



**City of Fort Lupton  
City Council  
REGULAR MEETING  
AGENDA  
Tuesday, June 2, 2020  
7:00 PM  
130 South McKinley Avenue**

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

**Remote Meeting Instructions** To join the meeting from your computer, tablet or smartphone:  
<https://global.gotomeeting.com/join/623516477> To join the meeting by phone: United States (Toll Free): 1 866 899 4679  
United States: +1 (312) 757-3117 Access Code: 623-516-477 Additional Instructions can be found at the end of this  
Agenda.

## **Pledge of Allegiance**

## **Call to Order - Roll Call**

**Persons to Address Council** - This portion of the Agenda is provided to allow members of the audience to present comments to the City Council. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement or your question may be directed to the appropriate staff member for follow-up. Please limit the time of your comments to three (3) minutes - Mayor Stieber

## **Approval of Agenda**

## **Review of Accounts Payables**

### **a. 07072020 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. 06162020 City Council Meeting Minutes**
- b. Second Reading Ordinance 2020-1089 An Ordinance Amending Specific Provisions of the Fort Lupton Municipal Code for Chapter 6, Article I, Section 6-20, Retail Mobile Food Vending**
- c. Second Reading Ordinance 2020-1091 An Ordinance Accepting the City of Fort Lupton Public Right of Way Dedication for Rollie Avenue**
- d. Second Reading Ordinance 2020-1092 An Ordinance Deleting in Its Entirety Chapter, 6, Business Licenses and Regulations, Article VI Miscellaneous Licenses, Section 6-163 Garage Sales Permitted and Section 6-164 Garage Sales Permit Required of the Fort Lupton Municipal Code**

- e. Second Reading 2020-1093 Adopting an Ordinance Rezoning Land Legally Described in Exhibit A, and Known as the Thunder Valley Rezoning to the PUD Planned Unit Development Zone District
- f. AM 2020-118 Authorize the Purchase of Topaz Signature Pads from Tyler Technologies for an Amount not to Exceed \$7,000 (COVID-19)
- g. AM 2020-122 An Ordinance to Accept Public Right of Way from Jacqueline Wade for 331.90 Feet of the Southern Portion of County Road 24
- h. AM 2020-123 An Ordinance to Accept Public Right of Way from Melecio and Margaret Chavez for 309.73 Feet of the Southern Portion of County Road 10
- i. AM 2020-119 Authorize the City Administrator to Sign an Agreement with Integral Recoveries to Provide Collection Services for the Fort Lupton Municipal Court
- j. AM 2020-121 Approve Southern Water Supply Pipeline (SWSP) Consent Agreement
- k. AM 2020-120 Approving Payment to Invoice Office Furniture EZ for Reconfiguration of the Administration Cubicle and Reception Areas for an Amount not to Exceed \$9,883.69 Allocated from the General Fund (COVID-19)

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

- a. AM 2020-128 Approve a Resolution for an Application for a Special Use Permit for a Produced Water Pipeline, Known as the Pioneer Water Pipeline LLC Special Use Permit
- b. AM 2020-129 Approve a Resolution Accepting an Annexation Petition for the Smith Annexation Submitted by Richard Allen Smith and Deborah L Smith and to Set a Public Hearing Date to September 1, 2020

### **Action Memorandum**

- a. AM 2020-124 Reject Bid from Dream Builders for 2020 Asphalt Repairs Project
- b. AM 2020-125 Award Contract to Colorado Paving, Inc. for \$40,000.00 Allocated from Public Works - Street Sales Tax Fund



- c. AM 2020-126 Approval of Return of Security Payment to Brannon Sand and Gravel Company, LLC for County Road 8 Improvements
- d. AM 2020-127 Approve Change Order Number 2 to Colorado Paving, Inc., for Not to Exceed \$53,254.54 From Street Sales Tax Fund

### **Information Memorandum**

- a. IM 2020-001 Approval of Engineering Work Order with Jacobs
- b. IM 2020-002 City Project for Consultant Claud Hanes to Proceed on Tied to a Grant Award From 2016

### **Staff Reports**

### **Mayor/Council Reports**

### **Future City Events**

- a. 07072020 Upcoming Events

### **Adjourn**

## Remote Meeting Instructions

**NOTE:** The meeting will be held at City Hall in the Council Chambers. You are welcome to attend either in person or remotely through GoToMeetings. For your safety and ours we will be enforcing social distancing protocols, including but not limited to, limiting the number of people allowed into Council Chambers at a time, encouraging the use of face masks, and requiring a six-foot separation. Additional instructions on meeting conduct will be provided prior to the start of the meeting. When calling in, please be sure to mute your microphone on your computer, phone or tablet. City Staff and/or the Mayor will provide instructions on when and how comments can be made by the public. Other instructions on meeting conduct will be provided at the start of the meeting. You can also dial in using your phone.

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

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

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

United States: +1 (312) 757-3117

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

**Access Code:** 623-516-477

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

<https://Global.Gotomeeting.Com/Join/623516477>

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

Remote Participation: Options for Remote Participation

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

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

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

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



City of Fort Lupton

# Check Report

By Check Number

Date Range: 06/23/2020 - 07/06/2020

| Vendor Number<br>Payable #         | Vendor Name<br>Payable Type           | Post Date  | Payment Date<br>Payable Description | Payment Type | Discount Amount<br>Discount Amount | Payment Amount<br>Payable Amount | Number |
|------------------------------------|---------------------------------------|------------|-------------------------------------|--------------|------------------------------------|----------------------------------|--------|
| Bank Code: Golf Course-Golf Course |                                       |            |                                     |              |                                    |                                  |        |
| 000073                             | AMERICAN EAGLE DISTRIBUTING CO        | 06/29/2020 | Regular                             |              | 0.00                               | 540.25                           | 83764  |
| <u>561474</u>                      | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 540.25                           |        |
| 000160                             | BREAKTHRU BEVERAGE GROUP              | 06/29/2020 | Regular                             |              | 0.00                               | 782.67                           | 83765  |
| <u>336030272</u>                   | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 630.67                           |        |
| <u>336030273</u>                   | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 60.00                            |        |
| <u>336030274</u>                   | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 92.00                            |        |
| 000183                             | CALLAWAY GOLF SALES COMPANY           | 06/29/2020 | Regular                             |              | 0.00                               | 30.00                            | 83766  |
| <u>931397809C</u>                  | Invoice                               | 06/24/2020 | GOLF-MERCHANDISE-PRO SHOP           |              | 0.00                               | 30.00                            |        |
| 002112                             | DPC INDUSTRIES, INC                   | 06/29/2020 | Regular                             |              | 0.00                               | 203.45                           | 83767  |
| <u>737001924-20</u>                | Invoice                               | 06/24/2020 | GOLF-S4GAL SODIUM HYPO-MAINT        |              | 0.00                               | 203.45                           |        |
| 000567                             | HIGH COUNTRY BEVERAGE CORP            | 06/29/2020 | Regular                             |              | 0.00                               | 1,929.52                         | 83768  |
| <u>W-3183971</u>                   | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 915.12                           |        |
| <u>W-3186724</u>                   | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 155.50                           |        |
| <u>W-4704007</u>                   | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 858.90                           |        |
| 000735                             | LL JOHNSON DISTRIBUTING               | 06/29/2020 | Regular                             |              | 0.00                               | 36.07                            | 83769  |
| <u>1832325-00</u>                  | Invoice                               | 06/24/2020 | GOLF-SPRING-MAINT                   |              | 0.00                               | 36.07                            |        |
| 002075                             | PARTSMASTER                           | 06/29/2020 | Regular                             |              | 0.00                               | 59.06                            | 83770  |
| <u>23551685</u>                    | Invoice                               | 06/24/2020 | GOLF-NON FLAMMABLE PENETRANT-MAI    |              | 0.00                               | 59.06                            |        |
| 000944                             | REPUBLIC NATIONAL DISTRIBUTING CO LLC | 06/29/2020 | Regular                             |              | 0.00                               | 120.90                           | 83771  |
| <u>5719162</u>                     | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 80.95                            |        |
| <u>5719163</u>                     | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 39.95                            |        |
| 000974                             | SAFE SYSTEMS INC                      | 06/29/2020 | Regular                             |              | 0.00                               | 87.80                            | 83772  |
| <u>870192-1042-2</u>               | Invoice                               | 06/24/2020 | GOLF-MAINTENANCE PLAN-PRO SHOP      |              | 0.00                               | 87.80                            |        |
| 000999                             | SHAMROCK FOODS COMPANY                | 06/29/2020 | Regular                             |              | 0.00                               | 1,848.26                         | 83773  |
| <u>20626184</u>                    | Invoice                               | 06/24/2020 | GOLF-FOOD/SNACKS/BEVERAGES-PRO SH   |              | 0.00                               | 809.16                           |        |
| <u>20626185</u>                    | Invoice                               | 06/24/2020 | GOLF-FOOD-PRO SHOP                  |              | 0.00                               | 161.01                           |        |
| <u>20633112</u>                    | Invoice                               | 06/24/2020 | GOLF-FOOD/SNACKS/BEVERAGES-PRO SH   |              | 0.00                               | 878.09                           |        |
| 001022                             | SOUTHERN GLAZER'S OF CO               | 06/29/2020 | Regular                             |              | 0.00                               | 264.69                           | 83774  |
| <u>2286419</u>                     | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 264.69                           |        |
| 001052                             | SWIRE COCA-COLA, USA                  | 06/29/2020 | Regular                             |              | 0.00                               | 464.28                           | 83775  |
| <u>13923207993</u>                 | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 250.56                           |        |
| <u>43923208085</u>                 | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 213.72                           |        |
| 002445                             | TCF NATIONAL BANK                     | 06/29/2020 | Regular                             |              | 0.00                               | 10,678.08                        | 83776  |
| <u>6566305</u>                     | Invoice                               | 06/24/2020 | GOLF-JUN20 EQUIPMENT LEASE-MAINT    |              | 0.00                               | 10,678.08                        |        |
| 001105                             | TOSHIBA FINANCIAL SERVICES            | 06/29/2020 | Regular                             |              | 0.00                               | 226.50                           | 83777  |
| <u>416964872</u>                   | Invoice                               | 06/15/2020 | Golf Copier Lease                   |              | 0.00                               | 226.50                           |        |
| 001183                             | WAXIE SANITARY SUPPLY                 | 06/29/2020 | Regular                             |              | 0.00                               | 63.74                            | 83778  |
| <u>79257419</u>                    | Invoice                               | 06/24/2020 | GOLF-PURELL SOAP-PRO SHOP           |              | 0.00                               | 63.74                            |        |
| 001207                             | WESTERN DISTRIBUTING INC              | 06/29/2020 | Regular                             |              | 0.00                               | 150.00                           | 83779  |
| <u>371-02705</u>                   | Invoice                               | 06/24/2020 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 150.00                           |        |
| 001224                             | XCEL ENERGY-GAS                       | 06/29/2020 | Regular                             |              | 0.00                               | 83.44                            | 83780  |

## Check Report

Date Range: 06/23/2020 - 07/06/2020

| Vendor Number  | Vendor Name                  | Payment Date | Payment Type                         | Discount Amount | Payment Amount | Number |
|----------------|------------------------------|--------------|--------------------------------------|-----------------|----------------|--------|
| Payable #      | Payable Type                 | Post Date    | Payable Description                  | Discount Amount | Payable Amount |        |
| 5322229501 JUN | Invoice                      | 06/24/2020   | GOLF-JUN20 GAS BILL-PRO SHOP         | 0.00            | 83.44          |        |
| 001301         | AAA AUTO PARTS INC           | 07/06/2020   | Regular                              | 0.00            | 720.78         | 83781  |
| 88409          | Invoice                      | 06/30/2020   | GOLF-55GAL 15W40-MAINT               | 0.00            | 649.99         |        |
| 88569          | Invoice                      | 06/30/2020   | GOLF-RELAY-MAINT                     | 0.00            | 59.60          |        |
| 88882          | Invoice                      | 06/30/2020   | GOLF-OIL FILTERS-MAINT               | 0.00            | 11.19          |        |
| 000024         | ACE HARDWARE OF FORT LUPTON  | 07/06/2020   | Regular                              | 0.00            | 249.73         | 83782  |
| 83178          | Invoice                      | 06/30/2020   | GOLF-SCH40 PIPE, ELBOWS-MAINT        | 0.00            | 17.13          |        |
| 83284          | Invoice                      | 06/30/2020   | GOLF-CAUTION TAPE-MAINT              | 0.00            | 9.99           |        |
| 83307          | Invoice                      | 06/30/2020   | GOLF-GATE VALVE, ADAPTER-MAINT       | 0.00            | 37.17          |        |
| 83400          | Invoice                      | 06/30/2020   | GOLF-HOSES, SPRAYER NOZZLE, SHUT OFF | 0.00            | 88.96          |        |
| 83528          | Invoice                      | 06/30/2020   | GOLF-SCH40 PVC-MAINT                 | 0.00            | 8.94           |        |
| 83552          | Invoice                      | 06/30/2020   | GOLF-SLIP CAP, SCH40 UNION PVC-MAINT | 0.00            | 15.95          |        |
| 83558          | Invoice                      | 06/30/2020   | GOLF-FASTENERS-MAINT                 | 0.00            | 0.46           |        |
| 83610          | Invoice                      | 06/30/2020   | GOLF-ADJ WRENCH, HEX KEY SET-MAINT   | 0.00            | 25.98          |        |
| 83647          | Invoice                      | 06/30/2020   | GOLF-BATTERIES, PNEU CLOSER, WALL CL | 0.00            | 45.15          |        |
| 000044         | AGFINITY INC                 | 07/06/2020   | Regular                              | 0.00            | 3,365.16       | 83783  |
| 149746         | Invoice                      | 06/30/2020   | GOLF-UNLEADED 916.40GAL-MAINT        | 0.00            | 2,599.00       |        |
| 149747         | Invoice                      | 06/30/2020   | GOLF-#2 DYED ULSD 390GAL-MAINT       | 0.00            | 766.16         |        |
| 000206         | CENTURYLINK                  | 07/06/2020   | Regular                              | 0.00            | 51.99          | 83784  |
| 3038573945 JUN | Invoice                      | 06/30/2020   | GOLF-JUN20 TELEPHONE SERVICES-MAIN   | 0.00            | 51.99          |        |
| 000239         | CITY OF FORT LUPTON          | 07/06/2020   | Regular                              | 0.00            | 62,483.93      | 83785  |
| INV00734       | Invoice                      | 06/30/2020   | GOLF-COMCAST INV 101211418 FOR 4/1   | 0.00            | 317.16         |        |
| INV00737       | Invoice                      | 06/30/2020   | GOLF-COMCAST INV 102912151 FOR 5/1   | 0.00            | 284.90         |        |
| INV00741       | Invoice                      | 06/30/2020   | GOLF-ONE AMERICA JULY2020            | 0.00            | 181.29         |        |
| INV00743       | Invoice                      | 06/30/2020   | GOLF-EMPLOYEE ASSISTANCE JUNE20      | 0.00            | 4.38           |        |
| INV00745       | Invoice                      | 06/30/2020   | GOLF-EMPLOYEE ASSISTANCE JULY20-AD   | 0.00            | 3.96           |        |
| INV00749       | Invoice                      | 06/30/2020   | GOLF-POSTAGE USED IN MAY-PRO SHOP    | 0.00            | 5.00           |        |
| INV00751       | Invoice                      | 06/30/2020   | GOLF-5/16/20-5/29/20 PAYROLL PD ON 6 | 0.00            | 29,525.16      |        |
| INV00753       | Invoice                      | 06/30/2020   | GOLF-5/30/20-6/12/20 PAYROLL PD ON 6 | 0.00            | 32,162.08      |        |
| 000307         | COMCAST CABLE COMM, LLC      | 07/06/2020   | Regular                              | 0.00            | 14.80          | 83786  |
| 606460025494 J | Invoice                      | 06/30/2020   | GOLF-CABLE TV JUL20-PRO SHOP         | 0.00            | 14.80          |        |
| 000412         | EAGLE NEST GOLF TEE          | 07/06/2020   | Regular                              | 0.00            | 100.00         | 83787  |
| 116            | Invoice                      | 06/30/2020   | GOLF-GOLF TEES-PRO SHOP              | 0.00            | 100.00         |        |
| 000536         | GOLF AND SPORT SOLUTIONS LLC | 07/06/2020   | Regular                              | 0.00            | 554.84         | 83788  |
| 35084          | Invoice                      | 06/30/2020   | GOLF-XTRA FINE GRAIN SAND-MAINT      | 0.00            | 554.84         |        |
| 000636         | JC GOLF ACCESSORIES          | 07/06/2020   | Regular                              | 0.00            | 330.98         | 83789  |
| SI-161789      | Invoice                      | 06/30/2020   | GOLF-GOLF TEES/BAG-PRO SHOP          | 0.00            | 273.36         |        |
| SI-162656      | Invoice                      | 06/30/2020   | GOLF-SCORING PENCILS-PRO SHOP        | 0.00            | 57.62          |        |
| 000735         | LL JOHNSON DISTRIBUTING      | 07/06/2020   | Regular                              | 0.00            | 1,636.32       | 83790  |
| 1127685-00     | Invoice                      | 06/30/2020   | GOLF-SPRINKLER REPAIR PARTS-MAINT    | 0.00            | 1,636.32       |        |
| 000795         | MILE HIGH TURFGRASS, LLC     | 07/06/2020   | Regular                              | 0.00            | 2,697.61       | 83791  |
| 7258           | Invoice                      | 06/30/2020   | GOLF-GREENLEAF NOZZLES-MAINT         | 0.00            | 365.27         |        |
| 7302           | Invoice                      | 06/30/2020   | GOLF-JD BEDKNIFE, SOLID TINE-MAINT   | 0.00            | 569.68         |        |
| 7393           | Invoice                      | 06/30/2020   | GOLF-FACE MASKS, PELLET PRO BOWL;/G  | 0.00            | 198.86         |        |
| 7402           | Invoice                      | 06/30/2020   | GOLF-CALPHLEX CASE, ARMORTECH GAL-   | 0.00            | 1,563.80       |        |
| 000862         | O'REILLY AUTO PARTS          | 07/06/2020   | Regular                              | 0.00            | 24.98          | 83792  |
| 4489-211530    | Invoice                      | 06/30/2020   | GOLF-MOTOR OIL 1GAL-MAINT            | 0.00            | 19.99          |        |
| 4489-214879    | Invoice                      | 06/30/2020   | GOLF-TOGGLE SWITCH-PRO SHOP          | 0.00            | 4.99           |        |
| 000999         | SHAMROCK FOODS COMPANY       | 07/06/2020   | Regular                              | 0.00            | 658.02         | 83793  |
| 20626184CM     | Credit Memo                  | 06/30/2020   | GOLF-SPRING WATER RETURN-PRO SHOP    | 0.00            | -82.68         |        |

## Check Report

Date Range: 06/23/2020 - 07/06/2020

| Vendor Number          | Vendor Name                        | Payment Date | Payment Type                       | Discount Amount | Payment Amount | Number |
|------------------------|------------------------------------|--------------|------------------------------------|-----------------|----------------|--------|
| Payable #              | Payable Type                       | Post Date    | Payable Description                | Discount Amount | Payable Amount |        |
| <u>20646877</u>        | Invoice                            | 06/30/2020   | GOLF-FOOD/BEVERAGES/SNACKS-PRO SH  | 0.00            | 740.70         |        |
| 001777                 | SOMETHING BREWERY, LLC             | 07/06/2020   | Regular                            | 0.00            | 70.00          | 83794  |
| <u>1852</u>            | Invoice                            | 06/30/2020   | GOLF-HONEY RED CREAM ALE-PRO SHOP  | 0.00            | 70.00          |        |
| 001026                 | SPECIALTY CIGARS INTERNATIONAL INC | 07/06/2020   | Regular                            | 0.00            | 324.15         | 83795  |
| <u>2048936</u>         | Invoice                            | 06/30/2020   | GOLF-CIGARS-PRO SHOP               | 0.00            | 324.15         |        |
| 001895                 | TERMINIX                           | 07/06/2020   | Regular                            | 0.00            | 137.00         | 83796  |
| <u>397646411</u>       | Invoice                            | 06/30/2020   | GOLF-MONTHLY PEST CONTROL SERVICE- | 0.00            | 137.00         |        |
| 001963                 | WASTE CONNECTIONS OF COLO, INC     | 07/06/2020   | Regular                            | 0.00            | 178.82         | 83797  |
| <u>31174343-001 JU</u> | Invoice                            | 06/30/2020   | GOLF-222 CLUBHOUSE DRIVE-PRO SHOP  | 0.00            | 109.76         |        |
| <u>31174344 JUN20</u>  | Invoice                            | 06/30/2020   | GOLF-465 COLLEGE AVE-MAINT         | 0.00            | 69.06          |        |

## Bank Code Golf Course Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment          |
|----------------|---------------|---------------|-------------|------------------|
| Regular Checks | 67            | 34            | 0.00        | 91,167.82        |
| Manual Checks  | 0             | 0             | 0.00        | 0.00             |
| Voided Checks  | 0             | 0             | 0.00        | 0.00             |
| Bank Drafts    | 0             | 0             | 0.00        | 0.00             |
| EFT's          | 0             | 0             | 0.00        | 0.00             |
|                | <b>67</b>     | <b>34</b>     | <b>0.00</b> | <b>91,167.82</b> |

## Check Report

Date Range: 06/23/2020 - 07/06/2020

| Vendor Number<br>Payable #         | Vendor Name<br>Payable Type          | Post Date  | Payment Date<br>Payable Description   | Payment Type | Discount Amount<br>Discount Amount | Payment Amount<br>Payable Amount | Number |
|------------------------------------|--------------------------------------|------------|---------------------------------------|--------------|------------------------------------|----------------------------------|--------|
| Bank Code: Pooled Cash-Pooled Cash |                                      |            |                                       |              |                                    |                                  |        |
| 001105                             | TOSHIBA FINANCIAL SERVICES           |            | 06/23/2020                            | Regular      | 0.00                               | -2,345.01                        | 67820  |
| 001105                             | TOSHIBA FINANCIAL SERVICES           |            | 06/23/2020                            | Regular      | 0.00                               | 2,344.99                         | 67841  |
| <u>416343176a</u>                  | Invoice                              | 06/05/2020 | Copier Lease                          |              | 0.00                               | 2,344.99                         |        |
| 001301                             | AAA AUTO PARTS INC                   |            | 06/29/2020                            | Regular      | 0.00                               | 21.22                            | 67842  |
| <u>85586C</u>                      | Invoice                              | 06/24/2020 | GF-ANTIFREEZE-STREETS                 |              | 0.00                               | 21.22                            |        |
| 000031                             | ADAMSON POLICE PRODUCTS              |            | 06/29/2020                            | Regular      | 0.00                               | 90.55                            | 67843  |
| <u>INV328738</u>                   | Invoice                              | 06/24/2020 | GF-GEAR VASQUEZ-PD                    |              | 0.00                               | 69.86                            |        |
| <u>INV328779</u>                   | Invoice                              | 06/24/2020 | GF-UNIFORMS GEERDES-PD                |              | 0.00                               | 20.69                            |        |
| 000037                             | ADVANCED URGENT CARE AND OCC MED     |            | 06/29/2020                            | Regular      | 0.00                               | 285.00                           | 67844  |
| <u>57016</u>                       | Invoice                              | 06/24/2020 | GF-HEP B ADAME-PW SHOP                |              | 0.00                               | 105.00                           |        |
| <u>57024</u>                       | Invoice                              | 06/24/2020 | GF-PRE EMPLOYMENT-HR                  |              | 0.00                               | 180.00                           |        |
| 000040                             | AFLAC                                |            | 06/29/2020                            | Regular      | 0.00                               | 2,520.52                         | 67845  |
| <u>168401</u>                      | Invoice                              | 06/24/2020 | GF-JUN20 SUPP. INS-HR                 |              | 0.00                               | 2,520.52                         |        |
| 002122                             | BURNS & MCDONNELL ENGINEERING CO INC |            | 06/29/2020                            | Regular      | 0.00                               | 213,574.41                       | 67846  |
| <u>122081-3</u>                    | Invoice                              | 06/24/2020 | UF- WWTP Improvement Design- WWTP     |              | 0.00                               | 213,574.41                       |        |
| 000239                             | CITY OF FORT LUPTON                  |            | 06/29/2020                            | Regular      | 0.00                               | 21.96                            | 67847  |
| <u>52720</u>                       | Invoice                              | 06/24/2020 | GF-TITLES/REG FOR (2) F250 TRUCKS-STR |              | 0.00                               | 21.96                            |        |
| 000239                             | CITY OF FORT LUPTON                  |            | 06/29/2020                            | Regular      | 0.00                               | -21.96                           | 67847  |
| 001526                             | CLEAR WATER SOLUTIONS INC            |            | 06/29/2020                            | Regular      | 0.00                               | 1,146.96                         | 67848  |
| <u>6119</u>                        | Invoice                              | 06/10/2020 | UF-UPDATE WATER EFF. PLAN-WTP         |              | 0.00                               | 1,146.96                         |        |
| 000306                             | COMCAST BUSINESS                     |            | 06/29/2020                            | Regular      | 0.00                               | 2,912.11                         | 67849  |
| <u>102912151</u>                   | Invoice                              | 06/15/2020 | Comcast Phones                        |              | 0.00                               | 2,912.11                         |        |
| 000307                             | COMCAST CABLE COMM, LLC              |            | 06/29/2020                            | Regular      | 0.00                               | 498.67                           | 67850  |
| <u>606460117309 J</u>              | Invoice                              | 06/24/2020 | REC-JUN20 CABLE/MUSIC SERVIES         |              | 0.00                               | 268.05                           |        |
| <u>606460164533 J</u>              | Invoice                              | 06/24/2020 | GF-JUN20 TV/INTERNET SERVICES-PW SH   |              | 0.00                               | 230.62                           |        |
| 000372                             | DELL MARKETING LP                    |            | 06/29/2020                            | Regular      | 0.00                               | 806.93                           | 67851  |
| <u>5201377165</u>                  | Invoice                              | 06/24/2020 | GF-DELL UNITY PROSUPPORTPLUS-IT       |              | 0.00                               | 806.93                           |        |
| 001830                             | DIVERSIFIED BODY & PAINT SHOP, INC   |            | 06/29/2020                            | Regular      | 0.00                               | 2,497.93                         | 67852  |
| <u>33097</u>                       | Invoice                              | 06/24/2020 | GF-FREIGHTLINER REPAIR CIRSA-MISC     |              | 0.00                               | 2,497.93                         |        |
| 002568                             | FORT LUPTON CAR WASH                 |            | 06/29/2020                            | Regular      | 0.00                               | 92.25                            | 67853  |
| <u>108</u>                         | Invoice                              | 06/24/2020 | GF-VEHICLE MAINTENANCE-PD             |              | 0.00                               | 92.25                            |        |
| 000513                             | G & G EQUIPMENT                      |            | 06/29/2020                            | Regular      | 0.00                               | 14,363.00                        | 67854  |
| <u>96053</u>                       | Invoice                              | 06/24/2020 | Cemetery Mower                        |              | 0.00                               | 14,363.00                        |        |
| 002222                             | GREELEY LOCK & KEY                   |            | 06/29/2020                            | Regular      | 0.00                               | 2,398.50                         | 67855  |
| <u>3880</u>                        | Invoice                              | 06/24/2020 | Brivo onair ACS 6008 Control Panel    |              | 0.00                               | 2,398.50                         |        |
| 001748                             | HALLMARK EMBLEMS INC                 |            | 06/29/2020                            | Regular      | 0.00                               | 824.54                           | 67856  |
| <u>191571</u>                      | Invoice                              | 06/24/2020 | GF-MASTER OFFICER CHEVRON EMBLEMS     |              | 0.00                               | 824.54                           |        |
| 000735                             | LL JOHNSON DISTRIBUTING              |            | 06/29/2020                            | Regular      | 0.00                               | 712.44                           | 67857  |
| <u>1127056-00</u>                  | Invoice                              | 06/24/2020 | GF-SPLICE KIT, 9V BATTERY-PARKS       |              | 0.00                               | 674.91                           |        |
| <u>1127114-00</u>                  | Invoice                              | 06/24/2020 | GF-DISC FILTERS-PARKS                 |              | 0.00                               | 37.53                            |        |
| 000927                             | PURIFOY CHEV CO                      |            | 06/29/2020                            | Regular      | 0.00                               | 6.03                             | 67858  |
| <u>153808</u>                      | Invoice                              | 06/24/2020 | GF-CAP-PD                             |              | 0.00                               | 6.03                             |        |
| 001343                             | TIME CLOCK PLUS                      |            | 06/29/2020                            | Regular      | 0.00                               | 13,848.00                        | 67859  |
| <u>538667</u>                      | Invoice                              | 06/24/2020 | GF-TIMECLOCK PLUS LICENSE-HR          |              | 0.00                               | 13,848.00                        |        |
| 001101                             | TODD HODGES DESIGN LLC               |            | 06/29/2020                            | Regular      | 0.00                               | 8,753.75                         | 67860  |

