



**CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, April 21, 2026
6:00 PM
130 South McKinley Avenue**

Chris Ceretto, Mayor
Valerie Blackston, Ward 1
Bruce Davis, Ward 2
Michael Sanchez, Ward 3
David Crespin, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

Call to Order

Pledge of Allegiance

Roll Call

Proclamation

- a. 2026 Mental Health Proclamation

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 Ceretto

Approval of Agenda

Review of Accounts Payables

- a. April 21, 2026 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. April 7, 2026 City Council Meeting Minutes
- b. AM 2026-065 Approving Payment for Victim Advocacy Services through the City of Brighton in the Amount of \$49,007.91 for the 2026 Calendar Year, Allocated from the Police Department Contractual Services Fund
- c. AM 2026-066 Approving a Resolution Ratifying the Mayor’s Appointment of Nick Balsley to the Golf Advisory Committee for a Term Beginning April 21, 2026 and Ending December 31, 2027
- d. AM 2026-069 Amending the Legal Description of Exhibit A to Ordinance 2025-1193 of an Annexation Known as the L.G. Everist NW Annexation Nos. 1-2
- e. AM 2026-070 Amending the Legal Description of Exhibit A to Ordinance 2025-1194 Known as the L.G. Everist NW Initial Zoning, to the ‘A’ Agriculture Zone District
- f. AM 2026-071 Authorize the Notice to Proceed for Lift Station Improvements, Project Cost Estimate is \$108,969.00 Allocated from the Utility Fund Sewer Treatment Department

Action Memorandum

- a. AM 2026-067 Presenting an Ordinance for the Regulation of Traffic for the City of Fort Lupton; Adopting by Reference the 2024 Edition of the “Model Traffic Code” Repealing all Ordinances in Conflict Therewith and Setting the Public Hearing for May 19, 2026
- b. AM 2026-068 Approving a Resolution for the Second Amendment to the Existing L.G. Everist Annexation Agreement

Staff Reports

Mayor/Council Reports

Future City Events

- a. April 23, 2026 - Spring Clean-Up for Seniors and Disabled Citizens
April 25, 2026 - Spring Clean-Up Day, 800 12th Street, 8:00 a.m. - 12:00 p.m.
April 23-25, 2026 - Great Fields of Honor, Pearson Park, 12285 State Hwy 52, Fort Lupton, CO 80621
April 27, 2026 - Shredding Day, 130 S. McKinley Avenue, 8:00 a.m. - 10:00 a.m.
April 28, 2026 - Spaghetti Dinner, 203 S. Harrison Avenue, 5:00 p.m. - 6:30 p.m.

Upcoming Meetings

- a. April 28, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
May 5, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
May 12, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
May 19, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Executive Session

- a. To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) - Future Land Use Area Boundaries.

Adjourn

Mental Health Proclamation

WHEREAS, we must understand that the health of our minds is as important as physical health; and

WHEREAS, one in every four people are affected by mental illness, with more Weld County residents having reported mental health challenges such as depression, anxiety, or other mental health conditions than in years past; and

WHEREAS, our citizens can reach recovery through a variety of options including outpatient, residential, and critical walk-in crisis support available through Weld County's community mental health center, North Range Behavioral Health; and

WHEREAS, Fort Lupton residents are healthier because of our provider's commitment to preventing hospitalizations, incarcerations, trauma, suicides, and substance use disorder through collaboration with community health centers, school districts, human services, law enforcement, United Way, and many others; and

WHEREAS, National Mental Health Month is observed every May to raise awareness about behavioral health, recovery and hope, the importance of prevention, and the factors that contribute to mental wellness,

NOW THEREFORE, I, Chris Ceretto, Mayor, do hereby proclaim the month of May 2026 to be Mental Health Month in the City of Fort Lupton and ask all our organizations, businesses and schools to join me in the effort. This month, and throughout the year, let's focus together to understand the importance of mental health. Let's make an effort to provide residents suffering from mental illnesses with the care they need. Mental health is not just an individual issue, but a national issue.

The mental health of our citizens is critical to our prosperity. Together, by understanding these issues, we can reduce the effects of mental illnesses on our communities and enable all citizens to live healthy and productive lives.

Proclaimed this 21st day of April 2026

Mayor Chris Ceretto

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 04/08/2026 - 04/21/2026

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: New Main Operating-New Main Operating						
000031	ADAMSON POLICE PRODUCTS	04/14/2026	Regular	0.00	179.12	109896
INV448733	Invoice	03/10/2026	GF-UNIFORMS FOR SPILLIS-PD	0.00	12.95	
INV448759	Invoice	03/10/2026	GF-UNIFORMS FOR MALDONADO-PD	0.00	10.75	
INV448945	Invoice	03/16/2026	GF-UNIFORMS FOR CASTILLO-PD	0.00	148.47	
INV449095	Invoice	03/18/2026	GF-UNIFORMS FOR CASTILLO-PD	0.00	6.95	
000044	AGFINITY INC	04/14/2026	Regular	0.00	5,056.50	109897
H90966	Invoice	03/27/2026	GOLF-FERTILIER/CHEMICALS-MAINT	0.00	4,224.00	
H91067	Invoice	03/31/2026	GOLF-FERTILIZER/CHEMICALS-MAINT	0.00	832.50	
003652	ANIMAL CLINIC LLC	04/14/2026	Regular	0.00	577.00	109898
544443	Invoice	03/02/2026	GF-TECHNICIAN OFFICE CHARGE-PD	0.00	99.00	
545369	Invoice	02/23/2026	GF-TECHNICIAN OFFICE CHARGE-PD	0.00	162.00	
545712	Invoice	03/02/2026	GF-TECHNICIAN CHARGE-CODE	0.00	118.00	
546096	Invoice	03/09/2026	GF-TECHNICIAN OFFICE CHARGES-CODE	0.00	99.00	
547211	Invoice	03/30/2026	GF-TECHNICIAN OFFICE CHARGES-CODE	0.00	99.00	
004066	ANTOINETTE MARTINEZ	04/14/2026	Regular	0.00	325.00	109899
2008069.001	Invoice	04/01/2026	GF-SHELTER REFUND-	0.00	325.00	
001872	ANTONIO CHAVEZ JR	04/14/2026	Regular	0.00	100.00	109900
2008057.001	Invoice	03/25/2026	GF-REFUND FOR SOFTBALL-	0.00	100.00	
000108	AUSMUS LAW FIRM PC	04/14/2026	Regular	0.00	7,700.00	109901
10027	Invoice	04/01/2026	CITY ATTORNEY SERVICES	0.00	6,500.00	
10034	Invoice	04/01/2026	GF-PROSECUTION SERVICES FOR MARCH ...	0.00	1,200.00	
003950	AYRES ASSOCIATES INC	04/14/2026	Regular	0.00	31,073.50	109902
228215	Invoice	04/08/2026	GF- Housing Needs Assessment- Comp Pla...	0.00	16,959.00	
228820	Invoice	04/08/2026	GF- Housing Needs Assessment- Comp Pla...	0.00	14,114.50	
003766	BIG WILLY'S MEAT COMPANY	04/14/2026	Regular	0.00	168.94	109903
0001096	Invoice	04/07/2026	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	168.94	
003989	BLADES GROUP LLC	04/14/2026	Regular	0.00	2,684.00	109904
18051993	Invoice	03/23/2026	SSTX-1 CUBIC YARD ROCK ASPHALT-STREE...	0.00	2,684.00	
000160	BREAKTHRU BEVERAGE COLORADO	04/14/2026	Regular	0.00	2,484.00	109905
126377130	Invoice	04/02/2026	GOLF-BEVERAGES-PRO SHOP	0.00	1,798.57	
126377131	Invoice	04/02/2026	GOLF-BEVERAGES-PRO SHOP	0.00	168.00	
126377132	Invoice	04/02/2026	GOLF-BEVERAGES-PRO SHOP	0.00	517.43	
003740	COLORADO PORTABLES LLC	04/14/2026	Regular	0.00	825.00	109906
142816	Invoice	04/01/2026	CEM-ADA PORTABLE TOILET SERVICE-CEM...	0.00	215.00	
146545	Invoice	03/23/2026	CPR-PORTABLE TOILET SERVICE @ PEARS...	0.00	475.00	
146692	Invoice	03/26/2026	GF-PORTABLE TOILET SERVICE @ HERITAG...	0.00	135.00	
000307	COMCAST CABLE COMM, LLC	04/14/2026	Regular	0.00	180.69	109907
0116038 MARCH...	Invoice	03/01/2026	REC-MARCH 2026 PHONE SERVICE-REC CE...	0.00	180.69	
000307	COMCAST CABLE COMM, LLC	04/14/2026	Regular	0.00	195.69	109908
0116038 APRIL26	Invoice	04/01/2026	REC-PHONE SERVICE FOR APRIL 2026-REC ...	0.00	195.69	
000307	COMCAST CABLE COMM, LLC	04/14/2026	Regular	0.00	318.35	109909
0117309 MARCH...	Invoice	03/01/2026	REC-CABLE/MUSIC FOR MARCH 2026-REC ...	0.00	318.35	
003900	D2 CONSULTANTS, LLC	04/14/2026	Regular	0.00	2,300.00	109910

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2	Invoice	04/09/2026	WST-NON-POTABLE SYSTEM MASTER PLA...	0.00	2,300.00	
003762	ERIC GOLDEN	04/14/2026	Regular	0.00	1,250.00	109911
010926	Invoice	04/01/2026	CPR-JULY 4TH MUSIC DEPOSIT-EVENTS	0.00	1,250.00	
000503	FRONT RANGE INFLATABLES	04/14/2026	Regular	0.00	515.00	109912
60081461	Invoice	03/27/2026	CPR-COMMUNITY ENGAGEMNT, PARKS & ...	0.00	515.00	
001719	GO PLAY INC	04/14/2026	Regular	0.00	2,641.50	109913
1062	Invoice	03/01/2026	REC-SURFACING, REPAIRS-REC CENTER	0.00	2,641.50	
002143	GREEN CO2 SYSTEMS	04/14/2026	Regular	0.00	272.65	109914
00399766	Invoice	03/11/2026	REC-CO2 REFILL-REC CENTER	0.00	272.65	
000552	HACH	04/14/2026	Regular	0.00	13,561.80	109915
14420467	Invoice	03/20/2026	UF-PARTS/SUPPLIES-WTP	0.00	9,387.84	
14420473	Invoice	03/20/2026	SF-PARTS/SUPPLIES-WWTP	0.00	4,173.96	
003875	HALL-IRWIN CORPORATION	04/14/2026	Regular	0.00	418,314.61	109916
25007-1.6	Invoice	03/31/2026	WST-LAGOON SLURRY WALL PROJECT-WA...	0.00	418,314.61	
000567	HIGH COUNTRY BEVERAGE CORP	04/14/2026	Regular	0.00	1,750.67	109917
W-7361066	Credit Memo	04/07/2026	GOLF-CREDIT FOR RETURN OF BEVERAGES...	0.00	-27.03	
W-7361317	Invoice	04/07/2026	GOLF-BEVERAGES-PRO SHOP	0.00	1,777.70	
003602	HYDROPLUS	04/14/2026	Regular	0.00	435.00	109918
3-262372-1	Invoice	04/07/2026	GOLF-KITCHEN EXHAUST CLEANING-PRO ...	0.00	435.00	
003620	ILIANA ROCHA	04/14/2026	Regular	0.00	100.00	109919
2008060.001	Invoice	03/25/2026	REC-SOFTBALL REFUND-	0.00	100.00	
004067	KARLA MONTES	04/14/2026	Regular	0.00	65.00	109920
2008068.001	Invoice	04/01/2026	REC-SHELTER REFUND-	0.00	65.00	
004068	KIM MARTEL	04/14/2026	Regular	0.00	120.00	109921
2008058.001	Invoice	03/25/2026	REC-SOFTBALL REFUND-	0.00	120.00	
002975	LCC Inc	04/14/2026	Regular	0.00	342.00	109922
47523	Invoice	03/05/2026	GF/SF-TIRE REPAIR/PARTS-STREETS/WWTP	0.00	342.00	
000716	LEONARD B. MEDOFF, Ph.D.	04/14/2026	Regular	0.00	425.00	109923
030726	Invoice	03/07/2026	GF-PRE EMPLOYMENT PSYCHOLOGICAL E...	0.00	425.00	
000735	LL JOHNSON DISTRIBUTING	04/14/2026	Regular	0.00	4,174.09	109924
1169985-00	Invoice	03/19/2026	GOLF-PARTS/SUPPLIES-MAINT	0.00	4,174.09	
001913	LUXOTTICA OF AMERICA, INC	04/14/2026	Regular	0.00	2,061.52	109925
6924222072	Invoice	03/01/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	1,797.52	
6924233300	Invoice	03/01/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	75.00	
6924249867	Invoice	03/01/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	102.00	
6924531233	Invoice	03/25/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	87.00	
004069	MELANIE ROCHA	04/14/2026	Regular	0.00	100.00	109926
2008059.001	Invoice	03/25/2026	REC-SOFTBALL REFUND-	0.00	100.00	
001643	PROCEDURE INC	04/14/2026	Regular	0.00	108,946.95	109927
3571511	Invoice	03/31/2026	GF-INSPECTION FEES/PERMITS-BLDG INSP	0.00	108,946.95	
002265	QUADIENT FINANCE USA INC	04/14/2026	Regular	0.00	232.00	109928
80877446 FEB/M...	Invoice	03/27/2026	POSTAGE RECHARGES FEBRUARY 25-MAR...	0.00	232.00	
001497	QUICK SET AUTO GLASS	04/14/2026	Regular	0.00	345.00	109929
446894	Invoice	03/24/2026	GF-BACK WINDOW REPAIR-STREETS	0.00	345.00	
000999	SHAMROCK FOODS COMPANY	04/14/2026	Regular	0.00	2,517.38	109930
36457046	Invoice	03/31/2026	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	1,427.86	

Council Check Report

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36468145	Invoice	04/04/2026	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	1,089.52	
001040	STERICYCLE	04/14/2026	Regular	0.00	77.47	109931
8013740076	Invoice	03/18/2026	REC-BIOHAZARD-REC CENTER	0.00	77.47	
001052	SWIRE COCA-COLA, USA	04/14/2026	Regular	0.00	499.68	109932
51757765040	Invoice	04/03/2026	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	499.68	
001064	TAYLORMADE GOLF COMPANY INC	04/14/2026	Regular	0.00	902.52	109933
38997440	Invoice	03/26/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	902.52	
003861	TOP-NOTCH PAVEMENT SOLUTIONS LLC	04/14/2026	Regular	0.00	13,112.48	109934
2066	Invoice	03/30/2026	SST-ASPHALT PAVING/ SIDEWALK PROJEC...	0.00	13,112.48	
001364	TRAKSTAR	04/14/2026	Regular	0.00	18,693.23	109935
INV-TSTAR-1487...	Invoice	04/06/2026	Trakstar	0.00	18,693.23	
001120	TRUDILIGENCE LLC	04/14/2026	Regular	0.00	750.54	109936
72349	Invoice	04/01/2026	GF-BACKGROUND CHECKS-HR/SAFETY	0.00	750.54	
001137	UNITED POWER	04/14/2026	Regular	0.00	244.35	109937
24165100 MARC...	Invoice	03/31/2026	GF-MARCH 2026 ELECTRIC SERV (SPLASH ...	0.00	244.35	
001137	UNITED POWER	04/14/2026	Regular	0.00	46,887.91	109938
10553102 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-EMERG SIREN	0.00	26.08	
1194602 MAR26	Invoice	03/01/2026	GC-MAR26 ELECTRIC-CLUBHOUSE	0.00	708.19	
1195001 MAR26	Invoice	03/01/2026	GC-MAR26 ELECTRIC-PUMP HOUSE	0.00	3,674.92	
1195501 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-WTR TANK&PUMP	0.00	5,675.81	
1195603 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-455 COLLEGE AVE PUMP ...	0.00	531.89	
1195701 MAR26	Invoice	03/01/2026	GC-MAR26 ELECTRIC-MAINT BLDG	0.00	283.63	
1196401 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-WELCOME SIGNS	0.00	39.98	
1207701 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-B&G SPRINKLER CONTROL	0.00	24.32	
1240301 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-SEWER LIFT STA	0.00	154.96	
1241801 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-PEARSON PK BALLFIELD	0.00	1,935.27	
1241903 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-PEARSON PK	0.00	198.74	
1276101 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-WELL #4	0.00	605.76	
1279801 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-SCH SIGNAL	0.00	28.79	
1295501 MAR26	Invoice	03/01/2026	CPR-MAR26 ELEC-MUSEUM	0.00	68.63	
1296101 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-WELL #5	0.00	938.43	
1302801 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-CITY HALL	0.00	2,399.89	
1302901 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-WELL #1	0.00	157.73	
1316801 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-WELL #3	0.00	781.60	
1322501 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-STREET LIGHTS	0.00	6,941.79	
1360303 MAR26	Invoice	03/01/2026	CEM-MAR26 ELEC-CEMETERY	0.00	34.10	
13842400 MAR26	Invoice	03/01/2026	CPR-MAR26 ELEC-REC SIGN	0.00	65.59	
14427100 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-VERIZON BLDG	0.00	130.53	
15232500 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-TORN SIREN	0.00	25.37	
17149700 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-WCR8 SIGNAL	0.00	70.59	
17761600 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-HERITAGE PARK	0.00	23.00	
17868800 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-LANCASTER SPRINK	0.00	23.00	
18057500 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-S LIFT STATION	0.00	699.49	
18498400 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-WELL#7	0.00	384.89	
18762100 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-LIGHT RECEPTACLES	0.00	48.33	
19545100 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-TERM RES DAM PUMP E	0.00	739.49	
19595600 MAR26	Invoice	03/01/2026	GC-MAR26 ELECTRIC-SIGN LIGHT	0.00	23.71	
20040100MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-TERM RES DAM PUMP W	0.00	243.35	
21675200 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-IRRIGATE 2414 HORSESH...	0.00	71.48	
21675300 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-IRRIGATE 1912 WAGON...	0.00	41.77	
22185901 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-FULTON PARK IRRIGATION	0.00	24.12	
6601202 MAR26	Invoice	03/01/2026	GC-MAR26 ELECTRIC-PAVILLION	0.00	28.05	
6612303 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-COYOTE CREEK ENTRANCE	0.00	24.44	
6779701 MAR26	Invoice	03/01/2026	REC-75% MAR26 ELEC-REC	0.00	11,452.21	

Council Check Report

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704901 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-WWTP	0.00	200.00	
7225800 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-GAZEBO	0.00	26.49	
726705 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-SIGN 70110&70111	0.00	30.63	
7280200 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-WATER TANKS	0.00	25.22	
733101 MAR26	Invoice	03/01/2026	GF-MAR26 ELEC-SHOP	0.00	251.45	
762901 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-WELL #13	0.00	79.80	
803908 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-WTR TRMT PLANT	0.00	6,200.52	
8976200 MAR26	Invoice	03/01/2026	UF-MAR26 ELEC-N LIFT STATION	0.00	743.88	
	Void	04/14/2026	Regular	0.00	0.00	109939
	Void	04/14/2026	Regular	0.00	0.00	109940
	Void	04/14/2026	Regular	0.00	0.00	109941
001137	UNITED POWER	04/14/2026	Regular	0.00	185.56	109942
1215802 MAR26	Invoice	03/31/2026	GF-MARCH 2026 ELECTRIC SERV (VET OFFI...	0.00	185.56	
001147	USA BLUE BOOK	04/14/2026	Regular	0.00	278.46	109943
INV01004881	Invoice	03/30/2026	UF-INVERTED PAINT-W LINES	0.00	120.38	
INV01007017	Invoice	04/01/2026	SF-MARKING WHISKERS-S LINES	0.00	158.08	
001149	UTILITY NOTIFICATION CENTER	04/14/2026	Regular	0.00	425.36	109944
226030709	Invoice	03/31/2026	UF-4TH BILLING TIER ANNUAL MARCH 20...	0.00	425.36	
001156	VERIZON WIRELESS SVCS LLC	04/14/2026	Regular	0.00	6,182.88	109945
6139598517	Invoice	03/01/2026	GF-02/27-03/26 VERIZON LICENSES	0.00	6,182.88	
001174	WAGNER EQUIPMENT CO.	04/14/2026	Regular	0.00	812.98	109946
P00C2898133	Invoice	03/28/2026	GF-HOSE, SEAL, O RING-STREETS	0.00	146.46	
P00C2898508	Invoice	03/31/2026	GF-PARTS/SUPPLIES FOR CAT GRADER, UN...	0.00	942.83	
P00C2898509	Invoice	03/31/2026	GF-TUBE FOR CAT GRADER, UNIT 42-STRE...	0.00	73.69	
P00R0548673	Credit Memo	01/15/2026	GF-CREDIT FOR RETURNS-STREETS	0.00	-350.00	
001201	WELD COUNTY SCH DIST RE8	04/14/2026	Regular	0.00	304.50	109947
040726	Invoice	04/07/2026	CPR-PROCEEDS FROM BURRITO SALE FUN...	0.00	304.50	
001207	WESTERN DISTRIBUTING INC	04/14/2026	Regular	0.00	172.00	109948
885668	Invoice	04/03/2026	GOLF-BEVERAGES-PRO SHOP	0.00	172.00	
001224	XCEL ENERGY-GAS	04/14/2026	Regular	0.00	1,050.92	109949
971188310	Invoice	03/01/2026	GF-MAR26 GAS BILL-PARKS	0.00	1,050.92	
004070	YARNET ZAZUETA	04/14/2026	Regular	0.00	120.00	109950
2008061.001	Invoice	03/25/2026	REC-SOFTBALL REFUND	0.00	120.00	
000453	FAMILY SUPPORT REGISTRY	04/17/2026	Regular	0.00	140.76	109951
INV0001958	Invoice	04/17/2026	A. Infante Jr - Remit ID 06092977-SDU/Tri...	0.00	140.76	
003612	JOHNSON MARK LLC	04/17/2026	Regular	0.00	46.20	109952
INV0001959	Invoice	04/17/2026	Brian Oswalt-Case #2024C042153	0.00	46.20	
000028	ACUSHNET COMPANY	04/21/2026	Regular	0.00	71.85	109953
922793124	Invoice	04/08/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	71.85	
002254	ADIDAS AMERICA INC	04/21/2026	Regular	0.00	111.00	109954
6165174944	Invoice	04/01/2026	GF-UNIFORMS-PARKS	0.00	111.00	
000104	ASSOCIATED POOL BUILDERS, INC	04/21/2026	Regular	0.00	1,920.00	109955
202765	Invoice	04/01/2026	REC-UV LIGHT REPLACED-REC CENTER	0.00	1,920.00	
000609	BVGSA (IPGSA)	04/21/2026	Regular	0.00	315.00	109956
041026	Invoice	04/10/2026	CPR-IPGSA SOFTBALL FEES-ATHL	0.00	315.00	
000183	CALLAWAY GOLF SALES COMPANY	04/21/2026	Regular	0.00	5,133.52	109957
942210973	Invoice	04/01/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	133.92	
942319820	Invoice	04/08/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	4,999.60	

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004073	CD'S WINGS	04/21/2026	Regular	0.00	250.00	109958
1	Invoice	04/01/2026	CPR-FOH FOOD TRUCK-FAMILY NIGHT-EV...	0.00	250.00	
002000	CIT GROUP/COMMERCIAL SERVICES	04/21/2026	Regular	0.00	1,000.85	109959
81246148	Invoice	04/01/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	1,000.85	
000241	CITY OF FT LUPTON-UTIL INVOICE	04/21/2026	Regular	0.00	37,508.89	109960
110035001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-S RAILRO...	0.00	145.00	
110036002 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-ANIMAL ...	0.00	102.29	
110221001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-RR PK SO...	0.00	145.00	
110222001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-RR PK NO...	0.00	145.00	
110249001 MAR...	Invoice	04/01/2026	GOLF-02/27-03/31 WATER USAGE-CLUBH...	0.00	248.77	
110251001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-CC MAST ...	0.00	79.75	
110252001 MAR...	Invoice	04/01/2026	GOLF-02/27-03/31 WATER USAGE-IRRIGAT..	0.00	19,661.92	
110252101 MAR...	Invoice	04/01/2026	GOLF-02/27-03/31 WATER USAGE-RESTR...	0.00	94.05	
330025001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-9TH ST PK	0.00	145.45	
330031001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-N RAILRO...	0.00	145.00	
330045001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-PW SHOP	0.00	156.61	
330092001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-5TH & FU...	0.00	156.40	
330166001 MAR...	Invoice	04/01/2026	CPR-02/27-03/31 WATER USAGE-MUSEUM	0.00	99.63	
330920000 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-CANNERY ...	0.00	34.65	
550055501 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-VERIZON ...	0.00	183.45	
550057001 MAR...	Invoice	04/01/2026	CPR-02/27-03/31 WATER USAGE-COMM C...	0.00	763.03	
550057601 MAR...	Invoice	04/01/2026	REC-02/27-03/31 WATER USAGE-REC CEN...	0.00	2,460.40	
550057701 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-IRRG REC ...	0.00	1,099.79	
660092001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-LANCAST...	0.00	145.00	
770109501 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-HERITAGE...	0.00	34.80	
770116501 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-HERITAGE...	0.00	34.80	
770214501 MAR...	Invoice	04/01/2026	GOLF-02/27-03/31 WATER USAGE-IRRIGAT..	0.00	45.25	
770215800 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-NEW CITY...	0.00	157.92	
770229001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-ROADSIDE...	0.00	145.00	
770229501 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-PEARSON ...	0.00	1,076.21	
770229601 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-PEARSON ...	0.00	39.39	
770231101 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-25.5 S GR...	0.00	34.65	
990004001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-S MCKINL...	0.00	145.00	
990004101 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-KOSHIO PK..	0.00	94.05	
990006001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-IRRIG N IS...	0.00	40.93	
990007001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-IRRIG CITY...	0.00	59.11	
990008001 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-IRRIG S IS...	0.00	34.80	
990132001 MAR...	Invoice	04/01/2026	CEM-02/27-03/31 WATER USAGE-CEMETE...	0.00	9,409.63	
999910000 MAR...	Invoice	04/01/2026	GF-02/27-03/31 WATER USAGE-FULTON V...	0.00	146.16	
	Void	04/21/2026	Regular	0.00	0.00	109961
	Void	04/21/2026	Regular	0.00	0.00	109962
003810	CMC DESIGN LLC	04/21/2026	Regular	0.00	127.87	109963
CMC144974	Invoice	04/09/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	127.87	
000268	COLORADO ANALYTICAL LAB	04/21/2026	Regular	0.00	48.00	109964
260406158	Invoice	04/07/2026	UF-DRINKING WATER TESTING-W LINES	0.00	48.00	
000306	COMCAST BUSINESS	04/21/2026	Regular	0.00	2,921.15	109965
267746662	Invoice	04/01/2026	GF-COMCAST INTERNET APRIL 2026-IT/C...	0.00	2,921.15	
000307	COMCAST CABLE COMM, LLC	04/21/2026	Regular	0.00	268.73	109966
0208785 APRIL26	Invoice	04/01/2026	GF-APRIL 2026 INTERNET SERVICE-PLANN...	0.00	268.73	
000307	COMCAST CABLE COMM, LLC	04/21/2026	Regular	0.00	247.89	109967
0120790 APRIL26	Invoice	04/06/2026	GOLF-APRIL 2026 INTERNET SERVICE-PRO ...	0.00	247.89	
002915	COMCATE SOFTWARE INC	04/21/2026	Regular	0.00	4,513.58	109968
9373	Invoice	04/10/2026	GF-SOFTWARE-CODE	0.00	4,513.58	
001401	DIVISION OF OIL & PUBLIC SAFETY	04/21/2026	Regular	0.00	30.00	109969

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i-0050463	Invoice	04/01/2026	CPR-CONVEYANCE CERTIFICATE-MUSEUM	0.00	30.00	
003559	DRAKE DUO PRINTS LTD	04/21/2026	Regular	0.00	4,073.41	109970
1388	Invoice	04/01/2026	CPR-FOH JACKETS, VESTS, SHIRTS-EVENTS	0.00	3,688.11	
1405	Invoice	04/01/2026	CPR-FOH COMMUNITY SHIRTS-EVENTS	0.00	385.30	
000246	DUNLOP SPORTS AMERICAS/SRIXON/CLEAVLAN	04/21/2026	Regular	0.00	799.47	109971
8820459 SO	Invoice	04/01/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	1,200.00	
8827777 CA	Credit Memo	02/18/2026	GOLF-CREDIT FOR RETURNS-PRO SHOP	0.00	-1,338.96	
8838580 SO	Invoice	02/24/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	631.80	
8844821 SO	Invoice	02/26/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	306.63	
004075	ELLEN McWILLIAMS	04/21/2026	Regular	0.00	150.00	109972
2008078.001	Invoice	04/10/2026	GF-CAMP REFUND-	0.00	150.00	
003631	EVERON, LLC	04/21/2026	Regular	0.00	179.17	109973
50576495 MAY26	Invoice	04/01/2026	GF/REC-ALARM SECURITY MONITORING ...	0.00	179.17	
002011	FRONT RANGE LUMBER COMPANY	04/21/2026	Regular	0.00	213.36	109974
52536/2	Invoice	04/06/2026	GOLF-PARTS/SUPPLIES-MAINT	0.00	213.36	
002088	GoTo TECHNOLOGIES USA, INC.	04/21/2026	Regular	0.00	3,840.00	109975
1209530581	Invoice	04/03/2026	GoToBusiness Annual payment	0.00	3,840.00	
002143	GREEN CO2 SYSTEMS	04/21/2026	Regular	0.00	683.61	109976
00401269	Invoice	04/02/2026	REC-CO2 REFILL-REC CENTER	0.00	336.82	
02114472	Invoice	04/01/2026	REC-APRIL'S CO2-REC CENTER	0.00	346.79	
000546	GREEN MILL SPORTSMAN'S CLUB	04/21/2026	Regular	0.00	150.00	109977
134	Invoice	04/02/2026	GF-OFFICER TRAINING/QUALIFYING-PD	0.00	150.00	
000567	HIGH COUNTRY BEVERAGE CORP	04/21/2026	Regular	0.00	889.60	109978
W-7366400	Invoice	04/13/2026	GOLF-BEVERAGES-PRO SHOP	0.00	889.60	
001580	INTERMOUNTAIN HEALTH PLATTE VALLEY HOSP	04/21/2026	Regular	0.00	85.00	109979
10009343	Invoice	04/01/2026	GF-MEDICAL SERVICES-PD	0.00	85.00	
000636	JC GOLF ACCESSORIES	04/21/2026	Regular	0.00	25.20	109980
214937	Invoice	04/01/2026	GOLF-FREIGHT & INSURANCE-PRO SHOP	0.00	25.20	
004076	JOSE OSUNA	04/21/2026	Regular	0.00	120.00	109981
2008075.001	Invoice	04/07/2026	GF-BASEBALL REFUND-	0.00	120.00	
004077	KOURTNEY HARRIS	04/21/2026	Regular	0.00	100.00	109982
2008074.001	Invoice	04/07/2026	GF-SOCCER REFUND-	0.00	100.00	
000735	LL JOHNSON DISTRIBUTING	04/21/2026	Regular	0.00	200.00	109983
1170185-00	Invoice	04/01/2026	GF-IRRIGATION CLASSES-MAINT	0.00	200.00	
000744	LOST CREEK SENTINEL LLC	04/21/2026	Regular	0.00	600.00	109984
0078	Invoice	04/01/2026	CPR-ADVERTISEMENT FOR FOH-EVENTS	0.00	600.00	
004007	MAESTRO BUILDING PERFORMANCE LLC	04/21/2026	Regular	0.00	3,525.00	109985
1002	Invoice	04/06/2026	GF-New City Hall Commissioning Services...	0.00	3,525.00	
003833	MICHAEL MEANEY	04/21/2026	Regular	0.00	300.00	109986
040426	Invoice	04/04/2026	CPR-FLAGS FOR FOH FAMILY NIGHT-EVEN...	0.00	300.00	
000795	MILE HIGH TURFGRASS, LLC	04/21/2026	Regular	0.00	832.00	109987
13403	Invoice	04/01/2026	GOLF-QUALIPRO ETHAPHON 2 SL-MAINT	0.00	832.00	
000807	MORNING STAR ELEVATOR LLC	04/21/2026	Regular	0.00	570.00	109988
12521	Invoice	04/01/2026	CPR-LIFT MAINTENANCE-MUSEUM	0.00	570.00	
000841	NEWMAN TRAFFIC SIGNS	04/21/2026	Regular	0.00	1,787.00	109989
TRFINV066518	Invoice	04/02/2026	GF-SIGNS-PW SHOP	0.00	1,787.00	

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003855	NOCO SOD, LLC	04/21/2026	Regular	0.00	2,374.00	109990
2306	Invoice	04/07/2026	GOLF-GRASS, SOD-MAINT	0.00	2,374.00	
000863	O. J. WATSON EQUIPMENT	04/21/2026	Regular	0.00	29,998.00	109991
J11671	Invoice	04/07/2026	2-8' MTE V BOX SPREADER	0.00	14,999.00	
J11672	Invoice	04/07/2026	2-8' MTE V BOX SPREADER	0.00	14,999.00	
000865	OFFICE DEPOT	04/21/2026	Regular	0.00	1,705.28	109992
463512812001	Invoice	04/02/2026	GF-COPY PAPER-ADMIN	0.00	1,645.60	
464832727001	Invoice	04/08/2026	GF-BATTERIES-ADMIN	0.00	59.68	
003044	PEAK FORM, LLC	04/21/2026	Regular	0.00	826.00	109993
7313K25213	Invoice	04/01/2026	GF/REC-MEDICAL SERVICES-HR/REC CENT...	0.00	826.00	
004071	ROBERTA & WILLIAM HAUSE	04/21/2026	Regular	0.00	2,000.00	109994
041026	Invoice	04/10/2026	CEM-REFUND FOR SALE OF PLOTS BACK T...	0.00	2,000.00	
000999	SHAMROCK FOODS COMPANY	04/21/2026	Regular	0.00	1,052.87	109995
36479045	Invoice	04/08/2026	GOLF-FOOD, PRE PACKAGED GOODS-PRO ...	0.00	877.19	
36495135	Invoice	04/13/2026	GOLF-FOOD-PRO SHOP	0.00	175.68	
001022	SOUTHERN GLAZER'S OF CO	04/21/2026	Regular	0.00	604.04	109996
4009141	Invoice	04/08/2026	GOLF-BEVERAGES-PRO SHOP	0.00	41.00	
4009142	Invoice	04/08/2026	GOLF-BEVERAGES-PRO SHOP	0.00	563.04	
000416	STATE OF COLORADO	04/21/2026	Regular	0.00	5,000.00	109997
26-007	Invoice	04/15/2026	GF-2026 EAST COLO SBDC ANNUAL GOLD ...	0.00	5,000.00	
001040	STERICYCLE	04/21/2026	Regular	0.00	40.07	109998
8013983753	Invoice	04/10/2026	GF-SHRED SERVICES @ PLANNING-CITY CL	0.00	40.07	
003764	STUDIO CKA LLC	04/21/2026	Regular	0.00	3,080.00	109999
25002.04	Invoice	04/10/2026	GF-Owners Rep Services-New City Hall-Mi...	0.00	3,080.00	
001052	SWIRE COCA-COLA, USA	04/21/2026	Regular	0.00	282.65	110000
51860466005	Invoice	04/10/2026	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	282.65	
002659	TAIT & ASSOCIATES, INC.	04/21/2026	Regular	0.00	10,950.00	110001
169101	Invoice	04/01/2026	SST-Surveying 6th Street Grand to Fulton	0.00	10,950.00	
001064	TAYLORMADE GOLF COMPANY INC	04/21/2026	Regular	0.00	2,886.29	110002
38979902	Invoice	04/01/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	160.48	
39021912	Invoice	04/01/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	263.45	
39027462	Invoice	04/02/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	1,517.78	
39033578	Invoice	04/07/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	279.56	
39040127	Invoice	04/08/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	538.47	
39048627	Invoice	04/10/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	126.55	
001075	THE CONSOLIDATED MUTUAL	04/21/2026	Regular	0.00	473.14	110003
013126A	Invoice	04/01/2026	UF-FEBRUARY 2026 PERRY PIT DISCHARGE...	0.00	98.01	
013126B	Invoice	04/01/2026	UF-FEBRUARY 2026 WELL PUMP B-W STOR	0.00	71.88	
013126C	Invoice	04/01/2026	UF-FEBRUARY 2026 WELL PUMP C-W STOR	0.00	41.18	
040726A	Invoice	04/07/2026	UF-MARCH 2026 PERRY PIT DISCHARGE P...	0.00	147.32	
040726B	Invoice	04/07/2026	UF-MARCH 2026 WELL PUMP B-W STOR	0.00	72.25	
040726C	Invoice	04/07/2026	UF-MARCH 2026 WELL PUMP C-W STOR	0.00	42.50	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	04/21/2026	Regular	0.00	100.00	110004
812682-202603-1	Invoice	04/01/2026	GF-MARCH 2026 DATA RESEARCH FEE-PD	0.00	100.00	
001346	USGA CLUB MEMBERSHIP	04/21/2026	Regular	0.00	175.00	110005
43640002_2026	Invoice	04/01/2026	GOLF-2026 CLUB MEMBERSHIP-PRO SHOP	0.00	175.00	
002132	VECTOR DISEASE CONTROL	04/21/2026	Regular	0.00	3,659.48	110006
PI-A00018303	Invoice	04/01/2026	GF-MOSQUITO CONTROL-PW	0.00	3,659.48	

