73.00	\$	115,340 Price includes fittings
12" PVC Waterline	490	LF	\$ 124.00	\$	60,760 Price includes fittings
6" Gate Valve w/box	3	EA	\$ 200.00	\$	600
8" Gate Valve w/box	4	EA	\$ 2,800.00	\$	11,200
12" Gate Valve w/box	3	EA	\$ 4,800.00	\$	14,400
Hydrant Assembly and Pipe	3	EA	\$ 11,000.00	\$	33,000
3/4" Meter and Service	38	EA	\$ 3,400.00	\$	129,200
8" Plug w/ 2" B.O.	-	EA	\$ 3,200.00	\$	-
12" Plug w/2" B.O.	-	EA	\$ 3,500.00	\$	-
A.R. Vac	1	EA	\$ 15,000.00	\$	15,000
			Subtotal	\$	379,500
<u>STORM DRAINAGE</u>					
5' Type R Inlet	4	EA	\$ 9,200.00	\$	36,800
10' Type R Inlet	2	EA	\$ 12,800.00	\$	25,600
Type D Inlet	-	EA	\$ 10,000.00	\$	-
Type C Inlet	-	EA	\$ 5,000.00	\$	-
Area Inlet	-	EA	\$ 500.00	\$	-
4' Manhole	-	EA	\$ 5,800.00	\$	-
5' Manhole	3	EA	\$ 8,200.00	\$	24,600
6' Manhole	-	EA	\$ 10,300.00	\$	-
24" FES	-	EA	\$ 3,800.00	\$	-
30" FES	-	EA	\$ 4,200.00	\$	-
36" FES	-	EA	\$ 4,800.00	\$	-
12" PVC	-	LF	\$ 110.00	\$	-
18" RCP	114	LF	\$ 93.00	\$	10,602
24" RCP	240	LF	\$ 130.00	\$	31,200
30" RCP	5	LF	\$ 155.00	\$	775
Remove 24" RCP & Replace with 30" RCP	130	LF	\$ 175.00	\$	22,750 For storm upsizing at NE corner of Pond 4 related to Fil 7 construction and storm sewer changes
36" RCP	-	LF	\$ 212.00	\$	-
18" Plug	-	EA	\$ 2,000.00	\$	-
			Subtotal	\$	152,327
<u>NONPOTABLE WATER SYSTEM</u>					
Meter and Services	38	EA	\$ 3,400.00	\$	129,200
8" in-line Master Meter & Vault	-	EA	\$ 20,000.00	\$	-
8" Plug w/ Blowoff Valve	-	EA	\$ 8,000.00	\$	-
6" Plug w/ Blowoff Valve	-	EA	\$ 6,000.00	\$	-
4" Plug w/ Blowoff Valve	-	EA	\$ 8,000.00	\$	-
4" Gate Valve w/box	4	EA	\$ 1,800.00	\$	7,200
6" Gate Valve w/box	-	EA	\$ 2,200.00	\$	-
8" Gate Valve w/box	1	EA	\$ 3,000.00	\$	3,000
4" IRR	1,565	LF	\$ 60.00	\$	93,900 Price includes fittings
6" IRR	-	LF	\$ 68.00	\$	- Price includes fittings
8" IRR	260	LF	\$ 80.00	\$	20,800 Price includes fittings
A.R. Vac	1	EA	\$ 12,000.00	\$	12,000
			Subtotal	\$	266,100
Infrastructure Improvements Total				\$	1,976,877