## Check Report

Date Range: 06/23/2020 - 07/06/2020

| Vendor Number<br>Payable #                                                                                      | Vendor Name<br>Payable Type                                                    | Payment Date<br>Post Date                                                        | Payment Type<br>Payable Description                                                                                                                                                                                                    | Discount Amount<br>Discount Amount           | Payment Amount<br>Payable Amount                                     | Number |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------------------------------|--------|
| <u>3218</u>                                                                                                     | Invoice                                                                        | 06/24/2020                                                                       | GF-PLANNING SERVICES 6/820-6/21/20-P                                                                                                                                                                                                   | 0.00                                         | 8,753.75                                                             |        |
| 001105<br><u>416962801</u>                                                                                      | TOSHIBA FINANCIAL SERVICES<br>Invoice                                          | 06/29/2020<br>06/15/2020                                                         | Regular<br>Copier Lease                                                                                                                                                                                                                | 0.00<br>0.00                                 | 260.45<br>260.45                                                     | 67861  |
| 001135<br><u>307012211</u>                                                                                      | UNION PACIFIC RAILROAD CO<br>Invoice                                           | 06/29/2020<br>06/24/2020                                                         | Regular<br>GF-RR LEASE CR12 TO 9THST-PARKS                                                                                                                                                                                             | 0.00<br>0.00                                 | 2,937.07<br>2,937.07                                                 | 67862  |
| 001153<br><u>141515</u>                                                                                         | VALLEY FIRE EXTINGUISHER<br>Invoice                                            | 06/29/2020<br>06/24/2020                                                         | Regular<br>CPR-KIT, STOVE INSPECTION-COM CTR                                                                                                                                                                                           | 0.00<br>0.00                                 | 173.00<br>173.00                                                     | 67863  |
| 001224<br><u>5320352381 JUN</u>                                                                                 | XCEL ENERGY-GAS<br>Invoice                                                     | 06/29/2020<br>06/24/2020                                                         | Regular<br>GF-JUN2020 GAS BILL-FAC                                                                                                                                                                                                     | 0.00<br>0.00                                 | 97.27<br>97.27                                                       | 67864  |
| 002567<br><u>2006562.001</u>                                                                                    | ALONDRA BACERA<br>Invoice                                                      | 06/29/2020<br>06/24/2020                                                         | Regular<br>REC CENTER REFUNDS                                                                                                                                                                                                          | 0.00<br>0.00                                 | 75.00<br>75.00                                                       | 67865  |
| 002342<br><u>2006566.001</u>                                                                                    | ARLY HERNANDEZ-SALUD<br>Invoice                                                | 06/29/2020<br>06/24/2020                                                         | Regular<br>REC CENTER REFUNDS                                                                                                                                                                                                          | 0.00<br>0.00                                 | 75.00<br>75.00                                                       | 67866  |
| 002501<br><u>2006564.001</u>                                                                                    | BRIANNE GLOVER<br>Invoice                                                      | 06/29/2020<br>06/24/2020                                                         | Regular<br>REC CENTER REFUNDS                                                                                                                                                                                                          | 0.00<br>0.00                                 | 75.00<br>75.00                                                       | 67867  |
| 002566<br><u>2006563.001</u>                                                                                    | CALEB ANDREW DEFEE<br>Invoice                                                  | 06/29/2020<br>06/24/2020                                                         | Regular<br>REC CENTER REFUNDS                                                                                                                                                                                                          | 0.00<br>0.00                                 | 75.00<br>75.00                                                       | 67868  |
| 002565<br><u>2006565.001</u>                                                                                    | RICK JONES-WELD<br>Invoice                                                     | 06/29/2020<br>06/24/2020                                                         | Regular<br>REC CENTER REFUNDS                                                                                                                                                                                                          | 0.00<br>0.00                                 | 75.00<br>75.00                                                       | 67869  |
| 000123<br><u>1310006334 FIN</u>                                                                                 | BANK OF COLORADO<br>Invoice                                                    | 06/30/2020<br>06/29/2020                                                         | Regular<br>UF-FINAL SEWER VAC TRUCK LEASE-ADMI                                                                                                                                                                                         | 0.00<br>0.00                                 | 127,299.51<br>127,299.51                                             | 67870  |
| 000037<br><u>57233</u>                                                                                          | ADVANCED URGENT CARE AND OCC MED<br>Invoice                                    | 07/06/2020<br>06/30/2020                                                         | Regular<br>GF-PRE EMPLOYMENT SERVICES-HR                                                                                                                                                                                               | 0.00<br>0.00                                 | 180.00<br>180.00                                                     | 67871  |
| 001298<br><u>113946</u>                                                                                         | AUTOMATIC ACCESS INC<br>Invoice                                                | 07/06/2020<br>06/30/2020                                                         | Regular<br>REC-DOOR REPAIR                                                                                                                                                                                                             | 0.00<br>0.00                                 | 178.00<br>178.00                                                     | 67872  |
| 001918<br><u>SI-1572391</u><br><u>SI-1643693</u><br><u>SI-1656265</u><br><u>SI-1657237</u><br><u>SI-1663508</u> | AXON ENTERPRISES INC<br>Invoice<br>Invoice<br>Invoice<br>Invoice<br>Invoice    | 07/06/2020<br>06/30/2020<br>06/30/2020<br>06/30/2020<br>06/30/2020               | Regular<br>GF-ANNUAL PAYMENT (2) DOCKING STATI<br>GF- Patrol Vehicle In-car Cameras and Stor<br>GF- Patrol Vehicle In-car Cameras and Stor<br>GF- Patrol Vehicle In-car Cameras and Stor<br>GF- Patrol Vehicle In-car Cameras and Stor | 0.00<br>0.00<br>0.00<br>0.00<br>0.00         | 19,391.07<br>672.00<br>11,507.32<br>2,758.00<br>3,258.00<br>1,195.75 | 67873  |
| 000196<br><u>2057-450440</u>                                                                                    | CARQUEST AUTO PARTS<br>Invoice                                                 | 07/06/2020<br>06/30/2020                                                         | Regular<br>UF-AIR TOOL OIL, WASHER FLUID, PRIMW                                                                                                                                                                                        | 0.00<br>0.00                                 | 57.29<br>57.29                                                       | 67874  |
| 001949<br><u>19-305.01.06</u>                                                                                   | CIVIL RESOURCES LLC<br>Invoice                                                 | 07/06/2020<br>06/30/2020                                                         | Regular<br>UF- Lagoon Mining Engineering- WWTP                                                                                                                                                                                         | 0.00<br>0.00                                 | 17,459.00<br>17,459.00                                               | 67875  |
| 000267<br><u>7816820-070184</u>                                                                                 | COLONIAL LIFE<br>Invoice                                                       | 07/06/2020<br>07/01/2020                                                         | Regular<br>GF-SUPPLEMENTAL INS FOR JULY2020                                                                                                                                                                                            | 0.00<br>0.00                                 | 105.96<br>105.96                                                     | 67876  |
| 000268<br><u>200403031</u><br><u>200403032</u><br><u>200605066</u><br><u>200611083</u><br><u>200615076</u>      | COLORADO ANALYTICAL LAB<br>Invoice<br>Invoice<br>Invoice<br>Invoice<br>Invoice | 07/06/2020<br>06/30/2020<br>06/30/2020<br>06/30/2020<br>06/03/2020<br>06/30/2020 | Regular<br>UF-VINCENT VILLAGE TOTAL COLIFORM-<br>UF-DALES FIRE LINE TOTAL COLIFORM-W<br>UF-BASALITE 8" LINE TOTAL COLIFORM-W<br>UF-MOUNTAIN SKY TOTAL COLIFORM-W L<br>UF-TOTAL COLIFORM-W LINES                                        | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 230.00<br>46.00<br>46.00<br>46.00<br>46.00<br>46.00                  | 67877  |
| 000307<br><u>606460147405 J</u><br><u>60646159244 JU</u>                                                        | COMCAST CABLE COMM, LLC<br>Invoice<br>Invoice                                  | 07/06/2020<br>06/30/2020<br>06/30/2020                                           | Regular<br>CPR-JUN20 CABLE SERVICES-MUSEUM<br>GF-JUN20 FAX/INTOXILIZER SERVICES-PD                                                                                                                                                     | 0.00<br>0.00<br>0.00                         | 268.41<br>172.68<br>95.73                                            | 67878  |
| 000311                                                                                                          | COMPLETE MAILING SOLUTIONS                                                     | 07/06/2020                                                                       | Regular                                                                                                                                                                                                                                | 0.00                                         | 241.14                                                               | 67879  |

## Check Report

Date Range: 06/23/2020 - 07/06/2020

| Vendor Number       | Vendor Name                 | Payment Date | Payment Type                         | Discount Amount | Payment Amount | Number     |
|---------------------|-----------------------------|--------------|--------------------------------------|-----------------|----------------|------------|
| Payable #           | Payable Type                | Post Date    | Payable Description                  | Discount Amount | Payable Amount |            |
| <u>129469</u>       | Invoice                     | 06/30/2020   | GF-HIGH CAPACITY INK-ADMIN           | 0.00            | 241.14         |            |
| 001517              | CORE&MAIN LP                | 07/06/2020   | Regular                              | 0.00            | 1,882.10       | 67880      |
| <u>M472289</u>      | Invoice                     | 06/30/2020   | UF-METER PIT 20X36-W LINES           | 0.00            | 975.00         |            |
| <u>M472290</u>      | Invoice                     | 06/30/2020   | UF-METER PIT, BALL CURB-W LINES      | 0.00            | 907.10         |            |
| 000361              | DBC IRRIGATION SUPPLY       | 07/06/2020   | Regular                              | 0.00            | 143.23         | 67881      |
| <u>S3779676.001</u> | Invoice                     | 06/30/2020   | CEM-3X4 PVC NIPPLE                   | 0.00            | 16.26          |            |
| <u>S3783309.001</u> | Invoice                     | 06/30/2020   | CEM-COUPPLING EXPANSION, PVC         | 0.00            | 126.97         |            |
| 000429              | EMPIRE PORTABLE RESTROOMS   | 07/06/2020   | Regular                              | 0.00            | 924.95         | 67882      |
| <u>50554</u>        | Invoice                     | 06/30/2020   | CPR-EXTRA PORT A POTTY COVID19-COM   | 0.00            | 815.00         |            |
| <u>50693</u>        | Invoice                     | 06/30/2020   | GF-PEARSONPARK 6/23-7/20 PORTABLE-P  | 0.00            | 109.95         |            |
| 000513              | G & G EQUIPMENT             | 07/06/2020   | Regular                              | 0.00            | 130.74         | 67883      |
| <u>99208</u>        | Invoice                     | 06/30/2020   | CEM-27" BLADES, BEARINGS             | 0.00            | 130.74         |            |
| 002448              | HIGH PLAINS NEW HOLLAND     | 07/06/2020   | Regular                              | 0.00            | 375.12         | 67884      |
| <u>109573</u>       | Invoice                     | 06/30/2020   | GF-BLADE KIT-STREETS                 | 0.00            | 375.12         |            |
| 001851              | IMA, INC                    | 07/06/2020   | Regular                              | 0.00            | 11,997.79      | 67885      |
| <u>1272531</u>      | Invoice                     | 06/30/2020   | UF-JUL20-JUN21 FLOOD INS-WWTP        | 0.00            | 4,540.96       |            |
| <u>1272533</u>      | Invoice                     | 06/30/2020   | UF-JUL20-JUN21 FLOOD INSURANCE-WW    | 0.00            | 7,456.83       |            |
| 000597              | INSIGHT PUBLIC SECTOR INC   | 07/06/2020   | Regular                              | 0.00            | 3,355.80       | 67886      |
| <u>1100744069</u>   | Invoice                     | 06/30/2020   | Adobe Acrobat Pro Licenses           | 0.00            | 3,355.80       |            |
| 000655              | JOHN DEERE FINANCIAL        | 07/06/2020   | Regular                              | 0.00            | 7.20           | 67887      |
| <u>616</u>          | Invoice                     | 06/30/2020   | GF-INTEREST CHARGES-STREETS          | 0.00            | 7.20           |            |
| 000865              | OFFICE DEPOT                | 07/06/2020   | Regular                              | 0.00            | 117.32         | 67888      |
| <u>489182622001</u> | Invoice                     | 06/30/2020   | GF-LAMINATION ROLL-ADMIN             | 0.00            | 54.44          |            |
| <u>513656061001</u> | Invoice                     | 06/30/2020   | GF-OFFICE SUPPLIES                   | 0.00            | 50.99          |            |
| <u>513656392001</u> | Invoice                     | 06/30/2020   | GF-CALCULATOR DESKTOP-FIN            | 0.00            | 11.89          |            |
| 000931              | R & L TIRES                 | 07/06/2020   | Regular                              | 0.00            | 15.00          | 67889      |
| <u>36208</u>        | Invoice                     | 06/30/2020   | UF-TIRE REPAIR-W LINES               | 0.00            | 15.00          |            |
| 001008              | SHRED-IT USA LLC            | 07/06/2020   | Regular                              | 0.00            | 60.00          | 67890      |
| <u>8129895354</u>   | Invoice                     | 06/30/2020   | GF-SHREDDING SERVICES-ADMIN          | 0.00            | 60.00          |            |
| 001104              | TOSHIBA BUSINESS SOLUTIONS  | 07/06/2020   | Regular                              | 0.00            | 124.95         | 67891      |
| <u>1981951</u>      | Invoice                     | 06/30/2020   | Toshiba Recycle Bins                 | 0.00            | 124.95         |            |
| 001126              | TYLER TECHNOLOGIES          | 07/06/2020   | Regular                              | 0.00            | 209.00         | 67892      |
| <u>025-300332</u>   | Invoice                     | 07/01/2020   | GF-AUG20-JUL21 ZEBRA MAINTENANCE-I   | 0.00            | 209.00         |            |
| 001149              | UTILITY NOTIFICATION CENTER | 07/06/2020   | Regular                              | 0.00            | 542.36         | 67893      |
| <u>220060527</u>    | Invoice                     | 06/30/2020   | UF-JUN20 UTILITY BILLING SERVICES-UB | 0.00            | 542.36         |            |
| 002132              | VECTOR DISEASE CONTROL      | 07/06/2020   | Regular                              | 0.00            | 2,916.66       | 67894      |
| <u>PI-A00007538</u> | Invoice                     | 06/30/2020   | GF- Mosquito Spraying- Shop          | 0.00            | 2,916.66       |            |
| 001183              | WAXIE SANITARY SUPPLY       | 07/06/2020   | Regular                              | 0.00            | 1,964.33       | 67895      |
| <u>79118296</u>     | Invoice                     | 06/30/2020   | GF-DISINFECTANT-MISC                 | 0.00            | 220.32         |            |
| <u>79163208</u>     | Invoice                     | 06/30/2020   | GF-DISINFECTANT,TOWELS, DISPENSER-FA | 0.00            | 156.27         |            |
| <u>79250053</u>     | Invoice                     | 06/30/2020   | CPR-JANITORIAL SUPPLIES-COMM CTR     | 0.00            | 599.66         |            |
| <u>79274934</u>     | Invoice                     | 06/30/2020   | REC-GYM WIPES                        | 0.00            | 247.02         |            |
| <u>79274950</u>     | Invoice                     | 06/30/2020   | REC-GYM WIPES                        | 0.00            | 741.06         |            |
| 001201              | WELD COUNTY SCH DIST RE8    | 07/06/2020   | Regular                              | 0.00            | 9,206.97       | 67896      |
| <u>20200042</u>     | Invoice                     | 06/30/2020   | GF-CROSSING GUARDS-MISC              | 0.00            | 9,206.97       |            |
| 000119              | BANK OF COLORADO            | 07/02/2020   | Bank Draft                           | 0.00            | 5,286.73       | DFT0001308 |
| <u>INV0000788</u>   | Invoice                     | 07/02/2020   | HSA DISTRIBUTION                     | 0.00            | 5,286.73       |            |



## Check Report

Date Range: 06/23/2020 - 07/06/2020

| Vendor Number     | Vendor Name              | Payment Date | Payment Type                    | Discount Amount | Payment Amount | Number     |
|-------------------|--------------------------|--------------|---------------------------------|-----------------|----------------|------------|
| Payable #         | Payable Type             | Post Date    | Payable Description             | Discount Amount | Payable Amount |            |
| 000119            | BANK OF COLORADO         | 07/02/2020   | Bank Draft                      | 0.00            | 839.19         | DFT0001309 |
| <u>INV0000789</u> | Invoice                  | 07/02/2020   | HSA DISTRIBUTION                | 0.00            | 839.19         |            |
| 001416            | VALIC_1                  | 07/02/2020   | Bank Draft                      | 0.00            | 27,912.90      | DFT0001310 |
| <u>INV0000790</u> | Invoice                  | 07/02/2020   | VALIC - 457(b) \$ Contributions | 0.00            | 27,912.90      |            |
| 001265            | IRS                      | 07/02/2020   | Bank Draft                      | 0.00            | 46,835.20      | DFT0001311 |
| <u>INV0000791</u> | Invoice                  | 07/02/2020   | Federal Withholding             | 0.00            | 46,835.20      |            |
| 001418            | CO DEPARTMENT OF REVENUE | 07/02/2020   | Bank Draft                      | 0.00            | 7,509.06       | DFT0001312 |
| <u>INV0000792</u> | Invoice                  | 07/02/2020   | CO Withholding                  | 0.00            | 7,509.06       |            |

## Bank Code Pooled Cash Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment           |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 79            | 56            | 0.00        | 470,946.45        |
| Manual Checks  | 0             | 0             | 0.00        | 0.00              |
| Voided Checks  | 0             | 2             | 0.00        | -2,366.97         |
| Bank Drafts    | 5             | 5             | 0.00        | 88,383.08         |
| EFT's          | 0             | 0             | 0.00        | 0.00              |
|                | <b>84</b>     | <b>63</b>     | <b>0.00</b> | <b>556,962.56</b> |

## All Bank Codes Check Summary

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount    | Payment           |
|----------------|------------------|------------------|-------------|-------------------|
| Regular Checks | 146              | 90               | 0.00        | 562,114.27        |
| Manual Checks  | 0                | 0                | 0.00        | 0.00              |
| Voided Checks  | 0                | 2                | 0.00        | -2,366.97         |
| Bank Drafts    | 5                | 5                | 0.00        | 88,383.08         |
| EFT's          | 0                | 0                | 0.00        | 0.00              |
|                | <b>151</b>       | <b>97</b>        | <b>0.00</b> | <b>648,130.38</b> |

## Fund Summary

| Fund | Name                          | Period | Amount            |
|------|-------------------------------|--------|-------------------|
| 600  | GOLF ENTERPRISE FUND          | 6/2020 | 17,568.71         |
| 600  | GOLF ENTERPRISE FUND          | 7/2020 | 73,599.11         |
| 999  | POOLED CASH/CONSOLIDATED CASH | 6/2020 | 396,495.09        |
| 999  | POOLED CASH/CONSOLIDATED CASH | 7/2020 | 160,467.47        |
|      |                               |        | <b>648,130.38</b> |

# Purchase Cards 6/1/2020 (May)

| Transaction Date | Merchant Name           |                                                         | Net Cost    |                 |
|------------------|-------------------------|---------------------------------------------------------|-------------|-----------------|
| 5/19/2020        | OFFICESUPPLY.COM        | GF-SELF ADHESIVE LAMINATION FILM-ADMIN                  | \$ 123.56   | 100-1120-520200 |
| 5/14/2020        | 1-800-FLOWERS.COM, INC. | GF-BILL WALLACE FAMILY CONDOLENCES-CITY ADM             | \$ 70.50    | 100-1100-550100 |
|                  |                         |                                                         | \$ 194.06   |                 |
| 5/1/2020         | AIRGAS USA, LLC         | GF-OXYGEN INDUSTRIAL 200 CGA 540-STREETS                | \$ 40.47    | 100-3100-532400 |
| 5/7/2020         | ACE HARDWARE OF FORT L  | GF-EMBLEM ROTARY MOWER-STREETS                          | \$ 35.98    | 100-3100-532400 |
| 5/8/2020         | TRANSWEST FREIGHTLINER  | UF-AIR FILTER UNIT37-S LINES                            | \$ 20.86    | 400-5130-532400 |
| 5/8/2020         | TRANSWEST FREIGHTLINER  | UF-SALES TAX-S LINES                                    | \$ 1.46     | 400-5130-532400 |
| 5/11/2020        | ACE HARDWARE OF FORT L  | CEM-OIL FOR MIX FUEL WEED EATERS-CEM                    | \$ 20.99    | 350-3670-520100 |
| 5/12/2020        | AMZN MKTP US*CT7IW1EO3  | GF-PREMIUM 18X9.50-8 4PLY TURF TIRE-STREETS             | \$ 95.90    | 100-3100-532400 |
| 5/13/2020        | ACE HARDWARE OF FORT L  | UF-LEVEL, SOCKET SET, TOOLS-S LINES                     | \$ 44.55    | 400-5300-520100 |
| 5/21/2020        | ACE HARDWARE OF FORT L  | UF-COUPERS, QUICK CONNECTS-S LINES                      | \$ 31.96    | 400-5130-532400 |
| 5/22/2020        | ACE HARDWARE OF FORT L  | UF-BLUE TOOLS, 22PC HEX KEY, RED TOOLS WRENCHES-W LINES | \$ 80.90    | 400-5000-520100 |
| 5/26/2020        | ACE HARDWARE OF FORT L  | CEM-1" SLIP CAP-CEM                                     | \$ 2.58     | 350-3670-532600 |
| 5/27/2020        | ACE HARDWARE OF FORT L  | SD-16" BRASS WAND-ST DR                                 | \$ 14.99    | 450-3200-520100 |
| 5/28/2020        | ACE HARDWARE OF FORT L  | GF-DBL LOOP CHAIN, HOOKS BATWING-STREETS                | \$ 34.83    | 100-3100-532400 |
| 5/15/2020        | SHELL OIL 57444420707   | UF-UNL PRM-90/91OC-S LINES                              | \$ 27.06    | 400-5300-520800 |
| 5/20/2020        | SAFEWAY #1045           | CEM-ANNUALS-CEM                                         | \$ 65.94    | 350-3670-532600 |
| 5/18/2020        | ACE HARDWARE OF FORT L  | GF-BUNGEE CORDS-STREETS                                 | \$ 2.79     | 100-3100-520100 |
| 5/20/2020        | ACE HARDWARE OF FORT L  | UF-5GAL COOLER, CUPS-S LINES                            | \$ 32.98    | 400-5300-520100 |
| 5/27/2020        | SBM TRAVEL SHOP         | GF-D2 LS-STREETS                                        | \$ 100.00   | 100-3100-520800 |
| 5/6/2020         | EPASALES                | UF-SEWER JET PARTS UNIT14-S LINES                       | \$ 300.60   | 400-5130-532400 |
| 5/14/2020        | CIRCLE K # 44109        | UF-UNL REG 86/87 OC-W LINES                             | \$ 49.94    | 400-5000-520800 |
| 5/19/2020        | BOMGAARS #58 BRIGHTON   | GF-HOSE, 12V PUMP-STREETS                               | \$ 44.11    | 100-3100-532400 |
| 5/19/2020        | BOMGAARS #58 BRIGHTON   | UF-HOSE, 12V PUMP-S LINES                               | \$ 44.11    | 400-5130-532400 |
| 5/19/2020        | BOMGAARS #58 BRIGHTON   | SD-HOSE, 12V PUMP-W LINES                               | \$ 44.13    | 450-5000-532400 |
| 5/1/2020         | ACE HARDWARE OF FORT L  | SSTX-SEWER TRACK CLEANING SUPPLIES-STREETS              | \$ 18.54    | 200-3100-520100 |
| 5/5/2020         | ACE HARDWARE OF FORT L  | UF-HAND SANITIZER, SEWER TRACK-S LINES                  | \$ 18.94    | 400-5130-520100 |
| 5/8/2020         | ACE HARDWARE OF FORT L  | UF-OTHER MISCELLANEOUS TRANS-S LINES                    | \$ 6.49     | 400-5130-520100 |
| 5/8/2020         | ACE HARDWARE OF FORT L  | UF-OTHER MISCELLANEOUS TRANS-W LINES                    | \$ 6.50     | 400-5000-520100 |
| 5/12/2020        | ACE HARDWARE OF FORT L  | UF-OTHER MISCELLANEOUS TRANS-S LINES                    | \$ 8.99     | 400-5130-520100 |
| 5/13/2020        | ACE HARDWARE OF FORT L  | GF-FASTENERS, HEX BOLTS, WASHERS-STREETS                | \$ 91.95    | 100-3100-532650 |
| 5/21/2020        | ACE HARDWARE OF FORT L  | GF-4GAL BACKPACK SPRAYER-STREETS                        | \$ 89.99    | 100-3100-532650 |
| 5/24/2020        | ACE HARDWARE OF FORT L  | UF-10" JAW PLIERS-S LINES                               | \$ 15.99    | 400-5130-520100 |
| 5/11/2020        | ACE HARDWARE OF FORT L  | CEM-OTHER MISCELLANEOUS TRANS-CEM                       | \$ 37.98    | 350-3670-520100 |
| 5/21/2020        | SAFEWAY #1045           | CEM-ANNUALS FLOWERS-CEM                                 | \$ 32.97    | 350-3670-532600 |
| 5/1/2020         | ACE HARDWARE OF FORT L  | GF-WHITE MARKING PAINT-STREETS                          | \$ 13.18    | 100-3100-520100 |
| 5/26/2020        | DOMINO'S 6372           | GF-PIZZA, CREW LUNCH-PW SHOP                            | \$ 89.42    | 100-3000-532800 |
| 5/27/2020        | THE HOME DEPOT #1547    | GF-47# PORTLAND CEMENT-STREETS                          | \$ 6.80     | 100-3100-532650 |
| 5/27/2020        | THE HOME DEPOT #1547    | GF-47# PORTLAND CEMENT-STREETS                          | \$ 6.80     | 100-3100-532650 |
| 5/27/2020        | THE HOME DEPOT #1547    | GF-47# PORTLAND CEMENT-STREETS                          | \$ 6.80     | 100-3100-532650 |
| 5/27/2020        | THE HOME DEPOT #1547    | GF-47# PORTLAND CEMENT-STREETS                          | \$ 6.80     | 100-3100-532650 |
| 5/27/2020        | THE HOME DEPOT #1547    | GF-47# PORTLAND CEMENT-STREETS                          | \$ 6.80     | 100-3100-532650 |
| 5/27/2020        | THE HOME DEPOT #1547    | GF-47# PORTLAND CEMENT-STREETS                          | \$ 6.80     | 100-3100-532650 |
| 5/27/2020        | ACE HARDWARE OF FORT L  | GF-PARTS-STREETS                                        | \$ 19.17    | 100-3100-532650 |
| 5/8/2020         | SMARTSIGN               | GF-STREET SIGNS-STREETS                                 | \$ 459.61   | 100-3100-532650 |
|                  |                         |                                                         | \$ 2,087.65 |                 |
| 5/5/2020         | AMAZON.COM*SG8LU6DN3    | GF-ACTIONTEC SCREENBEAM MINI2 WIRELESS-IT               | \$ 149.97   | 100-1500-520100 |
| 5/6/2020         | CAFE MEXICALI - GREELE  | GF-CAFEMEXICALI IT MEETING-IT                           | \$ 24.61    | 100-1500-532800 |
| 5/15/2020        | AMAZON.COM*MC3OC3U01    | GF-SUPCASE UNICORN BEETLE PRO SERIES C-IT               | \$ 19.99    | 100-1500-520100 |
| 5/17/2020        | AMZN MKTP US*M76KI7OZ1  | REC-GAFFER POWER SPIKE TAPE - PREMIUM G                 | \$ 22.48    | 500-6700-520100 |