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001207	WESTERN DISTRIBUTING INC	04/21/2026	Regular	0.00	290.00	110007
886422	Invoice	04/10/2026	GOLF-BEVERAGES-PRO SHOP	0.00	290.00	
001212	WILLIAMS AND WEISS CONSULTING LLC	04/21/2026	Regular	0.00	9,270.00	110008
2260	Invoice	04/13/2026	UF-2026 Decree Accounting-Water	0.00	9,270.00	
002841	AIRBOUND	04/14/2026	EFT	0.00	2,490.00	9100697
EVENT #249183	Invoice	03/31/2026	CPR-COMMINTY ENGAGEMNT PARKS & T...	0.00	2,490.00	
003196	AMAZE HEALTH	04/14/2026	EFT	0.00	2,286.00	9100698
INV-11638	Invoice	03/31/2026	GF-MARCH 2026 MONTHLY USER FEES-MI...	0.00	2,286.00	
003962	BOHANNAN HUSTON INC	04/14/2026	EFT	0.00	4,307.25	9100699
000138634	Invoice	04/02/2026	UF-DROUGHT RESPONSE PLAN ENGINEER...	0.00	4,307.25	
002835	BRANDING BY BRE	04/14/2026	EFT	0.00	2,000.00	9100700
1416	Invoice	03/30/2026	REC/CPR-SUMMER 2026 BROCHURE-REC/...	0.00	2,000.00	
002853	BUCKEYE CLEANING CENTER	04/14/2026	EFT	0.00	78.72	9100701
90746705	Invoice	03/26/2026	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	78.72	
002122	BURNS & MCDONNELL ENGINEERING CO INC	04/14/2026	EFT	0.00	134,345.43	9100702
160868-29	Invoice	03/23/2026	UF-WATER TOWER CONSTRUCTION MAN...	0.00	134,345.43	
002723	EAGLE ROCK COMPANY OF COLO	04/14/2026	EFT	0.00	753.40	9100703
151304456	Invoice	04/07/2026	GOLF-BEVERAGES-PRO SHOP	0.00	268.60	
15130457	Invoice	04/07/2026	GOLF-BEVERAGES-PRO SHOP	0.00	484.80	
002169	GH PHIPPS CONSTRUCTION COMPANIES	04/14/2026	EFT	0.00	932,268.97	9100704
CITY HALL 13	Invoice	03/31/2026	GF-PURCHASE MATERIALS FOR NEW CITY ...	0.00	932,268.97	
002674	HAYES POZNANOVIC KORVER, LLC	04/14/2026	EFT	0.00	11,052.00	9100705
2757	Invoice	04/02/2026	WST-Mar2026 Legal Fees-Water	0.00	11,052.00	
001786	JOHNSON CONTROLS SECURITY SOLUTIONS	04/14/2026	EFT	0.00	262.99	9100706
42261149	Invoice	03/14/2026	CPR-QUARTERLY MONITORING APRIL-JUN...	0.00	262.99	
002195	MINUTEMAN PRESS	04/14/2026	EFT	0.00	851.96	9100707
42453	Invoice	03/25/2026	GF-BUSINESS CARDS-PD	0.00	193.48	
42491	Invoice	04/07/2026	GF-SECURITY ENVELOPES-FIN	0.00	658.48	
000227	MIRACLE PLAYSYSTEMS	04/14/2026	EFT	0.00	166.86	9100708
F2026-0120	Invoice	03/26/2026	CPR-NET FASTENERS-ATHL	0.00	166.86	
000857	NORTHERN WATER	04/14/2026	EFT	0.00	263,852.95	9100709
13903	Invoice	04/08/2026	UF-2026 Windy Gap O&M Assessment 13 ...	0.00	263,852.95	
000862	O'REILLY AUTO PARTS	04/14/2026	EFT	0.00	140.97	9100710
4489-284268	Invoice	03/27/2026	GF-SHOP SUPPLIES & EQUIPMENT-PW SH...	0.00	39.02	
4489-284273	Invoice	03/27/2026	GF-PART FOR CAT GRADER, UNIT #42-STR...	0.00	101.95	
000932	R & M SERVICES	04/14/2026	EFT	0.00	1,489.34	9100711
10933	Invoice	03/06/2026	GF-VEHICLE MAINTENANCE-PD	0.00	910.09	
10934	Invoice	03/12/2026	GF-VEHICLE MAINTENANCE-PD	0.00	299.95	
10935	Invoice	03/13/2026	GF-SYNTHETIC OIL-PD	0.00	23.97	
10936	Invoice	03/25/2026	GF-VEHICLE MAINTENANCE-PD	0.00	133.24	
10937	Invoice	03/30/2026	GF-VEHICLE MAINTENANCE-PD	0.00	122.09	
004001	SPEARUS LLC	04/14/2026	EFT	0.00	39,683.91	9100712
INV-2966	Invoice	03/03/2026	GF-DELL POWERVault STORAGE SYSTEM-...	0.00	39,683.91	
001101	TODD HODGES DESIGN, LLC	04/14/2026	EFT	0.00	10,344.10	9100713
3769	Invoice	04/06/2026	GF-PLANNING SERVICES MARCH 23-APRIL ...	0.00	10,344.10	
001594	WILBUR-ELLIS COMPANY LLC	04/14/2026	EFT	0.00	561.00	9100714

Council Check Report

Date Range: 04/08/2026 - 04/21/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
17682667	Invoice	03/19/2026	GOLF-CYNDER-MAINT	0.00	561.00	
000048	AIRGAS USA LLC	04/21/2026	EFT	0.00	27.46	9100715
5523901245	Invoice	04/01/2026	GOLF-LARGE ACETYLENE, LARGE OXYGEN...	0.00	27.46	
001327	ALTA PEAK ROLLOFFS LLC	04/21/2026	EFT	0.00	512.98	9100716
5684	Invoice	04/08/2026	GF-ROLLOFFS FOR APRIL 2026 @ WWWT[-M...	0.00	512.98	
001293	AMAZON.COM	04/21/2026	EFT	0.00	13,477.21	9100717
14H6-Y9RH-7GL1	Invoice	04/06/2026	IT - Amazon Orders	0.00	1,264.99	
19PD-HKLT-Y3QH	Credit Memo	04/01/2026	GF-CREDIT FOR RETURNS-FAC	0.00	-15.00	
1D1R-GTV4-7LPG	Invoice	04/05/2026	GF-GENERAL SUPPLIES-PD	0.00	1,570.51	
1DH6-7NT3-7WLT	Invoice	04/05/2026	GF-GENERAL SUPPLIES-HR/SAFETY	0.00	2,668.23	
1G49-3C9K-6Y3Q	Invoice	04/05/2026	GF-MISC ITEMS-REC/ATHL/FAC/EVENTS/LI...	0.00	5,012.02	
1KMV-K4RP-7RFG	Credit Memo	04/05/2026	REC-CREDIT FOR RETURNS-REC CENTER	0.00	-103.68	
1MPC-4M7Y-6X7C	Credit Memo	04/05/2026	GF-CREDIT FOR RETURNS-PD	0.00	-38.95	
1MPC-4M7Y-7N...	Invoice	04/05/2026	GF-GENERAL SUPPLIES-EC DEV	0.00	153.63	
1NGL-XHKF-6H1R	Invoice	04/05/2026	GF-GENERAL SUPPLIES-FIN	0.00	574.69	
1NGL-XHKF-6V1F	Invoice	04/05/2026	GF-GENERAL SUPPLIES-STREETS/PW SHOP...	0.00	2,399.24	
1QJY-97PC-4JQ6	Credit Memo	04/01/2026	GF-CREDIT FOR RETURNS-FAC	0.00	-8.47	
001918	AXON ENTERPRISES INC	04/21/2026	EFT	0.00	8,570.73	9100718
INUS435036	Invoice	04/01/2026	GF-EVIDENCE LICENSE, INTERGRATIONS-PD	0.00	8,570.73	
001820	BADGER METER	04/21/2026	EFT	0.00	4,303.06	9100719
80232210	Invoice	04/01/2026	UF-METER HOSTING-W/S LINES	0.00	4,303.06	
003962	BOHANNAN HUSTON INC	04/21/2026	EFT	0.00	10,388.78	9100720
000138652	Invoice	04/01/2026	GF-Mtn Sky Hydrology Services-PW	0.00	10,388.78	
002973	BOOTBARN INC	04/21/2026	EFT	0.00	1,716.42	9100721
INV00587249	Invoice	04/01/2026	GF-UIFORMS-PARKS	0.00	144.00	
INV00587250	Invoice	04/01/2026	GF-UIFORMS-PARKS	0.00	134.99	
INV00587251	Invoice	04/01/2026	GF-UIFORMS-PARKS	0.00	175.00	
INV00587252	Invoice	04/01/2026	GF-UIFORMS-PARKS	0.00	175.00	
INV00587253	Invoice	04/01/2026	GF-UIFORMS-PARKS	0.00	200.00	
INV00587254	Invoice	04/01/2026	GF-UIFORMS-PW SHOP	0.00	166.49	
INV00587255	Invoice	04/01/2026	GF-UIFORMS-PW SHOP	0.00	175.00	
INV00587256	Invoice	04/01/2026	GF-UIFORMS-PW SHOP	0.00	170.95	
INV00587257	Invoice	04/01/2026	GF-UIFORMS-PW SHOP	0.00	175.00	
INV00587258	Invoice	04/01/2026	GF-UIFORMS-PW SHOP	0.00	199.99	
002853	BUCKEYE CLEANING CENTER	04/21/2026	EFT	0.00	5,541.92	9100722
90748560	Invoice	04/02/2026	GF-JANITORIAL SUPPLIES-FAC	0.00	897.58	
90748601	Invoice	04/02/2026	GF-JANITORIAL SUPPLIES-FAC	0.00	151.84	
90748602	Invoice	04/02/2026	REC-GENERAL SUPPLIES-REC CENTER	0.00	1,271.36	
90748609	Invoice	04/02/2026	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	3,221.14	
000232	CIRSA	04/21/2026	EFT	0.00	1,000.00	9100723
INV1004115	Invoice	04/03/2026	GF-DEDUCTIBLE BLLING-MISC	0.00	1,000.00	
004057	CLINGERHAGERMAN LLC	04/21/2026	EFT	0.00	7,500.00	9100724
1230	Invoice	04/10/2026	GF-2025 Audit - FIN	0.00	7,500.00	
002723	EAGLE ROCK COMPANY OF COLO	04/21/2026	EFT	0.00	601.20	9100725
15153622	Invoice	04/13/2026	GOLF-BEVERAGES-PRO SHOP	0.00	221.85	
15153623	Invoice	04/13/2026	GOLF-BEVERAGES-PRO SHOP	0.00	297.15	
15156118	Invoice	04/13/2026	GOLF-BEVERAGES-PRO SHOP	0.00	82.20	
000536	GOLF AND SPORT SOLUTIONS LLC	04/21/2026	EFT	0.00	448.98	9100726
54841	Invoice	04/07/2026	GOLF-TONS OF PEA GRAVEL-MAINT	0.00	448.98	
002778	KASEYA US LLC	04/21/2026	EFT	0.00	9,591.60	9100727

Council Check Report

Date Range: 04/08/2026 - 04/21/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2464557227929	Invoice	04/06/2026	Annual Renewal of Vulscan	0.00	9,591.60	
000691	KONE INC	04/21/2026	EFT	0.00	140.80	9100728
871983986	Invoice	04/01/2026	REC-ELEVATOR MAINTENANCE FOR MAR...	0.00	140.80	
003101	LANGUAGELINE SOLUTIONS	04/21/2026	EFT	0.00	158.26	9100729
11879723	Invoice	04/01/2026	GF-OVER THE PHONE INTERPRETATION-PD	0.00	158.26	
003966	NORRIS DESIGN, INC	04/21/2026	EFT	0.00	21,708.98	9100730
01-111576	Invoice	04/01/2026	GF-KOSHIO PARKS CONSTRUCTION DOCS-...	0.00	21,708.98	
000862	O'REILLY AUTO PARTS	04/21/2026	EFT	0.00	684.73	9100731
4489-283720	Credit Memo	04/01/2026	GOLF-CORE RETURN-MAINT	0.00	-10.00	
4489-285390	Invoice	04/01/2026	UF/GF/SF-DIESEL EQUIPMENT & AC SUPPL...	0.00	509.95	
4489-285480	Invoice	04/01/2026	GOLF-HI POWER BELT-MAINT	0.00	12.46	
4489-285754	Invoice	04/03/2026	SF-NITRILE GLOVES-S LINES	0.00	51.28	
4489-286337	Invoice	04/06/2026	GOLF-PARTS, FILTERS-MAINT	0.00	84.09	
4489-286345	Invoice	04/06/2026	GOLF-HD AIR FILTER-MAINT	0.00	28.96	
4489-286577	Invoice	04/07/2026	GF-6 PACK PAPER-PARKS	0.00	7.99	
003522	OTTEM ELECTRONICS	04/21/2026	EFT	0.00	300.00	9100732
26-0203	Invoice	04/01/2026	GOLF-QUARTERLY FIRE MONITORING-PRO...	0.00	300.00	
001343	TIME CLOCK PLUS	04/21/2026	EFT	0.00	4,670.85	9100733
INV00473752	Invoice	04/01/2026	GF/REC-HARDWARE & SUPPORT-MISC/PD...	0.00	4,670.85	
001126	TYLER TECHNOLOGIES	04/21/2026	EFT	0.00	356.20	9100734
025-548065	Invoice	04/01/2026	GF-PAYMENT PORTAL FEE-COURT	0.00	335.00	
025-548579	Invoice	04/01/2026	GF-TEXT MESSAGE SERVICE-COURT	0.00	21.20	
000119	BANK OF COLORADO	04/17/2026	Bank Draft	0.00	9,219.86	DFT0002756
INV0001955	Invoice	04/17/2026	HSA DISTRIBUTION	0.00	9,219.86	
000119	BANK OF COLORADO	04/17/2026	Bank Draft	0.00	1,537.49	DFT0002757
INV0001956	Invoice	04/17/2026	HSA DISTRIBUTION	0.00	1,537.49	
001416	VALIC_1	04/17/2026	Bank Draft	0.00	53,021.69	DFT0002758
INV0001957	Invoice	04/17/2026	VALIC - 457(b) \$ Contributions	0.00	53,021.69	
001265	IRS	04/17/2026	Bank Draft	0.00	95,209.44	DFT0002759
INV0001960	Invoice	04/17/2026	Federal Withholding	0.00	95,209.44	
001418	CO DEPARTMENT OF REVENUE	04/17/2026	Bank Draft	0.00	16,032.00	DFT0002760
INV0001961	Invoice	04/17/2026	CO Withholding	0.00	16,032.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	230	108	0.00	851,583.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	175,020.48
EFT's	76	38	0.00	1,498,636.01
	311	156	0.00	2,525,240.22

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	230	108	0.00	851,583.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	175,020.48
EFT's	76	38	0.00	1,498,636.01
	311	156	0.00	2,525,240.22

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	4/2026	2,525,240.22
			2,525,240.22

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 7, 2026

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, April 7, 2026. Mayor Chris Ceretto called the meeting to order at 6:06 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Chris Ceretto, Councilmembers, Bruce Fitzgerald, David Crespin, Bruce Davis, and Claud Hanes. Councilmember Michael Sanchez was absent.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus, Chief of Police, William Carnes and the Fort Lupton Middle School National Junior Honor Society Students.

PROCLAMATION

Student Mayor Pro Tem Aily Barron read the National Library Proclamation and Mayor Ceretto proclaimed the week of April 19-25, 2026 National Library Week.

PERSONS TO ADDRESS COUNCIL

Chief of Police Williams Carnes awarded new badges to the following officers in recognition of their successful completion of the probationary period; Daniel Trujillo, Justin Inman, Daniel Monares and Jimmy Martinez.

APPROVAL OF AGENDA

It was moved by Valerie Blackston and seconded by David Crespin to approve the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the April 7, 2026 payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Claud Hanes and seconded by Valerie Blackston to approve the Consent Agenda as presented with the following items:

- March 17, 2026 City Council Meeting Minutes
- Approve Underwriter Engagement Agreement with Stifel, Nicolaus & Company to Issue Bonds to Refinance the 2017 Water Revenue Bonds (AM 2026-052)
- Approving the Certificate of Compliance for Fire and Police Pension Association's Defined Benefit Retirement Plan (AM 2026-053)
- Approving Resolution 2026R021 for 2026 Outdoor Water Restrictions (AM 2026-054)

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 7, 2026**

- Approve Continuation of Current Terms of Intergovernmental Agreement with CDOT for Maintenance Services on Hwy 52 and US 85B (Denver Avenue) (AM 2026-057)
- Approving Resolution 2026R022 Reappointing Al Mowrer to the Historic Preservation Board for a Three-Year Term to Expire April 7, 2029 (AM 2026-058)
- Approving Resolution 2026R023 Appointing Kathy Kvasnicka as a Regular Member of the Historic Preservation Board for a Three-year Term to Expire April 7, 2029 (AM 2026-059)
- Approving Resolution 2026R024 Authorizing the Use of Colorado’s Department of Local Affairs Fast Track Incentive Fund Award Through the Local Planning Capacity Grant Program for the Digitization of Project Files and the Preparation of the Water Supply Element of the Comprehensive Plan for an Award Total of \$50,000.00 (AM 2026-060)
- Approving Resolution 2026R025 Authorizing the City Administrator’s Signature on a Memorandum of Understanding for the Preparation of a Wayfinding Master Plan for a Project Cost Estimate of \$7,120.00 and Accepting DOLA’s Contribution of \$2,848.00 (AM 2026-061)
- Authorize the Mayor to Execute an Agreement to Lease 400 Acre Feet of Non-potable Water to 70 Ranch LLC for the Amount of \$400,000 for the 2026 Calendar Year (AM 2026-062)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2026-055 Approving the Construction of the Golf Course Concrete Wash Pad for an Amount Not to Exceed \$81,133.50 to be Paid from the Golf Course Fund Maintenance Department

The existing wash pad used to wash equipment at the golf course will be removed to build the new road accessing the filing 6 housing development.

A new concrete pad needs to be built in order for staff to properly clean and maintain the equipment used to maintain the golf course. Drainage has been installed as well as an oil and solid separator. The concrete needs to be poured with proper footings for the completion of the build.

An RFP was issued on March 12th for the concrete pad to be installed, a pre-bid meeting was held on March 20th, and bid opening was held March 27th. There were 8 bids accepted at opening. The bids ranged from \$19,226 - \$46,497.00.

To complete the project the drainage must be tied into the sewer. The sewer fee is \$12,140.

The concrete pad must be covered to protect the sewer system. The fee to tie the steel beams into the footings and cover with a roof will not exceed \$47,000.

It was moved by Bruce Fitzgerald and seconded by Bruce Davis to approve the Construction of the Golf Course Concrete Wash Pad for an Amount Not to Exceed \$81,133.50 to be Paid from the Golf Course Fund Maintenance Department. Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 7, 2026**

AM 2026-056 Accepting a Quote from CXT for the Construction of an On-Golf Course Restroom and Permit Fees for an Amount Not to Exceed \$167,738.07 to be Paid from the Golf Course Fund Maintenance Department

Coyote Creek Golf Course is attempting to install a permanent restroom on the front 9 of the golf course.

There is an existing restroom on the back 9 which is a pre-cast concrete structure with facilities for both men and ladies. Prior to the construction of filing 6 houses on the front 9, utilities were not available for a permanent restroom. Since the opening of the golf course in 1999, a temporary porta potty has been used in this location. A permanent restroom is aesthetically more pleasing to customers and more practical from a long-term perspective for golf course operations.

The proposed new structure will have electricity which will allow the restroom to have timed electric faucets and air dryers for hands as well as be heated and available for patrons year-round.

The company CXT provided the golf course with a Sourcewell contract bid and has built other facilities for the City of Fort Lupton. The building will cost \$126,413.90 and includes setting the building at its location.

The golf course had the plumbing for the bathrooms water and sewer line installed by Alpine Construction when installing all the utilities for the filing 6 community. To complete the project, it is necessary to pay all of the tap fees for both water and sewer in the amount of \$41,324.17.

It was moved by Bruce Davis and seconded by Bruce Fitzgerald to Accept a Quote from CXT for the Construction of an On-Golf Course Restroom and Permit Fees for an Amount Not to Exceed \$167,738.07 to be Paid from the Golf Course Fund Maintenance Department. Motion passed unanimously on roll call vote.

AM 2026-063 Approving a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the County Road 8.5 Annexation Submitted by Ken Evans with 8 ½ Enterprises LLC and Setting the Public Hearing for June 2, 2026

Ken Evans with 8 ½ Enterprises LLC has submitted an annexation petition to initiate annexation proceedings for a parcel of land. The parcel is generally located east and adjacent to Highway 85 and approximately .5-mile north of County Road 8 (Parcel No. 147118000060). This proposed annexation, known as the County Road 8.5 Annexation consists of a total of 45.463 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 June 2, 2026.

The initiating resolution is the first step in the annexation process and is to accept the annexation

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 7, 2026

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 May 14, 2026 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 June 2, 2026, which is the final step in the process.

It was moved by Claud Hanes and seconded by Valerie Blackston Approving Resolution 2026R026 Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the County Road 8.5 Annexation Submitted by Ken Evans with 8 ½ Enterprises LLC and Setting the Public Hearing for June 2, 2026. Motion passed unanimously on roll call vote.

AM 2026-064 Approve Change Order 1 for the 2025 Asphalt and Concrete Repair Project to extend into 2026 to Top-Notch Pavement Solutions LLC for an Amount Not to Exceed \$600,000.00, Allocated from the Street Sales Tax Fund and Cemetery Capital Projects Fund

With the commendable work done by Top-Notch Pavement Solutions, staff is recommending an extension of their contract to work into the 2026 year. In addition to the current list of available repairs, there are likely to be multiple additional occurrences that will require their services throughout the rest of the year. In addition, we will be entrusting them with taking care of the cemetery sidewalk project in time for Memorial Day.

Staff believes that \$250,000.00 of the Asphalt Patch and Seal will be adequate for this particular project extension. Combined with the \$200,000.00 for CIP Curb, Gutter & Sidewalk and the \$150,000.00 for the Cemetery Accessibility project, this will result in a total of \$600,000.00 to complete this change order request.

It was moved by Bruce Davis and seconded by Bruce Fitzgerald to Approve Change Order 1 for the 2025 Asphalt and Concrete Repair Project to extend into 2026 to Top-Notch Pavement Solutions LLC for an Amount Not to Exceed \$600,000.00, Allocated from the Street Sales Tax Fund and Cemetery Capital Projects Fund. Motion passed unanimously on roll call vote.

AM 2026-051 Approve the Estimated 2026 Payment to Northern Colorado Water Conservation District of \$263,852.95 and a Payment not to Exceed \$75,000.00 to Platte River Power Authority for the Windy Gap Annual Assessment Paid from the Water Utility Fund

The City has fifteen units, equivalent to 1,500-acre feet, of Windy Gap water. The assessment covers thirteen units, the cost of pumping, electrical power and general costs to operate the system and deliver the water to the City.

The City purchased two units from PRPA in 2025. NCWCD charged the 2026 assessment to PRPA. PRPA has sent a billing calculation with an estimate of \$67,758.84 for two units.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 7, 2026

The operations and maintenance for the Windy Gap Firing Project and the Windy Gap Water Carriage Assessment are coming from the same budget line item in the Utility Fund. The 2026 Budget for both Windy Gap Assessments is \$450,000. Windy Gap firing for 2026 was assessed and paid at \$62,865.92 leaving a budget of \$387,134.08 for the carriage assessment.

It was moved by Bruce Davis and seconded by David Crespin to Approve the Estimated 2026 Payment to Northern Colorado Water Conservation District of \$263,852.95 and a Payment not to Exceed \$75,000.00 to Platte River Power Authority for the Windy Gap Annual Assessment Paid from the Water Utility Fund. Motion passed unanimously on roll call vote.

STAFF REPORTS

City Administrator Chris Cross praised the National Junior Honor Society students and parents for their participation in Youth in Government Day. He also expressed his appreciation to City Clerk Mari Peña and Deputy City Clerk Kaela Dunston for organizing the event.

City Clerk Mari Peña praised the youth for their participation.

MAYOR/COUNCIL REPORTS

The Councilmembers showed support, gratitude and encouragement to the National Junior Honor Society for their future and participation in Youth in Government Day.

FUTURE CITY EVENTS

April 13-17, 2026 - Cemetery Clean-up Days

April 23, 2026 - Spring Clean-Up for Seniors and Disabled Citizens

April 25, 2026 - Spring Clean-Up Day, 800 12th Street, 8:00 a.m. - 12:00 p.m.

April 23-25, 2026 - Great Fields of Honor, Pearson Park, 12285 State Hwy 52, Fort Lupton, CO 80621

April 27, 2026 - Shredding Day, 130 S. McKinley Avenue, 8:00 a.m. - 10:00 a.m.

April 28, 2026 - Spaghetti Dinner, 203 S. Harrison Avenue, 5:00 p.m. - 6:30 p.m.

UPCOMING MEETINGS

April 14, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

April 21, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
APRIL 7, 2026**

April 28, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

May 5, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:42 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Chris Ceretto, Mayor



SUBJECT FOR DISCUSSION

Approving Payment for Victim Advocacy Services through the City of Brighton in the Amount of \$49,007.91 for the 2026 Calendar Year, Allocated from the Police Department Contractual Services Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

After Weld County Sheriff’s Office discontinued their victim assistance program to municipalities, the City of Fort Lupton entered into an IGA for services through the Brighton Office for Victim Assistance to provide victim advocacy services. The IGA will need to be renewed on December 31, 2027.

FINANCIAL CONSIDERATIONS

Funding is allocated in the PD Contractual Services budget.

LEGAL/POLITICAL CONSIDERATIONS

Pursuant to statute, the City of Fort Lupton through the Fort Lupton Police Department is required to provide designated services to victims of crime as defined in CRS 24-4.1.302, within the City of Fort Lupton.

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends paying the invoice.

Attachments: a. Invoice

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



BrightonSM

April 03, 2026

City of Brighton Police Department
 3401 Bromley Lane
 Brighton, CO 80601

City of Fort Lupton
 Police/Finance Department
 130 S. McKinley Avenue
 Fort Lupton, CO 80621

Due for Victim Service Unit/Fiscal Year 2025

\$49,007.91

Segments/Accounts	YTD Budget
4240 : VICTIM SERVICES	
104030-51110: SALARIES/WAGES	\$611,524.00
104030-51211: F.I.C.A./MEDICARE	\$9,019.00
104030-51213: Workers Compensation	\$7,180.00
104030-51221 : HEALTH BENEFITS	\$125,385.00
104030-51222 : Dental Benefits	\$5,909.00
104030-51223 : Vision Benefits	\$1,955.00
104030-51231 : ICMA PENSION	\$71,229.00
104030-51241 : LIFE INSURANCE	\$3,547.00
104030-51140 : OVERTIME	\$26,267.00
104030-53722 Assistance Program	\$15,000.00
104030-51120 : ON-CALL PAY	\$16,024.00
104030-53411 : OPERATING SUPPLIES	\$50,762.00
104030-53511 : Professional Development	\$54,866.00
FUEL & MAINT.	\$6,000.00
SubTotal : 4240 : VICTIM SERVICES	\$1,004,667.00
COVA/CVC DVHRT Reimbursements	(\$15,000.00)
CATPA Personnel GRANT	(\$86,646.00)
VOCA GRANT	(\$126,907.00)
Unexpended Funds in 2025	(\$54,457.00)
Grand Total :	\$721,657.00

	Population*		VRA CASES, 2025		Unattended Deaths		Share %
Commerce City*	68,245	53%	2006	64%	94	53%	57%
Brighton Population*	42,477	33%	819	26%	64	36%	32%
Fort Lupton	9,447	7%	196	6%	12	7%	7%
Lochbuie	8,336	6%	100	3%	8	4%	5%
	128,505	100%	3121	100%	178	100%	100%

*US Census, 2025, latest available	
Commerce City Share	\$ 409,396.36
Brighton Share	\$ 229,129.44
Fort Lupton	\$ 49,007.91
Lochbuie	\$ 34,123.29

Please direct any inquiries through VSU Manager, Kim Messina, 303-655-2308.

Please Submit Payment to:

City of Brighton
 Finance Department
 500 S. 4th Ave
 Brighton, CO 80601

Thank You,

Kimberly K. Messina
 Victim Services Manager
 303.655.2308
kmessina@brightonco.gov



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor’s Appointment of Nick Balsley to the Golf Advisory Committee for a Term Beginning April 21, 2026 and Ending December 31, 2027

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Terms of all members of all advisory committees shall commence on January 1st of each even year and continue until December 31st of each odd year. The Mayor shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor. Notices have been posted on the City of Fort Lupton’s webpage soliciting applications for advisory committees.

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

Nick Balsley has expressed interest in serving on the Golf Advisory Committee.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

1. Approve 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

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2026Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF NICK BALSLEY TO THE GOLF ADVISORY COMMITTEE FOR A TERM BEGINNING APRIL 21, 2026 AND ENDING DECEMBER 31, 2027

WHEREAS, Nick Balsley submitted an application for the Mayor to consider his appointment to the Golf Advisory Committee allowing him the opportunity to serve the City of Fort Lupton.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Nick Balsley to the Golf Advisory Committee for a term beginning April 21, 2026, and ending December 31, 2027.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 21st DAY OF APRIL 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Amending the Legal Description of Exhibit A to Ordinance 2025-1193 of an Annexation Known as the L.G. Everist NW Annexation Nos. 1-2

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This Annexation has already previously been reviewed, and conditionally recommended by Planning Commission and conditionally approved by City Council. However, it is being brought back to Council due to an error in the legal description of some of the notifications and of the Ordinance for the original hearings to Planning Commission and City Council, and staff has determined this is the most appropriate way to ensure the public is informed by bringing it back to Council.

Lynn Shults with L.G. Everist Inc. has submitted a request for annexation of land totaling 50.808 acres more or less, known as the L.G. Everist NW Annexation Nos. 1-2. The parcel is generally located immediately north along County Road 18, between County Road 23 and County Road 25 (Parcel No. 131124001003). The proposed initial zoning is to the 'A' Agriculture Zone District, which is being presented to City Council for approval under a separate Action Memorandum and Ordinance following the hearing on this Annexation.

The proposed use of the property is for sand and gravel mining. This use is being reviewed through a Special Use Permit, and was brought to Council via a separate AM and Resolution on December 2, 2025.

FINANCIAL CONSIDERATIONS

The applicant has paid all applicable land use application fees and is covering ongoing review expenses.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

- a) Approve the amendments to the Ordinance.
- b) Do not approve the amendments to the Ordinance.

STAFF RECOMMENDATIONS

Staff recommends accepting the amendments to exhibit A of Ordinance 2025-1193 Known as the L.G. Everist NW Annexation Nos. 1-2.

Attachments: a. Proposed Amended Ordinance

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2025-1193

INTRODUCED BY:

ADOPT ORDINANCE 2025-1193 ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT "A" KNOWN AS THE L.G. EVERIST NW ANNEXATION NOS. 1-2 AND APPROVING THE ANNEXATION AGREEMENT.

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

WHEREAS, a petition for annexation of the subject property, legally described in Exhibit "A", was filed with the City on October 7, 2025. The owner of 100% of the territory, with the exception of any road rights-of-ways, if applicable, is L.G. Everist, Inc., and this territory is not solely a public street or rights-of-ways. The City Council accepted said petition and has found and determined that an election was not required for this annexation under state statute or municipal ordinance or code section and that no additional terms and conditions are to be imposed upon the annexation, other than those expressed in the annexation agreement. The Planning Commission of the City of Fort Lupton, after public hearing on November 13, 2025, has recommended approval of the annexation known as the L.G. Everist NW Annexation Nos. 1-2. After a public hearing on October 7, 2025, Council found that the area to be annexed is eligible for annexation pursuant to Section 31-12-104 C.R.S. as to contiguity; and, the area is not affected by any of the limitations that would prevent annexation set forth in Section 31-12-105 C.R.S.

WHEREAS, the annexation agreement between the applicant and the City has been reviewed by City staff and by this Council and is approved and shall be signed by the Mayor.

WHEREAS, after hearings were held and conditionally approved on December 2nd, 2025, and during continued review by staff, it was made aware the legal description in the newspaper notice and the Ordinance had an error in them. Staff has since corrected the legal description in the ordinance and is bringing this item back to Council to give the public an additional opportunity to be aware of this project and ensure due notice is achieved.

WHEREAS, the City Council, after public notice and hearing, and consideration of the Planning Commission recommendation, declares that the subject property is hereby annexed conditional to the following:

1. Prior to the Recording the Annexation Documents:
 - A. Applicant shall adequately address all comments from Planning.

- B. Annexation Agreement shall be finalized between the Applicant and the City.
- C. Applicant shall adequately address all comments and requirements from Public Works.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of December, 2025.

PUBLISHED in the Fort Lupton Press this 11th day of December, 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of January 2026.

PUBLISHED BY TITLE ONLY the 15th day of January 2026.

EFFECTIVE (after publication) the 14th day of February 2026.

AMENDED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of April, 2026.

PUBLISHED in the Fort Lupton Press this 30th day of April, 2026.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this xx day of May 2026.

PUBLISHED BY TITLE ONLY the xx day of May 2026.

EFFECTIVE (after publication) the xx day of June 2026.

CITY OF FORT LUPTON, COLORADO

Chris Ceretto, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

Annexation No. 1

A parcel of land, located in the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 24 and assuming the South line of said SE1/4 as bearing North 89°18'44" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.27 feet with all other bearings contained herein relative thereto;
THENCE North 89°18'44" East along the South line of said SE1/4 a distance of 201.54 feet;
The following Ten (10) courses and distances are along the West side of Lupton Bottom Ditch as described in that Bargain and Sale Deed recorded January 23, 2024 at Reception No. 4950904 of the Records of Weld County;
THENCE North 01°21'17" East a distance of 30.02 feet to the Northerly line of Everist Annexation No. 1 recorded August 1, 2013 at Reception No. 3952540 of the Records of Weld County and to the POINT OF BEGINNING;

THENCE North 01°21'17" East a distance of 56.23 feet;
THENCE North 08°31'52" West a distance of 41.34 feet;
THENCE North 21°22'35" West a distance of 115.29 feet;
THENCE North 31°26'31" West a distance of 43.83 feet;
THENCE North 40°12'05" West a distance of 31.61 feet;
THENCE North 44°56'23" West a distance of 60.44 feet;
THENCE North 46°39'27" West a distance of 71.44 feet;
THENCE North 41°58'09" West a distance of 14.99 feet;
THENCE North 34°17'11" West a distance of 15.10 feet to the East line of said SE1/4;
THENCE North 00°08'38" West along said East line a distance of 530.76 feet to the West side of said Lupton Bottom Ditch;
The following Five (5) courses and distances are along the West side of Lupton Bottom Ditch;
THENCE North 19°05'56" East a distance of 108.39 feet;
THENCE North 18°16'04" East a distance of 121.08 feet;
THENCE North 05°31'53" West a distance of 59.75 feet;
THENCE North 12°50'27" West a distance of 133.56 feet;
THENCE North 07°25'34" West a distance of 307.67 feet;
THENCE South 44°30'05" East a distance of 1317.73 feet;
THENCE South 02°00'50" East a distance of 676.04 feet to the Northerly line of said Everist Annexation No. 1;

THENCE South 89°18'44" West along said Northerly line a distance of 741.05 feet to the POINT OF BEGINNING.