EXHIBIT A



Cottonwood Greens 14th Street & WCR 31

Engineer's Opinion of Probable Cost**Off Site Improvements**

Prepared By: Atwell, LLC

Prepared For: LGI Homes - Colorado, LLC

Date: July 16, 2024

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
<u>STREET IMPROVEMENTS</u>					
Mountable Curb and Gutter	1,310	LF	\$ 34.00	\$	44,540
Sidewalks	2,640	SY	\$ 45.00	\$	118,800
Full Depth Asphalt (assume 10" full depth)	4,150	SY	\$ 60.00	\$	249,000
Earthwork	9,255	CY	\$ 3.00	\$	27,765
Mobilization	-	LS	\$ 25,000.00	\$	-
Clear & Grub	-	AC	\$ 2,500.00	\$	-
Traffic Control	1	LS	\$ 10,000.00	\$	10,000
Potholing	-	LS	\$ 10,000.00	\$	-
Concrete Cross Pan (8' wide)	1	EA	\$ 8,300.00	\$	8,300
Handicap Pedestrian Ramp	6	EA	\$ 2,600.00	\$	15,600
Street Sign	0	EA	\$ 600.00	\$	-
			Subtotal	\$	474,005
<u>SANITARY SEWER</u>					
Connect to Existing	-	EA	\$ 3,500.00	\$	-
8" PVC	-	LF	\$ 82.00	\$	-
12" PVC	-	LF	\$ 90.00	\$	-
4" Sanitary Sewer Manhole	-	EA	\$ 7,800.00	\$	-
4" Sewer Service	-	EA	\$ 2,150.00	\$	-
			Subtotal	\$	-
<u>WATER</u>					
Connect to Existing	-	EA	\$ 4,000.00	\$	-
8" PVC Waterline	-	LF	\$ 73.00	\$	- Price includes fittings
12" PVC Waterline	-	LF	\$ 124.00	\$	- Price includes fittings
6" Gate Valve w/box	-	EA	\$ 200.00	\$	-
8" Gate Valve w/box	-	EA	\$ 2,800.00	\$	-
12" Gate Valve w/box	-	EA	\$ 4,800.00	\$	-
Hydrant Assembly and Pipe	-	EA	\$ 11,000.00	\$	-
3/4" Meter and Service	-	EA	\$ 3,400.00	\$	-
8" Plug w/ 2" B.O.	-	EA	\$ 3,200.00	\$	-
12" Plug w/2" B.O.	-	EA	\$ 3,500.00	\$	-
A.R. Vac	-	EA	\$ 15,000.00	\$	-
			Subtotal	\$	-
<u>STORM DRAINAGE</u>					
5' Type R Inlet	-	EA	\$ 9,200.00	\$	-
10' Type R Inlet	1	EA	\$ 12,800.00	\$	12,800
Type D Inlet	3	EA	\$ 10,000.00	\$	30,000
Type C Inlet	-	EA	\$ 5,000.00	\$	-
Area Inlet	-	EA	\$ 500.00	\$	-
4' Manhole	-	EA	\$ 5,800.00	\$	-
5' Manhole	2	EA	\$ 8,200.00	\$	16,400
6' Manhole	2	EA	\$ 10,300.00	\$	20,600
18" FES	2	EA	\$ 3,800.00	\$	7,600
24" FES	-	EA	\$ 4,200.00	\$	-
36" FES	1	EA	\$ 4,800.00	\$	4,800
12" PVC	-	LF	\$ 110.00	\$	-
18" RCP	2,169	LF	\$ 93.00	\$	201,717 Incl 14th St Outfall for Onsite Development Only.
24" RCP	-	LF	\$ 130.00	\$	-
30" RCP	-	LF	\$ 155.00	\$	-
Remove 24" RCP & Replace with 30" RCP	-	LF	\$ 175.00	\$	-
36" RCP	-	LF	\$ 212.00	\$	-
18" Plug	-	EA	\$ 2,000.00	\$	-
			Subtotal	\$	293,917
<u>NONPOTABLE WATER SYSTEM</u>					
Meter and Services	-	EA	\$ 3,400.00	\$	-
8" in-line Master Meter & Vault	-	EA	\$ 20,000.00	\$	-
8" Plug w/ Blowoff Valve	-	EA	\$ 8,000.00	\$	-
6" Plug w/ Blowoff Valve	-	EA	\$ 6,000.00	\$	-
4" Plug w/ Blowoff Valve	-	EA	\$ 8,000.00	\$	-
4" Gate Valve w/box	-	EA	\$ 1,800.00	\$	-
6" Gate Valve w/box	-	EA	\$ 2,200.00	\$	-
8" Gate Valve w/box	-	EA	\$ 3,000.00	\$	-
4" IRR	-	LF	\$ 60.00	\$	- Price includes fittings
6" IRR	-	LF	\$ 68.00	\$	- Price includes fittings
8" IRR	-	LF	\$ 80.00	\$	- Price includes fittings
A.R. Vac	-	EA	\$ 12,000.00	\$	-
			Subtotal	\$	-
Infrastructure Improvements Total				\$	767,922

EXHIBIT A



Cottonwood Greens Filing 5-7 Total (incl. Offsite Roads)