|           |                        |                                                   |    |          |                 |
|-----------|------------------------|---------------------------------------------------|----|----------|-----------------|
| 5/21/2020 | AMAZON.COM*M71ET6XY1   | GF-AMAZONBASICS USB 3.0 CABLE - A-MALE-IT         | \$ | 41.46    | 100-1500-520100 |
| 5/21/2020 | AMAZON.COM*M71ET6XY1   | GF-AMAZONBASICS USB 3.0 CABLE - A-MALE-IT         | \$ | 24.64    | 100-1500-520100 |
| 5/23/2020 | AMZN MKTP US*M72P77A72 | GF-LAPTOP KEYBOARD FOR PANASONIC TOUGH-IT         | \$ | 110.80   | 100-1500-531050 |
| 5/24/2020 | AMZN MKTP US*M76IN6QW1 | GF-BLUETOOTH HEADPHONES-IT                        | \$ | 19.98    | 100-1500-520100 |
| 5/24/2020 | AMZN MKTP US*M77MP91W2 | GF-PWR+ CHARGER POWER SUPPLY FOR PANAS-IT         | \$ | 54.35    | 100-1500-531050 |
| 5/25/2020 | AMAZON.COM*M71IY4SW1   | GF-AMAZONBASICS USB 3.0 EXTENSION CABL-IT         | \$ | 20.98    | 100-1500-520100 |
| 5/26/2020 | AMZN MKTP US*M76QA7UI1 | GF-SWOOPER FLUTTER FLAG HARDWARE-THREE-WINTERFEST | \$ | 200.66   | 100-1700-552350 |
| 5/26/2020 | AMZN MKTP US*M76QA7UI1 | GF-WELCOME FEATHER BANNER SWOOPER FLAG-WINTERFEST | \$ | 78.24    | 100-1700-552350 |
| 5/26/2020 | AMZN MKTP US*M76QA7UI1 | GF-WELCOME FEATHER BANNER SWOOPER FLAG-WINTERFEST | \$ | (0.02)   | 100-1700-552350 |
| 5/27/2020 | AMZN MKTP US*M73VY82Z0 | GF-WINDSTRONG 3X6 FT DELUXE (DOUBLE SI-WINTERFEST | \$ | 95.52    | 100-1700-552350 |
| 5/27/2020 | AMZN MKTP US*M735K2HB2 | GF-SMARTIES CANDY ROLLS - RED CANDY --WINTERFEST  | \$ | 39.78    | 100-1700-552350 |
| 5/27/2020 | AMZN MKTP US*M735K2HB2 | GF-SUPER MIRACLE BUBBLE SOLUTION, PART-WINTERFEST | \$ | 35.52    | 100-1700-552350 |
| 5/27/2020 | AMZN MKTP US*M735K2HB2 | GF-800 PCS GLOW STICKS BULK COLORFUL N-WINTERFEST | \$ | 32.99    | 100-1700-552350 |
| 5/27/2020 | AMZN MKTP US*M782P4IW1 | GF-9X12 RED DIE CUT HANDLE PLASTIC SHO-WINTERFEST | \$ | 19.98    | 100-1700-552350 |
| 5/27/2020 | AMZN MKTP US*M782P4IW1 | GF-SMARTFOOD POPCORN VARIETY PACK, 0.5-WINTERFEST | \$ | 52.72    | 100-1700-552350 |
| 5/27/2020 | AMZN MKTP US*M70YU9H72 | GF-HID 1326LMSMV 1326 PROXCARD II CLAM-IT         | \$ | 54.68    | 100-1500-520100 |
| 5/27/2020 | AMZN MKTP US*M70Q11KL0 | GF-FLAGS UNLIMITED LOT OF 12 8X12 INCH-WINTERFEST | \$ | 19.99    | 100-1700-552350 |
| 5/28/2020 | AMZN MKTP US*M75OR29K0 | GF-CABLE MATTERS 10GBASE-CU PASSIVE DI-IT         | \$ | 18.80    | 100-1500-531050 |
| 5/29/2020 | AMZN MKTP US*M77U87WK0 | GF-USB GAMING MICROPHONE, TONOR COMPUT-IT         | \$ | 42.99    | 100-1500-531050 |
| 5/30/2020 | AMZN MKTP US*MY7NZ9L91 | GF-CRACKER JACK - 24/1.25 OZ. BAGS-WINTERFEST     | \$ | 29.72    | 100-1700-552350 |
| 5/2/2020  | APPLE.COM/BILL         | GF-MICROSOFT 365-LEGIS                            | \$ | 9.99     | 100-1000-530600 |
| 5/18/2020 | APPLE.COM/BILL         | GF-CLOUD STORAGE-LEGIS                            | \$ | 2.99     | 100-1000-530600 |
|           |                        | #N/A                                              | \$ | 1,223.81 |                 |
| 5/18/2020 | OFFICE DEPOT #2720     | GF-KEYBOARD,COMBO,WIRELESS,MK360-COURT            | \$ | 39.99    | 100-1200-531050 |
|           |                        | #N/A                                              | \$ | 39.99    |                 |
| 5/21/2020 | HALO BRANDED SOLUTIONS | GF-3PLYDISPSABLEMSK1000PK-TO BE CREDITED-MISC     | \$ | 980.00   | 100-1800-520350 |
| 5/21/2020 | HALO BRANDED SOLUTIONS | GF-3PLYDISPSABLEMSK1000PK-TO BE CREDITED-MISC     | \$ | 86.83    | 100-1800-520350 |
| 5/21/2020 | TST* NOTHING BUNDT CAK | GF-CAKES FOR KRISTIN'S LAST DAY-CITY ADM          | \$ | 219.13   | 100-1100-550100 |
| 4/29/2020 | SAFEWAY #1045          | GF-FLOWERS FOR CARLA-CITY ADM                     | \$ | 32.98    | 100-1100-550100 |
| 5/21/2020 | SAFEWAY #1045          | GF-FLOWERS FOR KRISTIN-CITY ADM                   | \$ | 34.99    | 100-1100-550100 |
| 5/22/2020 | GOVERNMENT FINANCE OFF | GF-2020 GAFR UPDATE-FIN                           | \$ | 249.00   | 100-1600-532800 |
|           |                        | #N/A                                              | \$ | 1,602.93 |                 |
| 4/30/2020 | INDEED                 | GF-INDEED ADVERTISING-HR                          | \$ | 500.00   | 100-1400-532300 |
|           |                        | #N/A                                              | \$ | 500.00   |                 |
| 4/30/2020 | ACE HARDWARE OF FORT L | REC-5" TWIST NOZZLE                               | \$ | 19.98    | 500-6700-532500 |
| 5/8/2020  | ACE HARDWARE OF FORT L | REC-MACHINE SCREWS/NUTS                           | \$ | 22.28    | 500-6700-532500 |
| 5/12/2020 | CES 486                | REC-ELECTRICAL SUPPLIES                           | \$ | 62.25    | 500-6700-532500 |
| 5/13/2020 | THE HOME DEPOT #1547   | REC-BATTERIES                                     | \$ | 10.97    | 500-6700-532500 |
| 5/13/2020 | THE HOME DEPOT #1547   | REC-BATTERIES                                     | \$ | 10.97    | 500-6700-532500 |
| 5/13/2020 | THE HOME DEPOT #1547   | REC-BATTERIES                                     | \$ | 10.97    | 500-6700-532500 |
| 5/13/2020 | THE HOME DEPOT #1547   | REC-BATTERIES                                     | \$ | 10.97    | 500-6700-532500 |
| 5/13/2020 | THE HOME DEPOT #1547   | REC-30W36T8CW                                     | \$ | 9.47     | 500-6700-532500 |
| 5/13/2020 | THE HOME DEPOT #1547   | REC-SALES TAX                                     | \$ | 3.53     | 500-6700-532500 |
| 5/13/2020 | ACE HARDWARE OF FORT L | CPR-2" TWIN CASTER-COMM CTR                       | \$ | 15.98    | 230-6000-532500 |
| 5/15/2020 | ACE HARDWARE OF FORT L | REC-YELLOW SAFETY PAINT                           | \$ | 33.74    | 500-6700-532500 |
| 5/15/2020 | MOTIS BRANDS INC       | REC-42" STEEL SAFETY BOLLARD                      | \$ | 171.02   | 500-6700-532500 |
| 5/19/2020 | ACE HARDWARE OF FORT L | REC-HWY STRIPING PAINT                            | \$ | 31.96    | 500-6700-532500 |
| 5/22/2020 | ACE HARDWARE OF FORT L | REC-PAINT & SUPPLIES                              | \$ | 65.48    | 500-6700-532500 |
| 5/26/2020 | ACE HARDWARE OF FORT L | REC-STRIPING PAINT                                | \$ | 37.74    | 500-6700-532500 |
| 5/27/2020 | THE HOME DEPOT #1547   | REC-SPRAY PAINT                                   | \$ | 83.72    | 500-6700-532500 |
| 5/27/2020 | THE HOME DEPOT #1547   | REC-SPRAY PAINT                                   | \$ | (16.80)  | 500-6700-532500 |

|           |                        |                                               |    |         |                 |
|-----------|------------------------|-----------------------------------------------|----|---------|-----------------|
| 5/28/2020 | THE HOME DEPOT 1548    | REC-YELLOW STRIPING PAINT                     | \$ | 80.94   | 500-6700-532500 |
| 4/29/2020 | ACE HARDWARE OF FORT L | GF-WIRE, WALLPLATE,SWITCH-FAC                 | \$ | 47.46   | 100-3300-532500 |
| 4/29/2020 | ACE HARDWARE OF FORT L | GF-60" SNAP LOCK-FAC                          | \$ | 25.99   | 100-3300-532500 |
| 4/30/2020 | ACE HARDWARE OF FORT L | GF-PINE SOL-FAC                               | \$ | 25.98   | 100-3300-532500 |
| 5/4/2020  | ACE HARDWARE OF FORT L | GF-12THNN WIRE-FAC                            | \$ | 34.50   | 100-3300-532500 |
| 5/6/2020  | THE HOME DEPOT 1547    | GF-BATTERIES, SEALANT, 3A3 ALUM SHEET-FAC     | \$ | 86.09   | 100-3300-532500 |
| 5/6/2020  | ACE HARDWARE OF FORT L | GF-BATTERIES, SEALANT, 3A3 ALUM SHEET-FAC     | \$ | 11.99   | 100-3300-532500 |
| 5/7/2020  | ACE HARDWARE OF FORT L | GF-ANCHORS, HOOKS, EYE BOLTS-FAC              | \$ | 54.07   | 100-3300-532500 |
| 5/8/2020  | ACE HARDWARE OF FORT L | GF-1/8" FERRULE STRIPS-FAC                    | \$ | 5.98    | 100-3300-532500 |
| 4/29/2020 | GREEN CO2 SYSTEMS      | REC-CO2 SUPPLIES                              | \$ | 252.44  | 500-6700-520400 |
| 5/5/2020  | CONOCO - FANS CONOCO   | GF-MISC FOOD/GROC                             | \$ | 31.23   | 100-110150      |
| 5/5/2020  | CONOCO - FANS CONOCO   | GF-MISC FOOD/GROC                             | \$ | 1.87    | 100-110150      |
| 5/27/2020 | AMAZON.COM*M73ZF17A0 A | GF-REUSABLE COTTON FACE MASK (PACK OF         | \$ | 41.18   | 100-110150      |
| 5/12/2020 | ACE HARDWARE OF FORT L | GF-ADAPTER, BALL VALVE, BUSHINGS-PARKS        | \$ | 79.36   | 100-3500-520100 |
| 5/13/2020 | BUBBA CHINOS           | GF-MEALS-PARKS                                | \$ | 18.72   | 100-3500-520100 |
| 5/27/2020 | ACE HARDWARE OF FORT L | GF-CEMENT, COUPLERS-PARKS                     | \$ | 68.97   | 100-3500-520100 |
| 5/1/2020  | TVY*SILVERSNEAKERS     | REC-SILVER SNEAKERS TRAINING ENERCHI          | \$ | 35.00   | 500-6700-532800 |
| 5/1/2020  | TVY*SILVERSNEAKERS     | REC-SILVER SNEAKERS TRAINING STABILITY        | \$ | 35.00   | 500-6700-532800 |
| 5/4/2020  | NATIONAL ACADEMY OF SP | REC-AFAA JILLIAN MICHAELS LIFE COACH TRAINING | \$ | 35.00   | 500-6700-532800 |
| 5/5/2020  | NATIONAL ACADEMY OF SP | REC-TRAINING                                  | \$ | 50.00   | 500-6700-532800 |
| 5/13/2020 | CHALLENGER TEAM        | CPR-CHALLENGER TEAMWEAR-ATHL                  | \$ | 868.90  | 230-6020-533100 |
| 5/13/2020 | CHALLENGER TEAM        | CPR-CHALLENGER TEAMWEAR-ATHL                  | \$ | 81.70   | 230-6020-533100 |
| 5/1/2020  | ACE HARDWARE OF FORT L | GF-OTHER MISCELLANEOUS TRANS-PARKS            | \$ | 70.96   | 100-3500-520100 |
| 5/11/2020 | SAFEWAY #1045          | GF-ACCESSORIES TABLE TOP-PARKS                | \$ | 12.36   | 100-3500-520100 |
| 5/11/2020 | SAFEWAY #1045          | GF-PLATES TABLE TOP-PARKS                     | \$ | 18.25   | 100-3500-520100 |
| 5/11/2020 | SAFEWAY #1045          | GF-BASE SPRAYS AIR CARE-PARKS                 | \$ | 16.65   | 100-3500-520100 |
| 5/11/2020 | SAFEWAY #1045          | GF-ELECTRIC CONTINUOUS ACTION-PARKS           | \$ | 20.66   | 100-3500-520100 |
| 5/11/2020 | SAFEWAY #1045          | GF-OTHER MISCELLANEOUS TRANS-PARKS            | \$ | (11.01) | 100-3500-520100 |
| 5/26/2020 | SAFEWAY #1045          | GF-HALF N HALF 10 5 MF CRE-PARKS              | \$ | 4.69    | 100-3500-520100 |
| 5/26/2020 | SAFEWAY #1045          | GF-HALF N HALF 10 5 MF CRE-PARKS              | \$ | 0.50    | 100-3500-520100 |
| 5/8/2020  | DOLLAR TREE            | CPR-SENIOR SUPPLIES-SENIORS                   | \$ | 4.34    | 230-6050-553900 |
| 5/8/2020  | WM SUPERCENTER #905    | CPR-SENIOR SUPPLIES-SENIORS                   | \$ | 19.29   | 230-6050-553900 |
| 5/19/2020 | ACE HARDWARE OF FORT L | CPR-BATTERIES, CAULK, TAPE-COMM CTR           | \$ | 73.32   | 230-6000-532500 |
| 5/20/2020 | ACE HARDWARE OF FORT L | CPR-QUIKCRETE-COMM CTR                        | \$ | 35.94   | 230-6000-520100 |
| 5/20/2020 | ACE HARDWARE OF FORT L | GF-PAINT SUPPLIES-FAC                         | \$ | 11.73   | 100-3300-532500 |
| 5/26/2020 | SUMMITBODYWORKS        | GF-CUSTOM VINYL-FAC                           | \$ | 16.57   | 100-3300-532700 |
| 5/4/2020  | THE TORO COMPANY       | GF-CLEARXCC                                   | \$ | 212.00  | 100-110150      |
| 5/5/2020  | ROCKY MOUNTAIN SUNSCRE | GF-SUNSCREEN                                  | \$ | 120.54  | 100-110150      |
| 5/20/2020 | TRACTOR SUPPLY CO #178 | GF-HI RUNNER TURF TIRE                        | \$ | 57.98   | 100-110150      |
| 4/29/2020 | QUALITY OF COLORADO FI | GF-FIRST AID SUPPLIES-FAC                     | \$ | 130.69  | 100-3300-520100 |
| 5/12/2020 | QUALITY OF COLORADO FI | GF-HAND SANITIZER W/PUMP-MISC                 | \$ | 100.00  | 100-1800-552600 |
| 5/15/2020 | INTERSTATE FORD        | GF-F250 IGNITION REPAIR-MISC                  | \$ | 856.00  | 100-1800-552600 |
| 5/21/2020 | FASTENAL COMPANY 01COF | GF-43"L X 19.5"W X 22"H STL RED 55 GAL        | \$ | 187.42  | 100-110150      |
| 5/21/2020 | FASTENAL COMPANY 01COF | GF-FREIGHT CHARGES                            | \$ | 23.45   | 100-110150      |
| 5/6/2020  | SAFEWAY #1045          | GF-HALF N HALF 10 5 MF CRE-PARKS              | \$ | 5.71    | 100-3500-520100 |
| 5/11/2020 | AMZN MKTP US*SE6A38PD3 | GF-BELTRON KYOCERA DURAFORCE PRO 2 CAS-PARKS  | \$ | 26.66   | 100-3500-520100 |
| 5/14/2020 | SAFEWAY #1045          | GF-GROUND PREPACKAGED COFFEE-PARKS            | \$ | 9.95    | 100-3500-520100 |
| 5/14/2020 | SAFEWAY #1045          | GF-WHOLE PREPACKAGE COFFEE HO-PARKS           | \$ | 9.95    | 100-3500-520100 |
| 5/14/2020 | SAFEWAY #1045          | GF-COFFEE-PARKS                               | \$ | 5.04    | 100-3500-520100 |
| 5/19/2020 | GREASE MONKEY #937     | GF-F350 OIL CHANGE/MAINTENANCE-PARKS          | \$ | 304.25  | 100-3500-532400 |
| 5/21/2020 | 6372 DOMINOS PIZZA     | GF-MEALS-PARKS                                | \$ | 22.64   | 100-3500-532800 |

|           |                        |                                          |    |          |                 |
|-----------|------------------------|------------------------------------------|----|----------|-----------------|
| 5/6/2020  | POLYJOHN - SINKS N MOR | #N/A                                     | \$ | 621.50   | 100-1700-554500 |
| 5/6/2020  | POLYJOHN - SINKS N MOR | #N/A                                     | \$ | 621.50   | 100-1700-554500 |
| 5/28/2020 | PROFESSIONAL PLASTICS  | REC-CLEAR ACRYLIC FILM                   | \$ | 126.89   | 500-6700-520100 |
| 5/28/2020 | PROFESSIONAL PLASTICS  | REC-CLEAR ACRYLIC FILM                   | \$ | 126.89   | 500-6700-520100 |
| 5/22/2020 | SQ *VERDEK LLC         | REC-MISC OTHER                           | \$ | 814.79   | 500-6700-530600 |
| 5/27/2020 | SQ *VERDEK LLC         | REC-MISC OTHER                           | \$ | 616.60   | 500-6700-530600 |
| 5/15/2020 | MENS HEALTH            | #N/A                                     | \$ | 27.76    | 500-6700-530800 |
| 5/8/2020  | AMZN MKTP US*SR4T193R3 | #N/A                                     | \$ | 35.94    | 100-110150      |
| 5/12/2020 | AMZN MKTP US*MC45Y3Q50 | GF-JUVALE FOOTPRINT STICKERS - 32-PAIR   | \$ | 10.68    | 100-110150      |
| 4/29/2020 | ACE HARDWARE OF FORT L | GF-SPRINKLER SPRAY HEADS-PARKS           | \$ | 22.41    | 100-3500-520100 |
| 4/29/2020 | ACE HARDWARE OF FORT L | GF-GROUND PLUG-PARKS                     | \$ | 6.99     | 100-3500-520100 |
| 5/6/2020  | ACE HARDWARE OF FORT L | GF-1" DIAPHRAM REPL-PARKS                | \$ | 3.99     | 100-3500-520100 |
| 5/7/2020  | ACE HARDWARE OF FORT L | GF-9V BATTERIES-PARKS                    | \$ | 9.59     | 100-3500-520100 |
| 5/12/2020 | ACE HARDWARE OF FORT L | GF-ADAPTERS, TORCH KIT-PARKS             | \$ | 10.78    | 100-3500-520100 |
| 5/27/2020 | ACE HARDWARE OF FORT L | GF-BALL VALVE, ADAPTER, ELBOW-PARKS      | \$ | 25.96    | 100-3500-520100 |
| 5/7/2020  | ZORO TOOLS INC         | #N/A                                     | \$ | 134.12   | 500-6700-520100 |
| 5/7/2020  | SP * PRO-LITE          | #N/A                                     | \$ | 25.94    | 500-6700-520100 |
| 5/13/2020 | BIRDIE IMAGING SUPPLIE | CPR-OTHER MISCELLANEOUS TRANS-COMM CTR   | \$ | 406.30   | 230-6000-520200 |
|           | BIRDIE IMAGING SUPPLIE | CPR-Disputed Charge Credit-COMM CTR      | \$ | (406.30) | 230-6000-520200 |
|           | BIRDIE IMAGING SUPPLIE | #N/A                                     | \$ | (408.61) | DISPUTED        |
| 5/15/2020 | STAMPS.COM             | CPR-OTHER MISCELLANEOUS TRANS-COMM CTR   | \$ | 17.99    | 230-6000-530600 |
|           |                        | #N/A                                     | \$ | 7,774.84 |                 |
| 4/30/2020 | WM SUPERCENTER #1659   | GF-GLOVES-PD                             | \$ | 39.80    | 100-2100-520100 |
| 5/4/2020  | DASH MEDICAL GLOVES    | GF-GLOVES-PD                             | \$ | 71.90    | 100-2100-520100 |
| 5/6/2020  | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 0.55     | 100-2100-531800 |
| 5/6/2020  | USPS PO 0732220392     | GF-CTOM - INDIVIDUAL - DOMESTIC-PD       | \$ | 1.50     | 100-2100-531800 |
| 5/6/2020  | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 5.80     | 100-2100-531800 |
| 5/6/2020  | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 5.80     | 100-2100-531800 |
| 5/7/2020  | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 2.05     | 100-2100-531800 |
| 5/7/2020  | USPS PO 0732220392     | GF-US FLAG BKL7/20-PD                    | \$ | 11.00    | 100-2100-531800 |
| 5/8/2020  | OFFICE DEPOT #1080     | GF-G2 GEL PEN FINE PT. BLACK 12PK-PD     | \$ | 35.98    | 100-2100-520100 |
| 5/8/2020  | OFFICE DEPOT #1080     | GF-PEN,GEL,UNIBALL,.7MM,12/PK,BLK-PD     | \$ | 35.98    | 100-2100-520100 |
| 5/8/2020  | OFFICE DEPOT #1080     | GF-COFFEE, DKNDONUT,ORIG,20OZ-PD         | \$ | 31.58    | 100-2100-520100 |
| 5/8/2020  | OFFICE DEPOT #1080     | GF-PEN,COUNTERFEIT DETECTOR,3PK-PD       | \$ | 11.39    | 100-2100-520100 |
| 5/8/2020  | OFFICE DEPOT #1080     | GF-CLIP,BINDER,LARGE,12/BX-PD            | \$ | 11.78    | 100-2100-520100 |
| 5/8/2020  | OFFICE DEPOT #1080     | GF-NOTE,POST-IT,4X6,12PK,YELLOW-PD       | \$ | 38.99    | 100-2100-520100 |
| 5/8/2020  | OFFICE DEPOT #1080     | GF-PAD,STENO,6X9,80SHT,4PK,WHITE-PD      | \$ | 14.29    | 100-2100-520100 |
| 5/8/2020  | OFFICE DEPOT #1080     | GF-SALES TAX-PD                          | \$ | 11.50    | 100-2100-520100 |
| 5/8/2020  | OFFICE DEPOT #2695     | GF-END TAB FLDR STR LTR MAN REINF-PD REC | \$ | 81.57    | 100-2500-520200 |
| 5/8/2020  | OFFICE DEPOT #2695     | GF-SALES TAX-PD REC                      | \$ | 5.63     | 100-2500-520200 |
| 5/8/2020  | OFFICE DEPOT #3272     | GF-TAPE,PCKNG,48MMX,SUPER,40M,3PK-PD REC | \$ | 18.99    | 100-2500-520200 |
| 5/8/2020  | OFFICE DEPOT #3272     | GF-SALES TAX-PD REC                      | \$ | 1.31     | 100-2500-520200 |
| 5/12/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 0.55     | 100-2100-531800 |
| 5/12/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 0.55     | 100-2100-531800 |
| 5/12/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 0.55     | 100-2100-531800 |
| 5/12/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 5.80     | 100-2100-531800 |
| 5/12/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 5.80     | 100-2100-531800 |
| 5/12/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 5.80     | 100-2100-531800 |
| 5/12/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 5.80     | 100-2100-531800 |
| 5/12/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 5.80     | 100-2100-531800 |
| 5/12/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 5.80     | 100-2100-531800 |
| 5/13/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                 | \$ | 5.80     | 100-2100-531800 |