Said described parcel of land contains 989,315 Square Feet or 22.712 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

Annexation No. 2

A parcel of land, located in the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 24 and assuming the South line of said SE1/4 as bearing North 89°18'44" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.27 feet with all other bearings contained herein relative thereto;

THENCE North 00°08'38" West along the West line of said SE1/4 a distance of 1656.80 feet to the Northwest corner of Fort Lupton North Annexation No. 1 and to the POINT OF BEGINNING;

THENCE North 00°08'38" West continuing along the West line of said SE1/4 a distance of 968.06 feet to the Center Quarter corner of said Section 24;

THENCE North 89°36'39" East along the North line of said SE1/4 a distance of 858.79 feet;

THENCE South 02°00'50" East a distance of 1914.93 feet to the Northeast corner of said Fort Lupton North Annexation No. 1;

THENCE North 44°30'05" West along the North line of said Fort Lupton North Annexation No. 1 a distance of 1317.73 feet to the POINT OF BEGINNING.

Said described parcel of land contains 1,267,852 Square Feet or 29.106 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.



SUBJECT FOR DISCUSSION

Amending the Legal Description of Exhibit A to Ordinance 2025-1194 Known as the L.G. Everist NW Initial Zoning, to the 'A' Agriculture Zone District

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This initial zoning to 'A' Agriculture has already previously been reviewed, and conditionally recommended by Planning Commission and conditionally approved by City Council. However, it is being brought back to Council due to an error in the legal description of some of the notifications and of the Ordinance for the original hearings to Planning Commission and City Council, and staff has determined this is the most appropriate way to ensure the public is informed by bringing it back to Council.

Lynn Shults with L.G. Everist, Inc. has submitted a request for initial zoning of certain land identified in Exhibit A of the Ordinance to the 'A' Agriculture Zone District. The parcel is generally located immediately north along County Road 18, between County Road 23 and County Road 25 (Parcel No. 131124001003).

FINANCIAL CONSIDERATIONS

The applicant has paid all applicable land use application fees and are covering ongoing review expenses.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

- a) Approve the amendments to the Ordinance.
- b) Do not the amendments to the Ordinance.

STAFF RECOMMENDATIONS

Staff recommends accepting the amendments to Exhibit A of Ordinance 2025-1194 Known as the L.G. Everist NW Initial Zoning, to the 'A' Agriculture Zone District.

Attachments: a. Proposed Amended Ordinance

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2025-1194

INTRODUCED BY:

ADOPT ORDINANCE 2025-1194 INITIALLY ZONING LAND KNOWN AS THE L.G. EVERIST NW INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'A' AGRICULTURE ZONE DISTRICT.

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

WHEREAS, under the procedures detailed in Section 16-9 of the Fort Lupton Municipal Code, the Applicant, L.G. Everist, Inc. represented by Lynn Shults, submitted a request to initially zone 50.808± acres of land more particularly described in Exhibit A; and

WHEREAS, the Planning Commission held a public hearing on the zone request on November 13, 2025, and recommended approval to City Council of the initial zoning of land described in Exhibit A to the 'A' Agriculture Zone District, with all the uses-by-right allowed in said district; and

WHEREAS, after hearings were held and conditionally approved on December 2nd, 2025, and during continued review by staff, it was made aware the legal description in the newspaper notice and the Ordinance had an error in them. Staff has since corrected the legal description in the ordinance and is bringing this item back to Council to give the public an additional opportunity to be aware of this project and ensure due notice is achieved.

WHEREAS, the City Council, after public notice and hearing, and consideration of the Planning Commission recommendation, declares that the official zoning map be amended to reflect the initial zone on the property described in Exhibit A of this Ordinance to the 'A' Agriculture Zone District, and that the Ordinance is hereby approved.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of December 2025.

PUBLISHED in the Fort Lupton Press this 11th day of December, 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of January 2026.

PUBLISHED BY TITLE ONLY the 15th day of January 2026.

EFFECTIVE (after publication) the 14th day of February 2026.

AMENDED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of April, 2026.

PUBLISHED in the Fort Lupton Press this 30th day of April, 2026.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this xx day of May 2026.

PUBLISHED BY TITLE ONLY the xx day of May 2026.

EFFECTIVE (after publication) the xx day of June 2026.

CITY OF FORT LUPTON, COLORADO

Chris Ceretto, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

Annexation No. 1

A parcel of land, located in the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 24 and assuming the South line of said SE1/4 as bearing North 89°18'44" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.27 feet with all other bearings contained herein relative thereto;
THENCE North 89°18'44" East along the South line of said SE1/4 a distance of 201.54 feet;
The following Ten (10) courses and distances are along the West side of Lupton Bottom Ditch as described in that Bargain and Sale Deed recorded January 23, 2024 at Reception No. 4950904 of the Records of Weld County;
THENCE North 01°21'17" East a distance of 30.02 feet to the Northerly line of Everist Annexation No. 1 recorded August 1, 2013 at Reception No. 3952540 of the Records of Weld County and to the POINT OF BEGINNING;

THENCE North 01°21'17" East a distance of 56.23 feet;
THENCE North 08°31'52" West a distance of 41.34 feet;
THENCE North 21°22'35" West a distance of 115.29 feet;
THENCE North 31°26'31" West a distance of 43.83 feet;
THENCE North 40°12'05" West a distance of 31.61 feet;
THENCE North 44°56'23" West a distance of 60.44 feet;
THENCE North 46°39'27" West a distance of 71.44 feet;
THENCE North 41°58'09" West a distance of 14.99 feet;
THENCE North 34°17'11" West a distance of 15.10 feet to the East line of said SE1/4;
THENCE North 00°08'38" West along said East line a distance of 530.76 feet to the West side of said Lupton Bottom Ditch;
The following Five (5) courses and distances are along the West side of Lupton Bottom Ditch;
THENCE North 19°05'56" East a distance of 108.39 feet;
THENCE North 18°16'04" East a distance of 121.08 feet;
THENCE North 05°31'53" West a distance of 59.75 feet;
THENCE North 12°50'27" West a distance of 133.56 feet;
THENCE North 07°25'34" West a distance of 307.67 feet;
THENCE South 44°30'05" East a distance of 1317.73 feet;
THENCE South 02°00'50" East a distance of 676.04 feet to the Northerly line of said Everist Annexation No. 1;
THENCE South 89°18'44" West along said Northerly line a distance of 741.05 feet to the POINT OF BEGINNING.

Said described parcel of land contains 989,315 Square Feet or 22.712 Acres, more or less (\pm), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

Annexation No. 2

A parcel of land, located in the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 24 and assuming the South line of said SE1/4 as bearing North 89°18'44" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.27 feet with all other bearings contained herein relative thereto;

THENCE North 00°08'38" West along the West line of said SE1/4 a distance of 1656.80 feet to the Northwest corner of Fort Lupton North Annexation No. 1 and to the POINT OF BEGINNING;

THENCE North 00°08'38" West continuing along the West line of said SE1/4 a distance of 968.06 feet to the Center Quarter corner of said Section 24;

THENCE North 89°36'39" East along the North line of said SE1/4 a distance of 858.79 feet;

THENCE South 02°00'50" East a distance of 1914.93 feet to the Northeast corner of said Fort Lupton North Annexation No. 1;

THENCE North 44°30'05" West along the North line of said Fort Lupton North Annexation No. 1 a distance of 1317.73 feet to the POINT OF BEGINNING.

Said described parcel of land contains 1,267,852 Square Feet or 29.106 Acres, more or less (\pm), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.



SUBJECT FOR DISCUSSION

Authorize the Notice to Proceed for Lift Station Improvements, Project Cost Estimate is \$108,969.00
Allocated from the Utility Fund Sewer Treatment Department

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This capital project is to purchase and install two new pumps and hoists at the South lift station, and one at the North lift station. This provides redundancy and resilience for the City's two biggest lift stations and will complete the process of updating all the pumps at the lift stations. We will also rebuild one of the old pumps to utilize as a critical spare.

FINANCIAL CONSIDERATIONS

The approved budget for this project is \$200k, and the quote for the completion of this project is \$108,969.00.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

Staff recommends approval of this capital project.

Attachments: Notice to proceed document.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Jacobs
 12285 State Hwy 52
 Fort Lupton, CO 80621
 www.jacobs.com

April 17, 2026

Roy Vestal
 City of Fort Lupton
 130 S McKinley Ave
 Fort Lupton, CO 80621

Subject: Out of Scope Services – Lift Station Improvement

Dear Mr. Vestal:

OMI would like to propose the following out-of-scope services as further defined below. These services will comply with the requirements of the Operations, Maintenance and Management Agreement between Operations Management International, Inc. (OMI) and Fort Lupton Utility Enterprise Board (Owner) dated 6 August 2019.

Scope: OMI will work together with Falcon Environmental to procure and install three submersible 60 hz Sulzer pumps, two at the South Lift Station, and one at the North Lift Station. New power cables will be included and connected to existing MCC. All three pumps being pulled will be assessed for damage and the pump in the best condition will be rebuilt and kept as a critical spare. One of pump guide brackets will be replaced at South Lift Station. We will also install two adjustable hoists at the South Lift Station and one at the North Lift Station. Both lift stations will be completely programmed and operable upon completion of the project.

Term: Services will commence upon the Owner giving OMI notice to proceed. Work is expected to be completed by the end of August 2026.

Price of Services: The price estimate based on time and materials terms is \$108,969.00. All non-labor direct costs will be billed at cost plus 15%.

The price estimate is based on the following assumed labor hours and materials but is subject to change:

Materials/Parts/Subcontractor	Raw Cost
Falcon Environmental	\$94,969.00
Water Technology Group	\$10,000.00
Freight, Contingency	\$4,000.00
Total	\$108,969.00

Billing and Payment Terms: As defined in Section 5 of the Agreement, Owner shall be billed for these services upon completion of the work and payment will be due and payable within twenty (20) days following receipt of OMI's invoice. If during the performance of this scope, OMI encounters unforeseen conditions, Owner to give additional approval for any work exceeding the approved amount, as amended per the above notice-to-proceed. OMI shall retain the right to bill Owner for any additional labor and/or materials needed to complete the scope as intended, as agreed upon by both parties.



Subject: Out of Scope Services – Lift Station Improvement

If these terms are agreeable to you, please sign and return this letter. We will return one fully executed original for your files.

OMI appreciates the opportunity to provide these additional services for the City of Fort Lupton.

Regards

AARON RICHARDSON

Project Manager

720-939-4494

Aaron.Richardson@jacobs.com

City of Fort Lupton

Operations Management International, Inc.

Authorized _____

Authorized _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____



SUBJECT FOR DISCUSSION

Presenting an Ordinance for the Regulation of Traffic for the City of Fort Lupton; Adopting by Reference the 2024 Edition of the “Model Traffic Code” Repealing all Ordinances in Conflict Therewith and Setting the Public Hearing for May 19, 2026

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Chapter 8 of the Fort Lupton Municipal Code contains the City’s traffic laws. The Colorado Department of Transportation (CDOT) publishes the Model Traffic Code (MTC) which contains the majority of the traffic laws enforced by municipalities. The City of Fort Lupton previously adopted the 2010 edition. The proposed ordinance adopts the 2024 edition of the MTC. The ordinance lists provisions added and deleted from the MTC. Nearly all of the deletions relate to the classification of violations as class A or B traffic infractions or misdemeanor traffic offenses, which are classifications at the state level, and not local.

Amendments to Chapter 6, Sections 6-165 and 6-231; Chapter 10, Sec. 10-147; and Chapter 11, Sec. 11-1, reflect current city operations and locations.

Chapter 10, Article II, Sec. 10-28, enacts a new ordinance to assist the Police Department in enforcing repeat violations on/in a location within the City. This initial meeting serves to present the ordinance and set the public hearing date for May 19, 2026.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

The City Council shall:

1. Set the Public Hearing date for the proposed ordinance for May 19, 2026; or
2. Do not set the Public Hearing date and refer the proposed ordinance back to staff for further study and/or discussion.

STAFF RECOMMENDATIONS

Staff recommends setting the Public Hearing date for the proposed ordinance for May 19, 2026.

Attachments: a. Proposed Ordinance

Certification of Council Approval:

Ordinance No. _____

City Clerk

Date

Resolution No. _____

ORDINANCE NO. 2026-XXX
INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING SPECIFIC PROVISION OF THE FORT LUPTON MUNICIPAL CODE

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

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

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

Section 1: Chapter 8, Article I, Sec. 8-1, of the Fort Lupton Municipal Code is hereby amended as follows:

Sec. 8-1. - Adoption.

Pursuant to Parts 1 and 2 of Article 16 of Title 31 and Part 4 of Article 15 of Title 30, C.R.S., there is hereby adopted by reference the 2024 edition of the "Model Traffic Code" promulgated and published as such by the Colorado Department of Transportation, Traffic Safety and Engineering Services, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the City, Town, County. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. One (1) copy of the Model Traffic Code adopted herein are now filed in the office of the Clerk of the City of Fort Lupton, Colorado, and may be inspected during regular business hours.

Section 2: Chapter 8, Article I, Sec. 8-2, of the Fort Lupton Municipal Code is hereby repealed and reenacted as follows:

Sec. 8-2. - Deletions.

The 2024 edition of the Model Traffic Code is adopted as if set out at length save and except the following Articles and/or Sections which are declared inapplicable to this municipality and therefore expressly deleted:

<i>Section</i>	<i>Subject Matter</i>
§106(4.5)(b)(I) (4.5)(b)(II), (5)(a)(I)(F), (5)(a)(II), (5)(a)(III), (5)(a)(IV), (5)(a)(V), (5)(a)(VI), (5)(a)(VII) & (7)	Who may restrict right to use highways
§107	Obedience to police officers (last sentence only: "Any person who violates any provision of this section commits a class 2 misdemeanor traffic offense.")

<i>Section</i>	<i>Subject Matter</i>
§109(13)	Low-power scooters, animals, skis, skates, and toy vehicles on highways
§109.5(3)	Low-speed electric vehicles
§109.6(3)	Class B low-speed electric vehicles – effective date - rules
§114	Removal of traffic hazards
§116(3)	Restrictions for minor drivers - definitions
§117(4)	Personal mobility devices
§201(8)	Obstruction of view or driving mechanism - hazardous situation
§202(5)	Unsafe vehicles – penalty – identification plates
§203(4)	Unsafe vehicles - spot inspections
§204(4)	When lighted lamps are required
§205(4)	Head lamps on motor vehicles
§206(7)	Tail lamps and reflectors - penalty
§207(6)	Clearance and identification
§208(4)	Stop lamps and turn signals - penalty
§209	Lamp or flag on projecting load (last sentence only: "Any person who violates any provision of this section commits a class A traffic infraction.")
§210(4)	Lamps on parked vehicles
§211(8)	Lamps on farm equipment and other vehicles and equipment
§212(5)	Spot lamps and auxiliary lamps
§213(6)	Audible and visual signals on emergency vehicles

Section	Subject Matter
§215(9)	Signal lamps and devices - additional lighting equipment
§216(3)	Multiple-beam road lights - penalty
§217(2)	Use of multiple-beam lights
§218(2)	Single-beam road-lighting equipment
§219	Number of lamps permitted (last sentence only: "Any person who violates any provision of this section commits a class B traffic infraction.")
§220(7)	Low-power scooters - lighting equipment - department control - use and operation
§221(11)	Bicycle, electric scooter, and personal mobility device equipment
§222(1)(a)	Volunteer firefighters - volunteer-ambulance attendants - special lights and alarm systems (last sentence only: "If used for any other purpose, such use shall constitute a violation of this subsection (1), and the violator commits a class B traffic infraction.")
§223(3)	Brakes - penalty
§225(3)	Mufflers - prevention of noise
§226(3)	Mirrors - exterior placements
§227(3)	Windows unobstructed - certain materials prohibited - windshield wiper requirements
§228(8)	Restrictions on tire equipment
§229(5)	Safety glazing material in motor vehicles
§230(5)	Emergency lighting equipment - who must carry
§231	Parking lights (last sentence only: "Any person who violates any provision of this section commits a class B traffic infraction.")
§232(4)	Minimum safety standards for motorcycles, autocycles, and low-power scooters

<i>Section</i>	<i>Subject Matter</i>
§233(3)	Alteration of suspension system
§234(4)	Slow-moving vehicles – display of emblem
§236(7)	Child restraint systems required - definitions - exceptions
§237(4)	Safety belt systems - mandatory use - exemptions penalty - definitions
§238(3)	Blue and red lights - illegal use or possession
§239(5) & (5.5)	Misuse of a wireless telephone - definitions - penalty - preemption
§240	Low-speed electric vehicle equipment requirements (last sentence only: "Any person who operates a low-speed electric vehicle in violation of this section commits a class B traffic infraction.")
§241(2)	Unlawful removal of tow-truck signage – unlawful usage of tow-truck signage
§242(3)(b)	Automated driving systems – safe harbor (first sentence only: "A person violates this subsection (3) commits a class B traffic infraction.")
§502(6)	Width of vehicles
§503	Projecting loads on passenger vehicles (last sentence only: "A person who violates any provision of this section commits a class B traffic infraction.")
§504(7)	Height and length of vehicles
§505(5)	Longer vehicle combinations
§506(4)	Trailers and towed vehicles
§507(6)	Wheel and axle loads
§510(b)(1)	Permits for excess size and weight and for manufactured homes – rules – definition (last two sentences only: "All local permits shall be issued in the discretion of the local authority pursuant to ordinances or resolutions adopted in accordance with section 511. Any

Section	Subject Matter
	ordinances or resolutions of local authorities shall not conflict with this section.”)
§511	Permit standards – state and local
§512(3)	Liability for damage to highway
§602(2)	Local traffic control devices
§603(5)	Obedience to official traffic control devices
§604(2)	Traffic control signal legend
§605(3)	Flashing signals
§606(3)	Display of unauthorized signs or devices
§607(1)(a)	Interference with official devices (last sentence only: "Except as otherwise provided in subsection (2) of this section, any person who violates any provision of this paragraph (a) commits a class B traffic infraction.")
§607(1)(b)	Interference with official devices (last sentence only: "A person who violates any provision of this paragraph (b) commits a class B traffic infraction.")
§607(2)(a)	Interference with official devices (last sentence only: "Except as otherwise provided in paragraph (b) of subsection (2), a person who violates any provision of this paragraph (a) commits a class A traffic infraction.")
§607(2)(b)	Interference with official devices
§608(3)	Signals by hand or signal device
§609(2)	Method of giving hand and arm signals
§610	Unauthorized insignia (last sentence only: "Any person who violates any provision of this section commits a class B traffic infraction.")
§611(2)	Paraplegic persons or persons with disabilities - distress flag

<i>Section</i>	<i>Subject Matter</i>
§612(3)	When signals are inoperative or malfunctioning
§617	Steep downhill grade zones – increase in penalties and surcharges for speeding violations – definitions
§701(3)	Vehicles approaching or entering intersection
§702	Vehicle turning left (last sentence only: "Any person who violates any provision of this section commits a class A traffic infraction.")
§703(5)	Entering through highway - stop or yield intersection
§704	Vehicles entering roadway (last sentence only: "Any person who violates any provision of this section commits a class A traffic infraction.")
§705(3)	Operation of vehicle approached by emergency vehicle - operation of vehicle approaching stationary emergency vehicle
§706(3)	Obedience to railroad signal
§707(6)	Certain vehicles must stop at railroad grade crossings
§708(6)	Moving heaving equipment at railroad grade crossing
§709	Stop when traffic obstructed (last sentence only: "Any person who violates any provision of this section commits a class A traffic infraction.")
§710(4)	Emerging from or entering alley, driveway, or building
§711(3)	Driving on mountain highways
§712(3)	Driving in highway work area
§715(4)	Yielding right-of-way in roundabouts - definitions
§801(4)	Pedestrian obedience to traffic control devices and traffic regulations
§802(6)	Pedestrians' right-of-way in crosswalks

Section	Subject Matter
§803(5)	Crossing at other than crosswalks
§805(9)	Pedestrians walking or traveling in a wheelchair on highways
§806	Driving through safety zone prohibited (last sentence only: "Any person who violates any provision of this section commits a class A traffic infraction.")
§807	Drivers to exercise due care (last sentence only: "Any person who violates any provision of this section commits a class A traffic infraction.")
§808	Drivers and pedestrians, other than persons in wheelchairs, to yield to persons with disabilities (last sentence only: "Any person who violates any provision of this section commits a class A traffic offense.")
§901(3)	Required position and method of turning
§902(4)	Limitations on turning around
§903(5)	Turning movements and required signals
§1001(4)	Drive on right side - exceptions
§1002(3)	Passing oncoming vehicles
§1003(2)	Overtaking a vehicle on the left
§1004(3)	When overtaking on the right is permitted
§1005(5)	Limitations on overtaking on the left
§1006(4)	One-way roadways and rotary traffic islands
§1007(3)	Driving on roadways laned for traffic
§1008(4)	Following too closely
§1009(3)	Coasting prohibited
§1010(4)	Driving on divided or controlled-access highways

Section	Subject Matter
§1011(3)	Use of runaway vehicle ramps
§1012(3)(b)	High occupancy vehicle (HOV) and high occupancy toll (HOT) lanes
§1013(3)	Passing lane - definitions - penalty
§1101(12)	Speed limits
§1103(5)	Minimum speed regulation
§1104(4)	Speed limits on elevated structures
§1105(1)(c)	Speed contests - speed exhibitions - aiding and facilitating - immobilization of motor vehicle - definitions
§1105(2)(c)	Speed contests - speed exhibitions - aiding and facilitating - immobilization of motor vehicle - definitions
§1105(5)(a)(I) & (II)	Speed contests - speed exhibitions - aiding and facilitating - immobilization of motor vehicle - definitions
§1105(8)(c)	Speed contests - speed exhibitions - aiding and facilitating - immobilization of motor vehicle - definitions
§1201	Starting parked vehicle (last sentence only: "Any person who violates any provision of this section commits a class A traffic infraction.")
§1202(2)	Parking or abandonment of vehicles
§1203	Ski areas to install signs
§1204(7)	Stopping, standing, or parking prohibited in specified places
§1205(4)	Parking at curb or edge of roadway
§1206(2)	Unattended motor vehicle - definitions
§1207	Opening and closing vehicle doors (last sentence only: "Any person who violates any provision of this section commits a class B traffic infraction.")

Section	Subject Matter
§1208(3)(e), (4)(b) & (6)(k)	Reserve parking for persons with disabilities – applicability - rules
§1210	Designated areas on private property for authorized vehicles
§1211(2)	Limitations on backing
§1213(4)	Parking in electric motor vehicle charging stations
§1402(2)	Careless driving - penalty
§1402.5(3)	Vulnerable road user – prohibition – violations and penalties - definition
§1403	Following fire apparatus prohibited (last sentence only: "Any person who violates any provision of this section commits a class A traffic infraction.")
§1404	Crossing fire hose (last sentence only: "Any person who violates any provision of this section commits a class B traffic infraction.")
§1405	Riding in trailers (last sentence only: "Any person who violates any provision of this section commits a class B traffic infraction.")
§1406(5)	Foreign matter on highway prohibited
§1407(3)	Spilling loads on highways prohibited – prevention of spilling of aggregate, trash, or recyclables
§1407.5(4)	Splash guards - when required
§1408(3)	Operation of motor vehicles on property under control of or owned by parks and recreation districts
§1409(9)	Compulsory insurance – penalty – legislative intent
§1410.5(2) & (3)	Providing false evidence of proof of motor vehicle insurance - penalty
§1411(2)	Use of earphones while driving
§1412(12)	Operation of bicycles and other human-powered vehicles

<i>Section</i>	<i>Subject Matter</i>
§1414(2)	Use of dyed fuel on highways prohibited
§1415(4)	Radar jamming devices prohibited - penalty
§1416(3)	Failure to present a valid transit pass or coupon – fare inspector authorization - definitions
§1502(5)	Riding on motorcycles - protective helmet
§1503(6)	Operating motorcycles and autcycles on roadways laned for traffic
§1504	Clinging to other vehicles (last sentence only: "Any person who violates any provision of this section commits a class A traffic infraction.")
Part <u>17</u>	Penalties and Procedures
Part <u>18</u>	Vehicles Abandoned On Public Property
§1903(6)	School buses - stops - signs - passing
§1904(3)	Regulations for school buses - regulations for discharge of passengers - penalty – exception
Article II, Definitions	
(11)	Business district
(80)	Residence district

Section 3: Chapter 8, Article I, Sec. 8-3, of the Fort Lupton Municipal Code is hereby repealed and reenacted as follows:

Sec. 8-3. - Additions or modifications.

The said adopted Code is subject to the following additions or modifications:

(1) **Model Traffic Code, Section 103(2)(b). Scope and effect of Code - exceptions to provisions,** is amended as follows:

"(b) For provisions of sections 1211, 1401, 1402, and 1413 of this Code which shall apply upon streets and highways and elsewhere throughout the jurisdiction."

(2) **Section 119 Driving under restraint,** is enacted as follows:

"(1) It is unlawful for any person to drive a motor vehicle or off-highway vehicle upon any roadway or highway with knowledge that the person's license or privilege to drive, either as a resident or a non-

resident, is under restraint for any reason.

(2) For the purposes of this section “knowledge” means actual knowledge of any restraint from whatever source or knowledge of circumstances sufficient to cause a reasonable person to be aware that such person’s license or privilege to drive was under restraint. “Knowledge” does not mean knowledge of a particular restraint or knowledge of the duration of the restraint.

(3) “Restraint” or “restrained” means any denial, revocation, or suspension of a person’s license or privilege to drive a motor vehicle in this state or another state.

(4) Prima facie evidence of restraint may be established by certification that a notice was mailed by first class-mail pursuant to C.R.S. 42-1-119(2) to the last known address of the defendant, or by the delivery of such notice to the last known address of the defendant, or by personal service of such notice upon the defendant.”

(3) **Section 214(6)(a) Visual signals on service vehicles**, is amended as follows:

“(6)(a) Any person who violates any provision of this section commits a traffic infraction; a person commits a traffic infraction if the person passes an authorized service vehicle snowplow that is operated by a state, county, or local government, displaying lights as authorized in subsection (1) of this section, and performing its service function in echelon formation with one or more other such snowplows.”

(4) **Section 224(6)(a) Horns or warning devices**, is amended as follows:

“(6)(a) Any person who violates any provision of this section commits a traffic infraction; a person commits a traffic infraction if the person passes an authorized service vehicle snowplow that is operated by a state, county, or local government, displaying lights as authorized in section 42-4-214, and performing its service function in echelon formation with one or more other such snowplows.”

(5) **Section 235 Minimum standards for commercial vehicles – motor carrier safety fund – created – definition - rules**, is amended as follows:

“(1) A police officer may, at any time, require the driver of any commercial vehicle, as defined in section 42-4-235, C.R.S., to stop so that the officer may inspect the vehicle and all required documents for compliance with the current rules and regulations promulgated by the Colorado Department of Public Safety, Colorado Code of Regulations Volume 8, 1507-1 Minimum Standards for the Operation of Commercial Vehicles.

(2) A police officer may immobilize, impound, or otherwise direct the disposition of a commercial vehicle when it is determined that the motor vehicle or operation thereof is unsafe and when such immobilization, impoundment, or disposition is appropriate under the current rules and regulations promulgated by the Colorado Department of Public Safety, Colorado Code of Regulations Volume 8, 1507-1 Minimum Standards for the Operation of Commercial Vehicles.”

(6) **Section 239, Misuse of wireless telephone – Definitions – Penalty preemption**, is amended as follows

“(2) A person under eighteen years of age shall not use a wireless telephone while operating a motor vehicle. This subsection (2) does not apply to acts specified in subsection (4) of this section.”

(7) **Section 243, Unlawful to use engine brakes**, is enacted as follows:

"It shall be unlawful for any vehicle to use an engine brake (also known as jake brake) anywhere within the City, except on the traveled through lanes, turn lanes and shoulders of U.S. Highway 85."

(8) **Section 244, License plates**, is enacted as follows:

"(1) License plate required. It shall be unlawful for any person to drive, stop or park or for the owner or person in charge of any vehicle to cause or knowingly permit such vehicle to be driven, stopped or parked on any street or highway within the city or any property owned by the city, any vehicle that has been issued a license plate or plates pursuant to Colorado law, unless the vehicle's license plate or plates for the current registration year are properly attached to and displayed on the vehicle in accordance with Colorado law.

(2) For the purposes of this section "license plate" includes standardized plates, personalized plates, special plates, military plates and all other plates both permanent and temporary issued pursuant to Colorado law."

(9) **Section 501, Size and weight violations - penalty**, is amended with the addition of the second paragraph as follows:

"Notwithstanding any provision of this code to the contrary, when official signs are erected giving notice thereof, no person shall operate any vehicle with a weight limit in excess of the amounts specified on such signs at any time upon any of the streets or parts thereof or upon any of the bridges or viaducts posted as heretofore provided."

(10) **Section 508(4), Vehicles weighed - excess removed**, is amended as follows:

"(4) Any person who drives a vehicle or owns a vehicle in violation of any provisions of this section commits a traffic infraction."

(11) **Section 509(3), Vehicles weighed - excess removed**, is amended as follows:

"(3) Any driver of a vehicle who fails or refuses to stop and submit the vehicle and load to a weighing or who fails or refuses when directed by an officer upon a weighing of the vehicle to stop the vehicle and otherwise comply with the provisions of this section commits a traffic infraction."

(12) **Section 510(12), Permits for excess size and weight and for manufactured homes – rules - definition**, is amended as follows:

"(12) Local authorities may by resolution impose annual permit, single trip permits and overlength, over width and over height permit fees."

(13) **Section 611(3), Paralegic persons or persons with disabilities – distress flag**, is amended as follows:

"(3) Any person who is not a paralegic person or a person with a disability who uses such flag as a signal or for any other purpose commits a traffic infraction."

(14) **Section 613, Fair to pay toll established by regional transportation authority**, is amended as follows:

"Any person who fails to pay a required fee, toll, rate, or charge established by a regional transportation authority created pursuant to part 6 of Code 4 of title, 43, C.R.S., for the privilege of traveling on or using any property included in a regional transportation system pursuant to part 6 of Code 4 of title 43, C.R.S., commits a traffic infraction."

(15) **Section 614(1)(a), Designation of highway maintenance, repair, or construction zones - signs - increase in penalties for speeding violations**, is amended as follows:

"(1)(a) If maintenance, repair, or construction activities are occurring or will occur within four hours on a portion of a state highway, the department of transportation may designate such portion of the highway as a highway maintenance, repair, or construction zone. Any person who commits any traffic infraction or traffic offense in a maintenance, repair, or construction zone that is designated pursuant to this section is subject to increased penalties as provided at Fort Lupton Municipal Code §8-4, as amended."

(16) Section 614(1)(b), Designation of highway maintenance, repair, or construction zones - signs - increase in penalties for speeding violations, is amended as follows:

"(1)(b) If maintenance, repair, or construction activities are occurring or will occur within four hours on a portion roadway that is not a state highway, the public entity conducting the activities may designate such portion of the roadway as a highway maintenance, repair, or construction zone. Any person who commits any traffic infraction or traffic offense in a maintenance, repair, or construction zone that is designated pursuant to this section is subject to increased penalties as provided at Fort Lupton Municipal Code §8-4, as amended."

(17) Section 615(1), School zones - increase in penalties for moving traffic violations, is amended as follows:

"(1) Any person who commits a traffic infraction or a traffic offense in a school zone is subject to increased penalties as provided at Fort Lupton Municipal Code §8-4, as amended."

(18) Section 616(1), Wildlife crossing zones – increase in penalties for moving traffic violations, is amended as follows:

"(1) Except as described by subsection (4) of this section, a person who commits a moving traffic violation in a wildlife crossing zone is subject to increased penalties as provided at Fort Lupton Municipal Code §8-4, as amended.

(4)(a) The person who commits a moving traffic violation in a wildlife crossing zone is already subject to increased penalties for said violation pursuant to section §8-4 of the Fort Lupton Municipal Code, as amended "

(19) Section 714, Bicyclist or other authorized user in bicycle lane, is amended as follows:

"(2)(a) Any person who violates subsection (1) commits a traffic infraction.

(b) (Deleted).

(3) For the purposes of this section "bicycle lane" means a portion of the roadway that has been designated by striping, signage, or other pavement markings for the exclusive use of bicyclists or other authorized users of bicycle lanes. Bicycle lane includes an intersection if the bicycle lane is marked on opposite sides of the intersection."

(20) Section 901, Required position and method of turning, is amended by amended as follows:

"(1)(a) Right turns. Both the approach for a right turn and a right turn shall be made as close as practicable to the right-hand curb or edge of the roadway. Unless double turn lanes are clearly marked by official signs, it shall be unlawful for the driver of a vehicle to make a right turn into any traffic lane other than the right-most lane of the traffic of the road onto which the turn is made.

Left turns. The driver of a vehicle intending to turn left shall approach the turn in the extreme left-hand lane lawfully available to traffic moving in the direction of travel of such vehicle. Unless double turn lanes are clearly marred by official signs, it shall be unlawful for the driver of a vehicle to make a left turn into any traffic lane other than the left-most lane of traffic lawfully available to traffic moving in the direction of travel of such vehicle.”

(21) **Section 1012(3)(a), High occupancy vehicle (HOV) and high occupancy toll (HOT) lanes - penalty**, is amended as follows:

“(3)(a) Any person who uses a high occupancy vehicle lane in violation of restrictions imposed by local authorities commits a traffic infraction.”

(22) **Section 1101, Speed limits**, is amended as follows:

“(1) No person shall drive a vehicle on a highway, street or alley at a speed greater than is reasonable and prudent under the conditions then existing.

(2)(c) Twenty-five miles per hour in any residence district, as defined in section 42-1-102 (80) CRS, unless otherwise posted.

(2)(i) Fifteen miles per hour in any alley.

(2)(j) Twenty-five miles per hour on any street not posted with a speed limit sign.

(5) In every charge of violating subsection (1) of this section, the complaint, summons and complaint, or penalty assessment notice shall specify the speed at which the defendant is alleged to have driven and also the maximum lawful speed limit applicable at the specified time and location of the alleged violation.”

(23) **Section 1102(6), Altering of speed limits – department to study rural state highways and increase speed limits – definitions – repeal**, is amended as follows:

“(1)(a) Whenever local authorities determine upon the basis of a traffic investigation or survey or upon the basis of appropriate design standards and projected traffic volumes in the case of newly constructed highways or segments thereof that any speed specified or established as authorized under sections 1101 to 1104 is greater or less than the maximum lawful speed limit under the road and traffic conditions at any intersection or other place or upon any part of a state highway under its jurisdiction, said local authority shall determine and declare a reasonable and safe speed limit thereat which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or upon the approaches thereto; except that no speed limit in excess of seventy-five miles per hour shall be authorized by said local authority.

(2) Whenever county or municipal authorities within their respective jurisdictions determine upon the basis of a traffic investigation or survey, or upon the basis of appropriate design standards and projected traffic volumes in the case of newly constructed highways or segments thereof, that any speed specified or established as authorized under sections 1101 to 1104 is greater or less the maximum lawful speed limit under the road and traffic conditions at any intersection or other place or upon any part of a street or highway in its jurisdiction, said local authority shall determine and declare a reasonable and safe speed limit thereat which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or upon the approaches thereto. No such local authority shall have the power to alter the basic rules set forth in section 1101(1) or in any event to authorize by resolution or ordinance a speed in excess of seventy-five miles per hour.

(3) Local municipal authorities within their respective jurisdictions shall determine upon the basis of a traffic investigation or survey the proper speed for all arterial streets and shall declare the maximum lawful speed limit thereon which may be greater or less than the speed specified under section 1101(2)(b) or (2)(c). Such speed limit shall not exceed seventy-five miles per hour and shall become effective when appropriate signs are erected giving notice thereof. For purposes of this subsection (3), an “arterial street” means any United States or state-numbered route, controlled-access highway, or other major radial or circumferential street or highway designated by local authorities within their respective jurisdictions as part of a major arterial system of streets or highways.