Engineer's Opinion of Probable Cost
On Site & Off Site Improvements

Prepared By: Atwell, LLC

Prepared For: LGI Homes - Colorado, LLC
Date: July 16, 2024

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
<u>STREET IMPROVEMENTS</u>					
Mountable Curb and Gutter	12,557	LF	\$ 34.00	\$ 426,938	
Sidewalks	10,694	SY	\$ 45.00	\$ 481,250	
Full Depth Asphalt (assume 7" full depth)	27,514	SY	\$ 60.00	\$ 1,650,827	
Earthwork	96,355	CY	\$ 3.00	\$ 289,065	
Mobilization	3	LS	\$ 25,000.00	\$ 75,000	
Clear & Grub	35	AC	\$ 2,500.00	\$ 87,500	
Traffic Control	4	LS	\$ 10,000.00	\$ 40,000	
Potholing	3	LS	\$ 10,000.00	\$ 30,000	
Concrete Cross Pan (8' wide)	4	EA	\$ 8,300.00	\$ 33,200	
Handicap Pedestrian Ramp	42	EA	\$ 2,600.00	\$ 109,200	
Street Sign	18	EA	\$ 600.00	\$ 10,800	
			Subtotal	\$ 3,233,780	
<u>SANITARY SEWER</u>					
Connect to Existing	1	EA	\$ 3,500.00	\$ 3,500	
8" PVC	4,235	LF	\$ 82.00	\$ 347,270	
12" PVC	2,060	LF	\$ 90.00	\$ 185,400	
4" Sanitary Sewer Manhole	32	EA	\$ 7,800.00	\$ 249,600	
4" Sewer Service	114	EA	\$ 2,150.00	\$ 245,100	
			Subtotal	\$ 1,030,870	
<u>WATER</u>					
Connect to Existing	4	EA	\$ 4,000.00	\$ 16,000	
8" PVC Waterline	5,380	LF	\$ 73.00	\$ 392,740	Price includes fittings
12" PVC Waterline	1,375	LF	\$ 124.00	\$ 170,500	Price includes fittings
6" Gate Valve w/box	13	EA	\$ 200.00	\$ 2,600	
8" Gate Valve w/box	21	EA	\$ 2,800.00	\$ 58,800	
12" Gate Valve w/box	7	EA	\$ 4,800.00	\$ 33,600	
Hydrant Assembly and Pipe	13	EA	\$ 11,000.00	\$ 143,000	
3/4" Meter and Service	114	EA	\$ 3,400.00	\$ 387,600	
8" Plug w/ 2" B.O.	1	EA	\$ 3,200.00	\$ 3,200	
12" Plug w/2" B.O.	-	EA	\$ 3,500.00	\$ -	
A.R. Vac	1	EA	\$ 15,000.00	\$ 15,000	
			Subtotal	\$ 1,223,040	
<u>STORM DRAINAGE</u>					
5' Type R Inlet	16	EA	\$ 9,200.00	\$ 147,200	
10' Type R Inlet	4	EA	\$ 12,800.00	\$ 51,200	
Type D Inlet	3	EA	\$ 10,000.00	\$ 30,000	
Type C Inlet	-	EA	\$ 5,000.00	\$ -	
Area Inlet	-	EA	\$ 500.00	\$ -	
4' Manhole	-	EA	\$ 5,800.00	\$ -	
5' Manhole	10	EA	\$ 8,200.00	\$ 82,000	
6' Manhole	4	EA	\$ 10,300.00	\$ 41,200	
24" FES	2	EA	\$ 3,800.00	\$ 7,600	
30" FES	-	EA	\$ 4,200.00	\$ -	
36" FES	1	EA	\$ 4,800.00	\$ 4,800	
12" PVC	-	LF	\$ 110.00	\$ -	
18" RCP	3,645	LF	\$ 93.00	\$ 338,985	
24" RCP	444	LF	\$ 130.00	\$ 57,720	
30" RCP	5	LF	\$ -	\$ 775	
Remove 24" RCP & Replace with 30" RCP	130	LF	\$ 155.00	\$ 20,150	For storm upsizing at NE corner of Pond 4 related to Fil 7 construction and storm sewer changes
36" RCP	58	LF	\$ 212.00	\$ 12,296	
18" Plug	-	EA	\$ 2,000.00	\$ -	
			Subtotal	\$ 801,336	
<u>NONPOTABLE WATER SYSTEM</u>					
Meter and Services	114	EA	\$ 3,400.00	\$ 387,600	
8" in-line Master Meter & Vault	1	EA	\$ 20,000.00	\$ 20,000	For inline Master Meter. College Ave.
8" Plug w/ Blowoff Valve	-	EA	\$ 8,000.00	\$ -	
6" Plug w/ Blowoff Valve	2	EA	\$ 6,000.00	\$ 12,000	
4" Plug w/ Blowoff Valve	-	EA	\$ 8,000.00	\$ -	
4" Gate Valve w/box	14	EA	\$ 1,800.00	\$ 25,200	
6" Gate Valve w/box	3	EA	\$ 2,200.00	\$ 6,600	
8" Gate Valve w/box	4	EA	\$ 3,000.00	\$ 12,000	
4" IRR	3,450	LF	\$ 60.00	\$ 207,000	Price includes fittings
6" IRR	1,330	LF	\$ 68.00	\$ 90,440	Price includes fittings
8" IRR	1,135	LF	\$ 80.00	\$ 90,800	Price includes fittings
A.R. Vac	1	EA	\$ 12,000.00	\$ 12,000	
			Subtotal	\$ 863,640	
Infrastructure Improvements Total				\$ 7,152,666	

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE LGI HOMES COLORADO, LLC SUBDIVISION IMPROVEMENT AGREEMENT OF THE COTTONWOOD GREENS PUD FILINGS NO. 5-7, LOCATED IN FORT LUPTON, WELD COUNTY, COLORADO.

WHEREAS, the City Council Resolution No. 2022R044 approved the Cottonwood Greens PUD Filing No. 5-10 with conditions July 5, 2022; and

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

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

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

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 19th DAY OF NOVEMBER 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Pena, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Upcoming Events

December 7, 2024 Cookies & Cocoa with Santa – Library, 370 S. Rollie Ave.