|           |                        |                                            |    |          |                 |
|-----------|------------------------|--------------------------------------------|----|----------|-----------------|
| 5/14/2020 | USPS PO 0732220392     | GF-FIRST-CLASS PACKAGE-PD                  | \$ | 3.80     | 100-2100-531800 |
| 5/15/2020 | USPS PO 0732220392     | GF-FIRST-CLASS PACKAGE-PD                  | \$ | 3.80     | 100-2100-531800 |
| 5/19/2020 | WALGREENS #6344        | GF-PHOTOFINISHING-PD                       | \$ | 0.85     | 100-2100-520100 |
| 5/19/2020 | USPS PO 0732220392     | GF-FIRST-CLASS PACKAGE-PD                  | \$ | 3.80     | 100-2100-531800 |
| 5/19/2020 | USPS PO 0732220392     | GF-FIRST-CLASS PACKAGE-PD                  | \$ | 7.75     | 100-2100-531800 |
| 5/20/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                   | \$ | 5.80     | 100-2100-531800 |
| 5/21/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                   | \$ | 5.80     | 100-2100-531800 |
| 5/21/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                   | \$ | 5.80     | 100-2100-531800 |
| 5/21/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                   | \$ | 5.80     | 100-2100-531800 |
| 5/21/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                   | \$ | 5.80     | 100-2100-531800 |
| 5/21/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                   | \$ | 5.80     | 100-2100-531800 |
| 5/21/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                   | \$ | 5.80     | 100-2100-531800 |
| 5/21/2020 | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                   | \$ | 5.80     | 100-2100-531800 |
| 5/29/2020 | USPS PO 0732220392     | GF-FIRST-CLASS PACKAGE-PD                  | \$ | 4.60     | 100-2100-531800 |
| 5/1/2020  | ACE HARDWARE OF FORT L | GF-DRAWER LOCK/HOUSE KEY-PD                | \$ | 46.92    | 100-2100-520100 |
| 5/8/2020  | USPS PO 0732220392     | GF-FIRST-CLASS LETTER-PD                   | \$ | 1.15     | 100-2100-531800 |
| 5/20/2020 | O'REILLY AUTO PARTS 44 | GF-MINI BULB-PD                            | \$ | 3.86     | 100-2100-532700 |
| 5/26/2020 | CIRCLE K # 44109       | GF-UNL MID-88/89OC-PD                      | \$ | 32.71    | 100-2100-520800 |
| 5/29/2020 | SOS REGISTRATION FEE   | GF-NOTARY RENEWAL-PD                       | \$ | 10.00    | 100-2100-532800 |
| 4/30/2020 | FASTENAL COMPANY 01COF | GF-ONE SIZE WHITE N95 3M TM 8511 DISP-PD   | \$ | 32.57    | 100-2100-520100 |
| 5/4/2020  | DOOLEY ENTERPRISES INC | GF-RA9124TP-50-PD                          | \$ | 69.35    | 100-2100-532800 |
| 5/7/2020  | R AND L TIRES          | GF-R&L TIRE-PD                             | \$ | 65.00    | 100-2100-532700 |
| 5/12/2020 | GLOCK INC              | GF-REPAIR PARTS-PD                         | \$ | 38.00    | 100-2100-532700 |
| 5/22/2020 | KING SOOPERS #0714 FUE | GF-UNL REG 86/87 OC-PD                     | \$ | 41.16    | 100-2100-520800 |
| 5/22/2020 | KING SOOPERS #0714 FUE | GF-FUEL ADJUSTMENT-PD                      | \$ | (0.66)   | 100-2100-520800 |
| 5/29/2020 | CIRCLE K # 44109       | GF-UNL REG 86/87 OC-PD                     | \$ | 29.00    | 100-2100-520800 |
| 5/1/2020  | CIRCLE K # 44109       | GF-UNL REG 86/87 OC-PD                     | \$ | 33.05    | 100-2100-520800 |
| 5/4/2020  | TLO TRANSUNION         | GF-OTHER MISCELLANEOUS TRANS-PD            | \$ | 56.70    | 100-2100-530600 |
| 5/6/2020  | AMZN MKTP US*RJ8VG7IL3 | GF-FH GROUP FB091102 NEOPRENE ULTRA-FL-PD  | \$ | 106.89   | 100-2100-532700 |
| 5/7/2020  | STUBS GAS & OIL        | GF-UNL MID-88/89OC-PD                      | \$ | 17.00    | 100-2100-520800 |
| 5/13/2020 | AMAZON.COM*MC2A03K60   | GF-SAFECO PRODUCTS ONYX 10 POCKET MAGAZ-PD | \$ | 69.46    | 100-2100-520100 |
| 5/20/2020 | MOULTRIE MOBILE        | GF-4G PROFESSIONAL-PD                      | \$ | 49.99    | 100-2100-530600 |
| 5/20/2020 | MOULTRIE MOBILE        | GF-4G PROFESSIONAL-CITY ADM                | \$ | 49.99    | 100-1100-530600 |
| 5/20/2020 | MOULTRIE MOBILE        | GF-SALES TAX-PD                            | \$ | 3.45     | 100-2100-530600 |
| 5/20/2020 | MOULTRIE MOBILE        | GF-SALES TAX-CITY ADM                      | \$ | 3.45     | 100-1100-530600 |
| 5/28/2020 | STUBS GAS & OIL        | GF-UNL REG 86/87 OC-PD                     | \$ | 46.84    | 100-2100-520800 |
| 5/5/2020  | NAPA AUTO PARTS        | GF-OIL PRESSURE SWITCH-PD                  | \$ | 69.26    | 100-2100-532700 |
| 5/15/2020 | NAPA AUTO PARTS        | GF-LAMP BULB-PD                            | \$ | 21.15    | 100-2100-532700 |
| 5/18/2020 | ACE HARDWARE OF FORT L | GF-HOLE SAW-PD                             | \$ | 9.61     | 100-2100-532700 |
| 5/18/2020 | NAPA AUTO PARTS        | GF-GROMMETS & RIVETS-PD                    | \$ | 7.21     | 100-2100-532700 |
| 5/21/2020 | NAPA AUTO PARTS        | GF-BUTT CONNECTOR, FUSES, HOLDER-PD        | \$ | 18.51    | 100-2100-532700 |
| 5/21/2020 | NAPA AUTO PARTS        | GF-BUTT CONNECTOR-PD                       | \$ | 13.76    | 100-2100-532700 |
| 5/26/2020 | ACE HARDWARE OF FORT L | GF-FASTENERS, HEX BOLTS, WASHERS-PD        | \$ | 1.44     | 100-2100-532700 |
| 5/20/2020 | CIRCLE K # 44109       | GF-UNL REG 86/87 OC-PD                     | \$ | 24.39    | 100-2100-520800 |
| 4/30/2020 | CIRCLE K # 44109       | GF-UNL REG 86/87 OC-PD                     | \$ | 23.23    | 100-2100-520800 |
|           |                        | #N/A                                       | \$ | 1,539.28 |                 |
| 5/6/2020  | SAFEWAY FUEL #1045     | GF-UA GASOLINE-CODE                        | \$ | 23.28    | 100-4300-520800 |
| 5/12/2020 | AMERICAN PLANNING A    | GF-OTHER MISCELLANEOUS TRANS-PLAN          | \$ | 533.00   | 100-4100-530800 |
|           |                        |                                            | \$ | 556.28   |                 |

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
June 16, 2020**

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, June 16, 2020. Due to the COVID-19 virus, the meeting was held with remote access provided through GoToMeetings. Mayor Zo Stieber called the meeting to order at 7:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

**ROLL CALL**

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Stieber, and Council Members Shannon Rhoda, Chris Ceretto, Michael Sanchez, Bruce Fitzgerald and Tommy Holton.

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

The following staff participated by electronic communication (GoToMeeting): Assistant City Administrator, Glenda Arextuloeta, Planners Alyssa Knutson and Maria Lancto.

Mayor Stieber read the Connected Meeting general advisement to all.

**PERSONS TO ADDRESS COUNCIL**

There was no one to address the Council.

**APPROVAL OF AGENDA**

Staff made an amendment to the Consent Agenda, Item 'c' by changing the title of AM 2020-116 to read "Accepting the Mayor's Signature on the Collaboration Agreement related to the Cares Act Funds" It was moved by Tommy Holton and seconded by Chris Ceretto to approve the Agenda as amended. Motion passed unanimously on roll call vote.

**REVIEW OF ACCOUNTS PAYABLES**

Council reviewed the June 16, 2020 payables; there were no questions or comments from the Mayor or Council.

**CONSENT AGENDA**

It was moved by Tommy Holton and seconded by Chris Ceretto to approve the Consent Agenda the following items: 06022020 City Council Meeting Minutes, Adopting an Ordinance 2020-1091AN ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE CITY OF FORT LUPTON PUBLIC RIGHT OF WAY DEDICATION FOR ROLLIE AVENUE (AM 2020-115), Ratifying the Mayors Signature on the Collaboration Agreement Related to the Distribution of Cares Act Funds (AM 2020-116), Adopting Ordinance 2020 AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, DELETING IN ITS ENTIRETY



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CHAPTER 6, BUSINESS LICENSES AND REGULATIONS, ARTICLE VI  
MISCELLANEOUS LICENSES, SECTION 6-163 GARAGE SALES PERMITTED AND  
SECTION 6-164 GARAGE SALES PERMIT REQUIRED OF THE FORT LUPTON  
MUNICIPAL CODE (AM 2020-117). Motion passed unanimously on roll call vote.

**PUBLIC HEARINGS**

**AM 2020-109 Approve a Resolution for an Application for a Special Use Permit for a  
12,000 Gallon Aboveground Unleaded Fuel Tank Known as the Complete Energy Services  
Special Use Permit**

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

The applicant's representative Jason Henderson, answered yes to all questions.

Mayor Stieber opened the public hearing at 7:09 p.m. The City Planner, Maria Lancto, stated the that Complete Energy Services, Inc., the applicant, has submitted a request for a special use permit for a 12,000-gallon aboveground unleaded fuel tank on their property located at 13025 Highway 85. The property is situated east and adjacent to Highway 85 and approximately 0.08 miles north of County Road 16. The tank will be used in conjunction with existing oil and gas support services occurring at the site. The property is located within the 'I-2' Heavy Industrial Zone District. The Municipal Code does not list an aboveground storage tank for propane and fuel as a use by right in this zone district, but does specifically list it as being allowed with an approved special use permit. All notification requirements have been met.

There was no presentation by the applicant. Mayor Stieber read the following advisement: Have you had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the application before the City Council tonight? Mr. Henderson answered "yes." Has there been anything that you or the Applicant would have liked to have presented in support of Applicant's application that you feel you were prevented from doing so? Mr. Henderson answered "no."

Mayor Stieber asked if anyone from the public would like to speak for or against the proposal. Hearing none, Mayor Stieber closed the public hearing at 7:12 p.m.

It was moved by Michael Sanchez and seconded by Bruce Fitzgerald to approve Resolution 2020R052 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SPECIAL USE PERMIT FOR A 12,000 GALLON ABOVEGROUND UNLEADED FUEL

**RECORD OF PROCEEDINGS**  
**FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS**  
**June 16, 2020**

TANK, KNOWN AS THE COMPLETE ENERGY SERVICES SPECIAL USE PERMIT, ON A PROPERTY LOCATED AT 13025 HIGHWAY 85. Motion passed unanimously on roll call vote.

**AM 2020-110 Adopt an Ordinance Rezoning Land Legally Described in Exhibit A to the Proposed Ordinance, and Known as the Thunder Valley Rezoning to the PUD Planned Unit Development Zone District**

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

The applicant's representative, JC York, answered yes to all questions.

Mayor Stieber opened the public hearing at 7:15 p.m. The City Planner, Maria Lancto, stated that 4 Z Investments LLP, the applicant, has submitted a request for a change of zone of certain land identified in Exhibit A to the proposed Ordinance to the PUD Planned Unit Development Zone District. The property that is the subject of the rezoning is located approximately 0.03 miles north of County Road 10 and west and adjacent to County Road 21. The current zoning of the property is 'A' Agricultural. The rezoning has been submitted concurrently for review with the Thunder Valley PUD Development Plan, PUD Preliminary Plat and PUD Final Plat, which will be reviewed by City Council separately.

There was no presentation by the applicant. Mayor Stieber read the following advisement: Have you had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the application before the City Council tonight? Mr. York answered "yes." Has there been anything that you or the Applicant would have liked to have presented in support of Applicant's application that you feel you were prevented from doing so? Mr. York answered "no."

Mayor Stieber asked if anyone from the public would like to speak for or against the proposal. Hearing none, Mayor Stieber closed the public hearing at 7:17 p.m.

Walter Sladkin, 44 Cook St. in Denver, representing the adjacent property owners raised concerns over the structure of the subdivision relating to the Suckla Farms entryway to the south, screening and structure of the subdivision.

No further discussion occurred.

Mayor Stieber reclosed the public hearing at 7:24 p.m.

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It was moved by Michael Sanchez and seconded by Chris Ceretto to adopt Ordinance 2020-1093 AN ORDINANCE REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE THUNDER VALLEY REZONING, TO THE PUD PLANNED UNIT DEVELOPMENT ZONE DISTRICT. Motion passed unanimously on roll call vote.

**AM 2020-111 Approve a Resolution Accepting the Thunder Valley PUD Development Plan and PUD Preliminary Plat**

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

The applicant's representative, JC York, answered yes to all questions.

Mayor Stieber opened the public hearing at 7:26 p.m. The City Planner, Maria Lancto, stated that the applicant, 4 Z Investments LLP, has applied for approval of a PUD Development Plan and PUD Preliminary Plat, known as the Thunder Valley PUD Development Plan and PUD Preliminary Plat for the City Council's consideration. The site that is the subject of the Plan and Preliminary Plat is located approximately 0.03 miles north of County Road 10 and west and adjacent to County Road 21. The proposed Plan and Preliminary Plat are for a residential subdivision that will include 13 lots ranging in size from 1.20 acres to 4.12 acres. The subdivision is 36.27 acres, more or less, and the proposed development will include infrastructure, landscaping and a trail. All notification requirements have been met.

JC York, provided a presentation to the Council. The presentation included an overview of the Thunder Valley development plan and preliminary plat. This included the layout and size of the lots, landscaping, trails and open space areas, detention pond, infrastructure with water to be provided by Central Weld District. The title work and survey doesn't show anything different than on the plat.

Mayor Stieber read the following advisement: Have you had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the application before the City Council tonight? Mr. York answered "yes." Has there been anything that you or the Applicant would have liked to have presented in support of Applicant's application that you feel you were prevented from doing so? Mr. York answered "no."

Mayor Stieber asked if anyone from the public would like to speak for or against the proposal.

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Walter Sladkin stated concerns over the subdivision's overall view indicating that his client may have to put up a wall. Since the City doesn't enforce covenants, they should take into consideration to have a uniform development and not approve the subdivision.

The City attorney asked Mr. Sladkin who he was representing. Mr. Sladkin stated his client is Sukla Farms Inc., owning the property to the north, this includes Kara Ciruello. Mr. Ausmus indicated that throughout the hearing, Ms. Ciruello has been participating via chat feature of the remote meeting. Mr. Sladkin stated he was unaware of the participation.

Kara Ciruello, who was participating via chat, stated that she was asking the Council how they can vote on an item that has been changed, the covenants have been changed. Ms. Ciruello indicated that there are foxes and coyotes in the area and no family wants to live near foxes and coyotes. Ms. Ciruello added that County Road 10 ½ was created by Google and is used as their private driveway. She would like an address change.

The City Attorney asked Mr. Sladkin if there was any other items he would like to present before the Council. Mr. Sladkin stated that he has had a fair opportunity to present his case and he has no additional information to add.

Mayor Stieber closed the public hearing at 7:46 p.m. No further discussion occurred.

It was moved by Chris Ceretto and seconded by Tommy Holton to approve Resolution 2020R053 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE THUNDER VALLEY PUD PRELIMINARY PLAT SUBMITTED BY 4 Z INVESTMENTS LLP TO CREATE A 13 LOT RESIDENTIAL SUBDIVISION. Motion passed unanimously on roll call vote.

The Council took a brief recess and resumed the meeting at 7:53 p.m.

**AM 2020-112 Approve a Resolution Accepting the Fulton Village PUD Amended Development Plan and Amended Preliminary PUD Plat**

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

The applicant's representative, Andy Gerk, answered yes to all questions.

Mayor Stieber opened the public hearing at 7:54 p.m. The applicant, Fulton Village Land Developers, LLC, has applied for approval of an amendment Fulton Village PUD Development

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Plan and Preliminary PUD Plat for the City Council's consideration. The site that is the subject of the Plan and Preliminary Plat is located south and adjacent to Kahil Street, east and adjacent to S. Fulton Avenue, north and adjacent to Lone Pine Street, and a portion that is west and adjacent to S. McKinley Avenue. The proposed Amended Plan and Amended Preliminary PUPD Plat is for 75 single family residential lots on approximately 14.122 acres, more or less, and the proposed development will include infrastructure, landscaping and a trail. The planned density for the subdivision is 5.25 dwelling units per acre.

Mr. Andy Gerk presented the overall scope of Fulton Village Filing 2 Submission. The presentation included a layout of 75 single family lots, lots sizes and extension of South Hoover Avenue. The proposed site plat included a park with small playground and walking trail.

Mayor Stieber read the following advisement: Have you had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the application before the City Council tonight? Mr. Gerk answered "yes." Has there been anything that you or the Applicant would have liked to have presented in support of Applicant's application that you feel you were prevented from doing so? Mr. Gerk answered "no."

Mr. Glover who lives on the corner of South Fulton and Kahil Street asked if there were any plans for the corner of South Fulton and Kahil Street. Staff indicated that there were no plans for changes to that corner.

Joanna Oliva, who lives adjacent to Mr. Glover asked about the electrical pole in front of her house and if there were any plans to provide underground electrical. The Planning Director stated that the utility company will determine if they can do it.

Larry Leis, joining via chat, asked if there will be curb and sidewalk installed. Mr. Gerk stated that anything the development touches will include curb and gutter.

Mr. Gerk stated that the entire street of South McKinley won't be paved.

Vern McFarlan, who resides on South McKinley is concerned over the elevation of the development and plans for the 10 feet easement. The Planning Director, Todd Hodges stated that ½-alley right of way was annexed, and is not open to the public.

Mayor Stieber read the following advisement: Have you had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the application before the City Council tonight? Mr. Gerk answered "yes." Has there been anything that you or the Applicant would have liked to have presented in support of Applicant's application that you feel you were prevented from doing so? Mr. Gerk answered "no."

Mayor Stieber closed the public hearing at 8:15 p.m.

It was moved by Michael Sanchez and seconded by Tommy Holton to approve Resolution 2020R054 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING

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**FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS**  
**June 16, 2020**

THE FULTON VILLAGE PUD AMENDED DEVELOPMENT PLAN AND AMENDED PRELIMINARY PUD PLAT. Motion passed on roll call vote with Shannon Rhoda voting 'no' to the motion.

The Council took a brief recess and resumed the meeting at 7:20 p.m.

**ACTION AGENDA**

**AM 2020-113 Approve a Resolution Accepting the Thunder Valley PUD Final Plat**

The applicant, 4 Z Investments LLP, has applied for approval of a PUD Final Plat, known as the Thunder Valley PUD Final Plat for the City Council's consideration. The proposed PUD Final Plat is for a single-family residential subdivision that will include 13 lots ranging in size from 1.20 acres to 4.12 acres. The property that is the subject of the PUD Final Plat is located approximately 0.03 miles north of County Road 10 and west and adjacent to County Road 21. The subdivision is 36.27 acres, more or less, and the proposed development will include infrastructure, landscaping and a trail.

Mr. Sladik reiterated what was stated before and objects to the project.

There was no further discussion.

It was moved by Chris Ceretto and seconded by Tommy Holton to approve Resolution 2020R055 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE THUNDER VALLEY PUD FINAL PLAT SUBMITTED BY 4 Z INVESTMENTS LLP TO CREATE A RESIDENTIAL SUBDIVISION. Motion passed unanimously on roll call vote.

**AM 2020-114 A Resolution Approving the Fulton Village PUD Final Plat for Filing No 2 Submitted by Fulton Village Land Developers, LLC to Create a Residential Subdivision**

Fulton Village Land Developers, LLC has applied for approval of the Fulton Village PUD Final Plat for Filing No. 2 . The proposed development will plat the remaining portion of a 75-lot residential subdivision that will include single-family detached houses, as well as a park and a trail system that will interconnect to the Fort Lupton Parks & Trails Master Plan. The Property is located south and adjacent to Kahil Street, east and adjacent to S. Fulton Avenue, north and adjacent to Lone Pine Street, and a portion that is west and adjacent to S. McKinley Avenue.

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to approve Resolution 2020R056 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE FULTON VILLAGE PUD FINAL PLAT FOR FILING NO. 2 SUBMITTED BY FULTON VILLAGE LAND DEVELOPERS, LLC TO CREATE A RESIDENTIAL SUBDIVISION. Motion passed with Shannon Rhoda voting 'no' to the motion.

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
June 16, 2020**

**STAFF**

The City Administrator, Chris Cross stated that water shut off is set for tomorrow, June 17, 2020

The Public Works Director, Roy Vestal, updated the Council that there was an error in the numbers of the refund to the DOLA grant. The state will be paying \$46,000 rather than the City repaying \$27,000. Discussion occurred over the fixture of small asphalt patches.

Chief John Fryar provided his monthly report to Council.

**MAYOR/COUNCIL REPORTS**

Bruce Fitzgerald stated that the Recreation Center lawn was looking very nice.

**FUTURE CITY EVENTS**

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

**EXECUTIVE SESSION**

It was moved by Tommy Holton and seconded by Chris Ceretto to move into Executive Session- "To Consider the Purchase, Acquisition, Lease, Transfer of Sale of Real, Personal, or Other Property, Pursuant to C.R.S. 24-6-402(4)(a)" Related to Land Acquisition

The following entered into an executive session at 8:30 p.m.: Mayor Stieber, Councilmembers, Shannon Rhoda, Chris Ceretto, Tommy Holton, Bruce Fitzgerald and Michael Sanchez. Also City Administrator Chris Cross, and Planning Director, Todd Hodges and City Attorney, Andy Ausmus.

The Executive Session ended at 9:01 p.m.

The regular meeting reconvened at 9:02 p.m.

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
June 16, 2020**

**ADJOURNMENT**

Mayor Stieber adjourned the meeting at 9:02 p.m.