(6) In its discretion, a municipality, may impose and enforce stop sign regulations and speed limits, not inconsistent with the provisions of sections 1101 to 1104, upon any way which is open to travel by motor vehicles and which is privately maintained in mobile home parks, apartment complex, condominium complex or townhouse complex, when appropriate signs giving notice of such enforcement are erected at the entrances to such ways. Unless there is an agreement to the contrary, the jurisdiction ordering the regulations shall be responsible for the erection and maintenance of the signs.”

(24) **Section 1204, Stopping, standing, or parking prohibited in specified places**, is amended as follows:

"(1)(l) At any other place where yellow or red curb markings prohibit stopping.

(2)(g) At any other place where yellow or red curb markings prohibit standing.

(3)(c) At any other place where yellow or red curb marking prohibit parking.

(8) No person shall stop, stand or park any vehicle upon any private property without the consent of the owner, lessee or person in possession of such property.”

(25) **Section 1209, Owner liability for parking violations**, is amended with the addition of the second paragraph as follows:

“In any prosecution charging a violation of any provision of this Part 12 governing the stopping, standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such regulation, together with proof that the defendant named in the complaint was at the time of such parking the registered owner of such vehicle, shall constitute an evidentiary prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the location where, and for the time during which, such violation occurred.”

(26) **Section 1211(1)(a), Limitations on backing**, is amended as follows:

"(1)(a) The driver of a vehicle, whether on public or private property which is used by the general public for parking purposes, shall not back the same unless such movement can be made with safety and without interfering with other vehicles or traffic. "

(27) **Section 1213(1)(a), Parking in electric motor vehicle charging stations**, is amended as follows:

"(1)(a) For the purposes of this section, "official sign" means a sign identifying a parking space for electric motor vehicle charging that cites this section and that clearly displays the penalties for violating this section or the equivalent local ordinance."

(28) **Section 1214, Unlawful truck parking**, is enacted as follows:

"(1) It shall be unlawful for any person to park a truck or trailer on any street or alley within the City off of any designated truck route, which includes:

(a) First Street east and west through the City;

(b) Denver Avenue north from Highway 52 (First Street) through the City.

(2) It shall be unlawful for any person to park any truck or trailer on any street, highway or alley in the City for more than twenty-four (24) hours.

(3) It shall be unlawful for any person to park any truck or trailer within fifty (50) feet of any intersection or alley within the City.

(4) It shall be unlawful for any person to drop, park, place or store any commercial trailer, truck-trailer or semi-trailer separated from the truck tractor on any street, highway or alley within the City.

(5) It shall be unlawful for any person to store any hazardous material in any truck, truck-trailer, semi-trailer requiring a hazardous material placard anywhere in the City.

(6) This section shall not apply to authorized emergency vehicles.

(7) 'Truck' or 'trailer' shall mean any commercial truck, road truck tractor, semitrailer, tractor-trailer, commercial trailer, or any vehicle having more than two axles, but 'truck' does not include any pickup truck, whether or not marked or used as a commercial vehicle. The term 'truck' shall include any truck with a mounted boom(s) and tow trucks, whether or not marked as a commercial vehicle, except those trucks used as public utility trucks shall not be included within the definition of 'truck' as used herein (such as United Power, Xcel Energy, Comcast Cable and City utility trucks). This exclusion does not exempt such vehicles from other parking regulations established by the City."

(29) **Section 1409, Compulsory insurance – penalty – legislative intent**, is amended as follows:

"(4)(a) Any person who violates the provisions of subsection (1), (2), or (3) of this section commits a traffic offense. The minimum fine imposed shall be mandatory and the defendant shall be punished by a minimum mandatory fine of not less than five hundred dollars. The court may suspend up to one half of the fine upon a showing that appropriate insurance as required pursuant to section 10-4-619 or 10-4-624, has been obtained. Nothing in this paragraph (a) shall be construed to prevent the court from imposing a fine greater than the minimum mandatory fine.

(b) Upon a second or subsequent conviction under this section within a period of five years following a prior conviction under this section, the defendant shall be punished by a minimum mandatory fine of not less than one thousand dollars, and the court shall not suspend such minimum fine. The court or the court collections' investigator may establish a payment schedule for a person convicted of the provisions of subsection (1), (2), or (3) of this section, and the provisions of section 16-11-101.6, shall apply. The court may suspend up to one half of the fine upon a showing that appropriate insurance as required pursuant to section 10-4-619 or 10-4-624, has been obtained."

(30) **Section 1413, Eluding or attempting to elude a police officer**, is amended as follows:

" Any operator of a motor vehicle who an officer has reasonable grounds to believe has violated a state law or municipal ordinance, who has received a visual or audible signal such as a red light or a siren from a police officer driving a marked vehicle showing the same to be an official police, sheriff, or Colorado state patrol car directing the operator to bring the operator's vehicle to a stop, and who willfully increases their speed or extinguishes their lights in an attempt to elude such police officer, or willfully attempts in any other manner to elude the police officer, or does elude such police officer commits a traffic offense."

(31) **Section 1417, Nuisance exhibition of motor vehicle exhaust prohibited**, is enacted as follows:

"(1)(a) It shall be unlawful for any person to engage in a nuisance exhibition of motor vehicle exhaust, which is the knowing release of soot, smoke, or other particulate emissions from a motor vehicle with a gross vehicle weight rating of fourteen thousand pounds or less into the air and onto roadways, other motor vehicles, bicyclists, or pedestrians, in a manner that obstructs or obscures another person's view of the roadway, other users of the roadway, or a traffic control device or otherwise creates a hazard to a driver, bicyclist, or pedestrian.

(b) The prohibition set forth in subsection (1)(a) of this section does not apply to:

1. A commercial vehicle, as defined in Appendices Definitions (17.5).
2. A common carrier, as defined in C.R.S. Section 40-1-102(3)(a)(I).
3. A motor carrier, as defined in C.R.S. Section 40-10.1-101(10).
4. A motor carrier of passengers permitted pursuant to C.R.S. Section 40-10.1-302.
5. A motor carrier of towed motor vehicles permitted pursuant to C.R.S. Section 40-10.1-401.
6. A motor carrier of household goods, permitted pursuant to C.R.S. Section 40-10.1-502.
7. A motor vehicle used for agricultural purposes; or
8. Any other vehicle used for commercial activities."

(32) **Section 1418, Regulation of traffic across private property**, is enacted as follows:

"(1) It is unlawful for any person to drive a motor vehicle from a public highway or roadway or any public way of this city over, across or through any private property to avoid traffic control signals or traffic control devices or as a route or shortcut from one public highway or roadway or any public way to another.

(2) As used in this section, "private property" includes, but is not limited to, any property not designated as a public roadway, highway, street or public way, alley, right-of- way or easement.

(3) It is an affirmative defense to a charge of violation of this section that the person charged is the owner of the property or the owner of a leasehold, possessory interest or easement in or to the property through or across which the motor vehicle is driven."

(33) **Section 1419, Drivers license required**, is enacted as follows:

"(1) Except as otherwise provided in C.R.S. 42-4-401 et seq., for commercial drivers, no person shall drive any motor vehicle upon any roadway unless such person has been issued a currently valid driver's or minor driver's license or an instruction permit by the State's Department of Revenue.

(2) No person shall drive any motor vehicle upon a highway if such person's driver's or minor driver's license has been expired for one year or less and such person has not been issued another such license by the State's Department of Revenue or by another state or country subsequent to such expiration.

(3) No person shall drive any motor vehicle upon a highway unless such person has in their immediate possession a current driver's or minor driver's license or an instruction permit issued by the State's Department of Revenue.

(4) No person who has been issued a currently valid driver's or minor driver's license or an instruction permit shall drive a type or general class of motor vehicle upon a highway for which such person has not been issued the correct type or general class of license or permit.

(5) No person who has been issued a currently valid driver's or minor driver's license or an instruction permit shall operate a motor vehicle upon a highway without having such license or permit in such person's immediate possession.

(6) A charge of a violation of subsection (2) of this section shall be dismissed by the court if the defendant elects not to pay the penalty assessment and, at or before the defendant's scheduled court appearance, exhibits to the court a currently valid driver's or minor driver's license.

(7) A charge of a violation of subsection (5) of this section shall be dismissed by the court if the defendant elects not to pay the penalty assessment and, at or before the defendant's scheduled court appearance, exhibits to the court a currently valid license or permit issued to such person or an officially issued duplicate thereof if the original is lost, stolen or destroyed.

(8) The conduct of a driver of a motor vehicle which would otherwise constitute a violation of this section is justifiable and not unlawful when:

(a) It is necessary as an emergency measure to avoid an imminent public or private injury which is about to occur by reason of a situation occasioned or developed through no conduct of said driver and which is of sufficient gravity that, according to ordinary standards of intelligence and morality, the desirability and urgency of avoiding the injury clearly outweighs the desirability of avoiding the injury sought to be prevented by this section or;

(b) The person is exempt from the requirements of a valid driver's license as set forth in C.R.S. 4-2-102.

(9) The issue of justification or exemption is an affirmative defense. As used in this subsection (9), “affirmative defense” means that, unless the city’s evidence raises the issue involving the particular defense, the defendant, to raise the issue, shall present some credible evidence of that issue. If the issue involved in an affirmative defense is raised, then the ability of the defendant must be established beyond a reasonable doubt as to that issue as well as all other elements of the traffic infraction.”

Section 4: Chapter 8, Article I, Sec. 8-4, of the Fort Lupton Municipal Code is amended as follows:

Section 8-4 Penalties, is amended as follows:

“(d) Penalties for traffic infractions or offenses in a maintenance, repair or construction zone designated pursuant to Section 614 of the Model Traffic Code, 2024 Edition, shall be double the penalty for such violation as set forth in this Section.

(h) Penalties for traffic infractions or offenses in a wildlife crossing zone designated pursuant to Section 616 of the Model Traffic Code, 2024 Edition, shall be double the penalty for such violation as set forth in this Section.

(i) Penalties for stopping, standing or parking in a designated fire lane, as designated by the City, shall be one hundred twenty dollars (\$120.00) for the first violation. In sentencing a defendant for any subsequent violation of the Model Traffic Code, Section 1204, the Court may increase the penalty.”

Section 5: Chapter 6, Article IX, Sec. 6-231, of the Fort Lupton Municipal Code is hereby amended as follows:

Section 6-231 General provisions, is amended as follows

“The skate park at Community Center Park, and any other subsequently built or maintained by the City, shall be open to the public for use only under such terms as set forth herein or as later adopted by resolution of the City Council.”

Section 6: Chapter 10, Article II, Sec. 10-28, of the Fort Lupton Municipal Code is hereby enacted as follows:

Section 10-28 Public Nuisance, is enacted to add as follows

“It shall be the policy of the City of Fort Lupton that every public nuisance shall be unlawful, and shall be restrained, prevented, abated and enjoined.

The following shall be deemed to be a public nuisance:

(a) The conducting or maintaining of any business, occupation, operation or activity prohibited by statute or by ordinance.

(b) The continuous or repeated conducting or maintaining of any business, occupation, operation, activity, building, land or premises in violation of statute or ordinance.

(c) Any building, structure or land open to or used by the general public, the condition of which presents a substantial danger or hazard to public health or safety.

(d) Any unlawful pollution or contamination of any surface or subsurface waters in this City, or of the air, or of any water, substance or material intended for human consumption.

(e) Any activity, operation or condition which, after being ordered abated, corrected or discontinued by a lawful order of an agency or officer of the City of Fort Lupton, the Fort Lupton Fire Protection District, the Weld County Health Department, or the County of Weld continues to be conducted or continues to exist in violation of statute or ordinance or in violation of any regulation of the City of Fort Lupton, the Fort Lupton Fire Protection District, the Weld County Health Department, the County of Weld, or the State of Colorado.

(f) Any activity, operation, condition, building, structure, place, premises or thing which is injurious to the health or safety of the citizens of Fort Lupton, or which is indecent or offensive to the senses, so as to interfere with the comfortable enjoyment of life or property.

(g) Any nuisance defined or declared as such by statute or ordinance.”

Section 7: Chapter 10, Article VII, Sec. 10-147, of the Fort Lupton Municipal Code is hereby repealed and reenacted as follows:

Section 10-147 Vehicles as dwelling, is amended as follows

“It shall be unlawful for any person to use or for any owner or lessee of real property to permit upon that property the use of any vehicle as a dwelling within the City. The word vehicle as used herein shall mean any truck, bus, automobile, motor home, mobile home or trailer, but does not include mobile homes used as dwellings in the areas of the City zoned for that purpose.

It shall be an affirmative defense to the offense under this Section if the defendant obtained temporary permit under such restrictions as may be set by the City for temporary occupancy for construction purposes and vacation travelers.”

Section 8: Chapter 11, Article I, Sec. 11-1, of the Fort Lupton Municipal Code is hereby repealed and reenacted as follows:

Section 11-1 Removal of snow, is amended to add as follows

“(1) It shall be unlawful for any owner, or the agent or the tenant of such owner, of any lot, block or parcel of land within the City to allow any snow, sleet, ice, dirt, debris or any other obstruction to accumulate or to remain upon any sidewalk adjoining such lot, block or parcel of land within the City, longer than twenty-four (24) hours from the time of the last accretion of such snow, sleet, ice, dirt, debris or other obstruction.

(2) Any person violating the provisions of this section shall, upon conviction be punished in accordance to Fort Lupton Municipal Code, Chapter 1 Article IV Section 1-72 and 1-73, and as the Municipal Judge may determine. The City Administrator may waive removal time requirements on a case by case basis related to valid hardship and circumstances.”

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 19th day of May 19, 2026.

PUBLISHED in the Fort Lupton Press the 28th day of May 2026.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this _____ day of _____, 202__.

EFFECTIVE (after publication) the _____ day of _____, 202__.

CITY OF FORT LUPTON, COLORADO

Chris Ceretto, Mayor

ATTEST:

Maricela Peña
City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving a Resolution for the Second Amendment to the Existing L.G. Everist Annexation Agreement

SUMMARY STATEMENT/BACKGROUND DISCUSSION

L.G. Everist has agreed to amend the original Annexation Agreement for the second time pertaining to the mining operations to strike and amend certain sections.

Staff and the applicant acted under the assumption that the original annexation agreement, reception number 3952539, was the current version of the agreement. Specific recommendations and conditions of approval in the Special Use Permit, resolution number 2025R059, were brought to Planning and Commission and City Council on December 2nd, 2025 striking and amending specific language in that original annexation agreement.

In early February, while working with the applicant on finalizing these amendments to the annexation agreement to bring it back before Council, staff became aware that there was already one amendment signed and approved on April 27, 2015, and recorded at reception number 4103214.

The amendments made in this 2015 amendment had revised portions of the agreement staff was presently proposing to change, but had added new sections of language that needed to be removed instead.

Staff has cleaned up the language being removed and replaced and added to the resolution as conditions of approval.

FINANCIAL CONSIDERATIONS

The applicant has paid all applicable land use application fees and is covering ongoing review expenses.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

- a) Approve the resolution.
- b) Do not approve the resolution.

STAFF RECOMMENDATIONS

Staff recommends conditional approval of the Resolution to amend the amendment of the annexation agreement.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

- a. Proposed Resolution
- b. Second Amendment to Annexation Agreement
- c. L.G. Everist Amended Special Use Permit, Resolution Number 2025R059
- d. Annexation Agreement, Reception Number 3952539
- e. First Amendment to Annexation Agreement, Reception Number 4103214

RESOLUTION NO. 2026RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SECOND AMENDMENT TO AN ANNEXATION AGREEMENT WITH L.G. EVERIST, ATTACHMENT “A”.

WHEREAS, L.G. Everist has applied for a Special Use Permit to expand its gravel and sand mining operations within the City of Fort Lupton;

WHEREAS, As part of reviewing and approving said Special Use Permit, staff required amendments to the original annexation agreement pertaining to the general sand and gravel mining area, Reception Number 3952359;

WHEREAS, Certain conditions of approval in the Special Use Permit Resolution pertained to striking and amending discrete portions of the original Annexation Agreement;

WHEREAS, City Council conditionally approved the Special Use Permit Resolution on December 2nd, 2025 by Resolution Number 2025R059;

WHEREAS, Staff became aware in early February that there is presently already an amendment to said annexation agreement, Reception Number 42103214;

WHEREAS, Said amendment already struck a specific portion of the agreement that was proposed to be struck by the 2025 Resolution and had replaced it with a new section of text;

WHEREAS, Staff and the applicant both agree to strike the present language created by the first amendment to the annexation agreement;

WHEREAS, the second amendment to the annexation agreement between the applicant and the City has been reviewed by City staff and by this Council and is approved and shall be signed by the Mayor conditional to the following:

1. Prior to the Recording the Second Amendment to the Annexation Agreement:
 - A. The following edits shall be made to the original annexation agreement, reception number 3952539:
 - i. Section 42, entitled “Inclusion in NCWCD” is corrected by replacing “97-44-136(3.6)C.R.S.” with “37-45-136(3.6)C.R.S.”, which is a typographical error.

B. The following edits shall be made to the first amendment to the Annexation Agreement, reception number 4103214:

- i. Strike Section 2 in its entirety, which states: **“Development Incentive Payment.** As inducement to encourage the continued development of aggregate mining, water and water storage development, and the recycling of concrete and asphalt for building materials, the City of Fort Lupton will annually pay, on or before April 30 each year, to the Owner and/or the proprietors of aggregate mining, water, water storage, concrete and asphalt recycling operations and related business activities, at the property (as defined in the annexation agreement) an amount equal to 100% of the municipal sales tax collected by the State Department of Revenue on behalf of the City less a prorate portion of \$35,000.00 from the sales tax collected relative to the Property (the “Annual Development Incentive Payment”). The sum deducted for 2013 shall be prorated from July 19 to December 31. Not less than annually, on or behalf February 1 of each year, the proprietor(s) shall provide the Treasurer of the City of Fort Lupton a summary of monthly sales, and the City’s portion of the sales tax collected and reported to the Department of Revenue in the previous year.”
- ii. Strike Section 3 in its entirety, which states: **“Term of Incentive Payment.** The term of the Annual Development Incentive Payment program shall be from July 19, 2013 and shall continue until the termination of DMRS Permit No. 1999-120 as it has been or may be amended. The incentive payment program may extend from time to time at the discretion of the City.”

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS
21st DAY OF APRIL, 2026.**

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ATTACHMENT "A"
SECOND AMENDMENT TO
ANNEXATION AGREEMENT DATED MAY 6, 2013

THIS SECOND AMENDMENT ("Amendment") is made and entered into this 21st day of APRIL, 2026, by and between L.G. EVERIST, INCORPORATED, a South Dakota Corporation, herein after referred to as "Owner" or "Everist," and the CITY OF FT. LUPTON, a municipal corporation of the State of Colorado, herein after referred to as "Ft. Lupton" or "City." Owner and City may hereafter be referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Owner and City are parties to that certain Annexation Agreement dated May 6th, 2013, which was recorded in the real property records of Weld County, Colorado on August 1, 2013, at Reception No. 3952539 (the "Annexation Agreement").

WHEREAS, The Annexation Agreement has been first amended, dated the 27th day of April 2013, which was recorded in the real property records of Weld County, Colorado, on April 30, 2015, at Reception No. 4103214 (the "First Amendment to the Annexation Agreement").

WHEREAS, the Parties desire to amend the Annexation Agreement for the second time.

WHEREAS, Ft. Lupton, acting through its City Council, approved and adopted Resolution 2025R059 on December 2, 2025, which is attached hereto as Attachment B; and

WHEREAS, Resolution 2025R059 contains certain provisions which required amendment to the Annexation Agreement.

WHEREAS, Staff became aware in early February that there is presently already an amendment to said annexation agreement, Reception Number 4103214.

WHEREAS, Said amendment already struck a specific portion of the agreement that was proposed to be struck by the 2025 Resolution and had replaced it with a new section of text.

WHEREAS, It is the full intent of these amendments to remove any and all remaining sales tax refunds incentive programs.

WHEREAS, Staff and the applicant both agree to strike the present language created by the annexation agreement.

WHEREAS, the second amendment to the annexation agreement between the applicant and the City has been reviewed by City staff and by this Council and is approved and shall be signed by the Mayor conditional to the following:

OPERATIVE PROVISIONS

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

1. The Annexation Agreement is hereby amended as follows:
 - a. Section 2 of the First Amendment to Annexation Agreement, Reception Number 4103214, is struck in its entirety.
 - b. Section 3 of the First Amendment to Annexation Agreement, Reception Number 4103214, is struck in its entirety.
2. The original Annexation Agreement is hereby amended as follows:
 - a. Section 42, entitled “Inclusion in NCWCD” is corrected by replacing 37-45-136(3.6)C.R.S. for 97-44-136(3.6)C.R.S., which was a typographical error.
3. Except as modified herein, the Parties ratify and reaffirm the terms of the Annexation Agreement, which shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

EXHIBIT A

(Resolution 2026R _____)

RESOLUTION NO. 2025R059

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR MINERAL AND RESOURCE EXTRACTION , ON TWENTY ONE PARCELS LOCATED IN A PART OF THE WEST HALF OF SECTION 19 AND SECTION 30, THE NORTHWEST QUARTER OF THE WESTERN HALF OF SECTION 31, PART OF THE EAST HALF OF SECTION 24, SECTION 25, AND PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on November 13, 2025, for the purpose of reviewing the application from L.G. Everist to amend a special use permit for a sand and gravel mining operation; and

WHEREAS, after review of the application and supporting information, and consideration of staff comments, applicant’s presentation and any public input, the Planning Commission recommended approval, with conditions, of the special use permit application; and

WHEREAS, the City Council held a public hearing to consider and review the request for the special use permit on December 2, 2025; and

WHEREAS, after review of the application and supporting information, the City Council finds that the special use permit conforms to Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all legal requirements for the public hearing have been met, including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 300 feet, and posting of the hearing on the site; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the plans and supporting documentation, referral comments, as well as any citizen input in response to this application. Based upon the review of applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Zoning Regulations, and analysis of referral comments and the facts presented on this date, the City Council hereby approves the L.G. Everist Mining Special Use Permit for a gathering pipeline with the following conditions:

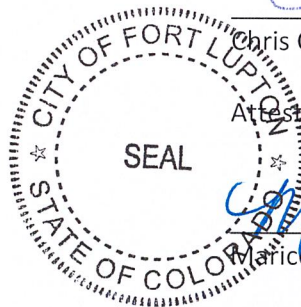
1. Prior to recording the Special Use Permit and the Administrative Lot Consolidation:
 - A. Applicant shall adequately address all comments from Planning;
 - i. The following edits shall be made to the prior 2013 Annexation Agreement (Reception Number 3952539) and the Annexation Agreement shall be submitted to and reviewed by the City for conformance, and be prepared for recording with the County;
 - a. Section 29 “Payment of Sales and Use Tax”, shall be struct in its entirety. All sections shall be re-numbered to correctly reflect their order in the Agreement.

- b. Section 42 "Inclusion in NCWCD" shall be edited to correct a C.R.S. typo. It shall replace "97-45-136 (3.6) C.R.S." with "37-45-136 (3.6) C.R.S."
- B. Applicant shall adequately address all comments and requirements from Public Works.
- C. Applicant shall adequately address all comments from the Colorado Department of Transportation and provide written evidence from CDOT.
- D. Applicant shall acknowledge all comments from the Colorado Division of Water Resources, including but not limited to;
 - i. The Fort Lupton Sand & Gravel Pit is currently operating under a substitute water supply plan ("SWSP") (WDID 0210539), with the current approval period expiring on December 31, 2025. Applicant shall provide written information on how they are addressing the expiration.
- E. Applicant shall adequately address all comments from the Weld County Oil & Gas Energy Department, including but not limited to;
 - i. Submit ALTA Surveys of the five parcels proposed for inclusion into the Special Use Permit area to the City to locate all subsurface utilities.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 2nd DAY OF DECEMBER, 2025.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor



Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



ANNEXATION AGREEMENT
AND AMENDMENT TO EXISTING ANNEXATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 6th day of May, 2013 by and between L.G. EVERIST, INCORPORATED, an Iowa corporation, hereinafter referred to as the "Owner" or "Everist," and the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado, hereinafter referred to as "Fort Lupton" or "City." City and Owner may hereafter be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Owner desires to annex to Fort Lupton the property more particularly described on Exhibits "A" and as depicted on "B," which are attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as the "Property"); and

WHEREAS, Owner has executed a petition to annex the Property, a copy of which petition is attached hereto as Exhibit "C," and incorporated herein and made a part hereof; and

WHEREAS, Owner owns the property more particularly described on Exhibit "D-1," and which is depicted on Exhibit "D-2" and Exhibit "D-3," which is attached hereto, incorporated herein, (such property is herein referred to as the "Previously Annexed Land") which property was annexed to Fort Lupton on January 21, 2005 and is currently governed by that certain Annexation Agreement dated January 21, 2005 (the "Prior Annexation Agreement") recorded in Weld County Real property records on September 21, 2005 at Reception Nos. 3324694, 3324695 and 3324696, respectively; and

WHEREAS, it is to the mutual benefit of the Parties hereto to enter into the following agreement; and

WHEREAS, Owner acknowledges that, except as provided in this Agreement, upon annexation, the Property and the Previously Annexed Land are or will be subject to all ordinances, resolutions, and other regulations of Fort Lupton, as they may be amended from time to time; and

WHEREAS, the Parties expressly agree that it is in their mutual best interest to amend and modify the Prior Annexation Agreement in accordance with the terms set forth herein; and

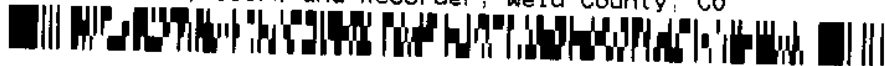
WHEREAS, the Parties mutually agree that the annexation of the Property shall not create additional cost or impose additional burden on the existing residents of the City to provide public facilities and services to the Property after annexation; and



WHEREAS, Owner acknowledges that the need for the ultimate dedication of certain property, including but not limited to lands for ways and easements to Fort Lupton, as contemplated in this Agreement to be completed upon development of the Property and the Previously Annexed Lands directly related to and generated by development intended to occur within said property and that no taking thereby will occur requiring any compensation.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Maps and Surveys.** Owner agrees, after review and approval by Owner, to execute promptly any and all maps, surveys, engineering, master planning, annexation impact reports and public notice and other documents necessary to finalize the annexation of the Property and the other provisions of this Agreement upon request of Fort Lupton.
2. **Exclusivity.** Until termination of this Agreement, Owner agrees to not sign any other petition for annexation for the Property or any petition for an annexation election relating to the Property, except upon request of Fort Lupton.
3. **Fees.** Owner agrees to pay Fort Lupton an annexation fee in the amount of \$5911.48.
4. **Resolution of Substantial Compliance.** For Lupton shall act upon the annexation petition on March 11, 2013 and shall set a public hearing on May 4, 2013 unless Owner consents to later action.
5. **Zoning.** Parties recognize that it is necessary by State of Colorado Law, to zone the Property within 90 days of annexation, and that the most appropriate use of the Property and the Previously Annexed Land is for special use, industrial and agricultural purposes. Together with the Petition for Annexation, Owner has submitted a request to zone the Property (A) agricultural including residential, as applicable, and to adopt the DRMS Permit #1999-120 (subject to future state modifications thereto) and to adopt and modify that certain Use by Special Review Permit #1255 issued by Weld County, Colorado as modified, and that Special Use Permit #2005-017 issued by Fort Lupton. The City will act upon this request and the request to approve the subdivisions contemplated in paragraph 8 below contemporaneously with the consideration of Owner's Annexation Petition. In the event Owner's request for zoning and subdivisions are not approved, Owner may, at its sole option, terminate this Agreement and any resolution of Annexation shall be deemed void and of no effect. Notwithstanding any such zoning approval, City agrees that Owner's Present Uses (including, but not limited to, agriculture, residential, accessory dwellings and buildings, recreation, mining, hunting, fishing, water, water storage, water use, water sales) and ancillary uses to such uses, of the Property and/or the Previously Annexed Land shall,



to the extent they are not lawful uses pursuant to Fort Lupton's zoning code, be deemed to be lawful nonconforming uses and such Present Uses may continue on the Property and the Previously Annexed Land as uses by right and will not be deemed abandoned or to lapse so long as Owner does not further change zoning of the Property and/or the Previously Annexed Land not affected by such zoning change. Furthermore, the Owner agrees to apply for an additional special use permit or appropriate land use application(s) as required under Section 16-7 if the Owner wishes to use the Property for any other purpose not described under the approved zoning or the Present Uses. Notwithstanding anything to the contrary, Owner may have up to two animal units (including game birds), as defined by Weld County Regulations, per acre of land.

6. **Rights-of-Way, Easements, and Dedications.** Except as otherwise expressly provided in this Agreement or pursuant to Exhibit A and B of exhibit C (aka the "Petition for Annexation) hereto, Owner shall not be required to grant additional rights of way or dedicate property to Fort Lupton. The Parties further agree that additional rights-of-way may be required when significant mine operation traffic begins to use CR 14½ (14th Street). However, Fort Lupton shall be obligated to obtain any permits or governmental approvals for such rights-of-way and easements. Such dedications along CR 14 ½, if any, will be determined after a traffic impact study is provided to Fort Lupton by Owner. No other dedications shall be required until and unless the Property is used for a use other than the Present Uses. Maintenance and construction of CR 14 ½ shall be performed by Fort Lupton. However, Owner shall be responsible, if required by a traffic impact study performed by an engineer acceptable to both the City and Owner, to contribute funds for (a) maintenance of CR 14 ½; (b) paving an entrance from the public road, acceleration/deceleration lanes, road widening on CR 14 ½ to accommodate acceleration lanes; (c) a left turn lane from US Highway 85 onto westbound CR 14 ½ with corresponding signal upgrades, if required by the Colorado Department of Transportation; and (d) extension of a right turn lane from US Highway 85 onto CR 14 ½, if required by the Colorado Department of Transportation.
7. **Lupton Garden Tracts.** The Parties understand and agree that a part of the Property and/or the Previously Annexed Land have been platted or identified as the Lupton Garden Tracts as generally depicted in Exhibit "E." Contemporaneously with approval of this Agreement by Fort Lupton and adoption of the Plat Amendment attached hereto as Exhibit "F", the lot lines for the Lupton Garden Tracts shall be modified as set forth in Exhibit "F."
8. **PropertyLine Adjustments/Ratification.** The Parties understand and agree that upon (a) adjustment of the lot lines within the Lupton Gardens Tracts, (b) the adoption of the Plat Amendment attached hereto as Exhibit "F" and (c) the two Minor Subdivisions attached hereto as Exhibit "G" (the "Everist North Minor Subdivision") and Exhibit "H," (the "Everist South Minor Subdivision") respectively, the Property and the Previously Annexed



Land will contain subdivided parcels as described and depicted in Exhibits “F, G, and H” attached hereto and incorporated herein. The City accepts a portion of the Property and the Previously Annexed Land as separate lots as set forth on Exhibits “F,” “G,” and “H,” respectively. The City further accepts those portions of the Property not subject to either (i) the Minor Subdivisions, or (ii) the Plat Amendment in their existing parcel configurations.

9. **Streets.** Upon change of use or development of Property or the Previously Annexed Land from the Present Uses or approved zoning, Owner agrees to design, improve, and provide signage, lighting, and signalization for all public streets and other public rights-of-way within or adjacent to the Property or the Previously Annexed Land subject to the change of use or development in accordance with, and to make such other improvements as may be required by any applicable federal, State of Colorado, or City law, regulation, or resolution, subject to any reimbursement which may be provided for by such law, regulation, or resolution. Owner agrees to transfer such improvements to Fort Lupton, if requested by Fort Lupton. Owner and Fort Lupton agree to enter into an agreement pertaining to such improvements and other matters prior to any development and/or approval of the final plat of the Property.
10. **Street Maintenance.** Paragraph 7 of the Prior Annexation Agreement is hereby deleted. Street maintenance, during the life of the mining permits, shall be as set forth in the Special Use Permits for the Property and Previously Annexed Land and this Annexation Agreement.
11. **Adjacent County Roads.** Owner agrees to cooperate with Fort Lupton to vacate or annex County Roads adjacent to the Property and/or the Previously Annexed Property. Notwithstanding the foregoing, Owner shall not be required to dedicate any land or property right for the expansion of any County Road or City Street, except as expressly set forth on Exhibits A and B of the Annexation Petition and its exhibits. Further, except as provided in Paragraph 6 above or Paragraph 27 below, Fort Lupton will be responsible for all costs to expand any County Road or City Street adjacent to the Property.
12. **Compliance with Master Plans.** Owner agrees that future development of the Property will comply with any adopted infrastructure plans including, but not limited to, transportation, drainage, water, sewer, land use, and comprehensive plans.
13. **Special Districts.** If Owner and/or Fort Lupton agree to include the Property in one or more special improvement districts or other mechanism established by Fort Lupton for making improvements to streets and other public rights-of-ways, or for making other public improvements authorized by law, then Owner hereby grants Fort Lupton a power of attorney for the sole purpose of executing all documents necessary for such inclusion. Further, Fort Lupton agrees not to oppose Owner’s future efforts to create a special district

or conservation easement consistent with any applicable zoning of the Property and/or the Previously Annexed Land.

14. **Compliance with Ordinances, Resolutions and Standards.** Owner agrees that if it changes its use from a use allowed hereunder as a Present Use of the Property or the Previously Annexed Property (or merely a parcel therein) from the Present Uses or other approved zoning set forth above in Section 5, then Owner's new design, improvement, construction, development, and use of the changed parcels shall conform, and Owner shall comply with, all applicable federal, State of Colorado, and Fort Lupton laws, regulations, or resolutions including, without limitation, laws, regulations, or resolutions pertaining to subdivision, zoning, storm drainage, utilities, flood control, animal regulations, and weed control. Owner and Fort Lupton acknowledge that the present uses of the Property or the Previously Annexed Land may not comply with City laws, regulations, or resolutions including, without limitation, those governing setbacks from oil and gas facilities. However, notwithstanding the other provisions of this Agreement, City agrees that so long as Owner does not change the Present Uses or other approved zoning and so long as the Present Uses or other approved zoning do not conflict with any applicable federal or State of Colorado law or regulation, then Fort Lupton shall allow the Present Uses or other approved zoning.

15. **Limitations.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee, except that Fort Lupton shall not adopt any ordinance, resolution, policy tax, or fee designed in whole or part to force Owner to change or abandon the Present Uses. Notwithstanding the foregoing, in the event of a conflict between the City's ordinances or regulations and the terms of this Agreement, the terms of this Agreement shall control.

16. **Severability.** The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any federal, State of Colorado, or Fort Lupton law, regulation, or resolution, then the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid. However, if Owner in its sole discretion determines that deletion of the invalid term, portion, or provision defeats its purposes for entering this Agreement or defeats its right to continue the Present Uses of the Property or the Previously Annexed Land under this Agreement, then Owner may elect disconnection and the City shall not oppose, and shall consent to, Owner's request or petition for disconnection. Notwithstanding the foregoing, Owner agrees not to seek disconnection of the Previously Annexed Property on the grounds that the Petition



may be denied. In the event of denial by the Town Council, the parties agree to negotiate in good faith in an effort to resolve any legitimate concerns about the Petition such that it could be reconsidered.

17. **Municipal Services.** Fort Lupton agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City, which services include, but are not limited to: police protection and water and sewer services, which are not presently connectable except at Owner's expense. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the Property is presently included within the boundaries of and is entitled to receive such services from the Fort Lupton Fire Protection District. City agrees that Owner may continue to use the existing domestic water wells and septic systems on the Property until such time as connection to the City's services is economically feasible for Owner. Notwithstanding any other provision of this Agreement or municipal ordinance, and unless an Owner of the Property or the Owner of the Previously Annexed Property requests such municipal utilities, City agrees that independent of whether municipal utilities will have been extended to within four-hundred (400) feet of the property, Owner shall not be required to install more than four hundred (400) feet of connection lines to connect to municipal or public utilities including water or sewer lines. Further, City agrees that Owner may continue to use its domestic and non-domestic wells for the Present Uses or other approved zoning so long as Owner does not change the Present Uses or other approved zoning. Notwithstanding this Agreement, Owner's connection to City's utilities by itself shall not constitute a change of use of the Property and Owner, in its sole discretion, may continue to use its groundwater rights and all surface water rights for all the Present Uses. Owner recognizes that the extension of City services, i.e., water and sewer, which shall be included as part of a utility extension agreement, is to be negotiated and executed prior to the City's extension of City services to the Property.

18. **Water.** Owner shall not be required to dedicate, sell or otherwise convey any water or water rights, whether tributary, non-tributary, or not non-tributary, whether appurtenant or non-appurtenant to, and whether used at or to be used at the Property or the Previously Annexed Land, as part of the requirements of annexing into the City. These provisions are not intended to preclude any water or water rights sale, purchase, lease or other similar transactions between the Parties by their mutual agreement. Owner agrees not to take any action or enter into any transaction that would result in the water or water rights appurtenant to the Property or the Previously Annexed Land being transferred out of the water basin in which they are now located and used. Owner acknowledges that change of use from the Present Use and/or development of the Property that requires a change to the water service to the Property may require Owner to acquire water shares (or provide cash in lieu) sufficient to meet the requirements of the water service provider at that time.



19. **Future Conveyance of Water Rights.** At the time of final plat or development beyond the approvals granted along with the petition for Annexation and the Present Uses, whichever is later, Owner agrees to convey to the City, in Owner's sole discretion, all or a portion of those tributary water rights associated with the Property, or to pay cash in lieu thereof, which are necessary for any proposed development to satisfy Fort Lupton Municipal Code Section 13-122. Owner also agrees to convey any related stock certificates evidencing ownership of any such water rights free and clear of all encumbrances and with all taxes and assessments related hereto paid in full. Any such water rights may be conveyed on a pro-rata basis as the Property is developed. Owner hereby acknowledges its receipt of a copy of Fort Lupton Municipal Code Section 13-122 concerning City policy with respect to the dedication of water rights, or cash in lieu thereof, in connection with annexations, and agrees to comply with such resolutions and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the subject Property to the extent that such resolutions or amendments do not conflict with this Agreement.
20. **Parks and Public Lands.** If at the time of development by the owner of any particular parcel of the Property or the Previously Annexed Land separate from the Present Uses or approved zoning, City requires certain land to be used for public purposes, the owner of such parcel agrees to provide for such land for the benefit of the City, or to pay cash in lieu thereof. Lands applicable for such purposes shall be acceptable to City and shall comprise six (6) percent of gross residential and two (2) percent of gross non-residential land. All such lands shall be platted by an owner in accordance with, and such owner shall otherwise comply with, all applicable federal, State of Colorado, or Fort Lupton laws, regulations, or resolutions. Notwithstanding the foregoing, all lands dedicated pursuant to Paragraphs 23 and 24 below and/or the Prior Annexation Agreement shall be a credit to such Parties and Public Lands dedication requirement.
21. **Access Road Easement Dedication.** At the request of Fort Lupton, Everist shall dedicate a portion of the 30 foot Access Road Easement associated with Recorded Exemption No. 1309-30-3-4E 976, as shown on Exhibit "F" as a Public Right of Way.
22. **Cooperation.** The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
23. **Deep Lake.** Owner's obligation to convey any real property to Fort Lupton pursuant to Paragraph 23 of the Prior Annexation Agreement is hereby modified to provide for a dedication of such lands on or before December 31, 2018, subject to easements and rights of use to facilitate Owner's withdrawal or deposit or conveyance of water to and from the South Platte River. However, at the request of Fort Lupton but no sooner than upon termination of DRMS Permit #1999-120, Owner will dedicate the property described on

Exhibit "I-1" and depicted on Exhibit "I-2" together with an ingress, egress and access easement, which property is commonly referred to as the Deep Lake property. Dedications shall be by deed in substantially the form attached hereto as Exhibit "J." This dedication shall apply to any Parks and Public Lands dedication requirement pursuant to Fort Lupton's ordinances. Upon dedication of Deep Lake, the termination of DMRS Permit #1999-120, the release of all associated bonds, and termination of any applicable Special Use Permit, Owner shall also dedicate 16.4 acre feet per year of non-tributary water from its Laramie-Fox Hills water rights for the City to use to augment Deep Lake. Once dedicated, the City shall, at its sole cost and expense, obtain and pay for any and all necessary permits, decrees and operation and maintenance costs associated with such water rights.

24. **Willow Lake.** Owner and Fort Lupton agree and acknowledge that Owner will not mine Willow Lake without further consent of Fort Lupton. However, Owner will dedicate the land described as Lot 3 on Exhibit H in accordance with paragraph 23, above.
25. **The Pond.** Owner and Fort Lupton agree that the area known as The Pond in the Prior Annexation Agreement shall not be mined.
26. **Development Impact Fees.** There shall be no Development Impact Fees payable by Annexor to the Town for (a) any Present Use of the Property, (b) uses allowed by Annexor's Use by Special Review #1255 as modified and/or any uses allowed by Annexor's Special Use Permits approved by Fort Lupton, including but not limited to future permitted sand and gravel mining related activities, hot asphalt plants, ready mixed concrete plants, water storage, water use, water sales, ancillary uses or other Present Use. Notwithstanding the foregoing, Owner shall be obligated to obtain and pay for any required building permits. However, the Owner shall not be required to pay a franchise fee to United Power otherwise payable as a result of annexation into Fort Lupton, and if collected, such fee shall be refunded to Owner.
27. **Road Maintenance Agreement.** The Town shall accept assignment of that certain Road Maintenance Agreement between Annexor and Weld County, Colorado, dated June 6, 2005 (as, at a minimum, it relates to Annexor and Annexor's Property) in its existing form and shall not require any changes, amendments or deletions to such Road Maintenance Agreement.
28. **Prior Annexation Agreement.** Subject to the conditions described in paragraph 30 below, the Parties expressly agree that the Prior Annexation Agreement shall be amended and superseded by this Annexation Agreement and Amendment to Existing Annexation Agreement. In the event of a conflict between the Prior Annexation Agreement and this Annexation Agreement and Amendment to Existing Annexation Agreement, the terms of this Annexation Agreement and Amendment to Existing Annexation Agreement shall



control. Additionally, upon completion of the annexation, zoning and special use permit process, the Property and the Previously Annexed Property shall be as described on Exhibit K-1 and depicted on Exhibit K-2.

29. **Payment of Sales and Use Tax.** Owner shall pay, sales or use tax according to Fort Lupton ordinances. The City shall refund any sales or use tax collected by Fort Lupton or the State of Colorado for Fort Lupton in excess of \$40,000 annually relative to operations at the Property and for the Previously Annexed Property on an annual basis. The refund of Sales tax shall terminate upon termination of the DRMS Permit #1999-120 as has been or may be amended.
30. **Building Permits.** Owner understands that nothing contained herein shall eliminated or modify Owner's obligation to obtain any and all required building permits associated with its uses of the Property and/or the Previously Annexed Property. However, the City agrees that if there is a conflict between the requirements of the City's building code and any Federal Mine Safety and Health Administration ("MSHA") requirement, the MSHA requirements shall control.
31. **Amendments.** City and all Owners of any portion of the Property or the Previously Annexed Land may amend this Agreement without the consent of the Owners of the remaining portion of the Property so long as such amendment affects only that portion of the Property or the Previously Annexed Land owned by the Owners executing said amendment. Such amendments shall be in writing, shall be recorded with the County Clerk of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property or the Previously Annexed Land subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties hereto.
32. **Sole Agreement.** Except for the Previous Annexation Agreement to the extent it may not be modified herein, this Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. This Agreement shall survive annexation of the Property by Fort Lupton.
33. **Attorneys' Fees.** Owner and Fort Lupton agree that if either party takes legal action to enforce this Agreement, then the prevailing party shall be entitled to recover all reasonable attorney's fees and costs associated with such action.

34. **“Owner” Defined.** As used in this Agreement, the term “Owner” shall include Everist, any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original Parties thereto.

35. **External References.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, code, resolution, or policy, which includes future revisions and amendments, and the Parties agree that such amendments or revisions shall be binding upon Owner.

36. **Indemnity.** Owner agrees to indemnify and hold harmless the City and the City’s officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney’s fees and court costs, which arise out of or are in any manner connected with the annexation of the property, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the property, or which are in any manner connected with Fort Lupton’s enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the City’s option to pay the attorney’s fees for defense counsel of the City’s choice for, any such liability, claims, or demands.

37. **Transferability.** This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and its provisions shall constitute covenants running with the land that is the subject of this Agreement, i.e., the Property and the Previously Annexed Property.

38. **Recording.** This Agreement shall be recorded with the County Clerk of Weld County, Colorado, at Owner’s expense.

39. **Enforcement.** This Agreement may be enforced in any court of competent jurisdiction.

40. **Termination.** This Agreement shall be null and void if the City fails to approve the annexation, subdivision and zoning of the Property and the Special Use Permit for mining in accordance with all the terms and provisions of this Agreement and Owner’s contemporaneous submittals, including without limitation those pertaining to Owner’s right to continue the Present Uses. In the event this Agreement is terminated, the prior Annexation Agreement shall remain in full force and effect.

41. **No Assurance of Annexation.** Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the Fort Lupton City Council. No assurances of annexation or zoning have been made or relied upon by Owner. In the event, that, in the exercise of its legislative discretion, any action with respect to the Property herein

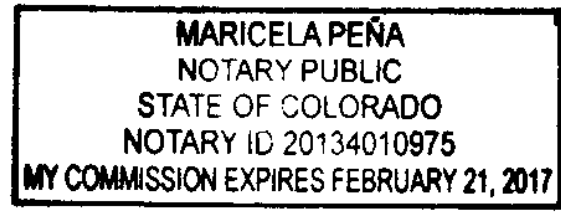


The above and foregoing signatures were subscribed to and sworn to before me this 7th
day of May, 2013 by Tommy Holton as Mayor of the City of Fort
Lupton.

WITNESS my hand and official seal.

My commission expires February 21, 2017

[SEAL]



Maricela Peña
Notary Public

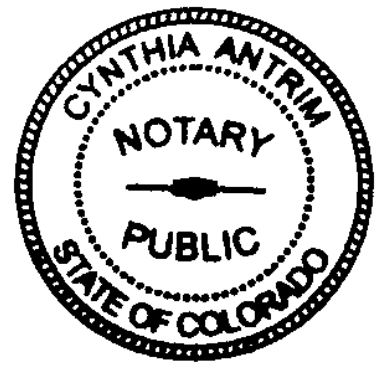
STATE OF COLORADO)
)ss
COUNTY OF Adams)

The above and foregoing signatures were subscribed to and sworn to before me this 15
day of May, 2013 by James A. Sittner, Asst Secretary
of L.G. Everist, Incorporated, an Iowa corporation.

WITNESS my hand and official seal.

My commission expires: 02/19/2016.

[SEAL]



Cynthia Antrim
Notary Public

EXHIBIT A
(PAGE 1 of 3)
PROPERTY DESCRIPTION

A parcel of land being part of the Southwest Quarter (SW1/4) of Section Nineteen (19), part of the Northwest Quarter (NW1/4) of Section Thirty (30) and part of the Northwest Quarter (NW1/4) of Section Thirty-one (31), all in Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), and being part of Section Twenty-five (25) and part of the North Half (N1/2) of Section Thirty-six (36), both in Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and consisting of the following constituent parts:

1) Metes and Bounds Parcel #1 – The South Half of the Northwest Quarter (S1/2 NW1/4) of Section Thirty-one (31), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), EXCEPTING THEREFROM: That parcel of land described in that Quit Claim Deed recorded January 12, 1996 as Reception No. 2471548 of the records of the Weld County Clerk and Recorder, ALSO EXCEPTING THEREFROM: That parcel of land described as road right-of-way in that Quit Claim Deed recorded February 14, 1995 as Reception No. 2426585 of the records of the Weld County Clerk and Recorder.

2) Lots A and B, Recorded Exemption No. 1311-36-1 RE-4145, recorded November 30, 2007 as Reception No. 3520579 of the records of the Weld County Clerk and Recorder.

3) Lots 1 through 15, inclusive, and road rights-of-way as shown on the plat of Lupton Garden Tracts, recorded December 13, 1921 as Reception No. 368977 of the records of the Weld County Clerk and Recorder.

4) Metes and Bounds Parcel #2 – A parcel of land located in the North Half (N 1/2) of Section Thirty-six (36), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the North Quarter (N1/4) corner of said Section 36 and assuming the North line of the Northeast Quarter (NE1/4) of said Section 36 as bearing South 89°46'30" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2634.58 feet, with all other bearings contained herein relative thereto;

THENCE South 89°46'30" East along said North line a distance of 1204.46 feet to the East line of the Denver, Laramie and Northwestern Railroad right-of-way as described in deeds recorded in Book 292 at Page 368 and Book 305 at Page 583 of the records of the Weld County Clerk and Recorder;

THENCE South 02°02'59" East along said East line a distance of 1318.74 feet to the South line of the North Half of said Northeast Quarter (N1/2 NE1/4);

THENCE North 89°43'18" West along said South line a distance of 1244.44 feet to the Center-North Sixteenth (C-N1/16) corner of said Section 36;

THENCE North 89°42'49" West along the South line of the North Half of the Northwest Quarter (N1/2 NW1/4) of said Section 36 a distance of 29.86 feet to the centerline of Weld County Road 23.5 as it now exists and the beginning point of a curve, non-tangent to the aforesaid line;

Thence along said centerline by the following Eleven (11) courses and distances:

THENCE along the arc of a curve concave to the Northwest a distance of 138.56 feet, said curve has a Radius of 400.00 feet, a Delta of 19°50'47" and is subtended by a Chord that bears North 14°06'43" East a distance of 137.86 feet to a Point of Tangency (PT);



EXHIBIT A
(PAGE 2 of 3)
PROPERTY DESCRIPTION

THENCE North 04°11'19" East a distance of 107.92 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the West a distance of 75.45 feet, said curve has a Radius of 275.00 feet, a Delta of 15°43'09" and is subtended by a Chord that bears North 03°40'16" West a distance of 75.21 feet to a Point of Tangency (PT);
THENCE North 11°31'51" West a distance of 17.37 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the Southwest a distance of 156.88 feet, said curve has a Radius of 200.00 feet, a Delta of 44°56'33" and is subtended by a Chord that bears North 34°00'07" West a distance of 152.89 feet to a Point of Tangency (PT);
THENCE North 56°28'24" West a distance of 101.18 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the Northeast a distance of 312.08 feet, said curve has a Radius of 412.50 feet, a Delta of 43°20'51" and is subtended by a Chord that bears North 34°47'58" West a distance of 304.69 feet to a Point of Tangency (PT);
THENCE North 13°07'32" West a distance of 131.78 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the Southwest a distance of 217.22 feet, said curve has a Radius of 570.00 feet, a Delta of 21°50'06" and is subtended by a Chord that bears North 24°02'36" West a distance of 215.91 feet to a Point of Tangency (PT);
THENCE North 34°57'39" West a distance of 189.83 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the Southwest a distance of 106.57 feet, said curve has a Radius of 250.00 feet, a Delta of 24°25'27" and is subtended by a Chord that bears North 47°10'23" West a distance of 105.77 feet to the North line of aforesaid Northwest Quarter (NW1/4);
THENCE South 89°44'54" East along said North line, which is non-tangent to the aforesaid curve, a distance of 637.43 feet to the **POINT OF BEGINNING**.

- 5) Lot A, Recorded Exemption No. 1311-25-4-RE986, recorded February 17, 1988 as Reception No. 02131167 of the records of the Weld County Clerk and Recorder.
- 6) Lot B, Recorded Exemption No. 1311-25-3-RE1406, recorded May 27, 1992 as Reception No. 02289234 of the records of the Weld County Clerk and Recorder.
- 7) The North Half of the Southeast Quarter (N1/2 SE1/4) of Section Twenty-five (25), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.).
- 8) Metes and Bounds Parcel #3 – That portion of that strip of land, One Hundred (100) feet in width, described in that Quit Claim Deed recorded October 28, 1948 in Book 1236 at Page 404 of the records of the Weld County Clerk and Recorder lying within the Northeast Quarter (NE1/4) of Section Twenty-five (25), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.).
- 9) Lot B, Recorded Exemption No. 1311-25-1 RE-3302, recorded June 24, 2002 as Reception No. 2963716 of the records of the Weld County Clerk and Recorder.
- 10) Lot B, Recorded Exemption No. 1311-25-1 RE-4600, recorded June 28, 2007 as Reception No. 3486659 of the records of the Weld County Clerk and Recorder.
- 11) Lot 7, Lupton Meadows Land Company Map of Division No. 3, Section 19, Vacation and Replat of Lots 1-8, recorded December 3, 1996 as Reception No. 2523266 of the records of the Weld County Clerk and Recorder.



EXHIBIT A
(PAGE 3 of 3)
PROPERTY DESCRIPTION

12) Lot 1 of the Northwest Quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.) as shown on The Lupton Meadows Land Co. Map of Division No. 3, recorded June 12, 1909 as Reception No. 142526 of the records of the Weld County Clerk and Recorder.

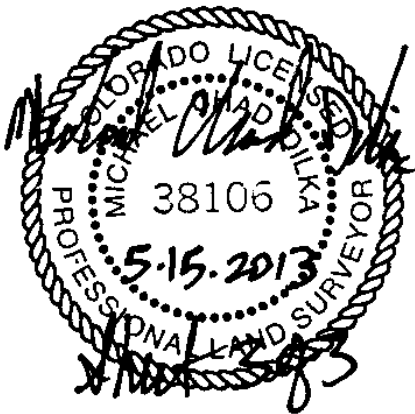
13) Lot 2 of the Northwest Quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.) as shown on The Lupton Meadows Land Co. Map of Division No. 3, recorded June 12, 1909 as Reception No. 142526 of the records of the Weld County Clerk and Recorder, EXCEPTING THEREFROM: Parcels A, B, C, D and E of the Northwest Quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.) as shown on an unrecorded and undated map prepared by Lind Engineering and described in that Public Trustee's Deed recorded October 23, 1969 in Book 616 as Reception No. 1538431 of the records of the Weld County Clerk and Recorder, ALSO EXCEPTING THEREFROM: The East 4.94 acres of said Lot 2.

14) Parcels A, B, C, D and E of the Northwest Quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.) as shown on an unrecorded and undated map prepared by Lind Engineering and described in that Public Trustee's Deed recorded October 23, 1969 in Book 616 as Reception No. 1538431 of the records of the Weld County Clerk and Recorder.

Said parcel of land contains 690.369 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYOR'S STATEMENT


I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors, Inc.
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS, INC.
650 E. Garden Drive
Windsor, Colorado 80550
(970) 686-5011

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Steve Moreno, Clerk and Recorder, Weld County, CO



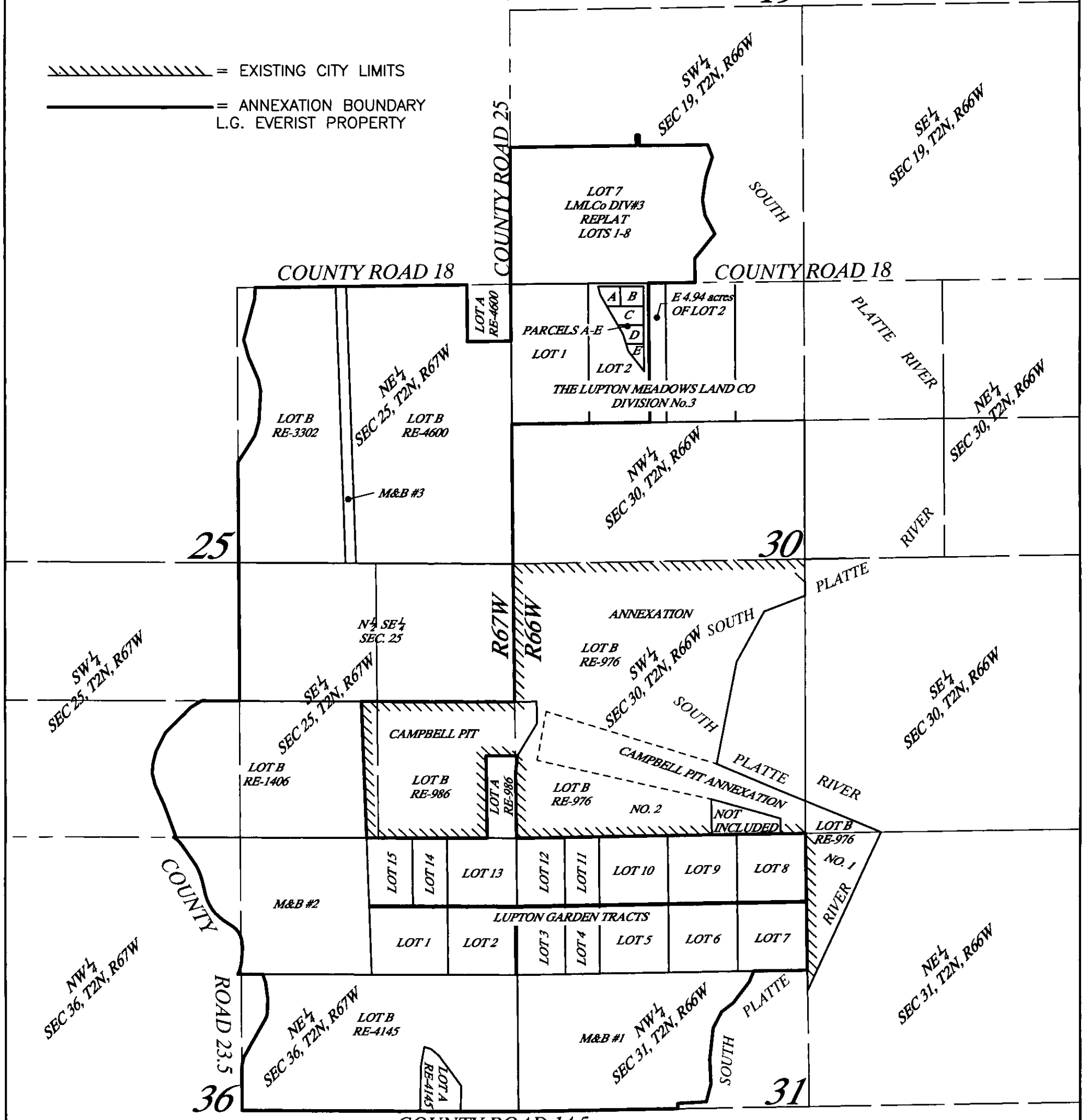
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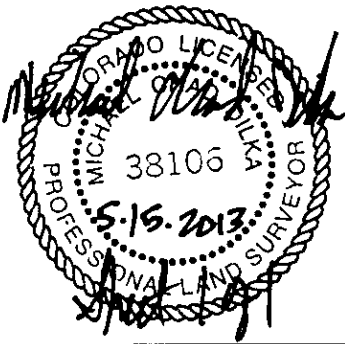
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===== EXISTING CITY LIMITS

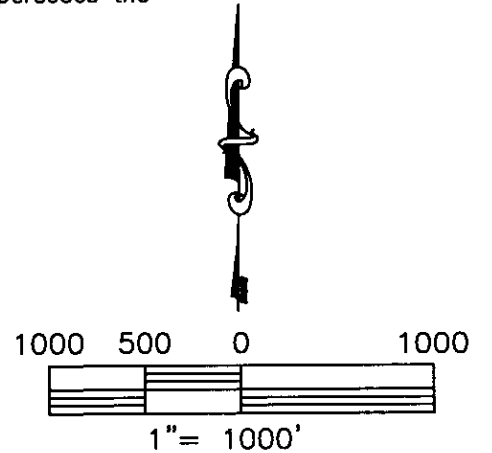
———— ANNEXATION BOUNDARY
L.G. EVERIST PROPERTY



NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



Michael Chad Dilka -- On Behalf Of King Surveyors, Inc.
Colorado Licensed Professional Land Surveyor #38106



KING SURVEYORS, INC.

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
www.kingsurveyors.com

PROJECT NO: 2012083
DATE: 5/15/2013
CLIENT: L.G. EVERIST
DWG: 2012083ANX-EXH-B
DRAWN: MCD CHECKED: MCD



EXHIBIT C:
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 Everist Annexation No. 1 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" and as depicted on Exhibit "B" 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 or will be contiguous with the City of Fort Lupton within such time as required by Section 31-12-104.
 - 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, 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.
 - f. 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, 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.
 - g. 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. The area proposed to be annexed is not part of any incorporated city, city and county, or town.

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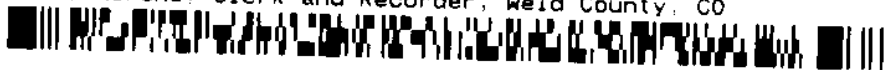


- h. The territory proposed to be annexed does not include any area which is the same or substantially the same are in which an election for an annexation to the City of Fort Lupton was held within the twelve months preceding the filing of this petition.
 - i. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - j. 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.
 - k. The territory to be annexed is 709.222 acres, plus or minus acres in total area.
 - l. 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.
 - m. 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.
 - n. 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. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of an annexation map shall be submitted to the City, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information:
- a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the annexation map.
 - d. The legal description.
 - e. Distinction of the boundary that is contiguous to the City and the length of same.
 - f. Lot and block numbers if the area is already platted.
 - g. Existing and proposed easements and rights-of-way.



- h. Existing and requested zoning and acreage of each requested zone.
 - i. Ownership of all parcels within and adjacent to the annexation.
 - j. Appropriate certification blocks as directed by the Planning Department.
5. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of a master plan shall be submitted to the City of Fort Lupton, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information.
- a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the master plan.
 - d. Existing and proposed easements and rights-of-way.
 - e. Block numbers and lot numbers with approximate dimensions.
 - f. Proposed gross and net residential density.
 - g. Existing watercourses with adequate easements for flood control.
 - h. Designation of all public sites to be reserved and dedicated.
 - i. Existing two-foot contours.
 - j. Appropriate certification blocks as directed by the Planning Department.
6. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of five (5) copies of all required supportive information shall be submitted to the City of Fort Lupton which shall include the following:
- a. Soils description and limitation.
 - b. Preliminary utility plan.
 - c. Mailing addresses of all property owners within three hundred (300) feet of the annexation.
 - d. Affidavit concerning the amount and historical use of all water rights owned.
 - e. Vicinity map with one and one-half (1 ½) mile radius, at a minimum scale of one (1) inch represents two thousand (2,000) feet.
 - f. Statement on community need for proposed annexation and zoning.
 - g. For all annexations in excess of ten (10) acres, the applicant shall obtain from the school district governing the area to be annexed a statement of the effect of the annexation upon the school district, including an estimate of the number of students generated by the proposed annexation and the capital construction required to educate such students.
7. 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.

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8. The zoning classification requested for the area proposed to be annexed is A (Agricultural), as shown on the annexation map attached hereto and incorporated herein.
9. 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.
10. 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.
11. The non-refundable annexation application fee of \$4761.48 is tendered herewith.

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AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

James A. Sittner 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.

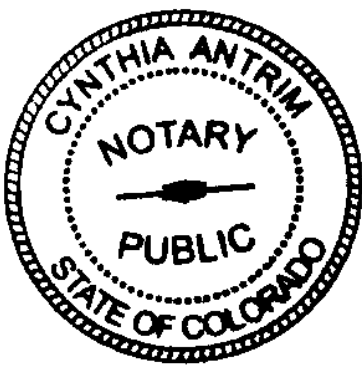
James A. Sittner
(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 11 day of March, 2013, by James A. Sittner.

Witness my hand and official seal.

My commission expires on 02/19/2016.

Cynthia Antrim
Notary Public



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EXHIBIT A OF EXHIBIT C
EVERIST ANNEXATION No. 1
Property Description
(1 of 8)

A parcel of land, being part of the Southwest Quarter (SW1/4) of Section Nineteen (19), part of the Northwest Quarter (NW1/4) of Section Thirty (30) and part of the West Half (W1/2) of Section Thirty-one (31), all in Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), and also being part of the Southeast Quarter (SE1/4) of Section Twenty-four (24), part of Section Twenty-five (25) and part of Section Thirty-six (36), all in Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

BEGINNING at the East Quarter (E1/4) corner of said Section 25, said point also being a Northwesterly corner of Campbell Pit Annexation No. 2, recorded September 21, 2005 as Reception No. 3324696 of the records of the Weld County Clerk and Recorder and assuming the East line of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of said Section 25, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS38106, 2012" at the North end and by a #6 rebar with a 2" diameter aluminum cap stamped "LS12330, 1987" at the South end, as bearing South 00°41'55" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 1318.90 feet, with all bearings contained herein relative thereto:

The following Nine (9) courses and distances are along the Westerly, Northerly and Southerly lines of said Campbell Pit Annexation No. 2:

THENCE South 00°41'55" East along the East line of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of said Section 25 a distance of 1318.90 feet to the South Sixteenth (S1/16) corner between said Section 30 and said Section 25;

THENCE North 89°45'05" West along the North line of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 25 a distance of 1312.84 feet to the Southeast Sixteenth (SE1/16) corner of said Section 25;

THENCE North 89°45'52" West along the North line of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of said Section 25 a distance of 148.64 feet to a Northwesterly corner of said Campbell Pit Annexation No. 2;

THENCE South 02°02'59" East a distance of 1320.19 feet to the South line of the Southeast Quarter (SE1/4) of said Section 25;

THENCE South 89°46'30" East along the South line of the Southeast Quarter (SE1/4) of said Section 25 a distance of 1150.12 feet to a Southerly corner of said Campbell Pit Annexation No. 2;

THENCE North 00°41'20" West a distance of 801.27 feet to a Southerly corner of said Campbell Pit Annexation No. 2;

THENCE South 89°46'21" East a distance of 299.48 feet to a Southerly corner of said Campbell Pit Annexation No. 2;

THENCE South 06°18'15" West a distance of 160.00 feet to the West line of the Southwest Quarter (SW1/4) of said Section 30;

THENCE South 00°41'21" East along the West line of the Southwest Quarter (SW1/4) of said Section 30 a distance of 642.13 feet to the Southwest corner of said Section 30;

THENCE North 89°16'42" East along the South line of the Southwest Quarter (SW1/4) of said Section 30, also being along the Southerly line of said Campbell Pit Annexation No. 2 and the Easterly extension thereof a distance of 2750.38 feet to the South Quarter (S1/4) corner of said Section 30, said point also being a Southwesterly corner of Campbell Pit Annexation No. 1, recorded September 21, 2005 as Reception No. 3324695 of the records of the Weld County Clerk and Recorder;

THENCE South 00°41'29" East along the East line of the Northwest Quarter (NW1/4) of said Section 31, also being along the Westerly line of said Campbell Pit Annexation No. 1 a distance of 1320.81 feet to the Center-North Sixteenth (C-N1/16) corner of said Section 31;



EXHIBIT A OF EXHIBIT C
EVERIST ANNEXATION No. 1
Property Description
(2 of 8)

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THENCE South 89°18'56" West along South line of the North Half (N1/2) of Lot No. 1 of the Northwest Quarter (NW1/4) of said Section 31 a distance of 508.60 feet to the Westerly line of that parcel of land described in that Quit Claim Deed recorded January 12, 1996 as Reception No. 2471548 of the records of the Weld County Clerk and Recorder;

The following Seven (7) courses and distances are along the Westerly lines of that parcel of land described in said Quit Claim Deed with Reception No. 2471548:

THENCE South 23°29'39" West a distance of 113.85 feet;

THENCE South 36°59'54" West a distance of 252.92 feet;

THENCE South 51°36'11" West a distance of 141.79 feet;

THENCE South 27°23'40" West a distance of 174.85 feet;

THENCE South 06°11'56" West a distance of 303.32 feet;

THENCE South 02°32'51" East a distance of 240.42 feet;

THENCE South 14°08'24" West a distance of 177.46 feet to the Northerly Right-of-way line of Weld County Road No. 14.5 as established by and described in that Quit Claim Deed recorded February 14, 1995 as Reception No. 2426585 of the records of the Weld County Clerk and Recorder;

The following Five (5) courses and distances are along said Northerly Right-of-way line of Weld County Road No. 14.5:

THENCE North 87°07'10" East a distance of 36.22 feet;

THENCE North 56°20'23" East a distance of 48.85 feet;

THENCE North 87°07'10" East a distance of 174.59 feet;

THENCE North 63°21'08" East a distance of 34.72 feet;

THENCE North 89°21'09" East a distance of 695.54 feet to the East line of the Northwest Quarter (NW1/4) of said Section 31, also being the Westerly line of Sakata Annexation, recorded January 23, 1981 as Reception No. 1847855 of the records of the Weld County Clerk and Recorder;

THENCE South 00°41'29" East along the East line of the Northwest Quarter (NW1/4) of said Section 31, also being along the Westerly line of said Sakata Annexation a distance of 112.22 feet to the Center Quarter (C1/4) corner of said Section 31, said point also being the Southwest corner of said Sakata Annexation, said point also being a Northwesterly corner of Westside Annexation, recorded August 27, 1974 as Reception No. 1643562 of the records of the Weld County Clerk and Recorder;

THENCE South 00°31'17" East along the East line of the Southwest Quarter (SW1/4) of said Section 31, also being along the Westerly line of said Westside Annexation a distance of 30.00 feet to the Southerly Right-of-way line of Weld County Road No. 14.5 as established by and described in that Quit Claim Deed recorded August 3, 1993 as Reception No. 02344482 of the records of the Weld County Clerk and Recorder;

The following Five (5) courses and distances are along said Southerly Right-of-way line of Weld County Road No. 14.5 established by that Quit Claim Deed with Reception No. 02344482:

THENCE South 89°21'09" West a distance of 653.65 feet;

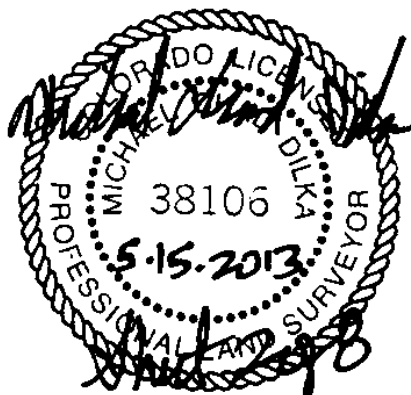
THENCE South 00°38'51" East a distance of 75.00 feet;

THENCE South 89°21'09" West a distance of 121.71 feet;

THENCE North 25°32'52" West a distance of 82.69 feet;

THENCE South 89°21'09" West a distance of 439.36 feet to the Southwest corner of said Southerly Right-of-way of Weld County Road No. 14.5 established by that Quit Claim Deed with Reception No. 02344482;

THENCE continuing South 89°21'09" West along the Southerly Right-of-way line of Weld County Road No. 14.5 as established by that approved and adopted Road-Viewers' Report recorded July 26, 1898 in Book 83 at Page 170 of the records of the Weld County Clerk and Recorder a distance of 1518.26 feet, said Southerly Right-of-way line of Weld County Road No. 14.5 being Thirty (30) feet, as measured at a right angle, Southerly of and parallel with the North line the Southwest Quarter (SW1/4) of said Section 31;



**EXHIBIT A OF EXHIBIT C
EVERIST ANNEXATION No. 1**

**Property Description
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THENCE North 89°40'04" West continuing along said Southerly Right-of-way of Weld County Road No. 14.5 established by said Road-Viewers' Report a distance of 2665.00 feet to the Westerly Right-of-way line of Weld County Road No. 23.5 as established by that Road Petition referred to in Book 3 at Page 47 of the records of the Weld County Commissioners and located in the road records of Weld County in file 100/115 and dated January 11, 1882, said Westerly Right-of-way line of Weld County Road No. 23.5 being Thirty (30) feet, as measured at a right angle, Westerly of and parallel with the East line of the Northwest Quarter (NW1/4) of said Section 36;

THENCE North 00°18'05" West along said Westerly Right-of-way line of Weld County Road No. 23.5 a distance of 1346.53 feet to the South line of the North Half of the Northwest Quarter (N1/2 NW1/4) of said Section 36;

THENCE North 89°42'49" West along the South line of the North Half of the Northwest Quarter (N1/2 NW1/4) of said Section 36 a distance of 32.90 feet to the Westerly Right-of-way line of Weld County Road No. 23.5 established by that Road Petition recorded July 15, 1884 in Book 48 at Page 114 of the records of the Weld County Clerk and Recorder, said Westerly Right-of-way line of Weld County Road No. 23.5 established by said Road Petition being Thirty (30) feet, as measured at a right angle or radially, Westerly of and parallel with or concentric with the centerline of said Weld County Road No. 23.5 as it presently exists and is described in that General Warranty Deed recorded October 11, 2011 as Reception No. 3798128 of the records of the Weld County Clerk and Recorder, said point being the beginning point of a curve, said curve being non-tangent to aforesaid line;

The following Eleven (11) courses and distances are along said Westerly Right-of-way line of Weld County Road No. 23.5 established by said Road Petition:

THENCE along the arc of a curve which is concave to the West a distance of 141.47 feet to a Point of Tangency (PT), said curve having a radius of 370.00 feet, a central angle of 21°54'26" and a long chord bearing North 15°08'32" East a distance of 140.61 feet;

THENCE North 04°11'19" East a distance of 107.92 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the West a distance of 67.22 feet to a Point of Tangency (PT), said curve having a radius of 245.00 feet, a central angle of 15°43'09" and a long chord bearing North 03°40'16" West a distance of 67.01 feet;

THENCE North 11°31'51" West a distance of 17.37 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the Southwest a distance of 133.35 feet to a Point of Tangency (PT), said curve having a radius of 170.00 feet, a central angle of 44°56'33" and a long chord bearing North 34°00'07" West a distance of 129.95 feet;

THENCE North 56°28'24" West a distance of 101.18 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the Northeast a distance of 334.78 feet to a Point of Tangency (PT), said curve having a radius of 442.50 feet, a central angle 43°20'51" and a long chord bearing North 34°47'58" West a distance of 326.85 feet;

THENCE North 13°07'32" West a distance of 131.78 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the Southwest a distance of 205.79 feet to a Point of Tangency (PT), said curve having a radius of 540.00 feet, a central angle of 21°50'07" and a long chord bearing North 24°02'36" West a distance of 204.55 feet;

THENCE North 34°57'39" West a distance of 189.83 feet to Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the Southwest a distance of 166.78 feet to the South line of the Southwest Quarter (SW1/4) of said Section 25, said curve having a radius of 220.00 feet, a central angle of 43°26'08" and a long chord bearing North 56°40'43" West a distance of 162.82 feet;

THENCE South 89°44'58" East along the South line of the Southwest Quarter (SW1/4) of said Section 25 a distance of 107.39 feet to the Southwest corner of Lot B, Recorded Exemption No. 1311-25-3-RE 1406, recorded May 27, 1992 as Reception No. 02289234 of the records of the Weld County Clerk and Recorder;



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The following Eight (8) courses and distances are along the Westerly line of said Lot B, RE-1406:

THENCE North 19°53'31" West a distance of 342.46 feet;
THENCE North 23°51'31" West a distance of 215.54 feet;
THENCE North 12°38'23" West a distance of 104.24 feet;
THENCE North 01°10'16" East a distance of 83.13 feet;
THENCE North 13°37'14" East a distance of 133.59 feet;
THENCE North 26°30'27" East a distance of 198.70 feet;
THENCE North 45°32'46" East a distance of 354.83 feet;
THENCE North 58°36'18" East a distance of 111.72 feet to the Northwest corner of said Lot B, RE-1406;

THENCE South 89°44'47" East along the North line of said Lot B, RE-1406 a distance of 362.17 feet to the Center-South Sixteenth (C-S1/16) corner of said Section 25;

THENCE North 00°18'09" West along the West line of the North Half of the Southeast Quarter (N1/2 SE1/4) of said Section 25 a distance of 1319.61 feet to the Center Quarter (C1/4) corner of said Section 25, said point being the Southwest corner of Lot B, Recorded Exemption No. 1311-25-1 RE-3302, recorded June 24, 2002 as Reception No. 2963716 of the records of the Weld County Clerk and Recorder;

The following Nine (9) courses and distances are along the Westerly line of said Lot B, RE-3302:

THENCE North 00°17'42" West a distance of 961.05 feet;
THENCE North 32°52'06" East a distance of 296.59 feet;
THENCE North 15°41'15" East a distance of 145.30 feet;
THENCE North 03°31'12" East a distance of 287.32 feet;
THENCE North 12°00'19" West a distance of 109.62 feet;
THENCE North 23°16'31" West a distance of 234.33 feet;
THENCE North 15°47'01" West a distance of 173.84 feet;
THENCE North 15°15'08" East a distance of 400.49 feet;
THENCE North 03°01'30" East a distance of 113.18 feet to the Northwest corner of said Lot B, RE-3302;

THENCE North 00°41'16" West a distance of 30.00 feet to the North Right-of-way line of Weld County Road No. 18 established by that granted Road Petition recorded May 21, 1921 in Book 83 at Page 106 of the records of the Weld County Clerk and Recorder, said North Right-of-way line of Weld County Road No. 18 being Thirty (30) feet, as measured at a right angle, North of and parallel with the North line of the Northeast Quarter (NE1/4) of said Section 25;

THENCE North 89°18'44" East along said North Right-of-way line of Weld County Road No. 18 a distance of 2406.47 feet to the West Right-of-way line of Weld County Road No. 25 established by that Quit Claim Deed recorded April 24, 1914 in Book 393 at Page 294 of the records of the Weld County Clerk and Recorder, said West Right-of-line of Weld County Road No. 25 being Thirty (30) feet, as measured at a right angle, West of and parallel with the West line of the Southwest Quarter (SW1/4) of said Section 19;

THENCE North 00°06'14" West along said West Right-of-line of Weld County Road No. 25 a distance of 1275.95 feet;

THENCE North 89°53'46" East a distance of 30.00 feet to the West line of the Southwest Quarter (SW1/4) of said Section 19, said point being the Northwest corner of Lot 7, Lupton Meadows Land Company Map of Division No. 3, Section 19, Vacation and Replat of Lots 1-8, recorded December 3, 1996 as Reception No. 2523266 of the records of the Weld County Clerk and Recorder;

The following Five (5) courses and distances are along the Northerly line of said Lot 7:

THENCE North 89°28'04" East a distance of 1200.00 feet;
THENCE North 00°31'56" West a distance of 100.00 feet;
THENCE North 89°28'04" East a distance of 30.00 feet;
THENCE South 00°31'56" East a distance of 100.00 feet;
THENCE North 89°28'04" East a distance of 650.00 feet to the Northeast corner of said Lot 7;



EXHIBIT A OF EXHIBIT C
EVERIST ANNEXATION No. 1
Property Description
(5 of 8)

The following Seven (7) courses and distances are along the Easterly line of said Lot 7:

THENCE South 21°25'03" East a distance of 126.05 feet;
THENCE South 18°03'54" West a distance of 207.05 feet;
THENCE South 08°22'33" West a distance of 211.79 feet;
THENCE South 08°29'47" East a distance of 149.87 feet;
THENCE South 27°57'44" East a distance of 200.05 feet;
THENCE South 39°15'56" West a distance of 299.07 feet;
THENCE South 00°22'04" East a distance of 201.81 feet to the North Right-of-way line of Weld County Road No. 18 established by that Quit Claim Deed recorded April 24, 1914 in Book 393 at Page 294 of the records of the Weld County Clerk and Recorder, said North Right-of-way line of Weld County Road No. 18 being Thirty (30) feet, as measured at a right angle, North of and parallel with the South line of the Southwest Quarter (SW1/4) of said Section 19;
THENCE North 89°38'15" East along said North Right-of-way line of Weld County Road No. 18 a distance of 213.70 feet to the Northerly Right-of-way line of Weld County Road No. 18 established by those Quit Claim Deeds recorded May 9, 1994 as Reception Nos. 02387417, 02387418 and 02387419 of the records of the Weld County Clerk and Recorder and described in that Agreement recorded May 9, 1994 as Reception No. 02387420 of the records of the Weld County Clerk and Recorder;

The following Eight (8) courses and distances are along said Northerly Right-of-way line of Weld County Road No. 18 established by those Quit Claim Deeds with Reception Nos. 02387417, 02387418 and 02387419:

THENCE North 89°36'38" East a distance of 150.00 feet;
THENCE North 00°23'22" West a distance of 10.00 feet;
THENCE North 89°36'38" East a distance of 403.09 feet to a Point of Curvature (PC);
THENCE along the arc of a curve which is concave to the North a distance of 144.56 feet, said curve having a radius of 2460.00 feet, a central angle of 03°22'01" and a long chord bearing North 87°55'37" East a distance of 144.54 feet;
THENCE North 03°45'23" West, non-tangent to aforesaid curve, a distance of 10.00 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;
THENCE along the arc of a curve which is concave to the North a distance of 98.00 feet, said curve having a radius of 2450.00 feet, a central angle of 02°17'31" and a long chord bearing North 85°05'51" East a distance of 98.00 feet;
THENCE North 06°02'54" West, non-tangent to aforesaid curve, a distance of 10.00 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;
THENCE along the arc of a curve which is concave to the North a distance of 29.77 feet, said curve having a radius of 2440.00 feet, a central angle of 00°41'57" and a long chord bearing North 83°36'28" East a distance of 29.77 feet to the Northerly Right-of-way line of Weld County Road No. 18 established by that Quit Claim Deed recorded June 13, 1994 as Reception No. 02392901 of the records of the Weld County Clerk and Recorder;

The following Ten (10) courses and distances are along said Northerly Right-of-way line of Weld County Road No. 18 established by that Quit Claim Deed with Reception No. 02392901:

THENCE continuing along the arc of a curve which is concave to the North a distance of 27.82 feet a Point of Tangency (PT), said curve having a radius of 2440.00 feet, a central angle of 00°39'12" and a long chord bearing of North 82°55'54" East a distance of 27.82 feet;
THENCE North 82°36'18" East a distance of 639.76 feet to a Point of Curvature (PC);
THENCE along the arc of a curve which is concave to the South a distance of 52.47 feet, said curve having a radius of 2560.00 feet, a central angle of 01°10'28" and a long chord bearing North 83°11'32" East a distance of 52.47 feet;
THENCE South 06°13'14" East, non-tangent to aforesaid curve, a distance of 10.00 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;



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Steve Moreno, Clerk and Recorder, Weld County, CO

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Property Description
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THENCE along the arc of a curve which is concave to the South a distance of 102.02 feet, said curve having a radius of 2550.00 feet, a central angle of 02°17'32" and a long chord bearing North 84°55'32" East a distance of 102.01 feet;

THENCE South 03°55'42" East, non-tangent to aforesaid curve, a distance of 10.00 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of a curve which is concave to the South a distance of 203.20 feet, said curve having a radius of 2540.00 feet, a central angle of 04°35'01" and a long chord bearing North 88°21'48" East a distance of 203.14 feet;

THENCE South 00°39'19" West, non-tangent to aforesaid curve, a distance of 10.00 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of a curve which is concave to the South a distance of 116.64 feet to a Point of Tangency (PT), said curve having a radius of 2530.00 feet, a central angle of 02°38'29" and a long chord bearing South 88°01'27" East a distance of 116.63 feet;

THENCE South 86°42'12" East a distance of 182.30 feet to the Northerly Right-of-way line of Weld County Road No. 18 established by that Deed of Dedication recorded January 31, 2008 as Reception No. 3532450 of the records of the Weld County Clerk and Recorder;

The following Six (6) courses and distances are along said Northerly Right-of-way line of Weld County Road No. 18 established by said Deed of Dedication:

THENCE North 00°19'27" West a distance of 9.99 feet;

THENCE South 89°11'07" East a distance of 502.64 feet;

THENCE South 80°55'46" East a distance of 141.90 feet;

THENCE South 83°36'18" East a distance of 112.42 feet;

THENCE South 76°15'48" East a distance of 167.26 feet;

THENCE South 00°00'22" West a distance of 21.24 feet to the North line of Busker Annexation, recorded July 21, 2011 as Reception No. 3781339 of the records of the Weld County Clerk and Recorder;

THENCE South 89°38'08" West along the North line of said Busker Annexation, the Westerly extension thereof and along the South line of that parcel of land described in that Quit Claim Deed recorded October 19, 1907 in Book 250 at Page 235 of the records of the Weld County Clerk and Recorder a distance of 916.31 feet to the West line of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 19;

THENCE North 00°19'27" West along the West line of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 19 a distance of 38.72 feet to the Southerly line of that parcel of land described in said Quit Claim Deed with Reception No. 02392901;

The following Nine (9) courses and distances are along the Southerly lines of that parcel of land described in said Quit Claim Deed with Reception No. 02392901:

THENCE North 86°42'12" West a distance of 186.10 feet to a Point of Curvature (PC);

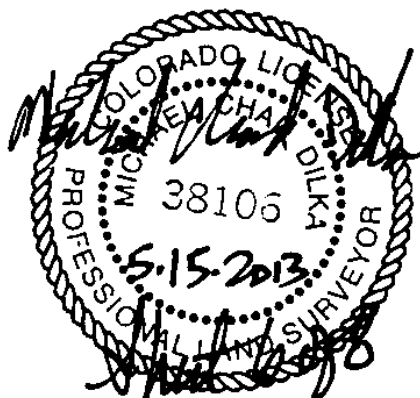
THENCE along the arc of a curve which is concave to the South a distance of 113.87 feet, said curve having a radius of 2470.00 feet, a central angle of 02°38'29" and a long chord bearing North 88°01'27" West a distance of 113.86 feet;

THENCE South 00°39'19" West, non-tangent to aforesaid curve, a distance of 10.00 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of a curve which is concave to the South a distance of 196.80 feet, said curve having a radius of 2460.00 feet, a central angle of 04°35'01" and a long chord bearing South 88°21'48" West a distance of 196.75 feet;

THENCE South 03°55'42" East, non-tangent to aforesaid curve, a distance of 10.00 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of a curve which is concave to the South a distance of 98.02 feet, said curve having a radius of 2450.00 feet, a central angle of 02°17'32" and a long chord bearing South 84°55'32" West a distance of 98.01 feet;



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EVERIST ANNEXATION No. 1**

Property Description

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THENCE South 06°13'14" East, non-tangent to aforesaid curve, a distance of 10.00 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;
THENCE along the arc of a curve which is concave to the South a distance of 50.01 feet to a Point of Tangency (PT), said curve having a radius of 2440.00 feet, a central angle of 01°10'28" and a long chord bearing South 83°11'32" West a distance of 50.01 feet;
THENCE South 82°36'18" West a distance of 307.95 feet to the South line of the Southeast Quarter (SE1/4) of said Section 19, said point being the most Easterly corner of that parcel of land described in that Quit Claim Deed recorded April 21, 1994 as Reception No. 02384828 of the records of the Weld County Clerk and Recorder;
THENCE continuing South 82°36'18" West along the Southerly line of that parcel of land described in said Quit Claim Deed with Reception No. 02384828 a distance of 245.94 feet to the Southerly Right-of-way line of Weld County Road No. 18 established by that Resolution vacating a portion of Right-of-way on Weld County Road 18, recorded September 18, 2003 as Reception No. 3107669 of the records of the Weld County Clerk and Recorder (however sheets 3 through 7, inclusive, are incorrectly included in said Resolution; the correct documents were obtained by King Surveyors, Inc. from L.G. Everist for the purpose of the property description), said Southerly Right-of-way line of Weld County Road No. 18 established by said Resolution being Thirty (30) feet, as measured at a right angle, Southerly of and parallel with the North line of the Northeast Quarter (NE1/4) of said Section 30;
THENCE South 89°36'41" West along said Southerly Right-of-way line of Weld County Road No. 18 established by said Resolution a distance of 127.58 feet;
THENCE South 89°38'15" West continuing along said Southerly Right-of-way line of Weld County Road No. 18 established by said Resolution and being established by said Quit Claim Deed recorded in Book 393 at Page 294, said Southerly Right-of-way line of Weld County Road No. 18 established by said Resolution and by said Quit Claim Deed recorded in Book 393 at Page 294 being Thirty (30) feet, as measured at a right angle, Southerly of and parallel with the North line of the Northwest Quarter (NW1/4) of said Section 30, a distance of 1480.86 feet to the Westerly line of the East 4.94 acres of Lot 2 of The Lupton Meadows Land Co. Map of Division No. 3, recorded June 12, 1909 as Reception No. 142526 of the records of the Weld County Clerk and Recorder;
THENCE South 00°26'24" East along the Westerly line of the said East 4.94 acres of Lot 2 a distance of 1299.55 feet to the South line of said Lot 2;
THENCE South 89°27'40" West along the South line of said Lot 2 and along the South line of Lot 1 of the said The Lupton Meadows Land Co. Map of Division No. 3 a distance of 1313.49 feet to the Southwest corner of said Lot 1, said point also being the North Sixteenth (N1/16) corner between said Section 25 and said Section 30;
THENCE South 00°24'27" East along the East line of the Northeast Quarter (NE1/4) of said Section 25 a distance of 1333.59 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM:

A parcel of land, being part of the South Half of the Northeast Quarter (S1/2 NE1/4) of Section Thirty-six (36), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center-North Sixteenth (C-N1/16) corner of said Section 36 and assuming the North line of the South Half of the Northeast Quarter (S1/2 NE1/4) of said Section 36, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS23027, 2001" at the West end and by a #6 rebar with a 2" diameter aluminum cap stamped "LS25937, 2003" at the East end, as bearing South 89°43'18" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2634.64 feet, with all bearings contained herein relative thereto:



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Property Description
(8 of 8)

THENCE South 89°43'18" East along the North line of the South Half of the Northeast Quarter (S1/2 NE1/4) of said Section 36 a distance of 30.00 feet to the Easterly Right-of-way line of Weld County Road No. 23.5 as established by that Road Petition referred to in Book 3 at Page 47 of the records of the Weld County Commissioners and located in the road records of Weld County in file 100/115 and dated January 11, 1882, said Easterly Right-of-way line of Weld County Road No. 23.5 being Thirty (30) feet, as measured at a right angle, Easterly of and parallel with the West line of the Northeast Quarter (NE1/4) of said Section 36, said point being the **POINT OF BEGINNING**;

THENCE continuing South 89°43'18" East along the North line of the South Half of the Northeast Quarter (S1/2 NE1/4) of said Section 36 a distance of 175.59 feet to the Northwest corner of Recorded Exemption No. 1311-36-1 RE-4145, recorded November 30, 2007 as Reception No. 3520579 of the records of the Weld County Clerk and Recorder;
The following Six (6) courses and distances are along the Westerly line of said RE-4145:
THENCE South 19°12'52" East a distance of 85.10 feet;
THENCE South 06°43'42" East a distance of 157.63 feet;
THENCE South 00°49'14" West a distance of 135.88 feet;
THENCE South 11°44'36" West a distance of 32.19 feet;
THENCE South 22°17'46" West a distance of 26.32 feet;
THENCE North 29°32'53" East a distance of 404.48 feet to said Easterly Right-of-way line of Weld County Road No. 23.5;
THENCE North 00°18'05" West a distance of 781.37 feet to the **POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM:

That portion of Lot A, Recorded Exemption No. 1311-25-1 RE-4600, recorded June 28, 2007 as Reception No. 3486659 of the records of the Weld County Clerk and Recorder, lying South of the South Right-of-way line of Weld County Road No. 18 established by that granted Road Petition recorded May 21, 1921 in Book 83 at Page 106 of the records of the Weld County Clerk and Recorder, said South Right-of-way line of Weld County Road No. 18 being Thirty (30) feet, as measured at a right angle, South of and parallel with the North line of the Northeast Quarter (NE1/4) of said Section 25;


Said parcel of land contains 709.222 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYOR'S STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



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Steve Moreno, Clerk and Recorder, Weld County, CO



Michael Chad Dilka - on behalf of King Surveyors, Inc.
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS, INC.
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 2012083

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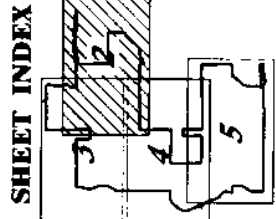
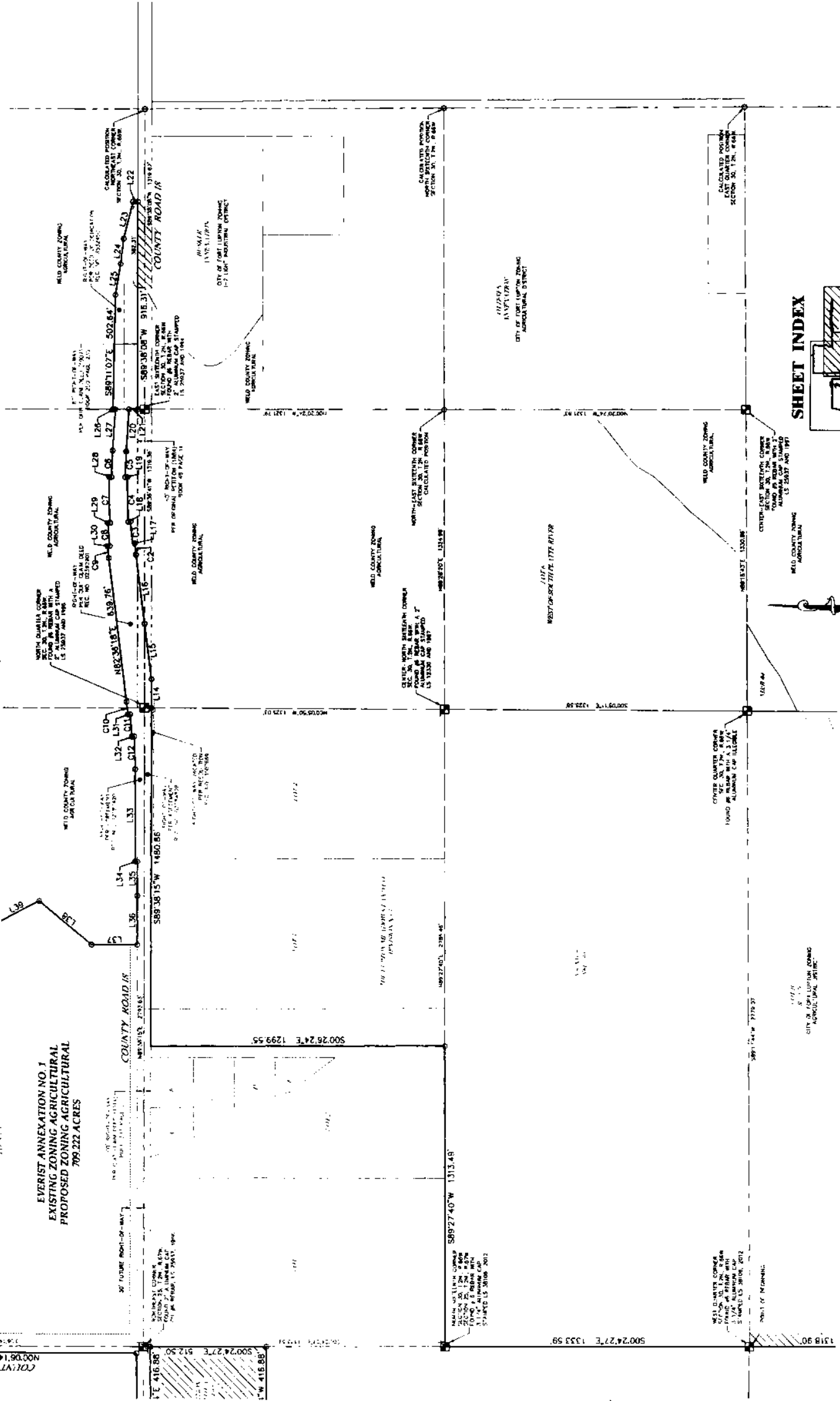
EVERIST ANNEXATION NO. 1 to the City of Fort Lupton

Exhibit B of Exhibit C (Sheet 2 of 5)

SEE SHEET 3 OF 5

SEE SHEET 3 OF 5

EVERIST ANNEXATION NO. 1
 EXISTING ZONING AGRICULTURAL
 PROPOSED ZONING AGRICULTURAL
 799.222 ACRES



LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- PLANNED PLACEST CORNERS AS RECORDED
- CALCULATED POSITION

DATE: 3/11/2013 FILE NAME: 201206BANK SCALE: 1"=200' DRAWN BY: CSR CHECKED BY: WMD	KING SURVEYORS, INC. 650 E. Garden Drive Windsor, Colorado 80550 Phone: (970) 686-5011 Fax: (970) 686-5821	EVERIST ANNEXATION NO. 1 FOR L.G. EVERIST INC. 7321 EAST 8TH AVENUE, SUITE 200 HENDERSON, CO 80640	PROJECT # 2012063	2 SHEET 2 OF 5
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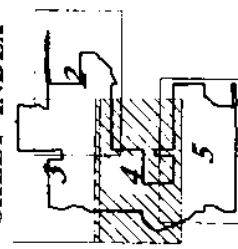
EVERIST ANNEXATION NO. 1 to the City of Fort Lupton

SEE SHEET 3 OF 5

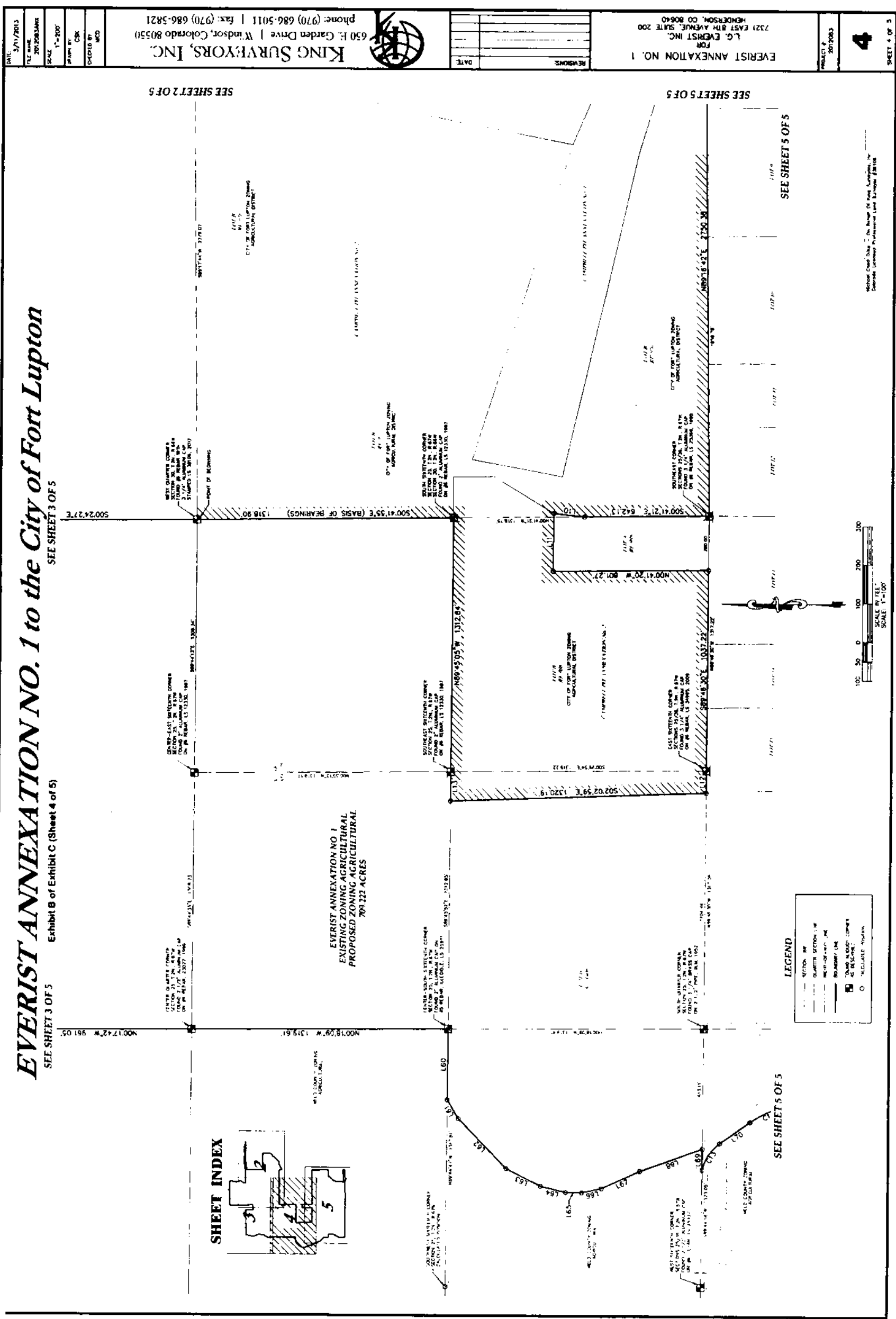
Exhibit B of Exhibit C (Sheet 4 of 5)

SEE SHEET 3 OF 5

SHEET INDEX

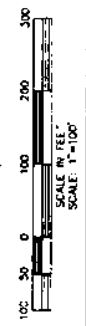


EVERIST ANNEXATION NO. 1
EXISTING ZONING AGRICULTURAL
PROPOSED ZONING AGRICULTURAL
709,222 ACRES



LEGEND

- SECTION BOUNDARY
- QUARTER SECTION LINE
- METERS/FEET
- BOUNDARY LINE
- TOWN & COUNTY CORNER AS BEARING
- NEGLIGIBLE PINNAC



DATE	3/1/2013
FILE NAME	201203A.MXD
SCALE	1"=200'
DRAWN BY	CM
CHECKED BY	MCD

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT # 201203A

4

EVERIST ANNEXATION NO. 1
FOR
L.G. EVERIST, INC.
7321 EAST 8TH AVENUE, SUITE 200
HENDERSON, CO 80640

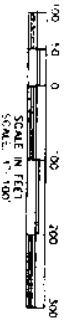
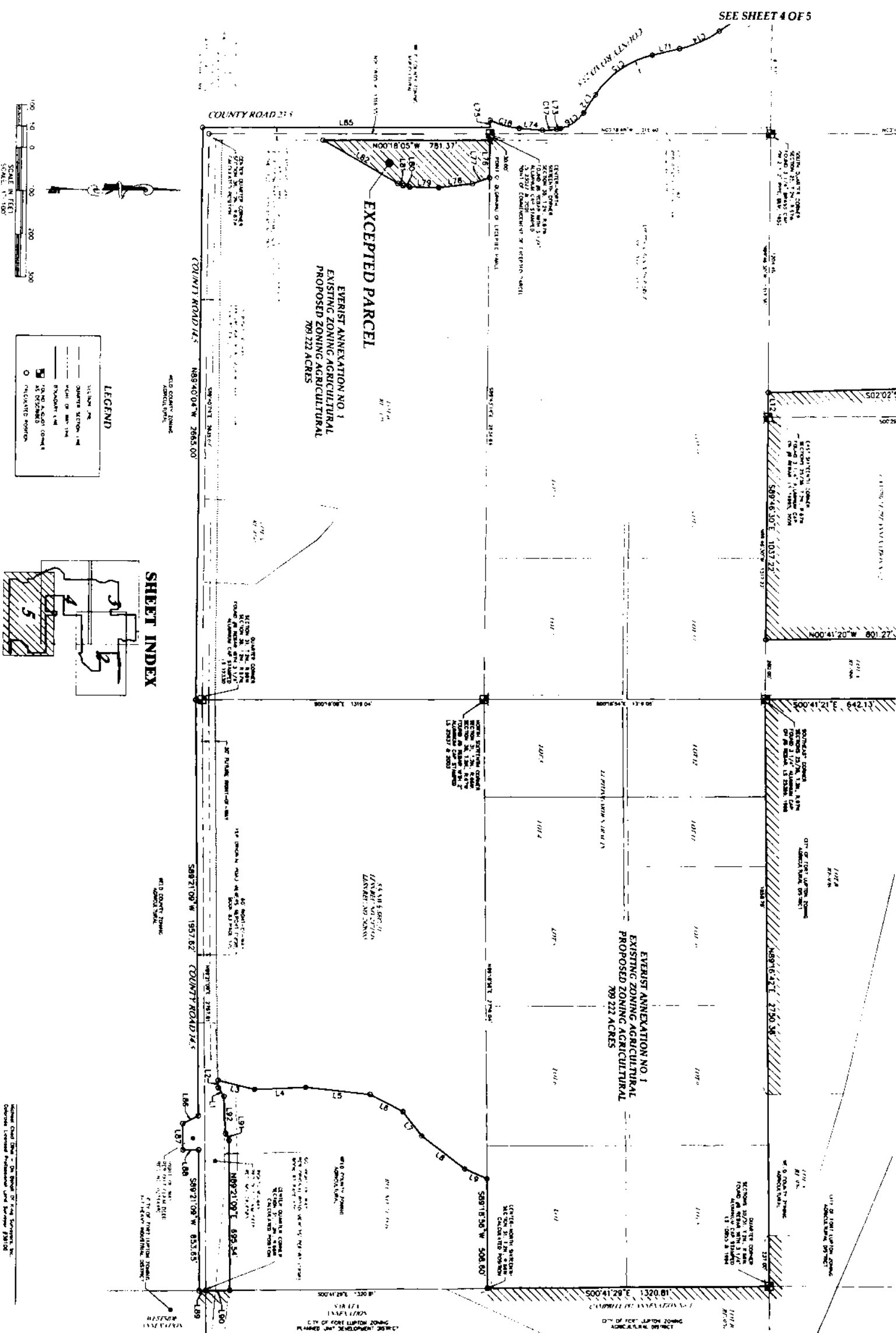
KING SURVEYORS, INC.
650 E. Garden Drive | Windsor, Colorado 80550
Phone: (970) 686-5011 | Fax: (970) 686-5821

EVERIST ANNEXATION NO. 1 to the City of Fort Lupton

SEE SHEET 4 OF 5

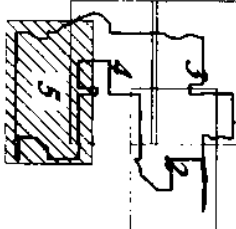
Exhibit B of Exhibit C (Sheet 5 of 5)

SEE SHEET 4 OF 5



LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- BOUNDARY LINE
- CALCULATED POINT

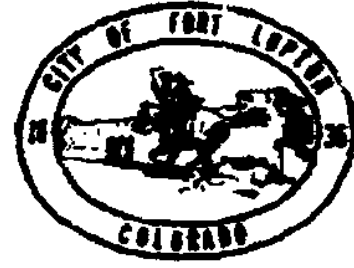


5	EVERIST ANNEXATION NO. 1 FOR L.G. EVERIST INC. 7321 EAST 8TH AVENUE, SUITE 200 HENDERSON, CO 80640	REVISIONS: _____ _____ _____	DATE: _____ _____	KING SURVEYORS, INC. 650 E. Garden Drive Windsor, Colorado 80550 phone: (970) 686-5011 fax: (970) 686-5821	DATE: 3/21/2013 FILE NO: 2013083444 SCALE: 1"=200' DRAWN BY: CDR CHECKED BY: MCD
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Exhibit D-1



City of Fort Lupton
130 S. McKinley Avenue, P.O. Box 148
Fort Lupton, Colorado 80621
303.857.6694 303-857-0351(Fax)

CAMPBELL PIT ANNEXATION #1 AND #2
ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 11 day of Nov, 2004, by and between Suburban Sand & Gravel hereinafter referred to as the "Owner", and the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado, hereinafter referred to as "Fort Lupton" or "City".

WITNESSETH:

WHEREAS, Owner desires to annex to Fort Lupton the property more particularly described on Exhibit "A", which is attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as "the property"); and

WHEREAS, Owner has executed a petition to annex the property, a copy of which petition is attached hereto as Exhibit "B", and incorporated herein and made a part hereof; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following agreement; and

WHEREAS, Owner acknowledges that upon annexation, the property will be subject to all ordinances, resolutions, and other regulations of Fort Lupton, as they may be amended from time to time; and

WHEREAS, the parties mutually agree that the annexation of the Property shall not create any additional cost or impose additional burden on the existing residents of the City to provide public facilities and services to the Property after annexation; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for ways and easements to Fort Lupton as contemplated in this Agreement, are directly related to and generated by development intended to occur within the property and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE CONVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

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Steve Moreno, Clerk and Recorder, Weld County, CO

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1. **Maps and Surveys.** Owner agrees to execute, promptly upon request of Fort Lupton, any and all maps, surveys, engineering, master planning, annexation impact reports and public notice and other documents necessary to finalize the annexation of the property and the other provisions of this Agreement.
2. **Exclusivity.** Owner agrees to not sign any other petition for annexation of the property or any petition for an annexation election relating to the property, except upon request of Fort Lupton.
3. **Fees.** Owner agrees to pay Fort Lupton annexation and zoning fees in the amount of \$5,600.00.
4. **Timeline.** Fort Lupton shall act upon the annexation petition following a public hearing on October 27, 2004, unless Owner consents to later action. Final action on the annexation ordinance may be delayed to a later meeting in the event that changes to this agreement require additional discussion by the City Council.
5. **Zoning.** Parties recognize that it is necessary by State Law, to zone the property within 90 days of annexation, and that the most appropriate use of the property is for gravel mining. Owner has agreed that the City will zone the property A(Agricultural) and the City will act upon this request following a public hearing on October 27, 2004. The Parties acknowledge that the proposed gravel mine will require a Special Use Permit (SUP), pursuant to the City's zoning ordinance, and that issuance of an SUP might be subject to reasonable conditions. The City will cooperate in the issuance of an SUP, with conditions being compliance with this Agreement and with an approved MLRB Permit as it might be revised from time-to-time. The Parties recognize that it is the intent and desire of Owner to develop the property in a manner consistent with the zoning requested and that the granting of such zoning by Fort Lupton is a condition to annexation of the property. Owner shall take all action necessary to permit zoning by Fort Lupton of the annexed property within the time prescribed by state statutes.
6. **Rights-of-Way and Easements.** Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the City whatever ownership, lease, or easements or rights-of-way that the owner may acquire for the proposed access road from CR 14½ to the Property that will be along the alignment of CR 25 if such road is annexed to the City. Such dedications shall occur immediately and only upon request of the City. The Owner does not foresee dedication of any public streets interior to the Property, but will comply with City subdivision regulations and other related ordinances in the event that plans change and new public streets are proposed.
7. **Street Maintenance.** Owner shall pay the City 1% of the gross revenues from the sale of sand and gravel from the Property, up to a total of \$110,000.00. Payments to the City shall be made quarterly, based on sales receipts during the previous calendar quarter, from the date of Commencement of Mining Operations. These funds shall be held and expended from a restricted account, maintained by the City, for repairs or

reconstruction of that portion of CR 14½ (14th Street), west of US Highway 85, that is within the City. In the event that the City annexes other street rights-of-way that are impacted by traffic from the Property, the total amount due to the City will be subject to renegotiation.