Respectfully Submitted,

---

Maricela Peña, City Clerk

Approved by City Council

---

Zo Stieber, Mayor

DRAFT



**ORDINANCE NO. 2020-1089**  
**INTRODUCED BY: DAVID CRESPIN**

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

**INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED  
PUBLISHED** this 2<sup>nd</sup> day of June 2020.

**PUBLISHED** in the Fort Lupton Press the 10<sup>th</sup> day of June 2020.

**FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED**  
by title only this 7<sup>th</sup> day of July 2020.

**PUBLISHED BY TITLE ONLY** the 15<sup>th</sup> day of July 2020.

**EFFECTIVE** (after publication) the 14<sup>th</sup> day of August 2020.

City of Fort Lupton, Colorado

---

Zo Stieber, Mayor

ATTEST:

---

Maricela Peña, City Clerk

Approved as to form:

---

Andy Ausmus, City Attorney

**ORDINANCE NO. 2020-1091**

**INTRODUCED BY: TOMMY HOLTON**

**A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE CITY OF FORT LUPTON PUBLIC RIGHT OF WAY DEDICATION FOR ROLLIE AVENUE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.**

**INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 16<sup>th</sup> Day of June 2020.

**PUBLISHED** in the Fort Lupton Press the 24<sup>th</sup> day of June 2020.

**FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY** this 7<sup>th</sup> day of July 2020.

**PUBLISHED BY TITLE ONLY** the 15<sup>th</sup> day of July 2020.

**EFFECTIVE** (after publication) the 14<sup>th</sup> day of August 2020.

City of Fort Lupton, Colorado

\_\_\_\_\_  
Zo Stieber, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney

**ORDINANCE NO. 2020-1092**

**INTRODUCED BY: TOMMY HOLTON**

**AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, DELETING IN ITS ENTIRETY CHAPTER 6, BUSINESS LICENSES AND REGULATIONS, ARTICLE VI MISCELLANEOUS LICENSES, SECTION 6-163 GARAGE SALES PERMITTED AND SECTION 6-164 GARAGE SALES PERMIT REQUIRED OF THE FORT LUPTON MUNICIPAL CODE**

**INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 16<sup>th</sup> day of June 2020.

**PUBLISHED** in the Fort Lupton Press the 24<sup>th</sup> day of June 2020.

**FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED BY TITLE ONLY** this 7<sup>th</sup> day of July 2020.

**PUBLISHED BY TITLE ONLY** the 15<sup>th</sup> day of July 2020.

**EFFECTIVE** (after publication) the 14<sup>th</sup> day of August\_\_ 2020.

CITY OF FORT LUPTON, COLORADO

\_\_\_\_\_  
Zo Stieber, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney

**ORDINANCE NO. 2020-1093**

**INTRODUCED BY: MICHAEL SANCHEZ**

**ADOPT ORDINANCE 2020-1093 REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE THUNDER VALLEY REZONING, TO THE PUD PLANNED UNIT DEVELOPMENT ZONE DISTRICT.**

**INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 16<sup>th</sup> day of June, 2020.

**PUBLISHED** in the Fort Lupton Press the 24<sup>TH</sup> day of June 2020.

**FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY** this 7<sup>th</sup> day of July 2020.

**PUBLISHED BY TITLE ONLY** the 15<sup>th</sup> day of July 2020.

**EFFECTIVE** (after publication) the 14<sup>th</sup> day of August 2020.

CITY OF FORT LUPTON, COLORADO

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Zo Stieber, Mayor

ATTEST:

---

Maricela Peña, City Clerk

Approved as to form:

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Andy Ausmus, City Attorney

## EXHIBIT A

### PROPERTY DESCRIPTION

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE EAST 1/2 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

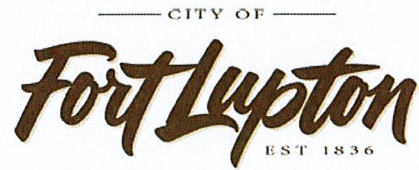
BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE NORTH 00°13'19" WEST ON AN ASSUMED BEARING ALONG THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10 A DISTANCE OF 165.81 FEET TO A POINT ON THE EASTERLY LINE OF A STRIP OF LAND, 40 FEET WIDE, CONVEYED TO THE FARMERS RESERVOIR AND IRRIGATION COMPANY, FOR LATERAL NO. 3 OF THE BULL CANAL, BY DEED RECORDED DECEMBER 11, 1914 IN BOOK 406 AT PAGE 296, WITH SAID EASTERLY LINE BEING 20 FEET EASTERLY OR EXTENDING 20 FEET TO THE RIGHT OF THE CENTERLINE OF SAID CANAL, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°13'19" WEST ALONG SAID EASTERLY LINE OF THE SOUTHEAST 1/4 OF SECTION 10 A DISTANCE OF 2477.63 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 10, THENCE NORTH 00°13'19" WEST ALONG THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10 A DISTANCE OF 447.60 FEET TO A POINT ON SAID EASTERLY LINE OF A STRIP OF LAND, 40 FEET WIDE, CONVEYED TO THE FARMERS RESERVOIR AND IRRIGATION COMPANY, FOR LATERAL NO. 3 OF THE BULL CANAL, BY DEED RECORDED DECEMBER 11, 1914 IN BOOK 406 AT PAGE 296, WITH SAID EASTERLY LINE BEING 20 FEET EASTERLY OR EXTENDING 20 FEET TO THE RIGHT OF THE CENTERLINE OF SAID CANAL; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LATERAL NO. 3 OF THE BULL CANAL, THE FOLLOWING 41 COURSES:

- 1) SOUTH 57°28'27" WEST - 35.49 FEET;
- 2) SOUTH 47°07'44" WEST - 36.39 FEET;
- 3) SOUTH 41°34'15" WEST - 78.14 FEET;
- 4) SOUTH 35°33'53" WEST - 59.01 FEET;
- 5) SOUTH 30°26'39" WEST - 75.09 FEET;
- 6) SOUTH 29°38'38" WEST - 269.69 FEET;
- 7) SOUTH 29°17'34" WEST - 35.99 FEET;
- 8) SOUTH 15°44'22" WEST - 47.41 FEET;
- 9) SOUTH 06°39'22" WEST - 167.80 FEET;
- 10) SOUTH 12°35'23" WEST - 57.74 FEET;
- 11) SOUTH 18°57'42" WEST - 62.09 FEET;
- 12) SOUTH 22°57'37" WEST - 300.16 FEET;
- 13) SOUTH 31°42'54" WEST - 85.54 FEET;
- 14) SOUTH 42°19'31" WEST - 48.49 FEET;
- 15) SOUTH 46°08'35" WEST - 114.14 FEET;
- 16) SOUTH 38°55'20" WEST - 55.23 FEET;
- 17) SOUTH 30°26'03" WEST - 60.11 FEET;
- 18) SOUTH 26°22'51" WEST - 271.17 FEET;
- 19) SOUTH 37°49'56" WEST - 62.28 FEET

20) SOUTH 49°54'40" WEST - 67.57 FEET;  
21) SOUTH 57°38'00" WEST - 129.58 FEET;  
22) SOUTH 45°44'33" WEST - 38.20 FEET;  
23) SOUTH 20°37'01" WEST - 32.97 FEET;  
24) SOUTH 00°16'10" WEST - 31.90 FEET;  
25) SOUTH 27°27'16" EAST - 40.91 FEET;  
26) SOUTH 45°49'30" EAST - 66.80 FEET;  
27) SOUTH 59°18'22" EAST - 42.98 FEET;  
28) SOUTH 60°49'07" EAST - 58.39 FEET;  
29) SOUTH 51°41'30" EAST - 39.20 FEET;  
30) SOUTH 32°27'12" EAST - 69.14 FEET;  
31) SOUTH 18°28'32" EAST - 102.84 FEET;  
32) SOUTH 24°47'10" EAST - 53.16 FEET;  
33) SOUTH 39°18'04" EAST - 50.45 FEET;  
34) SOUTH 46°43'28" EAST - 182.56 FEET;  
35) SOUTH 50°01'01" EAST - 62.83 FEET;  
36) SOUTH 60°26'51" EAST - 66.50 FEET;  
37) SOUTH 62°55'28" EAST - 229.43 FEET;  
38) SOUTH 54°22'01" EAST - 76.73FEET;  
39) SOUTH 47°43'51" EAST - 51.20 FEET;  
40) SOUTH 41°49'22" EAST - 339.48 FEET;  
41) SOUTH 46°58'22" EAST - 41.19 FEET TO THE TRUE POINT OF BEGINNING,  
COUNTY OF WELD, STATE OF COLORADO.

SAID PARCEL CONTAINS 36.27 ACRES, MORE OR LESS.

**CITY OF FORT LUPTON  
CITY COUNCIL**



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

Zo Stieber, Mayor

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

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**AM 2020-118**

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**AUTHORIZE THE PURCHASE OF TOPAZ SIGNATURE PADS FROM TYLER TECHNOLOGIES  
FOR AN AMOUNT NOT TO EXCEED \$7,000 - (COVID-19)**

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- I. **Agenda Date:** Council Meeting – July 7, 2020
- II. **Attachments:** a. Tyler Technologies Quote
- III. **Summary Statement:**

*The Fort Lupton Municipal Court is requesting to purchase two signature pads for the collection of electronic defendant signatures.*

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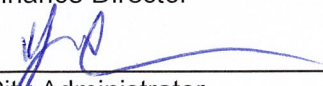
IV. **Submitted by:**

\_\_\_\_\_  
Court Coordinator

V. **Finance Reviewed**

  
\_\_\_\_\_  
Finance Director

VI. **Approved for Presentation:**

  
\_\_\_\_\_  
City Administrator

VII. **Attorney Reviewed**

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Pending Approval

VIII. **Certification of Council Approval:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**IX. Detail of Issue/Request:**

*Beginning March 17, 2020, the Fort Lupton Municipal Court closed due to Covid-19 and reopened on May 5, 2020. Prior to the Covid-19 closure, defendant's signed a hard copy of their advisement and Court orders and the documents were retained by the Court. Due to Covid-19, the Court has discontinued collecting and retaining defendant signatures for staff concerns. The purchase of two signature pads will allow the Court to resume the collection of signatures and retain safety.*

**X. Legal/Political Considerations:**

**XI. Alternatives/Options:**

- 1) *Approve the purchase of two Topaz Signature Pads and software;*
- 2) *Deny the purchase.*

**XII. Financial Considerations:**

*This is an unbudgeted expenditure that will be charged to the General Fund's new COVID expenditure account. The funds may be reimbursable through COVID grant funds.*

**XIII. Staff Recommendation:**

*Approve the purchase of two Topaz Signature Pads and software.*





Quoted By: Kellie Thomasson  
 Quote Expiration: 10/31/2020  
 Quote Name: City of Fort Lupton, CO - CT - TOP and Sig Pad  
 Quote Number: 2020-109032  
 Quote Description: TOP and Sig Pads

### Sales Quotation For

City of Fort Lupton  
 130 S McKinley Ave  
 Fort Lupton , CO 80621-1343  
 Phone: +1 (303) 857-6694

### Tyler Software and Related Services

| Description                              | License        | Impl Hours | Impl Cost      | Data Conversion | Module Total   | Maintenance  |
|------------------------------------------|----------------|------------|----------------|-----------------|----------------|--------------|
| <b>Content/Document Management Suite</b> |                |            |                |                 |                |              |
| Tyler Output Processor Server            | \$3,850        | 8          | \$1,040        | \$0             | \$4,890        | \$963        |
| <i>Sub-Total:</i>                        | <i>\$3,850</i> |            | <i>\$1,040</i> | <i>\$0</i>      | <i>\$4,890</i> | <i>\$963</i> |
| <b>TOTAL:</b>                            | <b>\$3,850</b> | <b>8</b>   | <b>\$1,040</b> | <b>\$0</b>      | <b>\$4,890</b> | <b>\$963</b> |

### 3rd Party Hardware, Software and Services

| Description                                             | Quantity | Unit Price | Unit Discount | Total Price  | Maintenance | Maintenance Discount | Total Maintenance |
|---------------------------------------------------------|----------|------------|---------------|--------------|-------------|----------------------|-------------------|
| Topaz Signature Pad T-L462 - USB On-Premise Court Sites | 2        | \$400      | \$0           | \$800        | \$160       | \$0                  | \$160             |
| <b>TOTAL:</b>                                           |          |            |               | <b>\$800</b> |             |                      | <b>\$160</b>      |

### Summary

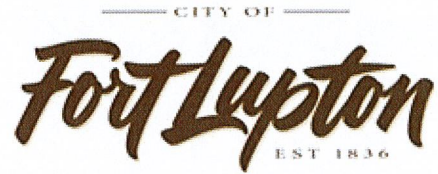
|                                                   | One Time Fees  | Recurring Fees |
|---------------------------------------------------|----------------|----------------|
| Total Tyler Software                              | \$3,850        | \$963          |
| Total Tyler Services                              | \$1,040        | \$0            |
| Total Third Party Hardware, Software and Services | \$800          | \$160          |
| <b>Summary Total</b>                              | <b>\$5,690</b> | <b>\$1,123</b> |
| <b>Contract Total</b>                             | <b>\$6,813</b> |                |

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
  - Fees for hardware are invoiced upon delivery;
  - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
  - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
  - Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
  - Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

**CITY OF FORT LUPTON  
CITY COUNCIL**



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

Zo Stieber, Mayor

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

**AM 2020-122**

**ORDINANCE TO ACCEPT PUBLIC RIGHT OF WAY FROM JACQUELINE WADE FOR 331.90 FEET  
OF THE SOUTHERN PORTION OF COUNTY ROAD 24**

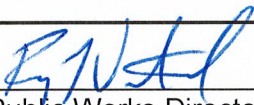
I. **Agenda Date:** Council Meeting – July 7, 2020

II. **Attachments:** a. Ordinance 2020-10XX  
b. Dedication of ROW

III. **Summary Statement:**

*To accept the dedication of a 25 feet wide public Right of Way located south of the centerline of County Road 24 approximately 331.90-feet along the frontage of the Wade special use permit site plan, in the north half of Section 10 Township 2N, Range 67W from Jacqueline Wade.*

IV. **Submitted by:**

  
Public Works Director

V. **Finance Reviewed**

  
Finance Director

VI. **Approved for Presentation:**

  
City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

**IX. Detail of Issue/Request:**

*The Wade Special Use Permit Site Plan was required to dedicate Right of Way along County Road 24 as part of the planning process (Project No. LUP2019-0038, & Plan No. SUP2019-0007) approved with Resolution No. 2020R026 on February 4, 2020.*

**X. Legal/Political Considerations:**

*Not Applicable.*

**XI. Alternatives/Options:**

- *Accept Dedication*
- *Do nothing*

**XII. Financial Considerations:**

*Not applicable.*

**XIII. Staff Recommendation:**

*City staff recommends acceptance of the public Right-of-Way from Jacqueline Wade.*

**ORDINANCE NO.                    2020-xxxx**

**INTRODUCED BY:**

**A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE JACQUELINE WADE PUBLIC RIGHT OF WAY DEDICATION FOR COUNTY ROAD 24 LOCATED A PART OF THE NORTH HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.**

**NOW THEREFORE BE IT RESOLVED** that City Council hereby accepts said Dedication, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Weld, State of Colorado, and said described real estate is hereby declared open and dedicated pursuant to C.R.S. § 24-68-101, et seq..

WHEREAS, Jacqueline Wade, has this day filed with the City of Fort Lupton, Colorado (the "City"), its dedication of certain real estate, which Dedication is hereinabove set forth:

AND WHEREAS, the City finds that said Dedication is desirable and necessary;

**THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 7<sup>th</sup> DAY OF JULY 2020.**

**INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 7<sup>th</sup> day of July 2020.

**PUBLISHED** in the Fort Lupton Press the 15<sup>th</sup> day of July 2020.

**FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY** this \_\_ day of \_\_ 2020.

**PUBLISHED BY TITLE ONLY** the \_\_\_\_ day of \_\_\_\_ 2020.

**EFFECTIVE** (after publication) the \_ day of \_ 2020.

CITY OF FORT LUPTON, COLORADO

\_\_\_\_\_  
Zo Stieber, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney

**DEDICATION OF PUBLIC RIGHT OF WAY**

The undersigned being the fee simple owner of all the real estate described herein, for good and valuable consideration, does hereby grant and dedicate to the City of Fort Lupton, Weld County, Colorado, on and behalf of and for the public, for use as right-of-way for public purposes, the following described real estate situated in Weld County, Colorado, the portion of County Road 24 right of way being dedicated is more particularly described on Exhibit A, and as shown on the sketch, attached hereto and made a part hereof.

This dedication is made subject to all existing easements and rights-of-way.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has the authority to grant and convey the foregoing right of way, and guarantees the quiet possession thereof, and that Grantor will warrant and defend the Grantee's title to the right of way hereby granted against all claims.

THIS RIGHT OF WAY CREATED AND GRANTED THIS 30 DAY OF March, 2020.

LAND OWNER/GRANTOR:

Jacqueline Wade  
Jacqueline Wade

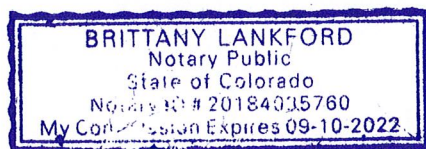
Attested to:

Brittany Lankford  
Notary

STATE OF COLORADO       )  
                                          )SS.  
COUNTY OF WELD        )

Subscribed and sworn to before me this 30 day of March, 2020 by  
Jacqueline Wade.

Witness my hand and official seal.



Brittany Lankford  
NOTARY PUBLIC



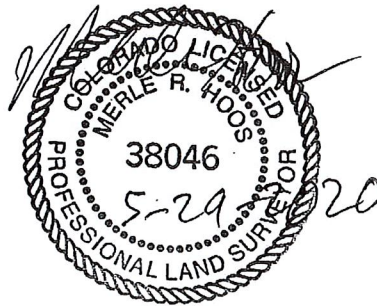
**EXHIBIT 'A'**

A 25-FOOT WIDE STRIP OF LAND BEING A PORTION OF LOT A, RECORDED EXEMPTION NO. 1311-10-01 RECX18-0071 RECORDED SEPTEMBER 27, 2018 AS RECEPTION NO. 4434367, LOCATED IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

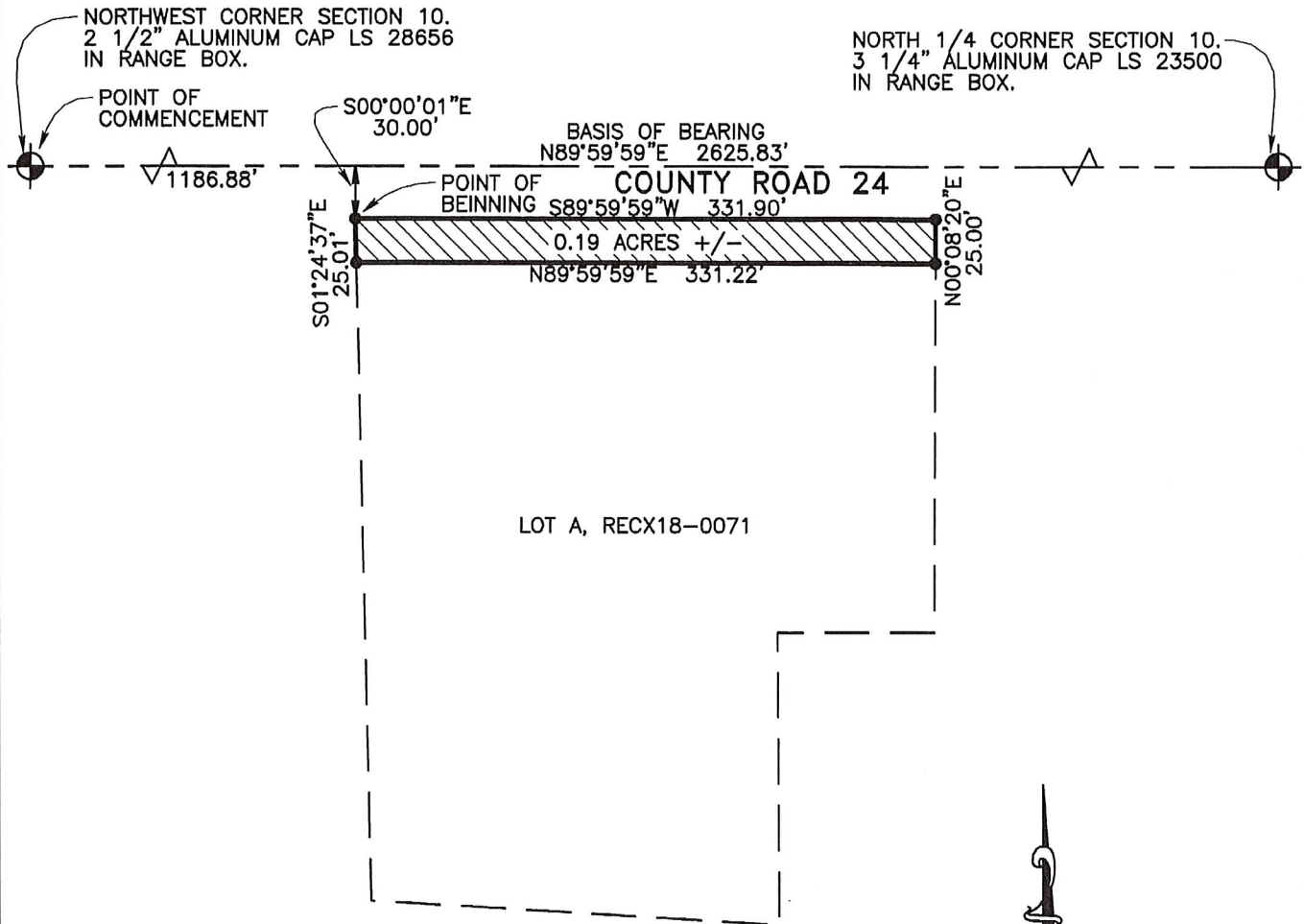
CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 TO BEAR NORTH 89°59'59" EAST AS MONUMENTED BY A 2 1/2" ALUMINUM CAP LS 28656 IN A RANGE BOX ON THE WEST, AND A 3 1/4" ALUMINUM CAP LS 23500 IN A RANGE BOX ON THE EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE COINCIDENT WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 NORTH 89°59'59" EAST, A DISTANCE OF 1186.88 FEET TO THE NORTHWEST CORNER OF SAID LOT A; THENCE COINCIDENT WITH THE WEST LINE OF SAID LOT A SOUTH 00°00'01" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING COINCIDENT WITH SAID WEST LINE SOUTH 01°24'37" EAST, A DISTANCE OF 25.01 FEET; THENCE NORTH 89°59'59" EAST, A DISTANCE OF 331.22 FEET TO A POINT ON THE EAST LINE OF SAID LOT A; THENCE COINCIDENT WITH SAID EAST LINE NORTH 00°08'20" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°59'59" WEST, A DISTANCE OF 331.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO.

DESCRIPTON PREPARED BY:  
MERLE R. HOOS, PLS 38046  
FOR AND BEHALF OF  
AMERICAN WEST LAND SURVEYING CO.  
A COLORADO CORPORATION

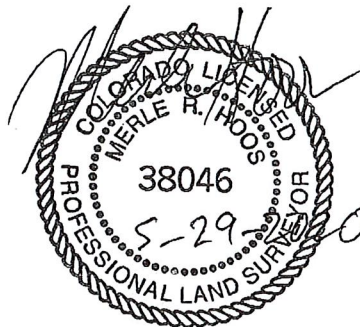


# EXHIBIT 'A'

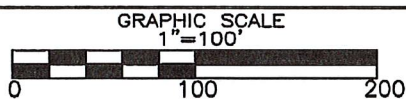


## LEGEND:

● = INDICATES CHANGE IN DIRECTION ONLY.



(Page 2 of 2)



DRAWN BY: MRH  
FIELD: MRH  
JOB:20-

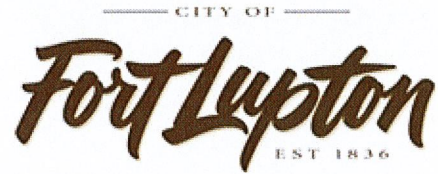
RIGHT OF WAY FOR  
COUNTY ROAD 24



PO Box 129, Brighton, CO 80601 \* P:303-659-1532 \* mrh.amw@gmail.com



**CITY OF FORT LUPTON  
CITY COUNCIL**



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

Zo Stieber, Mayor

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

**AM 2020-123**

**ORDINANCE TO ACCEPT PUBLIC RIGHT OF WAY FROM MELECIO AND MARGARET CHAVEZ  
FOR 309.73 FEET OF THE SOUTHERN PORTION OF COUNTY ROAD 10**

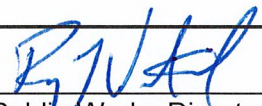
I. **Agenda Date:** Council Meeting – July 7, 2020

II. **Attachments:** a. Ordinance 2020-10XX  
b. Dedication of ROW

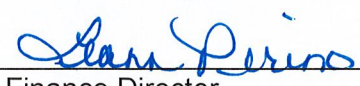
III. **Summary Statement:**

*To accept the dedication of a 12.5 feet wide public Right of Way located south of the centerline of County Road 10 approximately 309.43-feet along the frontage of the MC Paving permit site plan, located in a part of the Northwest quarter of Section 17, Township 1 North, Range 66 West of the Sixth Principal Meridian, from Melecio and Margaret Chavez.*

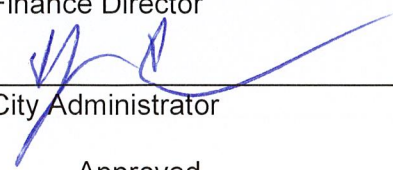
IV. **Submitted by:**

  
Public Works Director

V. **Finance Reviewed**

  
Finance Director

VI. **Approved for Presentation:**

  
City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

**IX. Detail of Issue/Request:**

*The MC Paving Special Use Permit Site Plan was required to dedicate Right of Way along County Road 10 as part of the planning process (Project No. LUP2020-0011, Plan No. SPR2020-0003 & SUP2020-0002) approved with Resolution No. 2020R045 on April 21, 2020.*

**X. Legal/Political Considerations:**

*Not Applicable.*

**XI. Alternatives/Options:**

- *Accept Dedication*
- *Do nothing*

**XII. Financial Considerations:**

*Not applicable.*

**XIII. Staff Recommendation:**

*City staff recommends acceptance of the public Right-of-Way from Melecio and Margaret Chavez.*

**ORDINANCE NO. 2020-xxxx**

**INTRODUCED BY:**

**A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE MELECIO AND MARGARET CHAVEZ PUBLIC RIGHT OF WAY DEDICATION FOR CR 10 LOCATED A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.**

**NOW THEREFORE BE IT RESOLVED** that City Council hereby accepts said Dedication, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Weld, State of Colorado, and said described real estate is hereby declared open and dedicated pursuant to C.R.S. § 24-68-101, et seq..

WHEREAS, Melecio and Margaret Chavez, have this day filed with the City of Fort Lupton, Colorado (the "City"), its dedication of certain real estate, which Dedication is hereinabove set forth:

AND WHEREAS, the City finds that said Dedication is desirable and necessary;

**THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 7<sup>th</sup> DAY OF JULY 2020.**

**INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 7<sup>th</sup> Day of July 2020.

**PUBLISHED** in the Fort Lupton Press the 15<sup>th</sup> day of February 2020.

**FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY** this \_\_ day of \_\_ 2020.

**PUBLISHED BY TITLE ONLY** the \_\_\_\_ day of \_\_\_\_ 2020.

**EFFECTIVE** (after publication) the \_ day of \_ 2020.

CITY OF FORT LUPTON, COLORADO

\_\_\_\_\_  
Zo Stieber, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney

### DEDICATION OF PUBLIC RIGHT OF WAY

The undersigned being the fee simple owner of all the real estate described herein, for good and valuable consideration, does hereby grant and dedicate to the City of Fort Lupton, Weld County, Colorado, on and behalf of and for the public, for use as right-of-way for public purposes, the following described real estate situated in Weld County, Colorado, the portion of County Road 10 right of way being dedicated is described as all of that portion lying between the existing southern edge of County Road 10 ROW south 12.5 feet for a distance of 309.43 feet, more particularly described on Exhibit A, and as shown on the sketch, attached hereto and made a part hereof.

This dedication is made subject to all existing easements and rights-of-way.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has the authority to grant and convey the foregoing right of way, and guarantees the quite possession thereof, and that Grantor will warrant and defend the Grantee's title to the right of way hereby granted against all claims.

THIS RIGHT OF WAY CREATED AND GRANTED THIS 11 DAY OF May, 2020.

LAND +OWNER/GRANTOR:

Melecio Chavez  
Melecio Chavez

Margaret Chavez  
Margaret Chavez

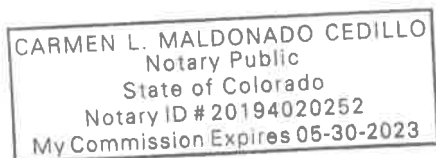
Attested to:

Carmen Lebrera Maldonado Cedillo  
Notary

STATE OF COLORADO     )  
                                          )SS.  
COUNTY OF WELD         )

Subscribed and sworn to before me this 11 day of May, 2020 by Melecio and Margaret Chavez

Witness my hand and official seal.