8. **Compliance With Master Plans.** Owner agrees that future development of the site will comply with the approved Mined Land Reclamation Board (MLRB) Permit, and any amendments thereto, and with conditions as may be placed by the City on the zoning Special Use Permit.
9. **"The Pond."** Owner agrees that the pit east of the Fort Lupton Bottoms Ditch designated as "The Pond" on the MLRB application will not be mined.
10. **"Willow Lake."** The parties acknowledge that Willow Lake is within the area intended to be conveyed to the City, and that the City might desire to install slurry walls in advance of mining and at the City's expense, to seal the pit resulting from mining Willow Lake. The Owner agrees to provide at least one year advance notice to the City of the Owner's intent to mine Willow Lake.
11. **Surface Use Agreements.** Prior to Commencement of Mining Operations, the Owner will provide the City Attorney with copies of any final Surface Use Agreements between the Owner and any other parties. Prior to Commencement of Mining Operations, the Owner will provide the City with an Amended Site Plan that reflects any change in oil/gas well buffers as required by the Surface Use Agreements.
12. **Road Maintenance Agreement.** Prior to Commencement of Mining Operations, the Owner will provide the City with a copy of an executed long-term maintenance agreement with Weld County for County Road 14½.
13. **Intersection Improvements.** Prior to Commencement of Mining Operations, the Owner shall complete all improvements to the intersection of 14th Street and US Highway 85, per the requirements of a Traffic Impact Analysis as approved by the Colorado Department of Transportation.
14. **CDPHE Permits.** Prior to Commencement of Mining Operations, the Owner shall obtain any necessary storm water discharge or emissions permits from the Colorado Department of Public Health and Environment (CDPHE).
15. **Corps of Engineers.** Owner will provide the City with copies of any permits for activities on the Property, including "404 " permits, that might be required by the U.S. Army Corps of Engineers.
16. **Erosion Control.** Prior to Commencement of Mining Operations, the Owner shall submit to the City Engineer an erosion control plan to address storm water runoff and dust control, and will make such amendments to the plan as might be required to meet applicable City standards.

- 17. **Compliance with Ordinances, Resolutions and Standards.** Owner agrees that the design, improvement, construction, development, and use of the property shall be in conformance with, and that Owner shall comply with, all City ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to subdivision, zoning, storm drainage, utilities, and flood control.
- 18. **Limitations.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.
- 19. **Disconnection.** No right or remedy of disconnection of the property from the City shall accrue from this Agreement, other than that provided by applicable state laws. In the event the property or any portion thereof is disconnected at Owner's request, Fort Lupton shall have no obligation to serve the disconnected property or portion thereof and this Agreement shall be void and of no further force and effect as to such property or portion thereof.
- 20. **Severability.** The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.
- 21. **Municipal Services.** Fort Lupton agrees to make available to the property all of the usual municipal services in accordance with the ordinances and policies of the City. The City will not be required to provide water and sanitary sewer services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the property is presently included within the boundaries of and is entitled to receive such services from the Fort Lupton Fire Protection District.
- 22. **Existing Water Rights.** The Parties acknowledge that the Owner does not own any water rights attendant to the property.

Future Conveyance of Water Rights. In the event that any future use of the Property is for residential or commercial development, the Owner agrees to comply with City ordinances and policies regarding water service.
- 23. **Parks and Public Lands.** Owner agrees to dedicate to the City areas to be used for public purposes. Subsequent to completion of mining operations and reclamation operations on the Property, and no later than fifteen years after Commencement of

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Mining Operations on the Property, the Owner will convey to the City by warranty deed all land east of the east bank of the Fort Lupton Bottoms Ditch; but if such Ditch is not realigned along the east side of the proposed Deep Lake pit, then such property east of the east bank of the Fort Lupton Bottoms Ditch and running northeasterly along the east side of the proposed Deep Lake pit.

24. **Cooperation.** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
25. **Amendments.** The City and any Owner without the consent of any other Owner may amend this agreement as long as such amendment affects only that Owner's portion of the property. Such amendments shall be in writing, shall be recorded with the County Clerk of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all parties hereto.
26. **Sole Agreement.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.
27. **Liability.** Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the property, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the property, or which are in any manner connected with Fort Lupton's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the City's option to pay the attorney's fees for defense counsel of the City's choice for, any such liability, claims, or demands.
28. **"Owner" Defined.** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.
29. **"Commencement of Mining Operations" Defined.** As used in this Agreement, the term "Commencement of Mining Operations" shall mean the date on which the extraction of sand and gravel or the export from the Property of any mined material begins. It shall not mean site preparation or the initial movement of overburden within the Property.

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08/01/2013 12:09 PM R Fee:\$411.00
Steve Moreno, Clerk and Recorder, Weld County, CO



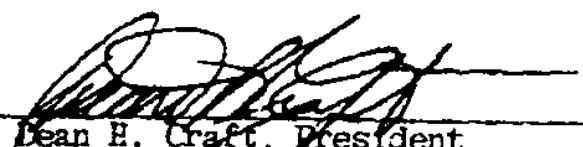
3324694 09/21/2005 09:46A Weld County, CO
6 of 16 R 81.00 D 0.00 Steve Moreno Clerk & Recorder

- 30. **Notice.** The Owner shall immediately notify the City in writing of the Commencement of Mining Operations.
- 31. **External References.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon Owner.
- 32. **Transferability.** This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land.
- 33. **Recording.** This Agreement shall be recorded with the County Clerk of Weld County, Colorado, at Owner's expense.
- 34. **Enforcement.** Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
- 35. **Termination.** This Agreement shall be null and void if the City fails to approve the annexation of the property.
- 36. **No Assurance of Annexation.** The Owner acknowledges that the annexation and zoning of the property are subject to the legislative discretion of the Fort Lupton City Council. No assurances of annexation or zoning have been made or relied upon by Owner. In the event, that, in the exercise of its legislative discretion, any action with respect to the property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by the Owner, or disconnection from the City in accordance with state law, as may be appropriate.
- 37. **Inclusion in NCWCD.** The Owner consents to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub-district pursuant to Section 97-45-136 (3.6) C.R.S. and to pay the appropriate inclusions fees and costs associated with such inclusion within six months of the date of annexation. Owner acknowledges that, upon inclusion into the district and sub-district, Owner'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 sub-district at the time of inclusion of Owner's lands. Owner agrees 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 sub-district can impose such mill levies and special assessments as it has the authority to impose. Owner also agrees to waive, upon inclusion, any right, which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

CAMPBELL'S C-MENT CONTRACTING, INC.

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Steve Moreno, Clerk and Recorder, Weld County, CO



by: 
Dean H. Craft, President

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 R.J. Campbell Pit 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 or will be contiguous with the City of Fort Lupton within such time as required by Section 31-12-104.
 - 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, 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.
 - f. 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, 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.
 - g. 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. The area proposed to be annexed is not part of any incorporated city, city and county, or town.



(11) (9)



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- b. The territory proposed to be annexed does not include any area which is the same or substantially the same as in which an election for an annexation to the City of Fort Lupton was held within the twelve months preceding the filing of this petition.
 - i. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - j. 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.
 - k. The territory to be annexed is 190.72 acres in total area.
 - l. 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.
 - m. 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.
 - n. 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. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of an annexation map shall be submitted to the City, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information:
- a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the annexation map.
 - d. The legal description.
 - e. Distinction of the boundary that is contiguous to the City and the length of same.
 - f. Lot and block numbers of the area if already platted.
 - g. Existing and proposed easements and rights-of-way.

(Handwritten marks)

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- h. Existing and requested zoning and acreage of each requested zone.
 - i. Ownership of all parcels within and adjacent to the annexation.
 - j. Appropriate certification blocks as directed by the Planning Department.
5. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of a master plan shall be submitted to the City of Fort Lupton, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information.
- a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the master plan.
 - d. Existing and proposed easements and rights-of-way.
 - e. Block numbers and lot numbers with approximate dimensions.
 - f. Proposed gross and net residential density.
 - g. Existing watercourses with adequate easements for flood control.
 - h. Designation of all public sites to be reserved and dedicated.
 - i. Existing two-foot contours.
 - j. Appropriate certification blocks as directed by the Planning Department.
6. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of five (5) copies of all required supportive information shall be submitted to the City of Fort Lupton which shall include the following:
- a. Soils description and limitation.
 - b. Preliminary utility plan.
 - c. Mailing addresses of all property owners within three hundred (300) feet of the annexation.
 - d. Affidavit concerning the amount and historical use of all water rights owned.
 - e. Vicinity map with one and one-half (1 1/2) mile radius, at a minimum scale of one (1) inch represents two thousand (2,000) feet.
 - f. Statement on community need for proposed annexation and zoning.
 - g. For all annexations in excess of ten (10) acres, the applicant shall obtain from the school district governing the area to be annexed a statement of the effect of the annexation upon the school district, including an estimate of the number of students generated by the proposed annexation and the capital construction required to educate such students.
7. 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.

AB (11)

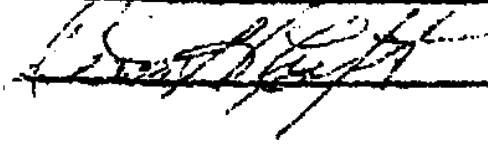
8. The zoning classification requested for the area proposed to be annexed is PUD, as shown on the annexation map attached hereto and incorporated herein.
9. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
10. 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 landowner(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.
11. The non-refundable annexation application fee of \$2,262.88 is tendered herewith.

(11) (12)



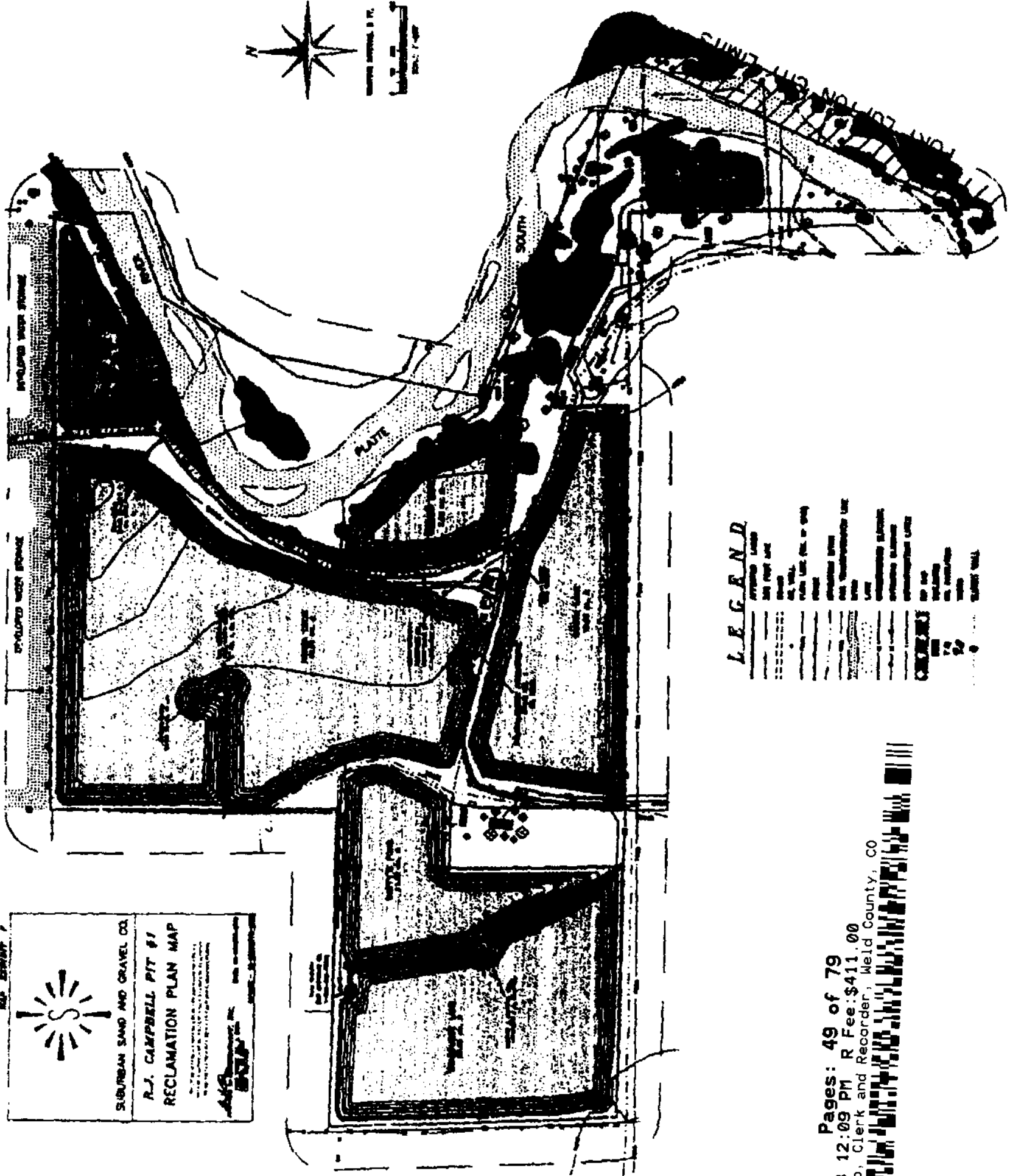
3324694 09/21/2005 09:46A Weld County, CO
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THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

Land Owner(s) Name(s) and Signature(s)	Mailing Address	Date of Signing
Campbell's C-Ment Contracting, Inc.	5400 Fenton St.	8-10-04
Dean H. Craft, President	Arvada, CO 80002	
		

(15) (13)

3324694 09/21/2005 09:46A Weld County, CO
 14 of 16 R 81.30 D 0.00 Steve Moreno Clerk & Recorder



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 08/01/2013 12:09 PM R Fee:\$411.00
 Steve Moreno, Clerk and Recorder, Weld County, CO



3324694 09/21/2005 09:46A Weld County, CO
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EXHIBIT A
LEGAL DESCRIPTION
OF
R. J. CAMPBELL PIT ANNEXATIONS

LEGAL DESCRIPTION OF CAMPBELL PIT ANNEXATION NO. 1:

COVERING LAND IN THE COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS:

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 30 TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 30; THENCE SOUTH 89°43'26" WEST ON AN ASSUMED BEARING ALONG THE SOUTHERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30 A DISTANCE OF 237.00 FEET; THENCE NORTH 00°16'34" WEST A DISTANCE OF 148.00 FEET; THENCE NORTH 72°58'01" WEST A DISTANCE OF 685.65 FEET; THENCE NORTH 76°33'25" WEST A DISTANCE OF 1700.00 FEET; THENCE NORTH 11°01'50" EAST A DISTANCE OF 474.60 FEET; THENCE SOUTH 72°08'34" EAST A DISTANCE OF 1700.00 FEET; THENCE SOUTH 66°17'21" EAST A DISTANCE OF 917.28 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 30; THENCE CONTINUING SOUTH 66°17'21" EAST A DISTANCE OF 784.14 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 31; THENCE SOUTH 25°09'11" WEST A DISTANCE OF 1678.46 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 31; THENCE NORTH 00°14'56" WEST ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF SECTION 31 A DISTANCE OF 1516.00 FEET TO THE POINT OF BEGINNING.

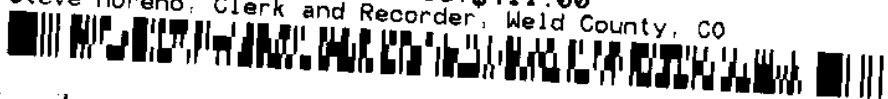
CONTAINS: 37.687 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF CAMPBELL PIT ANNEXATION NO. 2:

COVERING LAND IN THE COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 30, AND SOUTHEAST 1/4 OF SECTION 25 TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 30; THENCE SOUTH 89°43'26" WEST ON AN ASSUMED BEARING ALONG THE SOUTHERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30 A DISTANCE OF 237.00 FEET; THENCE NORTH 00°16'34" WEST A DISTANCE OF 148.00 FEET; THENCE NORTH 72°58'01" WEST A DISTANCE OF 685.65 FEET TO THE TRUE POINT OF BEGINING; THENCE SOUTH 00°16'34" EAST A DISTANCE OF 352.00 FEET; TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 SECTION 30; THENCE SOUTH 89°43'26" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 30 A DISTANCE OF 1858.74 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 30; THENCE NORTH 00°15'20" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 30 A DISTANCE OF 642.18 FEET; THENCE NORTH 06°44'17" EAST A DISTANCE OF 159.96 FEET; THENCE NORTH 89°20'05" WEST A DISTANCE OF 299.48 FEET; THENCE SOUTH 00°15'20" EAST PARALLEL TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 1 NORTH, RANGRE 67 WEST A DISTANCE OF 801.30 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH 89°20'05" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1037.22 FEET TO THE EAST 1/16 CORNER BETWEEN SECTION 25 AND 36; THENCE CONTINUING NORTH 89°20'05" WEST ALONG SAID SOUTH LINE A DISTANCE OF 112.90 FEET; THENCE NORTH 01°37'00" WEST A DISTANCE OF 1319.97 FEET; THENCE SOUTH 89°19'23" EAST A DISTANCE OF 148.74 FEET TO THE SOUTHEAST 1/16 CORNER OF SECTION 25; THENCE SOUTH 89°19'23" EAST A DISTANCE OF 1312.74 FEET TO THE SOUTH 1/16 CORNER BETWEEN SECTION 25 AND 30; THENCE NORTH 00°15'20" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 30 A DISTANCE OF 1318.80 FEET TO THE WEST 1/4 CORNER OF SECTION 30; THENCE NORTH 89°44'12" EAST A LONG NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 30 A DISTANCE OF 2779.04 FEET TO THE CENTER OF SAID SECTION 30; THENCE SOUTH 00°22'05" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 30 A DISTANCE OF 350.00 FEET; THENCE SOUTH 69°22'05" WEST A DISTANCE OF 416.00 FEET; THENCE SOUTH 29°07'05" WEST A DISTANCE OF 550.00 FEET; THENCE SOUTH 11°22'05" WEST A DISTANCE OF 992.00 FEET; THENCE NORTH 72°08'34" WEST A DISTANCE OF 1700.00 FEET; THENCE SOUTH 11°01'50" WEST A DISTANCE OF 474.60 FEET; THENCE SOUTH 76°33'25" EAST A DISTANCE OF 1700.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS: 153.033 ACRES MORE OR LESS.



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Steve Moreno, Clerk and Recorder, Weld County, CO



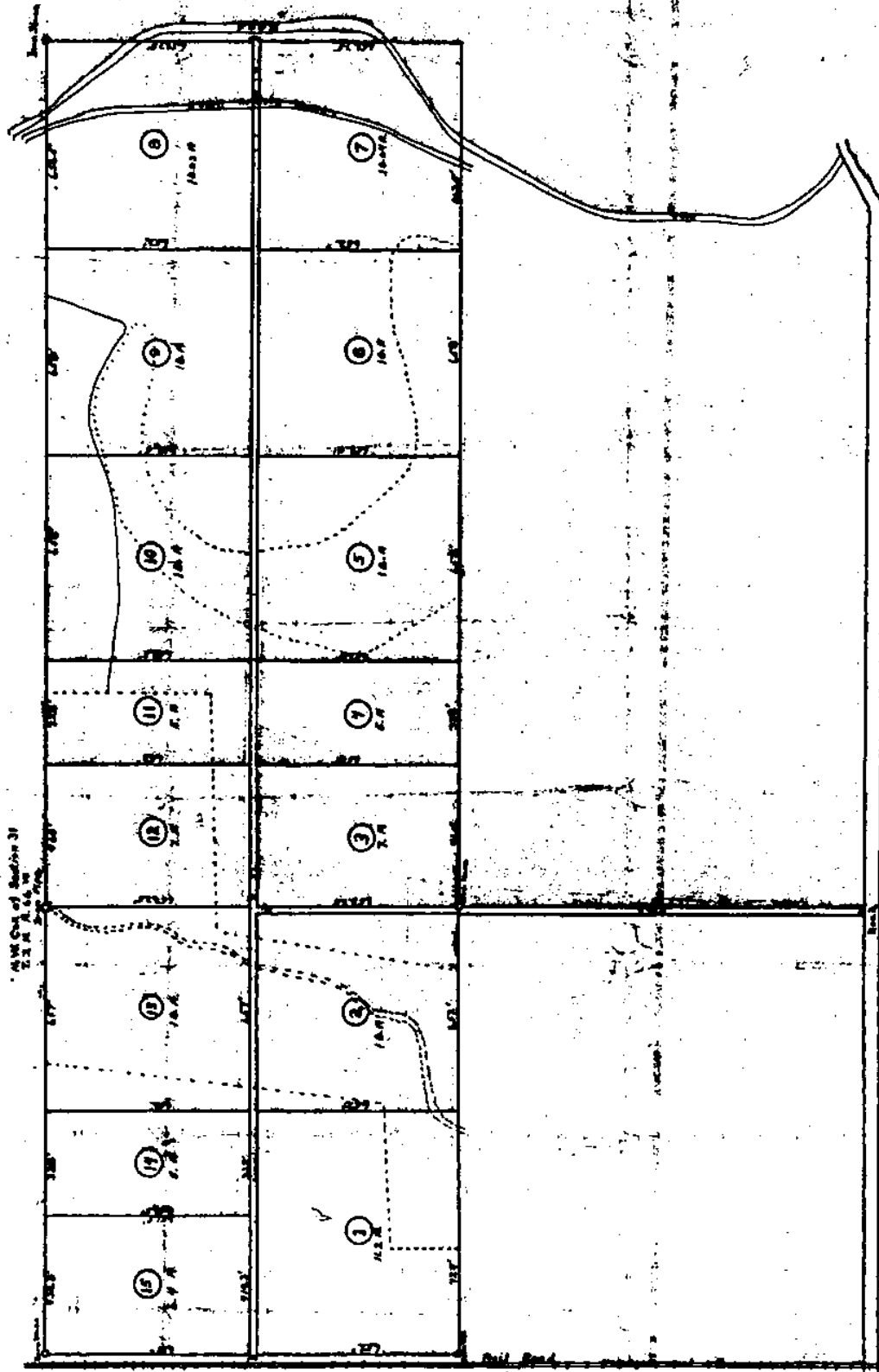
Exhibit E

364

LUPTON GARDEN TRACTS

WELD COUNTY COLORADO
LOCATED IN

N 1/2 of NW 1/4 Section 31 T. 2. N. R. 66. W.
and
N.E. 1/4 of NE 1/4 of Section 36 T. 2. N. R. 67. W.
Scale: 1 inch = 200 feet.



Read all maps by these persons. The maps were prepared by the Colorado State Surveyor, and the accuracy of the same is guaranteed by the State of Colorado. The maps were prepared by the Colorado State Surveyor, and the accuracy of the same is guaranteed by the State of Colorado.

In witness whereof, I have hereunto set my hand and seal this 1st day of August, 1911.

William E. Andrews
Charles R. Howard

Notary Public
My commission expires August 21, 1914.
No. 288974
I have hereby acknowledged the foregoing as the true and correct copy of the original as shown to me by the said Charles R. Howard.
Witness my hand and seal this 1st day of August, 1911.
Notary Public
Charles R. Howard

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 Steve Moreno, Clerk and Recorder, Weld County, CO

EVERIST NORTH MINOR SUBDIVISION

Exhibit G (Sheet 3 of 3)

DATE: 3/25/2013
 FILE NAME: 20130808-AMC
 SCALE: 1"=100'
 DRAWN BY: CSK
 CHECKED BY: MCD

KING SURVEYORS, INC.
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821

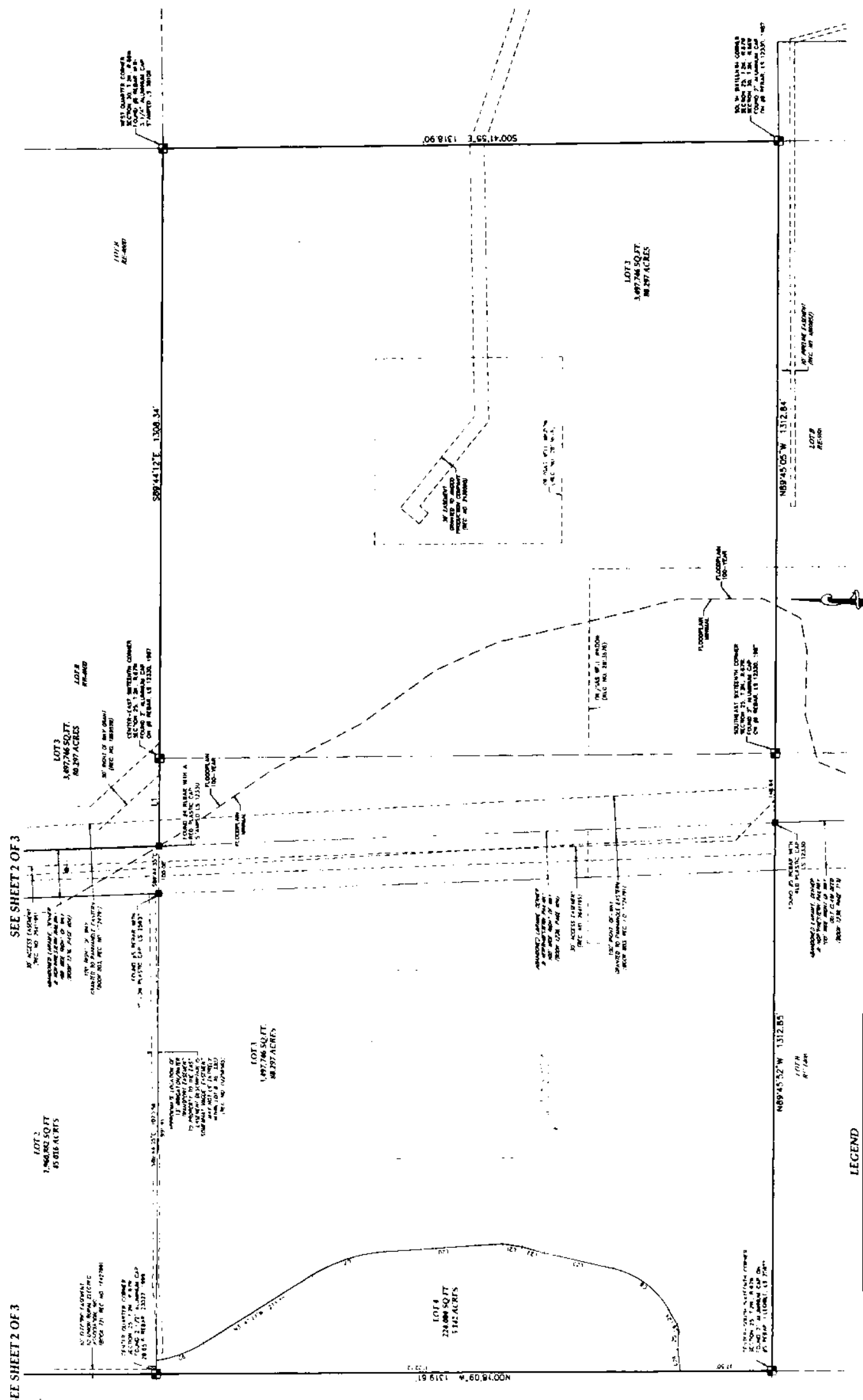


REVISIONS	DATE

FOR
EVERIST NORTH MINOR SUBDIVISION
 L.C. EVERIST INC.
 2221 EAST 8TH AVENUE, SUITE 200
 HENDERSON, CO 80640

PROJECT #
 20130803

3
 SHEET 3 OF 3



LEGEND

--- DASHED LINE	● UNPLANNED CORNER
--- SECTION LINE	● PLANNED CORNER
--- QUARTER SECTION LINE	● UNPLANNED CORNER
--- BOUNDARY LINE	● PLANNED CORNER
--- LOT LINE	○ CALCULATED POSITION
--- FLOODPLAIN LINE	



PRELIMINARY
 This drawing is preliminary and subject to change without notice.

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 Steve Moreno, Clerk and Recorder, Weld County, CO

EVERIST SOUTH MINOR SUBDIVISION

Exhibit H (Sheet 2 of 4)

DATE: 3/14/2013
 FILE NAME: SUB-MINOR-500/HR
 SCALE: 1"=100'
 DRAWN BY: CSK
 CHECKED BY: MCD

650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-3821
KING SURVEYORS, INC.

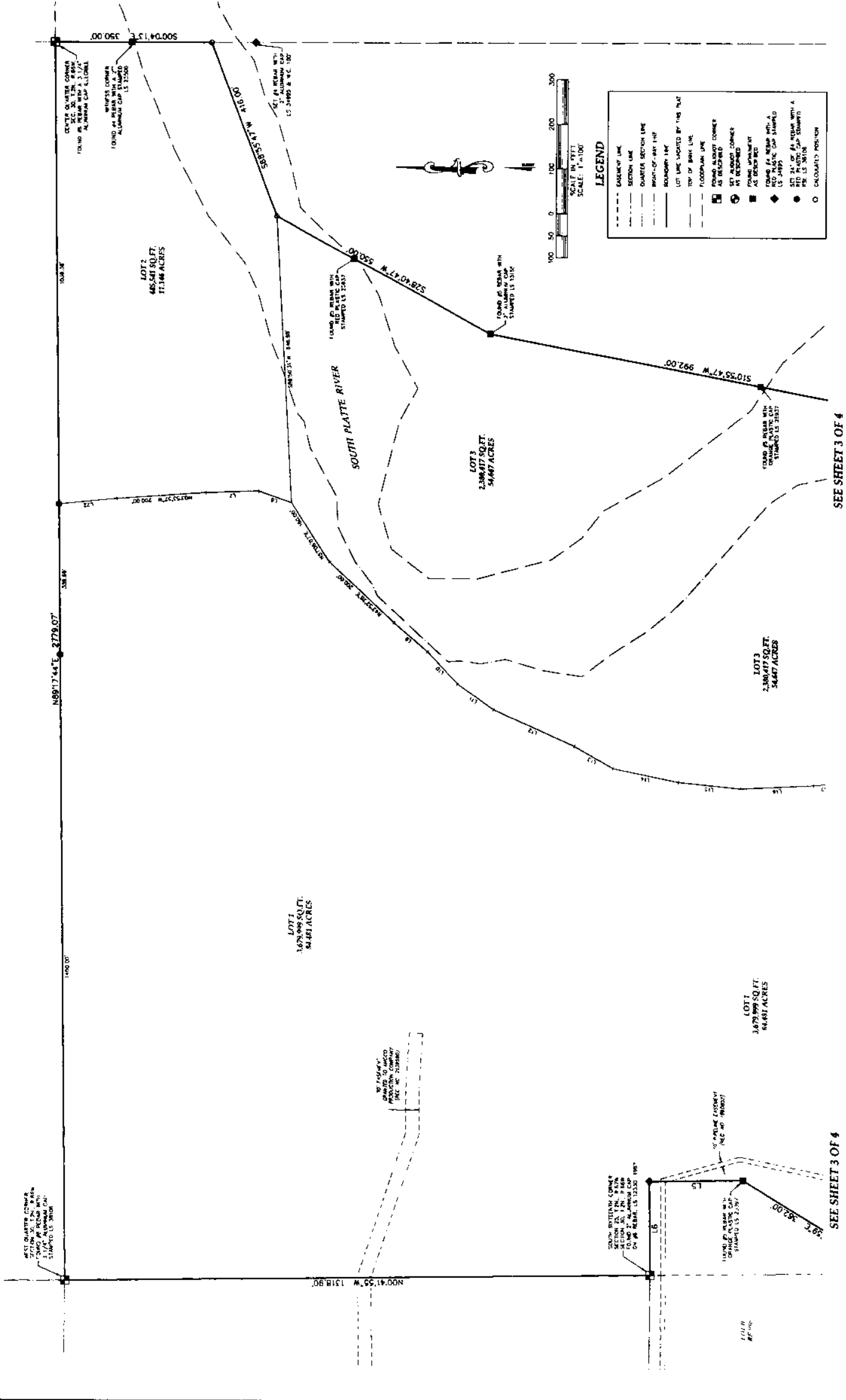
REVISIONS:
 DATE:

EVERIST SOUTH MINOR SUBDIVISION
 FOR
 L.G. EVERIST INC.
 7321 EAST 9TH AVENUE, SUITE 200
 HENDERSON, CO 80640

PROJECT # 2012083

2

SHEET 2 OF 4



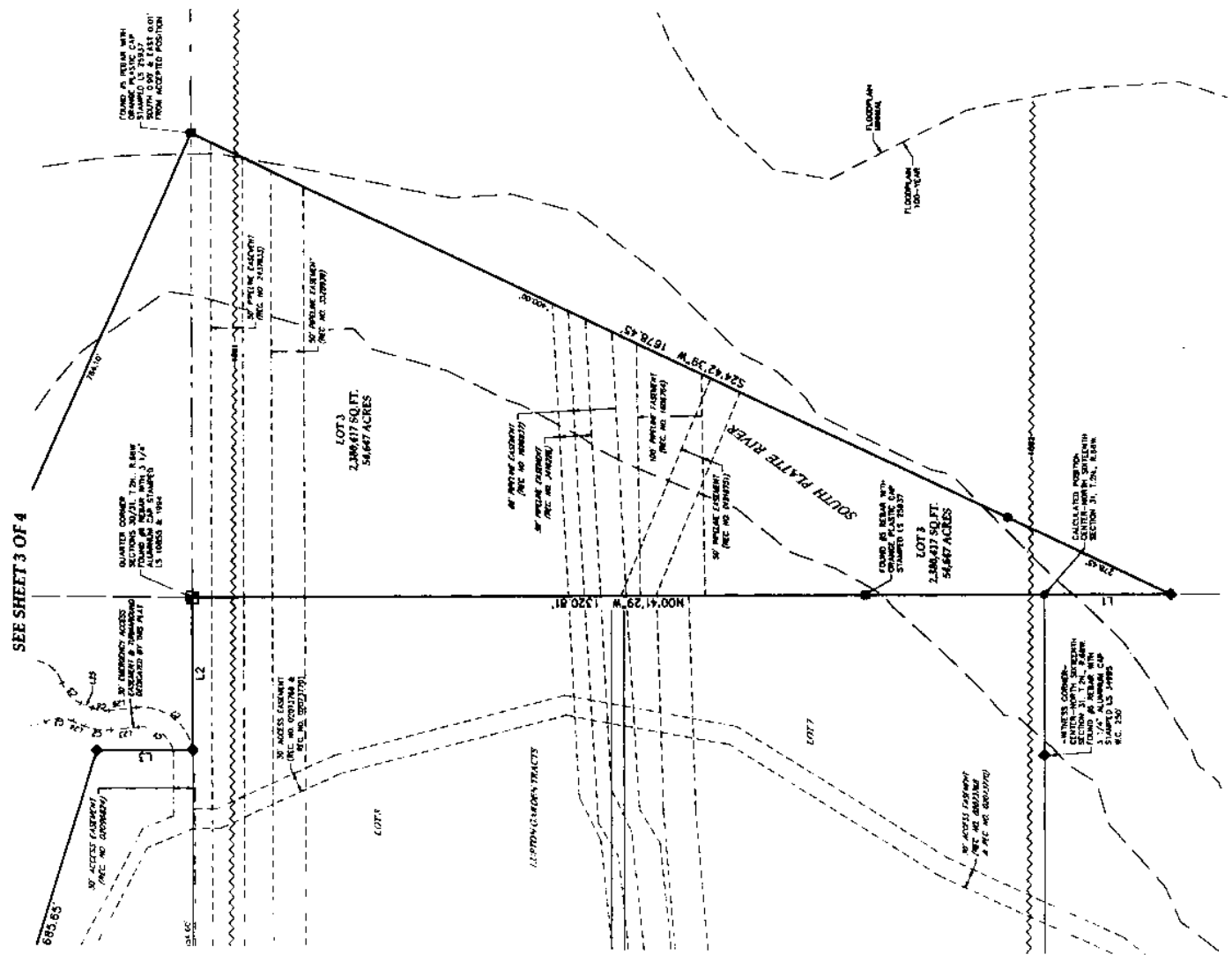
PRELIMINARY

Michael Chad King - Co. Owner of King Surveyors, Inc.
 Colorado Licensed Professional Land Surveyor #28106

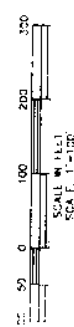
PRELIMINARY
 Author: Chad Dale - Co. Surveyor of King Surveyors, Inc.
 Colorado Licensed Professional Land Surveyor 28108

EVERIST SOUTH MINOR SUBDIVISION

Exhibit H (Sheet 4 of 4)



SEE SHEET 3 OF 4



LEGEND

--- (dashed line)	PROPERTY LINE
--- (solid line)	SECTION LINE
--- (dashed line)	QUARTER SECTION LINE
--- (dashed line)	RIGHT OF WAY LINE
--- (dashed line)	BOUNDARY LINE
--- (dashed line)	LOT LINE VOUCHER BY THIS PLAN
--- (dashed line)	TOP OF BANK LINE
--- (dashed line)	TRIBUTARY LINE
■ (square)	FOUND MONUMENT CORNER AS DISCUSSED
● (circle)	SET MONUMENT CORNER AS DISCUSSED
■ (square)	FOUND MONUMENT AS DISCUSSED
● (circle)	SET MONUMENT CORNER WITH A PLASTIC CAP STAMPED 15 YEARS
● (circle)	SET 3/4\"/>

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 Steve Moreno, Clerk and Recorder, Weld County, CO



EXHIBIT I-1
(PAGE 1 of 1)
PROPERTY DESCRIPTION
LOT 2, EVERIST SOUTH MINOR SUBDIVISION

A parcel of land being part of Lot B, Recorded Exemption No. 1309-30-3-RE 976, recorded April 23, 1987 as Reception No. 02096824 of the records of the Weld County Clerk and Recorder, located in the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Sixty-six (66) West of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

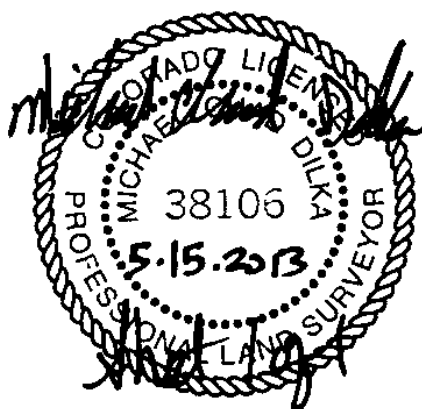
BEGINNING at the Center Quarter (C1/4) corner of said Section 30, said point also being the Northeast corner of said Lot B, and assuming the East line of the Southwest Quarter (SW1/4) of said Section 30, being monumentalized by a 2 3/8" diameter pipe with a 3 1/4" diameter illegible aluminum cap at the North end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS10855 1994" at the South end, as bearing South 00°04'14" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2636.99 feet, with all other bearings contained herein relative thereto;

The following Two (2) courses and distances are along the Easterly lines of said Lot B:
THENCE South 00°04'14" East along the East line of the Southwest Quarter (SW1/4) of said Section 30 a distance of 350.00 feet;
THENCE South 68°55'47" West a distance of 416.00 feet;
THENCE South 86°50'31" West a distance of 646.88 feet to the centerline of the East Lateral of the Lupton Bottom Ditch;
The following Four (4) courses and distances are along the centerline of the said East Lateral of the Lupton Bottom Ditch:
THENCE North 19°11'59" East a distance of 78.00 feet;
THENCE North 01°56'24" West a distance of 120.00 feet;
THENCE North 03°53'57" West a distance of 200.00 feet;
THENCE North 06°01'19" West a distance of 130.00 feet to the North line of said Lot B;
THENCE North 89°17'44" East along the North line of said Lot B a distance of 1039.38 feet to the **POINT OF BEGINNING**.