[Signature]  
NOTARY PUBLIC

## Jeanelle Andersen

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**From:** CCS Clients - DPA, DPA <[dpa\\_ccs\\_clients@state.co.us](mailto:dpa_ccs_clients@state.co.us)>  
**Sent:** Wednesday, June 17, 2020 9:39 AM  
**To:**

**Subject:**

Good afternoon,

This email is to notify you that the Department of Personnel & Administration is discontinuing its option to provide collection services on behalf of political subdivisions. This serves as a 30-day notice with collection activities to cease as of July 31, 2020. Central Collection Services (CCS) will provide an inventory of accounts to each political subdivision as of the close of business on July 31, 2020. Upon receipt of the inventory, please review and direct any account-specific questions to CCS within 30 days.

The financial viability of a centralized collection service model for the state has declined over the course of several years with changes in the client base and a degradation in overall debt quality. In looking forward to a new business model for collections activities, there will be consideration of possible options available to political subdivisions.

Thank you for your participation in the program. Please confirm receipt of this email and direct any questions to [dpa\\_ccs\\_clients@state.co.us](mailto:dpa_ccs_clients@state.co.us).

Respectfully,

Tammy Nelson, CPA, MBA  
Deputy State Controller

Currently we are unable to receive phone calls.  
Please email with any questions and we apologize for any inconvenience



**COLORADO**  
Office of the State Controller  
Department of Personnel & Administration

[www.colorado.gov/ccs](http://www.colorado.gov/ccs)

1525 Sherman St, 3rd Floor, Denver, CO 80203



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# Municipal Court Proposal

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## Debt Collection Services

February 28, 2020

Presented to: Fort Lupton Municipal Court  
Jeanelle Andersen – Court Coordinator  
130 S. McKinley Ave.  
Fort Lupton, CO 80621

Prepared by:

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Lorenzo Urrutia  
Regional Sales Director  
Integral Recoveries, Inc.  
750 W. Hampden, Suite 501  
Englewood, CO 80110  
Direct: 303-317-8430  
Email: [lorenzo@integralrecoveries.com](mailto:lorenzo@integralrecoveries.com)  
[www.integralrecoveries.com](http://www.integralrecoveries.com)

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Integral Recoveries, Inc. – Providing Effective Receivable  
Solutions Professionally and Ethically since 1995

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## Purpose

The purpose of this report is to provide detailed company information on Integral Recoveries, Inc. and a proposal for collection services to Municipal Courts in the interest of providing a solution to your delinquent account recovery needs.

Integral Recoveries is a Colorado corporation headquartered in Englewood.

### Integral Recoveries Business Model



Integral blends these key areas to provide exceptional recovery performance and client service with a recovery program designed specifically for your organization, maximizing liquidations on bad debt placements.



## Opportunities

Integral Recoveries has been providing effective receivable solutions since 1995. We offer a competitive and simple contingency pricing agreement.

**Contingency Placements:** *Our contingency rates are competitive with industry standards and our rate of return is exceptional. Using Integral Recoveries' resources to resolve delinquent debts can help you substantially increase netback revenue and avoid the significant overhead and infrastructure requirements associated with managing debt. In the below proposed structure, with an add-on collection fee, typically allowable by established ordinance or statute, our collection services are essentially without charge to the Court.*

The collection fee that will be added to the existing fines and court costs will be retained by Integral Recoveries, Inc. for its services. As discussed, we propose a collection fee of 25% of the outstanding balance. When added to the existing fees, fines and costs, this will result in a 20% contingency fee on funds collected for Integral Recoveries. This rate is currently in use by the State of Colorado Judicial Department as well as the many Municipal Courts in Colorado we provide recovery services to. With the addition of the collection fee, which is added when the Court deems the account delinquent, the defendant will incur the cost of collections as a direct result of non-payment. When a defendant pays in full, the City, will, in turn, be entitled to the full balance of its' fines and court costs before the addition of collection fees.

### Included in this Program:

- Trained, professional staff available to handle incoming inquiries, requests, and/or payments by local or toll-free telephone numbers both during normal business hours and nights and weekends that may be convenient for defendants.
- Trained, professional staff generating outbound calls, when appropriate, to facilitate payment, respond to inquiries or requests, negotiate best possible arrangements based on individual situations. Specific autodialed campaigns will be generated for this project in addition to manual phone attempts.
- Letter series including initial demand, payment reminder letters, broken promise letters, postdated check reminder letters, and others appropriate for individual account situations. Notices can advise defendants that they are not able to pay via check depending on the Court's policies.
- Skiptracing efforts outlined herein utilizing industry best products for location and asset searches.



- All phone and notice efforts can direct defendants to pay the Court directly, eliminating delay in payment remittance and problems in warrant releases.
- Convenient account placement options including online at [www.integralrecoveries.com](http://www.integralrecoveries.com) "Client Access" capability, fax, Excel spreadsheet, many compatible electronic files, secure FTP transmission, emailed text files or client internal forms.
- Recurring reports including:
  - **Acknowledgment Reports** - This will confirm that we received the placement(s) and have begun debt recovery efforts. It is sent weekly whenever placements are received. Case number is included for reference purposes.
  - **Status Reports** are sent monthly, providing current information on each account actively placed with Integral Recoveries with a clearly defined activity log and legend, case reference number, status, original and current amount due, among other information.
  - **Invoice** is sent on or about the 15<sup>th</sup> of each month, when transactions warrant. These will include all financial transactions by each individual account for the previous calendar month, outlining amounts received on placed accounts that are reported by the Court, identify the collection fees received, and calculate the remittance amount due to Integral Recoveries, Inc.

## Section 3

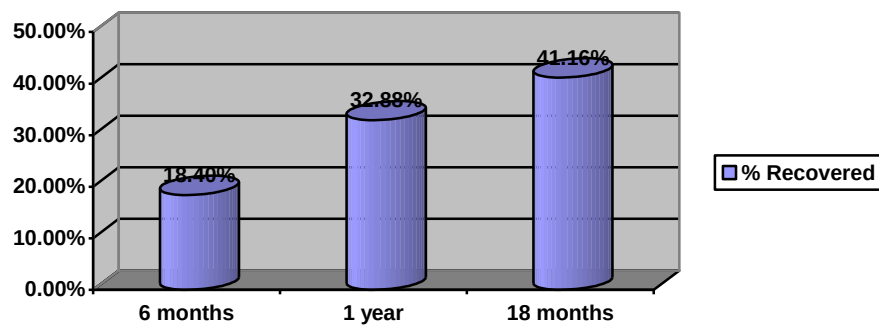
### Historic Collection Rates

Integral provides its clients recovery performance that is well in excess of industry averages. We are proud to provide services to more than 70 Courts in the State of Colorado. Below is a chart of a sample of our collection success rates, specifically for Colorado Municipal Courts.

| Court         | Placements          | Collections        | % of Recovery |
|---------------|---------------------|--------------------|---------------|
| A             | \$3,742,911         | \$1,831,474        | 48.90%        |
| B             | \$4,510,268         | \$2,866,780        | 63.60%        |
| C             | \$1,383,908         | \$829,819          | 60.00%        |
| D             | \$2,173,601         | \$1,126,081        | 51.80%        |
| <b>Totals</b> | <b>\$11,810,688</b> | <b>\$6,654,154</b> | <b>56.08%</b> |

Table: Most recent data for delinquencies placed with Integral (primary placements) from Municipal Court clients that have been active for more than 365 days.

#### Recovery Success Rates, Government Services-Municipal Courts



Integral can provide an exceptional rate of return at a great value for the Court. Our efforts will provide the Court with substantial revenue gains on accounts placed up to 6 years delinquent.

## Company Overview

Integral Recoveries, Inc. is a licensed and bonded corporation founded in 1995 for the purpose of providing third-party debt collection and litigation services. We have established ourselves as a leader in accounts receivable services.

### Mission

Our mission is to resolve past due accounts utilizing state of the art information gathering, effective negotiations, and persistence. We take a strategic approach to debt recovery. Each account is researched thoroughly by experienced professionals in order to take the most effective course of action.

### Client Base

Integral Recoveries, Inc. is proud to have contracted for collection support services with multiple Court entities throughout since the inception of a very similar project through the Colorado Judicial Department in 1998. These services include the recovery of County and District Court fees, fines, civil awards and restitution, including Juvenile cases. The Colorado Judicial Department is the branch of state government which is charged by the State Constitution with the administration of all judicial functions of the state government.

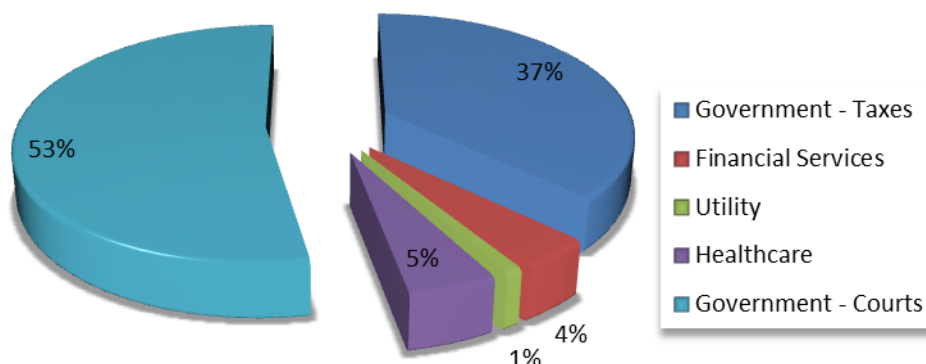
Although we began with just one County Court at the inception of this project, our superior performance, professionalism and client support has resulted in Integral Recoveries, Inc. contracting with the majority of Counties and Districts throughout the state. We have helped Courts in Colorado recover over \$69 million dollars to date.

We have played an integral role in the success of this project, which has resulted in significant revenue advantages for the state and its courts. Our work with these courts has led us to branch out our services to include several Municipal Courts as well, such as the cities of Littleton, Thornton, Louisville, Westminster, Northglenn, Firestone, Castle Rock, Lakewood, Superior, Centennial, Arvada, Morrison, Denver, Federal Heights and Boulder.

We are also currently contracted by the Colorado Department of Revenue for a personal and commercial tax collection project we have been working since August of 2004. We currently compete against two other agencies for this project and have consistently outperformed them.

Integral Recoveries, Inc. has been providing collection services since 1995 and our Key Personnel have significant experience managing Government collection projects. Approximately 90% of our major clients are Government entities. Our experience with similar projects will present a great benefit to those Courts that select Integral Recoveries, Inc. as their contractor.

## Integral Recoveries Client Breakdown



### Accounts Placed by Type of Debt

| Business Type               | Placement Days | Number of Accounts Placed |
|-----------------------------|----------------|---------------------------|
| Government Services - Taxes | 365            | 328,282                   |
| Government Services – Court | 365            | 665,809                   |

Please see below a list of Government entities that we provide collection services for:

- Colorado Department of Revenue
- Colorado Judicial Department
- Denver County Court
- Littleton Municipal Court
- Arvada Municipal Court
- Centennial Municipal Court
- Morrison Municipal Court
- Lakewood Municipal Court
- Thornton Municipal Court
- Northglenn Municipal Court
- Boulder Municipal Court
- Federal Heights Municipal Court
- Louisville Municipal Court
- Castle Rock Municipal Court
- Superior Municipal Court

- Firestone Municipal Court
- Arapahoe Courts
- Larimer Courts
- Jefferson Courts
- Douglas Courts
- Adams Courts
- Denver Courts
- El Paso Courts
- Pueblo Courts
- Boulder Courts
- Rio Grande Courts
- Las Animas Courts
- Bent Courts
- Garfield Courts
- Mesa Courts
- Prowers Courts
- Baca Courts
- Logan Courts
- Otero Courts
- Grand Courts
- Saguache Courts
- Conejos Courts
- Clear Creek Courts
- Washington Courts
- Moffat Courts
- Crowley Courts
- Alamosa Courts
- Summit Courts
- Morgan Courts
- Pitkin Courts
- Weld Courts
- Cheyenne Courts
- Lake Courts
- Montrose Courts
- Delta Courts
- Gunnison Courts
- San Miguel Courts
- 18<sup>th</sup> Judicial District – Multidoor Court
- Ouray Courts
- Lincoln Courts
- Yuma Courts
- Teller Courts
- 4<sup>th</sup> Judicial District / Probation
- Gilpin Courts
- Costilla Courts
- Mineral Courts
- Sedgwick Courts
- Fremont Courts
- Rio Blanco Courts
- Montezuma Courts
- Dolores Courts

There are other Municipalities in Colorado that are in the process of establishing similar debt recovery projects with Integral Recoveries, Inc.

We have established ourselves as a leader in Government accounts receivable services. All of our clients receive a high level of service from Integral, but our Government Service clients comprise a large amount of both our account placements and revenues, making our relationships with them critical to us. Our performance and service levels reflect the continued dedication we have to our clients in this industry.

## **Client References**

Integral Recoveries, Inc. has provided a superior level of service to our Court clients. They are a great reference for those Courts that are evaluating us. Please see below. More references are available upon request.

Thornton Municipal Court  
Contact: Diane Maes  
(720) 977-5420  
9551 Civic Center Parkway  
Thornton, CO 80229

Denver County Court  
Contact: Terrie Langham  
(720) 865-7800  
1437 Bannock Street  
Denver, CO 80202

Lakewood Municipal Court  
Contact: Rosalyn Sanchez  
(303) 987-7420  
445 S Allison Pkwy  
Lakewood, CO 80226

Centennial Municipal Court  
Contact: Holly Watt  
(303) 754-3380  
13133 E. Arapahoe Road  
Centennial, CO 80112

Additional references available on request.

## **Staff**

At Integral, we require excellent performance and professionalism from our employees, and in return provide superior benefits and work atmosphere. Our turnover rate is well below the industry average.

The typical account representative at Integral has over 6 years of third-party collection experience – experience critical in providing you with professional representation and industry best performance.

We have a department that exclusively works Court debts, our Government Services-Court Recovery Division. When the Court assigns accounts, they can be assured that they are being handled by trained professionals with significant specialized experience in Court debt recovery.

Our key personnel have a combined 65 years of experience in delinquent account recoveries. Below are short bios on our key personnel.

#### **Managing Principal - President**

**Terry Boe** – Terry will be a primary contact for data conversion and program implementation. A summary of Terry's qualifications is as follows:

B.A. Communications / Public Relations University of Northern Iowa. Sixteen years experience in industry as Collector, Collection Supervisor, Collection Manager, and Marketing & Sales Manager. Experience as key project manager serving Colorado Judicial Department District, County and Juvenile Court Network, Colorado Department of Revenue and the Municipal Courts of Thornton, Boulder, Westminster, Federal Heights, Commerce City, Greeley, Denver, Littleton, Lakewood, Superior, Arvada, Centennial, Morrison, Castle Rock and Northglenn.

Terry can be reached by telephone at 800-660-8450, 303-788-0477 or by e-mail at [terry@integralrecoveries.com](mailto:terry@integralrecoveries.com).

#### **Production Manager**

**Chris Landers** - Responsible for collection staff production, scheduling, and file maintenance among other day to day duties. Chris will be available for any personnel or status related inquiries. A summary of Chris's qualifications is as follows:

Auburn University. Over 14 years of experience as a debt collector and manager, overseeing multiple Government Services collection projects.

Chris can be reached by telephone at 303-317-8440 or by e-mail at [chris@integralrecoveries.com](mailto:chris@integralrecoveries.com).

#### **Compliance Officer**

**Jessica Reid** - Is the Compliance Officer and has worked in the collection Industry for over 20 years. She recently started on her 19<sup>th</sup> year with Integral Recoveries. At the start of her career she was an entry level account representative but spent many years as a Department Supervisor before taking on the role of Compliance Supervisor, then becoming the Compliance Officer in 2016. Prior to coming to Integral, she was also in the collection industry for two years.

Jessica can be reached by telephone at 303-317-8434 or by email at [jessi@integralrecoveries.com](mailto:jessi@integralrecoveries.com).

## Training

The latest innovations in equipment and technology are effective tools in our industry, and Integral Recoveries has embraced them. However, we feel that the most effective tool is a professionally trained account representative, with strong communication skills, specialized product knowledge, and solid work ethic. We invest significant time and financial resources to hire and train effective account representatives. By the time they are prepared to make recovery attempts, we are confident that they encompass the following characteristics:

- Professionalism – they have been sufficiently trained and tested on FDCPA to represent both Integral Recoveries and the Court. The quality of their work has been monitored by our management staff and deemed up to our high standards. Their approach is one of resolution and is designed to maximize recovery without using tactics that can lead to complaints by treating defendants with dignity and respect at all times.
- Product Knowledge – all employees will be trained to understand specific types of debts in their assigned departments placed for collection and provide rebuttals to their objections. They will have access at all times to experienced supervisors and managers to “talk-off” accounts when necessary.
- Logical Process / Location Tool Use – employees follow a logical process always focused on recovering the debt in the shortest time possible. Asset investigation begins in the initial stage of the collection process, providing us with negotiation leverage.

All employees assigned to Court accounts will receive additional specialized training to provide them knowledge of the following:

- Schedule of fees, fines, and costs
- Court policies and procedures
- Violation descriptions
- Court contact information to direct defendants to pay
- Warrants

Our current training program is extensive. After training and testing our staff on their knowledge of the Fair Debt Collection Practices Act, we train and test them on our collection system. Floor supervisors and managers continually monitor collector calls for compliance and training purposes. Account notes are randomly reviewed for FDCPA compliance. All FDCPA complaint calls, written complaints or client notification of complaints are directed to managers for review and action, if necessary. Trainees are subject to intensive “hands on” training by our Collection Supervisors which covers policies and procedures and provides direction in their initial month of employment and beyond. Effective employees that provide consistent, quality effort are the result.

Our training process includes:

- FDCPA compliance, state and federal
- self study, self paced training material review
- individual testing
- one on one training
- Debt\$Net
- call simulations with Supervisor/Manager



- 90-day development period consisting of call monitoring, Supervisor/Manager “talk off”

At Integral Recoveries, Inc., we require excellent performance and professionalism from our employees, and in return provide superior benefits and work atmosphere. Our turnover rate is well below the industry average. All employees are checked against Civil and Criminal databases prior to hire. They also undergo an interview process with a Managing Principal, Collection Manager, or both. Staff members have extensive knowledge and training on the Fair Debt Collection Practices Act. We pay the highest commission rate in the industry, treat our staff with great integrity, and provide benefits that are above and beyond the standard for our industry. We have bilingual members of staff to enhance our collection capability for non-English speaking defendants. Our ongoing training regiment results in quality collection performance as well as the most professional standards in the industry. Our staff includes multiple account representatives with State and Municipal Government Court debt collection experience.

Our employee handbook can is comprehensive and provided to all employees of Integral Recoveries, Inc. Areas addressed in handbook include the following:

- EMPLOYEE RELATIONS
  - Equal Opportunity Employer
  - Harassment Policy
  - Complaint Procedure
  - Open Door Policy
  - Personnel File Access and Confidentiality
  - Health / Life Insurance Package
  - 401K Retirement
  - Promotions / Career Advancement
  - Training and Assistance
  - Workweeks / Schedule
  - Breaks and Lunches
  - Pay: Paychecks, Deductions, Raises
- ON THE JOB
  - Performance / Job Requirements and Evaluations
  - Code of Conduct
  - Conflicts of Interest
  - Use of Company or Customer Property
  - Relationships with Clients, Employees, Competitors
  - Safety & Security
  - Visitors
  - Inspection of Company Facilities
  - Personal Property
  - Work Area
  - Solicitation and Distribution of Literature
  - Image / Dress Code
  - Timekeeping
- ABSENCES
  - Comprehensive Time-Off Benefits (CTO)
  - Flex Time
  - Leaves of Absence
  - Absenteeism

- Fair Debt Collection Practices Act
- CONFIDENTIALITY OF INFORMATION

## **Confidentiality**

In accordance with the Gramm Leach Bliley Act of 1999 and HIPAA, Integral's policy is to protect consumer and client information. We do not engage in information sharing with outside organizations. Confidentiality of all information will be respected, and no confidential information will be distributed or sold to any third party nor used by Integral Recoveries or its' employees in any way except as expressly authorized by a resulting contract.

Our internal processes, which include intensive training, solutions for disaster recovery, professional document shredding and secured storage both onsite and in offsite facilities ensure compliance.

Account documentation is stored in lockable file cabinets and accessed only in the course of business by assigned personnel. We also use an offsite storage facility where we store older documentation (over 1 year) which is accessible by managing principals. Payment information in paper format is shredded onsite. If stored in Debt\$Net software, critical payment information is hidden after entry.

We have contracted with Shred-It Document Management to supply us with secure paper elimination. Our policy requires that sensitive paperwork either be filed as designated or placed in one of our several Shred-It Document Management disposal stations, which are only accessible by their designated staff and which contents are removed weekly for shredding.

Integral Recoveries is not subject to any extraordinary regulatory oversight and strictly adheres and abides to State and Federal Fair Debt Collection Practices Act.

## **Technology**

We have integrated technology into our collection services. We currently employ Debt\$Net collection software. Our collection system is operating on Microsoft Windows XP network and workstations. Adjustments and fees can be added to single or multiple accounts based on a variety of fields. Our system has experienced less than 1% down time.

Our network is secured by a firewall that protects our systems from security risks. SonicWall protects us from unauthorized file access through the use of assigned security certificates. Symantec software provides us with daily updated virus and spyware protection.

Our collection software stores all account related information (including records of all account assignments, receipt and remittance history, and transaction summaries).

Integral has built in redundancies for disaster recovery. There are two separate back-ups performed daily. One is a tranvan type tape backup performed on-site. The most recent tape leaves the site daily with a managing principal. The other back up tapes are stored in a fire resistant safe. The other process utilizes a secure internet interface. Essential data is backed up to a server located in Atlanta, GA. A confirmation e-mail is sent daily with the status of the back up. Once a week, all essential data is backed up to a server located off site. This server is operational and could be immediately used in the case of a major disaster.

Our collection system has different levels of users. For example, a collector can only manipulate a limited portion of the system restricted to job task. The same would go for data entry and cash receipts. Passwords are confidential and knowledge of them is limited to each individual employee, who is assigned a single sign-on access to the system. All levels of all systems are controlled by password with management controlling access.

Integral Recoveries utilizes a Vodavi multi-line phone system with digital caller identification at each employee station. Our software and phone system is used in conjunction with Global Connect virtual dialer, which enables virtual messaging and touch-tone prompted immediate connections on specialized individual campaigns designated by client.

## **Programming**

Integral Recoveries, Inc. will provide resources from our organization (Terry Boe and staff) and establish necessary communications and resources from our software vendor. Our technical staff includes Mike Roulette, who has the following certifications and capabilities:

- Microsoft, MCSA, MCSE, MCDST, MCSD
- Cisco, CCNA
- Novell, Novell CNE
- Unix, Red Hat Linux, Sun Solaris, SunOS
- CompTIA, A+, Network, Server, Security

We have successfully established secure electronic data links transmitting similar information for other Government clients and can assure the Court that we will make every effort to assist in the completion of automated transfers or other methods of account placement.

## **License, Insurance, Bonding**

Integral Recoveries, Inc. has been licensed since our inception in 1995 with the Colorado Collection Agency Board. We have never had an action taken against us by the board.

Integral Recoveries, Inc. is a member of ACA International and has an "A+" rating with the Better Business Bureau of which we are an accredited member.

Integral Recoveries, Inc. also maintains superior levels of insurance and all required bonds and licenses for states outside of Colorado we conduct business in. Copies of our insurance levels are available upon request.

## **Debt\$Net Collection System**

Debt\$Net is a comprehensive PC-based financial collection system designed specifically for collections that Integral Recoveries, Inc. has used since its inception. Below are just some of the features of this system, many of which are customizable for the needs of our organization and our clients. Please visit [www.debtnet5.com](http://www.debtnet5.com) for additional information.

- Full Trust Accounting - DEBT\$NET™ maintains an up-to-date trust account. It handles debtors' payments, adjustments, NSF reversals, client's payments, set-up fees, trust account adjustments, direct payments, forward commissions, and direct payment invoices. You can even place a hold on a debtor payment you suspect won't clear the bank, so you don't pay your client prematurely.
- Client Statements - DEBT\$NET™ is flexible in the production of statements and the handling of your clients' accounts. You can close the billing period and produce statements as often as you require. You can bill your clients as Net Remit or Gross Remit and control whether client balances carry forward or deduct balances from current collections. You can immediately invoice your clients for direct payments. You can easily adjust client accounts for payments received, corrections to invoices, or trust account transactions.
- Automated Dunning Notices - DEBT\$NET™ lets you create more than twelve hundred notices of your own design. The content of a notice is totally free form, letting you set up any kind of notice you need and easily pull information from the DEBT\$NET™ files into your notice. Besides the standard notice variables, you can calculate data and create your own variables, you can chain notices into a series and have multiple dunning notice series as well. Design one dunning series to accommodate medical collections and another for commercial or retail collections. As accounts are processed through the dunning series, you can automatically turn them over to a collector for a call. The dunning series can update the status, priority, or collector assigned to the account. They can interrupt the notification sequence, restart it, or redirect it at their discretion. Collectors can even print quick notices without interrupting the processing of the dunning series. DEBT\$NET™ can also export notices to outsource companies.
- Collector Contact Screens - We have optimized the collector contact screens for quick and efficient debtor contact. Collectors can contact debtors, set up payment plans, take incoming calls, help other collectors, and schedule follow on actions. We have provided options to work a list of scheduled calls for today or a list of all the accounts assigned to them. The collector can work campaigns by ordering the list by balance, status, date last worked, client, or priority. The contact screens provide instant access to information on the debtor, multiple accounts, payments, payment plans, contact notes, post dated checks, notice history, etc. The contact notes are unlimited in size. The contact deferral feature automatically reminds collectors when it is time for a same day call back at a specific time.
- Payment Plan Processing - Payment plans are easily set up with DEBT\$NET™'s promise system. DEBT\$NET™ manages the plan and can automatically issue a delinquency letter or schedule a collector call if a payment is late. Collectors no

longer have to keep tabs on their payment plans. They only have to handle the delinquencies.

- Payment Receipt Processing - Receive and account for debtor payments quickly and efficiently. DEBT\$NET™'s payment transaction processing is designed to minimize data entry requirements and record accurately against affected accounts. Use default settings to apply payments received against balances owed or manually apply payments as you wish. Track payment methods including cash, check, credit card, or electronic funds transfer. Record direct payments to clients and DEBT\$NET™ will update client statements appropriately.
- User-Definable Screens - DEBT\$NET™ lets you create your own user-definable screens. These screens let you easily handle the special tracking requirements of your agency. You can also add new fields to the standard debtor and account screens.
- Auto Dialing - The collector work screens have the DEBT\$NET™ power dialer feature built in. The collector can point and click and have their computer dial any of the debtor phone numbers.
- Password and Menu Level Security - DEBT\$NET™ lets you control user access to sensitive business information. DEBT\$NET™ is not only password protected but allows you to specify who can access each menu of the program. Collectors can be kept from financial and client screens, and even limited from updating some fields of debtor information such as name and social security number.
- Client Reporting - DEBT\$NET™ provides numerous reports to support the management of your clients. These include: Client Activity and Status Reports, Client Acknowledgments, Twelve Month Recovery Report, Client Cancel and Return Report, and Trust Account Summary.
- Collector Productivity Tracking - DEBT\$NET™ helps you monitor collector productivity and performance. It tracks commissions, collector activity, and contact frequency as well as the number of accounts collected, amount collected month-to-date and year-to-date activity. DEBT\$NET™ also has a "Collector Monitor" Extended Service Option which lets you closely supervise the daily operations of your collectors.
- Definable Client Commission Structures - DEBT\$NET™ lets you create variable rate commission formulas to match how you do business with each of your clients. You can base your formulas on the account age, amount assigned, average monthly client volume, flat fee, or payments received.
- Unlimited Contact Notes - DEBT\$NET™ provides unlimited contact notes. Collectors are allowed to add new notes, but not modify old entries. The administrative staff has unrestricted access to all contact notes. Stamping date, time, and the initials of the collector into the notes provides an audit trail when updating critical data such as status of the account and entering contact notes.
- Debtor/Account Handling - DEBT\$NET™ allows comprehensive tracking of debtors, multiple accounts per debtor, interest, check return fee, agency fees, legal fees, contact dates, and much more. We provide debtor and account handling through the base working screen - a central work area that provides point and click access to all the information required to process an account from assignment to 'paid in full'.

- Extended Debtor Search - DEBT\$NET™'s extended search tool will save you time trying to locate debtors and accounts in your system when only partial information is provided. The extended search solves the problem of how to apply a payment to a debtor when the name on the check doesn't match a debtor in your system. Search by name, phone number, client information, account information, or other fields. DEBT\$NET™ will display all records which match the information you have provided, letting you make the final selection.
- State and Agency Contact Restrictions - State and agency restrictions let system users know about legal issues or when special account handling is required. Restrictions can stop mailings to the debtor and provide on-screen warnings and instructions to collectors. Use state restrictions for issues such as licensing in a State. Create agency restrictions to manage special handling cases.
- Debtor Statements and Payment Coupons - Prepare and send debtor statements and payment coupon books to remind debtors of payment obligations. Debtor statements are a unique notice type showing debtor balances owed on their account(s). Debtor statements can be produced monthly or as required, independent of notice processing or other scheduled actions. Payment coupon books can be created by collectors when payment plans are set up.
- Post Dated Check Processing - Capture Post Dated Check information and let DEBT\$NET™ keep track of payment processing. DEBT\$NET™ allows you to design and send pre-deposit notices, review post dated checks on file, and automatically deposit them at the scheduled time.
- System Administration and Utility Functions - Manage system security, your own business process steps, and collector activity through DEBT\$NET™'s many system administrative and utility menu options. Protect your business data by setting up passwords, limiting access, and creating restrictions. Define agency operations through creation of status codes, automating the type and sequence of notice actions, and defining your own screens and fields to capture special data required by your agency. Support business relationships by setting up client-specific controls, defining commission codes, and customizing messages on acknowledgments and statements. Monitor individual collector productivity, review projected activity, and balance collectors' workloads. DEBT\$NET™ lets you be in control.

## **Collection Methodology and Process**

The key to a successful implementation is an organized, thorough account work plan that can be used to monitor and control collection activities. Integral Recoveries focuses on effective location and asset search and effective collection technique encompassing the knowledge necessary to handle all situations arising in collection scenarios, increasing the amount of defendants we contact and create urgency to pay. The result for the Court is increased revenues on delinquent accounts and consistent performance in excess of the capabilities of other collection agencies.

Based upon five key areas, we have developed a work plan for your program that has been a great success with other entities that we work with and will maximize recoveries for you.

1. The plan will be developed in conjunction with the Municipal Court's policies and procedures, which we ensure full compliance on throughout the contract term through education of our staff.
2. A knowledgeable, experienced staff will be utilized for your program. Our current staff of Court collection specialists will be used as representatives for your Court and provide ongoing training and assistance to new representatives.
3. We will utilize our knowledge of your defendants and their individual and business obligations to facilitate full payment of their obligation in the shortest time frame possible.
4. Integral Recoveries will maintain consistent communications with your organization and provide all reports necessary to ensure that our levels of quality and collection meet or exceed your expectations at all times.
5. We will continue to develop and modify our work plan to maintain a lasting partnership with you to assist in your recovery needs now and in the future.

### **Account Representatives Collection Attempts**

To effectively persuade consumers that resolving their obligation to your organization is a top priority, it is critical that the account representative analyze their responses and determine their questions, concerns, and financial capabilities in conjunction with the

profile provided. The representative must listen for clues during the conversation as to what will motivate payment as quickly as possible.

The following outline is a general guide to the account representative when seeking account resolution and information from the defendant and third parties:

- Ask for and verify the defendant by full name
- Identify himself/herself with Integral Recoveries as an agency representing the Court in a collection capacity (as designated), making a firm demand for payment in full
- Verify residence address and contact telephone number(s)
- Obtain place of employment / determine employment status
- Obtain additional sources of income
- Obtain current financial information
- Set up the best possible arrangement based on this information and effective negotiation technique
- Create urgency to pay the Court
- Have consumer repeat specific arrangements
- Queue account for follow up confirmation

If a third party is reached:

- Ask for spouse (if any)
- Ask for alternate number(s) defendant can be reached at
- Obtain place of employment / determine employment status
- Determine best time to reach defendant
- Leave name and number / have third party repeat

Our employees are trained to resolve consumer obligations without the use of rude or abusive tactics. In our experience, this will do nothing but alienate them and create complaints for clients. Our collection operation is conducted in a manner that will protect your valued reputation. The most effective collection techniques, which Integral Recoveries employs, encompass the following characteristics:

- Professionalism
- Listening Skills
- Information Gathering
- Negotiation
- Mutual Resolution

Intensive outbound call attempts will be made on accounts placed by our skilled account representatives. They can include both manual phone attempts and dialer campaigns through GlobalConnect autodialer. Managers and supervisors monitor calls and performance for quality purposes.

The diligent efforts of our account representatives are the greatest asset that we offer you. Their efforts are the main reason of our success in recovering such a significant amount of revenue for the Courts.



## Notices

Integral Recoveries' letter series is professionally designed and situation specific. They are computer driven and linked to a software vendor.

The letters are specifically designed to inform, educate, and establish urgency to pay.

Our notices provide:

- Visual impact
- Clear conveyance of the urgency of the situation and solicitation of resolution at the earliest possible date
- Initial demand in accordance with FDCPA
- Multiple points of contact for Integral Recoveries
- Payment remittance information
- Court address / contact info
- Acceptable methods of payment
- Understandable text and format
- Clear indication of amount(s) due and due date(s)

## Hours of Operation

Hours of Operation are as follows:

- Monday 8am-8pm MST
- Tuesday 8am-8pm MST
- Wednesday 8am-8pm MST
- Thursday 8am-8pm MST
- Friday 8am-4:30pm MST
- Saturday 9am-12pm MST
- Sunday OFF

Calls from our office are only made between 8am – 9pm at the consumer's location in compliance with FDCPA. Our collection software system, Debt\$Net, will put an easily recognizable note in bright color of the local time on any account that is accessed outside authorized calling hours. Account Representatives recognize the note and refrain from initiating phone calls, preventing any calls from being made that are in violation.

## Location Information / Asset Searches

Integral has state-of-the-art skip tracing capabilities and a wide range of the most effective tools in our industry to obtain current demographic information, employment and other attachable assets such as real property. Our Key Personnel have the experience and expertise to know what skip tracing products produce the newest and most accurate information.

All accounts placed are scrubbed via our mail service provider, Compumail, vs. databases that may provide a more recent, updated address or other information such as bankruptcies or notifications of those deceased.

When no phone number(s) are provided, or a provided number is verified incorrect, skiptracing efforts will be made. Our staff is given access to the top tools in the industry and training on how to use them most effectively.

We currently have access to major databases built with public and private records consisting of motor vehicle registrations, magazine subscriptions, and post office change of address, telephone directory assistance, voter registrations, real estate transactions, tax assessor property information, credit bureaus, voter registration files, warranty and registration cards, and U.S. census data among other sources.

These services include an interactive information system that gives us access to current information and phone numbers plus change of address records. We can search by name, address, social security number or telephone number. Additional information provided included names, addresses and phone numbers of neighbors and additional household members.

Included in these databases are the National Change of Address databases of the U.S. Postal Service and electronic white page directories of the regional telecommunications operating companies.

Integral Recoveries is continually seeking new and innovative products and services that can enhance our ability to meet client needs. Each product and service is carefully evaluated prior to subscription or purchase.

Tools that will be used include but are not limited to:

- InfoUSA – name, address, phone number, and reverse search capability.
- National Credit Bureau Reports – call creditors for location information, look for recent inquiries report and call those that appear to be someone reviewing an application, review credit standing for collectability.
- Accurint – powerful and widely regarded database of updated defendant location information searchable by multiple fields including SSN, name, and address.
- Quickinfo – “Fetch” product provides a timeline of possible addresses, provides information as to public records such as property ownership.
- Flatrateinfo – database of possible addresses and phone numbers associated with the defendant.
- Netronline Public Record database – links to property ownership / valuation records throughout the nation through Tax Assessor Links. Provides valuable information on real estate ownership which can provide us with an asset on the defendant, verification of location information, or information on landlord(s) for the defendant.
- “nearbys” – nearby residents of the address where we have information the defendant resides will be contacted to obtain location information for the defendant.
- “mults” – look for relatives, especially with unique last names, to contact for location information on the defendant.
- “small town skip” – in small cities/towns, it can be effective to call grocery stores, large employers, police stations, and bars/restaurants among other establishments where the debtor lives to obtain location information on the defendant.

Successful skiptracing can have as much to do with the approach of the representative as the tools that are available to him/her. We have found that friendliness, patience, tact, privacy, and determination are keys to Integral’s success in location and asset searches.

Defendant's financial situations change, and even if they are difficult to locate now, they are likely to resurface at some time in the future. We have a unique account status, "SRC", which stands for Skiptrace Review Cycle. While in this status, accounts are "flagged" to be automatically scanned against Accurint/Lexis Nexis extensive database of current location information monthly. If a new address or phone number is identified, the account is automatically updated, giving us a fresh start on contacting the defendant and recovering funds for the Court.

## **Court Responsibilities**

The State of Colorado has established legislation that allows for Courts to add an additional 25% fee on top of unpaid fees/fines assessed to defendants as a collection fee. Unpaid accounts are then assigned to a collection agency, with that fee being paid to the agency when the Court received payment. Many municipalities have piggy-backed on this legislation and program, establishing ordinances that allow for the add-on fee.

The Court would enter into a written agreement with Integral Recoveries, Inc. to provide collection services.

The Court and Integral Recoveries, Inc. would work out a method for the Court to assign unpaid cases for collection. Integral Recoveries, Inc. can accept virtually any method that is most convenient to the Court, including online at [www.integralrecoveries.com](http://www.integralrecoveries.com) "Client Access" capability, fax, excel spreadsheet, many compatible electronic files, secure FTP transmission, emailed text files or client internal forms.

The Court will regularly give Integral Recoveries, Inc. notice of all payments received on cases assigned for collection. Integral will send a monthly invoice for collection fees on the 15<sup>th</sup> of each month for all payments reported during the previous calendar month.

The Court will also regularly notify Integral Recoveries, Inc. of any waivers or adjustments to be made on assigned accounts.

## Conclusion

We are available for anything you require additionally, including on-site visits, follow up interviews, an oral presentation or more information needed on Integral Recoveries, Inc. or this proposal. We are prepared to make a commitment of our resources to the Municipal Courts and will strive to establish a long-term relationship between our organizations that will provide a solution to your debt recovery needs.

Individual Municipal Courts will receive the best possible recovery performance and service from Integral Recoveries, Inc. Choosing Integral Recoveries, Inc. also means you have selected a quality organization that will protect the sensitive information the Court provides, while also upholding the image of the Court by conducting business professionally and ethically.

This project can generate a significant amount of revenue for the Municipality. We at Integral look forward to the opportunity to work with you.

Lorenzo Urrutia  
Regional Sales Director  
Integral Recoveries, Inc.

## COLLECTION SERVICES AGREEMENT

THIS COLLECTION SERVICES AGREEMENT (“Agreement”) made and entered into this 7<sup>th</sup> the day of July, 2020 (“Effective Date”), by the Fort Lupton Municipal Court on behalf of the City of Fort Lupton (hereinafter referred to as “Client”), and Integral Recoveries, Inc. (hereinafter referred to as “Agency”), a corporation organized under the laws of the State of Colorado (“Agency”).

### **The parties agree as follows:**

1. Scope of Services. Agency will provide Client with collection services consisting of Agency’s normal collection activities, including, without limitation, correspondence and communications between Agency and the debtor and credit reporting, as deemed appropriate by Agency and agreed to by Client. Agency will provide services as an independent contractor and not as an employee of Client. Services will commence immediately upon Client assignment of a debtor’s account (“Account”) to Agency.

2. Recovery and Agency Fee. The Account will specify the Judgment Amount (the amount due the court for fines, fees, costs, surcharges and restitution). Agency may seek to recover and may recover from the debtor an amount not greater than one hundred twenty-five percent of the Judgment Amount. Defendants will be directed to pay the Agency directly. Agency will provide a monthly billing for twenty percent of all recoveries for its fee.

3. Term. This Agreement will commence on the Effective Date and will continue for 1 year. The parties may agree, in writing to extend the term. However, either party may terminate this Agreement by giving thirty days’ written notice. Upon expiration of the Term or termination by notice, the parties may agree that Agency may continue collecting on those Accounts previously assigned to Agency under the same terms as set forth in this Agreement until those Accounts are closed or are cancelled.

4. Manner of Assignment. Assignment of an Account will be effective as the date Client submits the Account to Agency. Within fifteen working days of Agency's receipt of an assignment, Agency must submit a written acknowledgment of assignment to Client. If Client does not receive the acknowledgment within that fifteen-day period, Client may withdraw that Account from Agency. After an assignment of an Account to Agency, Client will refrain from contacting the debtor for collection purposes and will refer all matters concerning collection to Agency for the duration of the period of assignment, unless Client cancels the Account as provided below.

5. Cancellation of Accounts. Accounts previously assigned to Agency for collection will be cancelled prior to the expiration of the period of collection if: (a) Client withdraws an Account, by notice to Agency in writing; (b) Agency ceases collection efforts on an Account it considers not collectable; or (c) the debtor files for bankruptcy and Client directs Agency to take no further action after Agency informs Client and the Office of the City Attorney, in writing, of the filing for bankruptcy.

6. Standards of Agency Performance. Agency agrees to maintain the following minimum standards of operation and performance during the term of this Agreement and to provide proof of compliance upon request by Client:

- a. Maintain proper licensing and bonding as required by law
- b. Adhere to the provisions of all applicable laws and regulations, including the Federal Fair Debt Collection Practices Act and the Fair Credit Reporting Act.

7. Audits. Client has the right to audit the accounts assigned to Agency at any time upon advance written notice.

8. Litigation. No court action will be instituted for collection of Accounts by Agency without prior written authorization from Client.

9. Progress Reports. Agency will provide Client with written reports relating to collection activities, collection totals, dates of collection, and specific accounts when requested by Client.

10. Payment Remittance. By or about the 15<sup>th</sup> day of each month, Agency will provide Client with a billing of amounts collected during the previous month and Client will remit all amounts due to Agency from the collections for the previous calendar month.

11. Governing Law: Venue. This Agreement will be construed in accordance with the laws of the State of Colorado, the Fort Lupton Municipal Court, City Charter, City Code, and City Ordinances, Rules, and Regulations.

12. Indemnification. Agency releases the Fort Lupton Municipal Court and will fully protect, defend, indemnify, and hold harmless the Fort Lupton Municipal Court, its officers, City Council, directors, employees, agents and representatives from and against any and all losses, claims of personal injury, death or property damage, causes of action, costs and expenses, including attorney's fees, or liability of any nature arising out of or related to Agency's performance under this agreement

13. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the parties and their respective successors and permitted assigns, and this Agreement will not otherwise be deemed to confer upon or give to any other person or entity any remedy, claim, cause of action or other right.

14. Notices and other Communications. Any notice or other communication given or made under this Agreement must be in writing and sent by courier mail, with return receipt, or a copy may also be sent by facsimile or other electronic means. Any notice or other communication will be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Agency:

Integral Recoveries, Inc.  
Terry Boe -President  
750 W. Hampden Avenue, Suite 501  
Englewood, CO 80110

If to Client:

Fort Lupton Municipal Court  
Jeanelle Andersen, Court Administrator  
130 S. McKinley Ave.  
Fort Lupton, CO 80621

15. Non-Waiver: The failure of either party to insist, in any one or more instances, upon strict performance of any of the provisions of this Agreement will continue and remain in full force and effect.

16. Entire Agreement: This written Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior offers, negotiations, and other agreements of any kind. There are no representations or understandings not set forth in this Agreement.

17. Nonwaiver of Colorado Governmental Immunity: Nothing herein shall be construed as a waiver by the City of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

Fort Lupton Municipal Court

BY: \_\_\_\_\_

Client Administrator

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

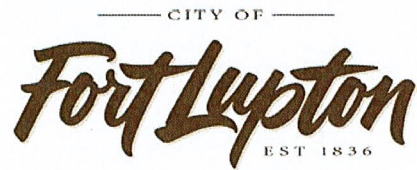
INTEGRAL RECOVERIES, INC

BY: \_\_\_\_\_

Terry Boe  
President  
Integral Recoveries, Inc.

Date: \_\_\_\_\_

**CITY OF FORT LUPTON  
CITY COUNCIL**



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

Zo Stieber, Mayor

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

**AM 2020-121**

**APPROVE SOUTHERN WATER SUPPLY PIPELINE (SWSP) CONSENT AGREEMENT**

I. **Agenda Date:** Council Meeting – July 7, 2020

II. **Attachments:** a. SWSP Consent Agreement

III. **Summary Statement:**

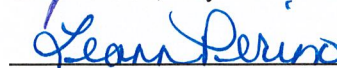
*Erie and Broomfield are among the Participants in the Southern Water Supply Project ("SWSP"), a project conducted by the Enterprise to construct a pipeline to convey Colorado-Big Thompson Project and Windy Gap Project water supplies from the Carter Lake outlet works to Participants' service areas ("SWSP Pipeline")*

*They are the only 2 serviced by B6 ROW and are looking to switch their agreement to a non-compounding annual interest rate to simplify their agreement. As one of the participants of the entire SWSP line we would need to acknowledge we are aware of this change.*

IV. **Submitted by:**

  
Chris Cross, City Administrator

V. **Finance Reviewed**

  
Finance Director

VI. **Approved for Presentation:**

  
City Administrator

VII. **Attorney Reviewed**

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Pending Approval

VIII. **Certification of Council Approval:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**IX. Detail of Issue/Request:**

*Erie and Broomfield are among the Participants in the Southern Water Supply Project ("SWSP"), a project conducted by the Enterprise to construct a pipeline to convey Colorado-Big Thompson Project and Windy Gap Project water supplies from the Carter Lake outlet works to Participants' service areas ("SWSP Pipeline")*

*They are the only 2 serviced by B6 ROW and are looking to switch their agreement to a non-compounding annual interest rate to simplify their agreement. As part of the entire SWSP all the participants would need to acknowledge they are aware of this change.*

**X. Legal/Political Considerations:**

*None*

**XI. Alternatives/Options:**

*None*

**XII. Financial Considerations:**

*None*

**XIII. Staff Recommendation:**

*Approve the agreement for SWSP Consent Agreement involving Erie and Broomfield.*

# CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

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## AM 2020-0XX

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### APPROVE SOUTHERN WATER SUPPLY PIPELINE (SWSP) CONSENT AGREEMENT

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- I. **Agenda Date:** Council Meeting – July 7, 2020
- II. **Attachments:** a. SWSP Consent Agreement

III. **Summary Statement:**

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*They are the only 2 serviced by B6 ROW and are looking to switch their agreement to a non-compounding annual interest rate to simplify their agreement. As one of the participants of the entire SWSP line we would need to acknowledge we are aware of this change.*

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IV. **Submitted by:** \_\_\_\_\_  
Chris Cross, City Administrator

V. **Finance Reviewed** \_\_\_\_\_  
Finance Director

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

VII. **Attorney Reviewed** \_\_\_\_\_ Approved \_\_\_\_\_ Pending Approval

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

**IX. Detail of Issue/Request:**

*Erie and Broomfield are among the Participants in the Southern Water Supply Project ("SWSP"), a project conducted by the Enterprise to construct a pipeline to convey Colorado-Big Thompson Project and Windy Gap Project water supplies from the Carter Lake outlet works to Participants' service areas ("SWSP Pipeline")*

*They are the only 2 serviced by B6 ROW and are looking to switch their agreement to a non-compounding annual interest rate to simplify their agreement. As part of the entire SWSP all the participants would need to acknowledge they are aware of this change.*

**X. Legal/Political Considerations:**

*None*

**XI. Alternatives/Options:**

*None*

**XII. Financial Considerations:**

*None*

**XIII. Staff Recommendation:**

*Approve the agreement for SWSP Consent Agreement involving Erie and Broomfield.*

# CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

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AM 2020-120

## APPROVING PAYMENT TO INVOICE OFFICE FURNITURE EZ FOR RECONFIGURATION OF THE ADMINISTRATION CUBICLE AND RECEPTION AREAS FOR AN AMOUNT NOT TO EXCEED \$9,883.69 ALLOCATED FROM THE GENERAL FUND (COVID-19)

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- I. **Agenda Date:** Council Meeting – July 7, 2020
- II. **Attachments:** INVOICE OFFICE FURNITURE EZ
- III. **Summary Statement:**

*Replace cubicles in City Hall main floor as well as reconfigure reception area to conform with CDC recommendations for social distancing and being safer at work.*

- 
- IV. **Submitted by:** \_\_\_\_\_  
Christopher Nelson, Facilities / Safety Manager
- V. **Finance Reviewed** \_\_\_\_\_  
*Deanne Perino*  
Finance Director
- VI. **Approved for Presentation:** \_\_\_\_\_  
City Administrator
- VII. **Attorney Reviewed** \_\_\_\_\_  
Approved \_\_\_\_\_ Pending Approval \_\_\_\_\_

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VIII. **Certification of Council Approval:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**IX. Detail of Issue/Request:**

*The global pandemic COVID – 19 has presented new guidelines for working safer at work while maintaining social distancing. Currently there are four cubicles, circa 1982 in the city hall main floor. These current partition walls are only 4 feet high and 5 feet across from each co-worker which does not allow adequate barrier control from coughing or sneezing and is less than the CDC mandatory required 6-foot distancing. The current configuration of these cubicles also brings the public works administrative specialist and planning technician in close proximity with anyone who is at the mail slot boxes, office supply drawers or mail sorting machine. This places these two position less than the 6-foot distancing as is required by the CDC and the Governors safer at work guidelines.*

*Due to all the current cubicle panels being vintage 1982 it has been difficult finding parts and specifically matching fabric due to the years of fading. New panels are needed in order to build these partitions up from 4 feet to 6 feet high in order to provide and guarantee isolation for each cubicle space/employee.*

*The current receptionist desk will be replaced with a cubicle similar to those in the main floor area which will confirm to the CDC guidelines. A separate meeting desk will also be installed in the lobby area that will have 6-foot-high walls for both privacy as well as a barrier between other employees that would be walking by. The meeting area will have a spit guard with a pass through window for papers that will allow citizens to interact with staff in a more convenient and safer manner than has been available.*

**X. Legal/Political Considerations:**

*None*

**XI. Alternatives/Options:**

- 1. Accept the reconfiguration and make payment.*
- 2. Require staff to review additional alternatives.*

**XII. Financial Considerations:**

*This is a \$9,883.69 unforeseen and unbudgeted expenditure in the General Fund. A supplemental budget supplemental may be necessary.*

**XIII. Staff Recommendation:**

*Purchase the new cubicles in order to keep our employees safer in their work environment, as well as complying with the CDC and the Governor's guidelines for safer at work and social distancing.*

## Office Furniture EZ

3860 Revere St, Suite A  
Denver, CO 80239



## INVOICE

### BILL TO

Chris Nelson  
City of Fort Lupton  
130 S McKinley Ave Ste 1  
Fort Lupton, CO 80621  
United States

### SHIP TO

Chris Nelson  
City of Fort Lupton  
130 S McKinley Ave Ste 1  
Fort Lupton, CO 80621  
United States

### INVOICE

2042

### DATE

06/22/2020

### TERMS

50% Deposit, Net 15

### DUE DATE

07/07/2020

### JOB NAME

Office Cubes USED/Wait Room

### TERMS

50% Down Net 15

| PRODUCT/SERVICES                                                                                                                                                                                                                    | QTY | RATE     | AMOUNT   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|----------|
| Cubicles - Used<br>67" High, 6' X 6' Cubicles (unpowered) Gray Fabric Panels, Light Maple Finish Corner Work Surfaces, 2 Full BBF Pedestals, 1 Flipper Door Cabinet (Gray) Finish - per CAD Drawing City of Ft Lupton V6 6-18-2020  | 4   | 680.00   | 2,720.00 |
| Cubicles - New<br>Wait Room Cubicle Wall 6' X 8' (unpowered) 85" high Fabric Panel mix a/r FINISH: TBD - per CAD Drawing City of Ft Lupton V6 6-18-2020                                                                             | 1   | 651.25   | 651.25   |
| Product - New<br>L Configuration 71" X 48 Corner Ext Bow Front Desk w/ 24" X 24" Return, FINISH: TBD                                                                                                                                | 1   | 414.22   | 414.22   |
| Cubicles - New<br>Finance Area Cubicle - 85" & 67" High, 6' X 6' Cubicle (unpowered) Fabric Panels, Corner Work Surfaces, 2 Full BBF Pedestals, 1 Flipper Door Cabinet FINISH: TBD - per CAD Drawing City of Ft Lupton V6 6-18-2020 | 1   | 1,794.82 | 1,794.82 |
| Product - New<br>Monitor Riser Mount & Arm Unit (Black)                                                                                                                                                                             | 5   | 384.00   | 1,920.00 |
| Product - New<br>LED 24" Task Light Strip                                                                                                                                                                                           | 5   | 101.22   | 506.10   |
| Product - New<br>Work Surface Mounted Power Module 2 USB, 2 Power Outlets (white)                                                                                                                                                   | 5   | 124.06   | 620.30   |
| Product - New<br>Acrylic Barrier w Pass Thru Self Standing 24" X 48"W                                                                                                                                                               | 1   | 120.00   | 120.00   |
| Assembly<br>Lot                                                                                                                                                                                                                     | 1   | 990.00   | 990.00   |
| Delivery<br>Fort Lupton, CO                                                                                                                                                                                                         | 1   | 147.00   | 147.00   |

### NOTES:

- work area to be free and clear for install upon arrival
- proposal assumes normal egress to work area
- proposal is for delivery and install during normal, non-holiday, M-F work hours.