Said parcel of land contains 11.146 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYOR'S STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors, Inc.
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS, INC.
650 E. Garden Drive
Windsor, Colorado 80550
(970) 686-5011

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Steve Moreno, Clerk and Recorder, Weld County, CO
[Barcode]

JN: 2012083

(1 of 1)

S $\frac{1}{2}$ NW $\frac{1}{4}$
SECTION 30, T2N, R66W

LOT 6
THE LUPTON MEADOWS
LAND CO
DIVISION No.3

CENTER QUARTER CORNER
SEC. 30, T.2N., R.66W.
POINT OF BEGINNING

WEST QUARTER CORNER
SEC. 30, T.2N., R.66W.

N89°17'44"E 1039.38'

LOT 2
EVERIST SOUTH
MINOR SUBDIVISION
11.146 acres

LOT 1
EVERIST SOUTH
MINOR SUBDIVISION

LOT 3
EVERIST SOUTH
MINOR SUBDIVISION

CENTERLINE OF
THE EAST LATERAL OF
THE LUPTON BOTTOM DITCH

FORMERLY LOT B
RECORDED EXEMPTION
NO. 1309-30-3-RE976
(REC. NO. 02096824)

DW EWING FARMS LLC

DW EWING FARMS LLC

SOUTH QUARTER CORNER
SEC. 30, T.2N., R.66W.

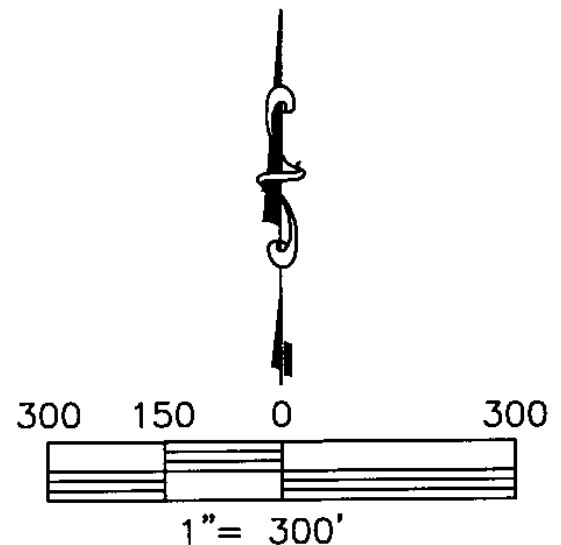
BASIS OF BEARINGS: S00°04'14"E 2636.99'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°04'14"E	350.00'
L2	S68°55'47"W	416.00'
L3	S86°50'31"W	646.88'
L4	N19°11'59"E	78.00'
L5	N01°56'24"W	120.00'
L6	N03°53'57"W	200.00'
L7	N06°01'19"W	130.00'

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



Michael Chad Dilka - on behalf of King Surveyors, Inc.
Colorado Licensed Professional Land Surveyor #38106



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08/01/2013 12:09 PM R Fee: \$411.00
Steve Moreno, Clerk and Recorder, Weld County, CO



KING SURVEYORS, INC.

650 East Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
www.kingsurveyors.com

PROJECT NO: 2012083
DATE: 5/15/2013
CLIENT: L.G. EVERIST
DWG: 2012083ANX-EXH-I-2
DRAWN: MCD CHECKED: MCD

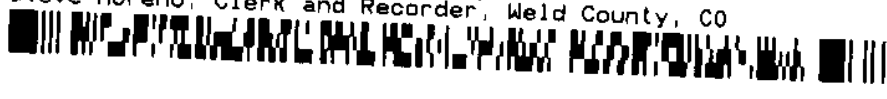


EXHIBIT J

WARRANTY DEED*

This Deed made this ___ day of _____, 20__ between L.G. Everist, Incorporated, an Iowa corporation, whose address is 7321 E. 88th Ave., Suite 200, Henderson, CO 80640, GRANTOR, and The City of Fort Lupton, a Colorado municipal corporation, whose street address is 130 S. McKinley Ave., Ft. Lupton, CO 80621, GRANTEE:

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, Grantee's successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein;

RESERVING UNTO GRANTOR, however, easements as specified on Exhibit B, attached hereto and incorporated herein;

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, Grantee's successors and assigns forever. The Grantor, for itself and its successors, does covenant, grant, bargain and agree to and with the Grantee, Grantee's successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever: EXCEPT for taxes for the current year, a lien but not yet due or payable; and EXCEPT those matters shown on Exhibit B and C attached hereto and incorporated herein by this reference.

* This document is to provide a basis for a form of the dedication of the Deep Lake property to the City of Fort Lupton pursuant to Paragraph 23 of the Annexation Agreement and Amendment to Existing Annexation Agreement between L.G. Everist and the City of Fort Lupton. It will be revised at the time of conveyance to properly reflect the conveyance and reserve the necessary easements.



EXHIBIT A
(Legal Description for Deep Lake Parcel)



EXHIBIT B
(Easement Reservation)

1. Reservation. From and after the date hereof, Grantor hereby reserves unto itself, its successors and assigns, a non-exclusive, perpetual easement, over and across those portions of the Property as described below (the "Easement Area") for the following purposes only (collectively, the "Easement Activities"):
 - 1.1 Providing Grantor and its agents or successors, access to the Well, including any replacement thereof installed in accordance with the existing permits for each respective Well to maintain, operate, reconstruct if necessary, or repair any facility necessary for the property operation of such Well, including any recalibration or metering of the groundwater flow. This access easement includes the right to travel by vehicle or foot from Weld County Road 18 to the Well by means of (i) those roads then existing on the Property that provide the most direct route to the Well, or (ii) such other reasonable access as approved by Grantee, which approval will not be unreasonably withheld, in which case Grantor shall, at Grantee's request, execute such documentation as provided for under Section 2.13.
 - 1.2 The continued use of an access to the Easement Area to provide electrical power to serve the energy requirements of the Well; provided that, power transmission lines are along the most direct and practical route as approved by the Grantee, which approval will not be unreasonably withheld; provided further that, Grantor shall, at Grantee's request, execute such documentation as provided for under Section 2.13 with respect to such route.
 - 1.3 Providing Grantor and its agents or successors access to the Well, including any replacements thereof, to construct, maintain, operate, repair and replace a non-exclusive twenty-five (25) foot pipeline and/or ditch right-of-way to convey and measure groundwater to either the East Lateral of the Lupton Bottom Ditch and/or the South Platte River from the Wells; provided that, such right-of-way is along the most direct and practical route as approved by the Grantee, which approval will not be unreasonably withheld.
 - 1.4 Providing Grantor and its agents or successors and assigns access to construct, operate, maintain, repair and replace either an open ditch or a pipeline upon a non-exclusive twenty-five (25) foot pipeline and/or ditch right-of-way in order for the Grantor to convey and measure surface water from its water between its historical head gates located on the East Lateral of the Lupton Bottom Ditch and the South Platte river either directly to the South Platte river or indirectly to said river by way of the aforementioned pipeline and/or ditch right-of-way; provided that such right-of-way is along the most direct and practical route as approved by



the Grantee, which approval will not be unreasonably withheld.

- 1.5 Providing Grantor and its agents or successors access to construct, operate, maintain, repair and replace the Well and such additional water wells as may be reasonably necessary to utilize its water.

2. Grantor's Covenants.

- 2.1 Grantor shall provide to Grantee reasonable advance notice of Grantor's exercise of this Easement except for routine periodic access to accomplish the Easement Activities provided for under this Easement.
- 2.2 Grantor shall exercise its rights under this Easement so as to minimize interruption of Grantee's operations on the Property and shall take all reasonable steps to keep any Easement Activities on the Property to a minimum and shall consult with Grantee prior to taking any action other than routine periodic inspections in order to minimize disruption or the use or enjoyment of its property.
- 2.3 Grantor shall protect the Easement Area and any adjacent lands of Grantor or others from damage caused in whole or in part by acts or omissions of Grantee, its agents, employees, contractors, concessionaires, representatives, successors and assigns (collectively, and together with Grantor, "Grantor's Responsible Parties"). For purposes of clarification, any owners or operators (or any agents, employees or invitees thereof) of natural gas pipelines or any oil and gas drilling, exploration or production equipment which may be located on the Easement Area (or any portion thereof) will not be included within or associated with Grantor's Responsible Parties. Grantor shall clean, cure, repair and correct any such damage to any elements of the Easement Area or the above referenced adjacent lands, including, but not limited to, any utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris, and similar materials.
- 2.4 All Easement Activities shall be performed at Grantor's sole cost and expense.
- 2.5 Grantor's Responsible Parties shall enter onto the Easement Area and utilize the easement granted hereunder at their own risk and they further assume all risks related to the same. Grantee shall have no liability to Grantor's Responsible Parties for any and all claims, damages, losses, liens, costs, liabilities, fines, and expenses (including reasonable attorneys' fees and court costs), damage to or destruction of property, and death of or injury to any person related to or arising from entry onto the Easement Area and Grantee is hereby irrevocably and forever released from the same.

- 2.6 In all actions undertaken on the Easement Area by any of Grantor's Responsible Parties, all work shall be completed in a workmanlike manner, free of all liens (including mechanic's liens) and encumbrances on the Easement Area.
- 2.7 Grantor shall not cause, or permit to be caused by any of Grantor's Responsible Parties, any Hazardous Materials (as defined below) to be transported to, or dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Area or any other lands owned by Grantor. "Hazardous Materials" means substances, materials or waste, the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," hazardous substance," "pollutant," or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S. C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.
- 2.8 Grantor shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the Easement Area and has or shall obtain all permits and approvals required by applicable governmental or quasi-governmental entities in connection with Grantor's Easement Activities and use of the Easement Area as permitted hereunder.
- 2.9 This Easement and rights granted herein shall not be used in such a manner as to violate any county regulation, city ordinance or state or federal law, rule or regulation.
- 2.10 Grantor shall utilize the Easement in such a manner so as to avoid any material interruption of or interference with Grantee's use of the subject property.
- 2.11 Grantor shall obtain, keep in force and maintain and cause each of its contractors to obtain, keep in force and maintain, at no cost to Grantee, policies of insurance of the types and in the amounts required by Grantee.
- 2.12 Grantor shall be solely responsible at its own cost and expense for any and all permits or any other approvals required by any federal, state or local governmental or quasi-governmental entity as may be required for Grantor's exercise of its rights under this Easement.
- 2.13 Grantor shall, from time to time, execute such documentation, in a recordable

form, as Grantee may request for the purposes of identifying the Easement Area.

3. Indemnification.

- 3.1 Grantor shall indemnify, protect, hold harmless and, in Grantee's sole discretion, defend (with counsel reasonably acceptable to Grantee) Grantee, and its officers, employees, agents and attorneys and their successors and assigns (collectively with Grantee, the "Indemnitees") from and against any and all claims, damages, losses, liens, costs, liabilities, fines, and expenses (including reasonable attorneys' fees and court costs), damage to or destruction of property, and death of or injury to any person (collectively, "Losses"), caused by, arising out of or resulting from the breach by Grantor or Grantor's Responsible Parties of any representation, warranty or covenant hereunder, or the exercise by any of Grantor's Responsible Parties of the rights granted hereunder, or arising out of or in any way related to any claim made regarding any of Grantor's Responsible Parties' use of the Easement Area or failure to comply with this Easement, or any damage caused by any of Grantor's Responsible Parties to the Easement Area, or mechanics liens filed against the Easement Area as a result of the actions or inactions of any of Grantor's Responsible Parties. Such indemnity, hold harmless and (in Indemnitee's sole discretion) defense (with counsel reasonably acceptable to the Indemnitees) also shall include, but not be limited to, Losses arising from the Easement Activity or Losses caused by any of Grantor's Responsible Parties.
- 3.2 Without limiting the generality of the foregoing indemnity, Grantor further agrees to indemnify, protect, hold harmless and, in the Indemnitees' sole discretion, defend (with counsel reasonably acceptable to the Indemnitees) the Indemnitees against and in respect of any and all damages, claims, liens, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, reasonable legal, accounting, consulting, and engineering fees and related costs) that may be imposed on, incurred by, or asserted against the Indemnitees by any other party or parties (including, without limitation, a governmental entity) arising out of, in connection with, or relating to the presence of any Hazardous Materials on the Easement Area caused or permitted by any of Grantor's Responsible Parties, but specifically excluding therefrom any hazardous materials on the Easement Area caused or permitted by parties who are not included within Grantor's Responsible Parties.
4. Easement Runs With Land. This Easement shall burden, attach to and run with the Property, and shall be binding not only upon Grantee, but also upon its successors and assigns and any other person or persons which may acquire an ownership or leasehold interest in all or any portion of the Property. The terms and provisions of this Easement shall not expire and shall be perpetual unless specifically released in writing by the Grantor or its successors or assigns. The rights granted hereunder to Grantor are personal to Grantor and may not be assigned by Grantor without Grantee's prior written consent,

which consent shall not be unreasonably withheld, conditioned or delayed.
Notwithstanding the foregoing, Grantee's consent shall not be required for such
assignment by Grantor to any party acquiring title to any water right or well, provided,
that Grantee is given advance written notice of such assignment.

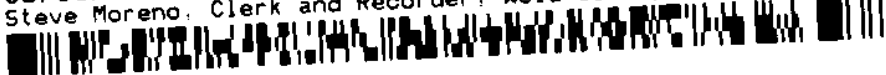
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Steve Moreno, Clerk and Recorder, Weld County, CO


EXHIBIT C
(Matters Identified on Title Commitment)
(include well)

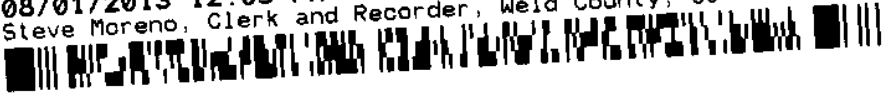
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EXHIBIT K1
(PAGE 1 of 3)
PROPERTY DESCRIPTION

A parcel of land being part of the Southwest Quarter (SW1/4) of Section Nineteen (19), part of Section Thirty (30) and part of the North Half (N1/2) of Section Thirty-one (31), all in Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), and being part of Section Twenty-five (25) and part of the North Half (N1/2) of Section Thirty-six (36), both in Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and consisting of the following constituent parts:

1) Metes and Bounds Parcel #1 – The South Half of the Northwest Quarter (S1/2 NW1/4) of Section Thirty-one (31), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), EXCEPTING THEREFROM: That parcel of land described in that Quit Claim Deed recorded January 12, 1996 as Reception No. 2471548 of the records of the Weld County Clerk and Recorder, ALSO EXCEPTING THEREFROM: That parcel of land described as road right-of-way in that Quit Claim Deed recorded February 14, 1995 as Reception No. 2426585 of the records of the Weld County Clerk and Recorder.

2) Lots A and B, Recorded Exemption No. 1311-36-1 RE-4145, recorded November 30, 2007 as Reception No. 3520579 of the records of the Weld County Clerk and Recorder.

3) Lots 1, 2, 3, 4, 5, 6 and 7, Lupton Garden Tracts Amended Subdivision (a proposed subdivision as of 2-27-2013).

Formerly Lots 1 through 15, inclusive, and road rights-of-way as shown on the plat of Lupton Garden Tracts, recorded December 13, 1921 as Reception No. 368977 of the records of the Weld County Clerk and Recorder.

4) Metes and Bounds Parcel #2 – A parcel of land located in the North Half (N 1/2) of Section Thirty-six (36), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the North Quarter (N1/4) corner of said Section 36 and assuming the North line of the Northeast Quarter (NE1/4) of said Section 36 as bearing South 89°46'30" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2634.58 feet, with all other bearings contained herein relative thereto;

THENCE South 89°46'30" East along said North line a distance of 1204.46 feet to the East line of the Denver, Laramie and Northwestern Railroad right-of-way as described in deeds recorded in Book 292 at Page 368 and Book 305 at Page 583 of the records of the Weld County Clerk and Recorder;

THENCE South 02°02'59" East along said East line a distance of 1318.74 feet to the South line of the North Half of said Northeast Quarter (N1/2 NE1/4);

THENCE North 89°43'18" West along said South line a distance of 1244.44 feet to the Center-North Sixteenth (C-N1/16) corner of said Section 36;

THENCE North 89°42'49" West along the South line of the North Half of the Northwest Quarter (N1/2 NW1/4) of said Section 36 a distance of 29.86 feet to the centerline of Weld County Road 23.5 as it now exists and the beginning point of a curve, non-tangent to the aforesaid line;

Thence along said centerline by the following Eleven (11) courses and distances:

THENCE along the arc of a curve concave to the Northwest a distance of 138.56 feet, said curve has a Radius of 400.00 feet, a Delta of 19°50'47" and is subtended by a Chord that bears North 14°06'43" East a distance of 137.86 feet to a Point of Tangency (PT);



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EXHIBIT K1
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PROPERTY DESCRIPTION

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THENCE North 04°11'19" East a distance of 107.92 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the West a distance of 75.45 feet, said curve has a Radius of 275.00 feet, a Delta of 15°43'09" and is subtended by a Chord that bears North 03°40'16" West a distance of 75.21 feet to a Point of Tangency (PT);
THENCE North 11°31'51" West a distance of 17.37 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the Southwest a distance of 156.88 feet, said curve has a Radius of 200.00 feet, a Delta of 44°56'33" and is subtended by a Chord that bears North 34°00'07" West a distance of 152.89 feet to a Point of Tangency (PT);
THENCE North 56°28'24" West a distance of 101.18 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the Northeast a distance of 312.08 feet, said curve has a Radius of 412.50 feet, a Delta of 43°20'51" and is subtended by a Chord that bears North 34°47'58" West a distance of 304.69 feet to a Point of Tangency (PT);
THENCE North 13°07'32" West a distance of 131.78 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the Southwest a distance of 217.22 feet, said curve has a Radius of 570.00 feet, a Delta of 21°50'06" and is subtended by a Chord that bears North 24°02'36" West a distance of 215.91 feet to a Point of Tangency (PT);
THENCE North 34°57'39" West a distance of 189.83 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the Southwest a distance of 106.57 feet, said curve has a Radius of 250.00 feet, a Delta of 24°25'27" and is subtended by a Chord that bears North 47°10'23" West a distance of 105.77 feet to the North line of aforesaid Northwest Quarter (NW1/4);
THENCE South 89°44'54" East along said North line, which is non-tangent to the aforesaid curve, a distance of 637.43 feet to the **POINT OF BEGINNING**.

- 5) Lots A and B, Recorded Exemption No. 1311-25-4-RE986, recorded February 17, 1988 as Reception No. 02131167 of the records of the Weld County Clerk and Recorder.
- 6) Lot B, Recorded Exemption No. 1311-25-3-RE1406, recorded May 27, 1992 as Reception No. 02289234 of the records of the Weld County Clerk and Recorder.
- 7) Lots 1 through 4, inclusive, Everist North Minor Subdivision (a proposed subdivision as of 2-27-2013).

Formerly the following 3 parcels of land:

- a) The North Half of the Southeast Quarter (N1/2 SE1/4) of Section Twenty-five (25), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.).
 - b) Metes and Bounds Parcel #3 – That portion of that strip of land, One Hundred (100) feet in width, described in that Quit Claim Deed recorded October 28, 1948 in Book 1236 at Page 404 of the records of the Weld County Clerk and Recorder lying within the Northeast Quarter (NE1/4) of Section Twenty-five (25), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.).
 - c) Lot B, Recorded Exemption No. 1311-25-1 RE-3302, recorded June 24, 2002 as Reception No. 2963716 of the records of the Weld County Clerk and Recorder.
- 8) Lot B, Recorded Exemption No. 1311-25-1 RE-4600, recorded June 28, 2007 as Reception No. 3486659 of the records of the Weld County Clerk and Recorder.
 - 9) Lot 7, Lupton Meadows Land Company Map of Division No. 3, Section 19, Vacation and Replat of Lots 1-8, recorded December 3, 1996 as Reception No. 2523266 of the records of the Weld County Clerk and Recorder.



EXHIBIT K1
(PAGE 3 of 3)
PROPERTY DESCRIPTION

10) Lot 1 of the Northwest Quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.) as shown on The Lupton Meadows Land Co. Map of Division No. 3, recorded June 12, 1909 as Reception No. 142526 of the records of the Weld County Clerk and Recorder.

11) Lot 2 of the Northwest Quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.) as shown on The Lupton Meadows Land Co. Map of Division No. 3, recorded June 12, 1909 as Reception No. 142526 of the records of the Weld County Clerk and Recorder, EXCEPTING THEREFROM: Parcels A, B, C, D and E of the Northwest Quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.) as shown on an unrecorded and undated map prepared by Lind Engineering and described in that Public Trustee's Deed recorded October 23, 1969 in Book 616 as Reception No. 1538431 of the records of the Weld County Clerk and Recorder, ALSO EXCEPTING THEREFROM: The East 4.94 acres of said Lot 2.

12) Parcels A, B, C, D and E of the Northwest Quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.) as shown on an unrecorded and undated map prepared by Lind Engineering and described in that Public Trustee's Deed recorded October 23, 1969 in Book 616 as Reception No. 1538431 of the records of the Weld County Clerk and Recorder.

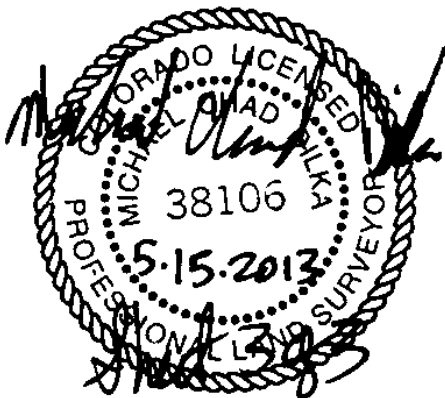
13) Lots 1 through 3, inclusive, Everist South Minor Subdivision (a proposed subdivision as of 2-27-2013).

Formerly Lot B, Recorded Exemption No. 1309-30-3-RE 976, recorded April 23, 1987 as Reception No. 02096824 of the records of the Weld County Clerk and Recorder.

Said parcel of land contains 881.089 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.


SURVEYOR'S STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors, Inc.
Colorado Licensed Professional Land Surveyor #38106

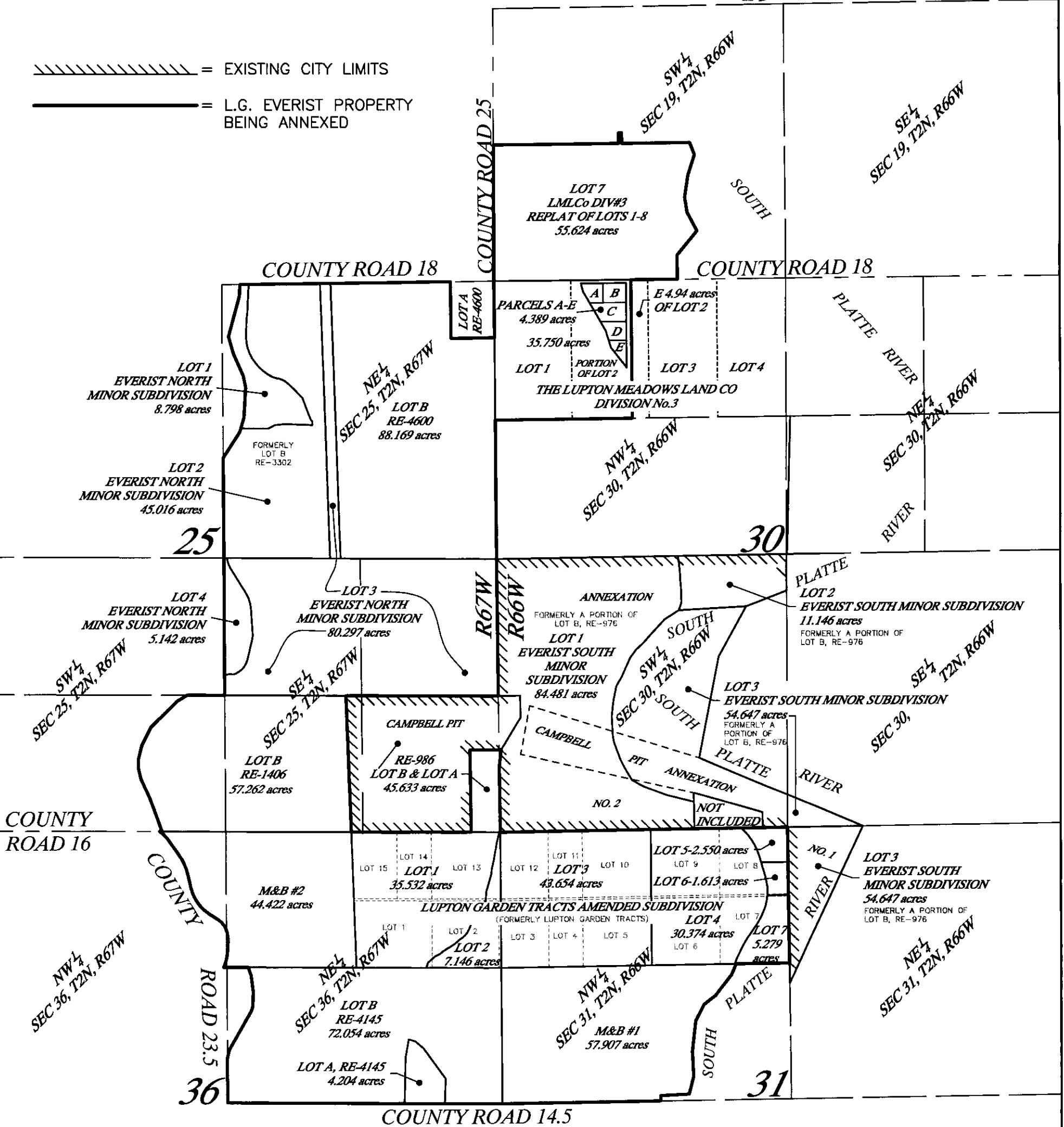
KING SURVEYORS, INC.
650 E. Garden Drive
Windsor, Colorado 80550
(970) 686-5011
JN: 2012083

3952539 Pages: 78 of 79
08/01/2013 12:09 PM R Fee:\$411.00
Steve Moreno, Clerk and Recorder, Weld County, CO


(1 of 1)

19

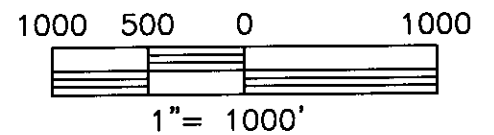
===== = EXISTING CITY LIMITS
————— = L.G. EVERIST PROPERTY BEING ANNEXED



NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



3952539 Pages: 79 of 79
 08/01/2013 12:09 PM R Fee:\$411.00
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Michael Chad Dilka - On Behalf Of King Surveyors, Inc.
 Colorado Licensed Professional Land Surveyor #38106



KING SURVEYORS, INC.
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 www.kingsurveyors.com

PROJECT NO: 2012083
DATE: 5/15/2013
CLIENT: L.G. EVERIST
DWG: 2012083ANX-EXH-K2
DRAWN: MCD CHECKED: MCD



ATTACHMENT "A"

FIRST AMENDMENT TO ANNEXATION AGREEMENT AND
AMENDMENT TO EXISTING ANNEXATION AGREEMENT

THIS FIRST AMENDMENT (the "Amendment") is made and entered into this ____ day of August 2013, by and between L.G. EVERIST, INCORPORATED, an Iowa corporation, hereinafter referred to as the "Owner," and the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado, hereinafter referred to as "Fort Lupton" or the "City." City and Owner may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the parties hereto are the parties to that certain Annexation Agreement and Amendment to Existing Annexation Agreement dated May 6, 2013 (the "Annexation Agreement");

WHEREAS, the majority of aggregate operations are located in unincorporated Weld County and are exempt from certain sales and use taxes otherwise charged by the City and an incentive payable to Owner would put Owner on par with other aggregate operators and resulting water developers and help provide jobs to City workers;

WHEREAS, the Parties expressly agree that it is in their mutual best interest to amend and modify that certain Annexation Agreement and Amendment to Existing Annexation Agreement (the "Annexation Agreement") to clarify their agreements regarding aggregate development in the City; and

WHEREAS, the parties have expressed the terms of their agreement to amend the Annexation Agreement below.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Paragraph 29.** Paragraph 29 of the Annexation Agreement is deleted in its entirety.
2. **Development Incentive Payment.** As an inducement to encourage the continued development of aggregate mining, water and water storage development, and the recycling of concrete and asphalt for building materials, the City of Fort Lupton will annually pay, on or before April 30 each year, to the Owner and/or the proprietors of aggregate mining, water, water storage, concrete and asphalt recycling operations and related business activities, at the property (as defined in the annexation agreement) an amount equal to 100% of the municipal sales tax collected by the State Department of Revenue on behalf of the City less a prorata portion of \$35,000.00 from the sales tax collected relative to the Property (the "Annual Development Incentive Payment"). The sum deducted for 2013 shall also be prorated from July 19 to December 31. Not less than annually, on or before February 1 of each year, the proprietor(s)



shall provide the Treasurer of the City of Fort Lupton a summary of monthly sales, and the City's portion of the sales tax collected and reported to the Department of Revenue in the previous year.

3. **Term of Incentive Payment.** The term of the Annual Development Incentive Payment program shall be from July 19, 2013 and shall continue until the termination of DMRS Permit No. 1999-120 as it has been or may be amended. The incentive payment program may be extended from time to time at the discretion of the City.

4. **Recording.** This First Amendment shall be recorded with the County Clerk of Weld County, Colorado at Owner's expense.

5. **Ratification/Superseding Effect.** Except as modified herein, the parties hereby ratify and affirm the Annexation Agreement. In the event of a conflict between this First Amendment and the terms of the Annexation Agreement, the terms of this First Amendment shall control.

6. **Governing Law.** This First Amendment shall be governed by the laws of the State of Colorado.

DATED as first set forth above.

L.G. EVERIST, INCORPORATED
an Iowa corporation

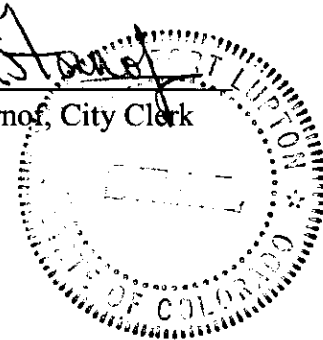
By: *Daniel Sittner*
Its: Assistant Secretary

CITY OF FORT LUPTON

By: *Tommy Holton*
Tommy Holton, Mayor

ATTEST:

By: *Nanette S. Fornof*
Nanette S. Fornof, City Clerk





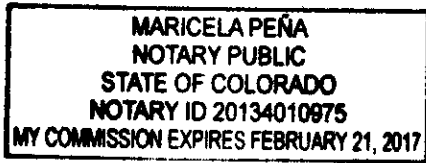
ACKNOWLEDGEMENTS

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The above and foregoing signatures were subscribed to and sworn to before me this 27 day of April, 2015 by Tommy Holton as Mayor of the City of Fort Lupton.

WITNESS my hand and official seal.
My commission expires: 2/21/2017.

[SEAL]



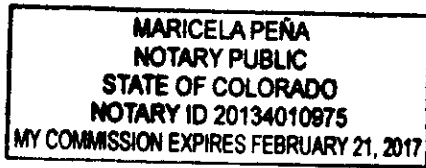
Maricela Peña
Notary Public

STATE OF COLORADO)
)ss
COUNTY OF Weld)

The above and foregoing signatures were subscribed to and sworn to before me this 27th day of April, 2015 by James A Sittner of L.G. Everist, Incorporated, an Iowa corporation.

WITNESS my hand and official seal.
My commission expires: 2/21/2017.

[SEAL]



Maricela Peña
Notary Public