BALANCE DUE

**\$9,883.69**

Any OT requested will be billed at OT rate  
-all hard electrical and data wiring to be provided by customer or others



**CITY OF FORT LUPTON  
CITY COUNCIL**



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

Zo Stieber, Mayor

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

**AM 2020-128**

**APPROVE A RESOLUTION FOR AN APPLICATION FOR A SPECIAL USE PERMIT FOR A PRODUCED WATER PIPELINE, KNOWN AS THE PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT.**

**I. Agenda Date:** Council Meeting – July 7, 2020

**II. Attachments:**

- a. Proposed Resolution
- b. Planning Commission Resolution, Minutes & Staff Report
- c. Land Use Application
- d. Special Use Permit Application & Project Description
- e. Special Use Permit Maps
- f. Vicinity Map
- g. Letter to Surrounding Property Owners
- h. Referral Responses
- i. Legal Notifications

**III. Summary Statement:**

*Pioneer Water Pipeline LLC (the "Applicant") has submitted a request for a special use permit for a produced water pipeline (the "pipeline"). The proposed pipeline will transport water from holding tanks at various well sites in both Adams County and Weld County, crossing through multiple municipalities including the City of Fort Lupton, the City of Brighton, and the City of Thornton. Two parcels within the City of Fort Lupton are effected, as well as County Road 14 right of way.*

**IV. Submitted by:**

Planner

**V. Finance Reviewed**

Finance Director

**VI. Approved for Presentation:**

City Administrator

**VII. Attorney Reviewed**

Approved

Pending Approval

**VIII. Certification of Council Approval:**

City Clerk

Date



**IX. Detail of Issue/Request:**

*Pioneer Water Pipeline LLC (the "Applicant") has submitted a request for a special use permit for a produced water pipeline (the "pipeline"). The proposed pipeline will transport water from holding tanks at various well sites in both Adams County and Weld County, crossing through multiple municipalities including the City of Fort Lupton, the City of Brighton, and the City of Thornton. Two parcels within the City of Fort Lupton are effected, as well as County Road 14 right of way.*

*The pipeline will run through areas that are within the 'I-1' Light Industrial Zone District and the 'A' Agricultural Zone District. In determining to run the application as a special use permit, staff relied on Section 6-7 of the Municipal Code, which states that "the list of permitted uses in each zone district is exclusive, meaning that uses not specifically described are not permitted, but similar uses and compatible uses, may be permitted as special uses." Pipelines are not specifically listed as a use in the 'I-1' or 'A' Zone Districts, however public utility facilities are listed as a use permitted subject to a special use permit. Even though the pipeline is not a public utility facility, staff has determined that this use is similar to public utility facilities and therefore requires a special use permit. A special use review requires a public hearing before Planning Commission and City Council.*

*Section 16-7(d) states that the City shall use the following criteria to evaluate the Applicant's request:*

1. The special use shall satisfy all applicable provisions of the Code and shall be consistent with the intent of the Comprehensive Plan.

*Staff Comment: The use meets the provisions of the Code, specifically it meets the intent of the 'I-1' Light Industrial and 'A' Agricultural Zone Districts which allow for public facilities or similar uses with a special use permit.*

2. The special use shall not substantially alter the character of the district or the neighborhood.

*Staff Comment: The pipeline will be below grade and therefore will not affect the surrounding neighborhood character of the portion that runs through City limits.*

3. The special use will result in efficient on- and off-site traffic circulation, and will not have an adverse impact on adjacent uses or present hazardous conditions for pedestrians or vehicles.

*Staff Comment: After construction, the project will not affect traffic or pedestrians as the line will be unmanned and once constructed will not be visible.*

4. Adequate conditions of approval shall address: traffic; activity levels; light; noise; odor; building type, style and scale; hours of operation; dust; erosion and other performance issues identified through the public hearing process.

*Staff Comment: Because this is an unmanned line, there will be no impacts other than initial construction impacts.*

5. The term of the special use permit and any reporting and inspection requirements as might be reasonably necessary to ensure compliance with conditions of approval may also be specified by the City Council.

*Staff Comment: Staff has recommended conditions of approval to the City Council. The City Council may choose to add or remove conditions as it deems appropriate. Typically, a special use permit is non-transferable. The conditions of approval address this item.*

**X. Legal/Political Considerations:**

*The proposed use is not a specific listed use by right in the 'I-1' Light Industrial Zone District or 'A' Agricultural Zone District. The intent of the special use permit is to provide flexibility, to provide a means for setting performance standards for individual land uses and to help diversify uses within a zoning district. A special use review requires a public hearing before Planning Commission and City Council.*

*The Zoning Regulations require that properties be posted 15 days prior to public hearing. The properties were posted May 28, 2020, which was 14 days prior to the Planning Commission public hearing (and 40 days prior to this City Council public hearing). Staff has determined that the public hearings do not need to be postponed in this situation for two reasons. First, this application is unique in that the surface land uses at both properties will not change. Second, posting at the property is not a statutory requirement. For both reasons, Staff, with advisement from the City Attorney, determined that a postponement of the public hearings would not be necessary.*

*Notice was mailed to neighbors within one-hundred (100) feet of the Property on May 12, 2020.*

**XI. Alternatives/Options:**

*The City Council has the following three options for each request:*

- a) Approve the request;*
- b) Deny the request; or*
- c) Refer the request back to Planning Commission for further study.*

**XII. Financial Considerations:**

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

**XIII. Staff Recommendation:**

*Staff recommends conditional approval of the Pioneer Water Pipeline LLC Special Use Permit for a produced water pipeline. The conditions are listed in the proposed Resolution provided to Council.*

**RESOLUTION NO. 2020Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SPECIAL USE PERMIT FOR A PRODUCED WATER PIPELINE, KNOWN AS THE PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT, ON A PROPERTY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO AND THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.**

**WHEREAS**, the Planning Commission held a public hearing on June 11, 2020, for the purpose of reviewing the application from Pioneer Water Pipeline, LLC for a special use permit for a produced water pipeline; 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 July 7, 2020; 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 100 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 Pioneer Water Pipeline LLC Special Use Permit for a produced water pipeline, with the following conditions:

I. Prior to recording the special use permit map:

A. The title of the special use permit shall include the Project No.: LUP2020-0017 & Plan No. SUP2020-0004.

B. Any redline comments provided by City staff shall be made to the special use permit map.

- C. Written evidence shall be provided that the comments from CDOT have been adequately addressed.
- D. Written evidence shall be provided that the comments from the Public Works Director have been adequately addressed.
- E. Written evidence shall be provided that the comments from United Power have been adequately addressed.
- F. Written evidence shall be provided that the comments from Xcel Energy have been adequately addressed.
- G. Written evidence shall be provided that the comments from the Weld County Department of Public Health & Environment have been adequately addressed.
- H. The following notes shall be added to the special use permit map:
  - 1. Any change of use, or continued use if there is a change of ownership, shall be submitted to the City for review and approval prior to operation.
  - 2. Any future structures or signage must be submitted to the City for separate review and any required permits.
- I. One set of Mylars of the special use permit map shall be submitted for recording with the Weld County Clerk & Recorder.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 7<sup>th</sup> DAY OF JULY 2020.**

City of Fort Lupton, Colorado

\_\_\_\_\_  
Zo Stieber, Mayor

Attest:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney

**RESOLUTION NO. P2020-019**

**A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SPECIAL USE PERMIT FOR A PRODUCED WATER PIPELINE, KNOWN AS THE PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT, ON A PROPERTY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO AND THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.**

**WHEREAS**, the Planning Commission held a public hearing on June 11, 2020, for the purpose of reviewing the application from Pioneer Water Pipeline, LLC for a special use permit for produced water pipeline; and

**WHEREAS**, after review of the application and supporting information, the Planning Commission 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 100 feet, and posting of the hearing on the site; and

**NOW THEREFORE BE IT RESOLVED**, the Planning Commission has taken into consideration all referral comments and any citizen testimony in response to this application. Based upon the facts presented on this date, the Planning Commission hereby recommends approval of the Pioneer Water Pipeline LLC Special Use Permit for a produced water pipeline, conditional upon the following:

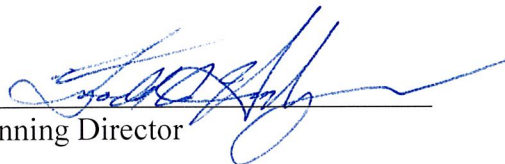
- I. Prior to recording the special use permit map:
  - A. The title of the special use permit shall include the Project No.: LUP2020-0017 & Plan No. SUP2020-0004.
  - B. Any redline comments provided by City staff shall be made to the special use permit map.
  - C. Written evidence shall be provided that the comments from the Public Works Director have been adequately addressed.
  - D. Written evidence shall be provided that the comments from United Power have been adequately addressed.

- E. Written evidence shall be provided that the comments from Xcel Energy have been adequately addressed.
- F. Written evidence shall be provided that the comments from the Weld County Department of Public Health & Environment have been adequately addressed.
- G. The following notes shall be added to the special use permit map:
  - 1. Any change of use, or continued use if there is a change of ownership, shall be submitted to the City for review and approval prior to operation.
  - 2. Any future structures or signage must be submitted to the City for separate review and any required permits.
- H. One set of Mylars of the special use permit map shall be submitted for recording with the Weld County Clerk & Recorder.

**DONE THIS 11<sup>th</sup> DAY OF JUNE, 2020, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.**

  
Chairman

ATTEST:

  
Planning Director



**RECORD OF PROCEEDINGS  
FORT LUPTON PLANNING COMMISSION  
June 11, 2020**

The Planning Commission of the City of Fort Lupton met in session at the City Complex, 130 South McKinley Ave., the regular meeting place of the Planning Commission, and virtually via GoToMeeting, on Thursday, June 11, 2020. Chair Mike Simone called the meeting to order at 6:01 p.m.

Chair Simone gave the following statement:

Tonight's meeting shall be held both in-person and virtually so as to ensure the health and safety of the general public, and the City of Fort Lupton City Council, Planning Commission, and staff. The intent and purpose of the in-person and virtual appearance options is to allow the City to be innovative in providing the general public the most meaningful access possible in light of the current challenges present as a result of the COVID-19 pandemic. Therefore, subject to social distancing and public health orders, members of the general public will be offered both the opportunity to be physically and or electronically present for meetings at the City, subject to existing health conditions. An electronic link has been made available for tonight's meeting on the City's website, and social media platforms, and as posted here at City Hall so that the general public, and City Council, Planning Commission, and staff may participate electronically via the internet, on the phone, or in limited circumstances in-person.

**ROLL CALL**

Roll was taken and those present were Chair Mike Simone, Vice-Chair Bushrod White and Commission Members Lynne Derby, Kathy Kvasnicka, and Thomas Meyers. Also in attendance was City Planner II Alyssa Knutson, Planner I Maria Lancto and Planning Technician Stephanie Darnell.

**APPROVAL OF AGENDA**

Chair Simone called for a motion to approve the agenda. It was moved by Vice-Chair Bushrod White and seconded by Member Lynne Derby.

Motion carried unanimously by voice vote.

**CONSENT AGENDA**

Chair Simone called for a motion to approve the consent agenda. It was moved by Vice-Chair Bushrod White and seconded by Member Kathy Kvasnicka.

Motion carried unanimously by voice vote.

**RECORD OF PROCEEDINGS  
FORT LUPTON PLANNING COMMISSION  
June 11, 2020**

**PUBLIC COMMENT**

Planner II Alyssa Knutson stated that anyone attending virtually can utilize the chat box feature or unmute themselves. She stated that the virtual public can also speak up during the public hearing comment portion.

The Chair asked if anyone wished to make comments not otherwise related to the agenda. Seeing none, the public comment portion was closed at 6:04 p.m.

**ACTION ITEMS**

**Pioneer Water Pipeline LLC Special Use Permit**

Chair Simone addressed the applicant. He asked if the applicant understood that Members of the Planning Commission may be appearing tonight via virtual connection and may not be appearing in-person.

The applicant stated yes.

Chair Simone asked the applicant if they consented to the applicable member voting on their submittal, even though said member is not present in person.

The applicant stated yes.

Chair Simone asked the applicant if they understood that they have the right to continue this public hearing to such a date to allow a full in-person public hearing.

The applicant stated they understand.

Chair Simone asked the applicant if they have agreed to voluntarily waive that right on behalf of the applicant or themselves by proceeding tonight electronically.

The applicant stated yes.

Chair Simone asked the applicant if they voluntarily signed and submitted the written waiver and consent to proceed electronically tonight.

The applicant stated that that they did.

Chair Simone asked the applicant if they waived their right to proceed in an in-person public hearing and have consented to proceed forward voluntarily tonight in this virtual and in-person council meeting, is that correct.

The applicant stated that is correct.



**RECORD OF PROCEEDINGS**  
**FORT LUPTON PLANNING COMMISSION**  
**June 11, 2020**

City Planner I Maria Lancto introduced the project. She stated that the project is a proposal submitted for the Pioneer Water Pipeline LLC special use permit. She stated that the pipeline runs through multiple municipalities, including stopping through two (2) parcels within boundaries of Fort Lupton, and also County Road 14. She stated that the northern parcel is located approximately 0.59 miles west of the intersection of County Road 21 and County Road 14. She stated that the northern parcel is zoned I-2 Heavy Industrial. She stated that the southern parcel is located approximately 0.51 miles east of the intersection of County Road 19 and County Road 10; and the parcel is zoned Agricultural. She stated that both owners of the properties have consented to the installation of this pipeline going through their property. She stated that other road rights-of-way that are ... in the city have been addressed through referral comments. She stated that this pipeline will be situated below grade and will transport produced water from holding tanks at various well sites in both Adams and Weld County. She stated that the destination is in Weld County, an injection site just northwest of the city. She stated that staff did have an issue with posting the signs at this property. She stated that we typically require fifteen (15) days prior to public hearing, and the signs were posted May 28, 2020 which is fourteen (14) days prior to this public hearing. She stated that staff spoke with their attorney and basically decided that it is appropriate to not postpone these hearings for the following reasons: the surfaces land uses are not changing at this time approval to the special use permit, and it is not a statutory requirement and Fort Lupton is already going above and beyond that requirement. She stated that all other notifications were made on time including posting in the newspaper and mailing to the neighbors. She concluded by stating the applicant is present and they have a presentation.

Chair Simone asked if Ms. Lancto received any comments from the public.

Ms. Lancto stated that she received a phone call yesterday, but the caller did not have any concerns because she thought the pipeline went through her property, but it does not.

Ryder Reddick, a Planner with Tetra Tech, 1900 S Sunset St. Suite #1-E, Longmont, CO 80501 stated that Pioneer Pipeline has contracted Tetra Tech to assist with the land use planning and permitting for the Pioneer Water Pipeline Project. He stated that also present is Mr. Spence McCallie, Vice President of Engineering with Pioneer Water Pipeline, LLC., 600 17<sup>th</sup> St. Suite 725 S. Denver, CO 80202. Mr. Reddick stated that Pioneer Water Pipeline, LLC. is a company that serves the oil and gas industry by collecting and transporting produced water from production facilities to a permitted disposal well facility. He stated that currently Pioneer Water collects produced water from more than twenty (20) oil and gas operations in both Weld and Adams County. He stated that they transport the water by truck to a disposal well facility in Weld County. He stated that the proposed Pioneer Water Pipeline project is designed to eliminate the need for trucking all this water and instead the water will be transported via pipeline to the disposal facility in Weld County. He indicated to a map and stated that the portion in red shows the area of the process that is changing in the project; the change from transporting water via trucks to pipeline. He then indicated to a map and stated that the map represents the full extent of the proposed Pioneer Pipeline project from the production facility in Adams County north to the produced water injection

**RECORD OF PROCEEDINGS**  
**FORT LUPTON PLANNING COMMISSION**  
**June 11, 2020**

facility just north of the intersection of Weld County Road 18 and Weld County Road 19 in Weld County. He stated that the route covers approximately 32.5 miles and crosses through unincorporated areas in Adams County and Weld County, as well as through the cities of Brighton, Thornton, and Fort Lupton. He stated that Pioneer is working with each of these jurisdictions, as well as, all the individual property owners, Colorado Department of Transportation (C-DOT), Union Pacific Railroad, multiple ditch and canal companies, and the Army Corps of Engineers to obtain the appropriate approvals for this pipeline project. He indicated to a map and stated that the area outlined in red is the portion of the pipeline project that goes through Fort Lupton and that they're asking for the Planning Commission consideration. He indicated to another map and stated that the map is a zoomed in look at the area. He stated that the yellow line on the map is the pipeline route and the sections highlighted in orange are the portions of the pipeline that are within the city limits of Fort Lupton. He stated that the proposed pipeline crosses through two parcels of land within Fort Lupton and under Weld County Road 14, which is city maintained road way. He stated that the parcel on the south is zoned Agricultural and owned by 4 Z Investments LLP and the parcel north is zoned Heavy Industrial and owned is owned by Kerr-McGee Gathering LLC. He stated that Pioneer is obtaining easement from both private property owners of the pipeline and they understand that they will also need to obtain a right-of-way crossing permit from the City of Fort Lupton to cross Weld County Road 14. He stated that the proposed Pioneer pipeline is beneficial to Fort Lupton as well. He stated that a significant benefit is the removal of truck traffic from the roadways. He stated that by eliminating the need for trucking the produced water, the Pioneer pipeline will remove approximately three-hundred (300) heavy truck trips per day from the road. He stated that over the course of a year, that equates to approximately five-million (5,000,000) truck miles off the roads; local roads and state highways. He stated that removing trucks from the roadway not only decreases the wear and tear on the public roads, but also improves public safety and helps to clear up congestion caused by slow moving traffic. He stated that there are also economic benefits to Fort Lupton associated with the project. He stated that Pioneer will be paying Fort Lupton property tax on the pipeline through the community, which will generate tax revenue for the city annually. He stated that another benefit is improved air quality. He stated that as a result of getting trucks from the road eliminates an air pollution source, which they estimate in a result in a reduction of carbon emission by twenty-one-thousand (21,000) metric tons per year. He stated that it is also important for Fort Lupton to know that Pioneer Water is committed to safety. He stated to summarize just a few of the precautions that Pioneer is taking related to the Pipeline are: Pioneer will be constructing the pipeline at least forty-eight-inches (48") underground to prevent mechanical damage to the pipeline from freezing conditions, following construction of the pipeline Pioneer will perform an integrity test to make sure it meets all safety standards prior to pipeline operations, Pioneer will use the Supervisory Control and Data Acquisition (SCADA) continuous monitoring system to monitor the integrity of the pipeline in real time so in the event of a leak the pipeline can be shut down immediately, and Pioneer will have an emergency response plan for the pipeline in place which is developed in coordination with local emergency response agencies to help ensure the safety of the public. He indicated to an example of a neighborhood outreach that was sent out on March 3<sup>rd</sup> to all the neighbors within one-hundred-feet (100') of the pipeline

**RECORD OF PROCEEDINGS**  
**FORT LUPTON PLANNING COMMISSION**  
**June 11, 2020**

route. He stated that the letter described the project, included a map a basic fact sheet, and some contact information. He stated that as of today none of those neighbors have contacted them with any questions or concerns. He stated they request a recommendation of approval as indicated in Resolution P2020-019, the Pioneer Water Pipeline project conforms to Colorado Revised Statutes and the City of Fort Lupton Codes and Policies. He concluded by thanking the Planning Commission for their time and if they had any questions, he is available to answer.

Chair Simone asked Mr. Reddick if he had a full and fair opportunity to present all facts, submittal documents, testimony, and presentations in support of your application before the Planning Commission tonight.

Mr. Reddick stated yes.

Chair Simone asked Mr. Reddick if there has been anything that he would have liked to of presented in support of his application that he feels he is prevented from doing so.

Mr. Reddick stated no

Chair Simone asked if anyone in the general public would like to speak for or against this matter. He stated that no one is in the room, and asked City Planner II Alyssa Knutson if anyone online would like to speak.

Ms. Knutson asked those who were online to please unmute themselves if they wish to speak. She stated that she did not see anyone wishing to speak.

Chair Simon stated that for the record the public comment portion was opened at 6:15 p.m. and closed at 6:16 p.m.

Chair Simone asked the applicant if they felt they had a full and fair opportunity to participate in this public meeting tonight.

The applicant stated yes.

Member Thomas Meyers asked what produced water is.

The applicant stated that every time you pump a barrel of oil out of the ground here in Colorado, approximately thirty-percent (30%) of that is water. He stated that it is actually salt water from way back when the oil was formed. He stated that it's been so concentrated, it's a little saltier than ocean water. He stated that it is separated at the well head as a waste product. He stated that it is usually water with thirty-thousand-parts-per-million (30,000 ppm) of sodium chloride and trace elements of other items that is naturally occurring within the mineral rock.

**RECORD OF PROCEEDINGS**  
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Chair Simone asked what happens to the water once the water gets to its destination.

The applicant stated that the only legal means of disposal is to reinject it back into the rock. He stated that it is disposed down below the oil producing formations. He stated that this is the only legal method in Colorado, however, in Wyoming they use evaporation.

Chair Simone asked if the injected is done in different locations.

The applicants stated that they do, but for the pipeline specifically it is just the one location at County Road 18 and County Road 19.

Chair Simone asked if all the water from all the other places come up here to one place.

The applicants stated no. They said for this pipeline there is one disposal location which has three (3) separate wells on it and each bottom hole location is a mile apart. They stated that they operate seven (7) facilities in the state of Colorado that are similar in design.

One of the applicants stated the GL? well water injection facility that is permitted as a use by special review through Weld County is where this pipeline will go. He stated that he thinks there are multiple steep water injection facilities in Weld County.

Another applicant stated that they owned seven (7) of them and NGL owns nine (9).

Member Kathy Kvasnicka asked if all the sites done this way with the pipeline.

The applicant stated that this is their first pipeline, but he used to work for NGL and handled multiple pipelines for them. He stated that this is where everyone is wanting to go in the future mainly because transportation by pipeline is as cheap or cheaper than transporting by truck, more convenient, not subject to weather, and is safer.

A brief discussion of produced water took place.

Vice-Chair Bushrod White asked if there was a leak in the pipeline, what would happen if it isn't caught quickly.

The applicant stated that they have a statistical line bounds model that monitors the pipeline during operation which constantly compares what is going in and what is going out. He stated that if there is a discrepancy, especially with the flow, they know they have a problem. He stated that they also have a pressure monitoring devices that if they see a loss at any point along the pipeline, they would know to shut the pipeline down because chances are someone has dug into it. He stated that the main thing is that the statistical line balance also predicts small leaks up to about one-half to one percent (1/2% – 1%) of the pipeline volume transported, so that if the pipeline would have a pinhole leak then they would be able to identify that sooner than wait for a wet spot to appear. He said that if they do discover a leak, they shut the pipeline in or at least the affected portion of the pipeline, assuming several

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branches. He stated that if it is only one branch, they would shut down the branch and operate the rest of it while they make repairs. He stated at that point they would remove all of the affected soil, replace it with clean soil, and then revegetate where they were. He stated they would not let it sit out there to be dead for a while. He stated that at that point they would haul that soil to the landfill, that goes into the landfill, and they replace it.

Chair Simone asked the Commissioners if they had any more questions; seeing none, he requested a motion to approve Resolution P2020-019. It was moved by Vice-Chair Bushrod White and Member Thomas Meyers seconded.

Motion carried by unanimous voice vote.

**DISCUSSION ITEMS**

**Review of Meeting Discussion**

Ms. Lancto stated that they have the City Council hearing for Thunder Valley and Fulton Village next week and they'd provide an update.

A brief discussion of the Thunder Valley project took place.

**Development Code Update**

Ms. Knutson stated that there was not a lot to update. She stated those who are on the steering? Committee got the presentation that they discussed. She stated that if there were any questions on that, please let them know. She stated that she thinks the consultant? Is developing plans for additional outreach and communication with the steering committee and she's waiting to hear word on that.

**FUTURE BUSINESS**

**Next Meeting of the Planning Commission**

The next meeting will be held Thursday, July 9, 2020 at 6:00 p.m.

**ADJOURNMENT**

It was moved by Vice-Chair Bushrod White and seconded by Member Kathy Kvasnicka to adjourn the June 11, 2020 Planning Commission meeting at 6:23 p.m.

Motion carried unanimously by voice vote.

**RECORD OF PROCEEDINGS  
FORT LUPTON PLANNING COMMISSION  
June 11, 2020**

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Stephanie Darnell, Planning Technician

Approved by Planning Commission

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Mike Simone, Chair

DRAFT



**PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT  
STAFF REPORT  
Project No. LUP2020-0017 & Plan No. SUP2020-0004**

**PROJECT DESCRIPTION**

Project No.: LUP2020-0017 / Plan No.: SUP2020-0004

Project Name: Pioneer Water Pipeline LLC Special Use Permit

Owner's Name: Spence McCallie with Pioneer Water Pipeline, LLC ("Applicant")

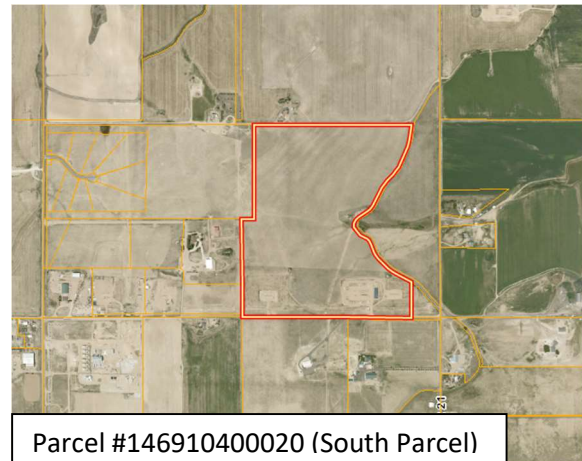
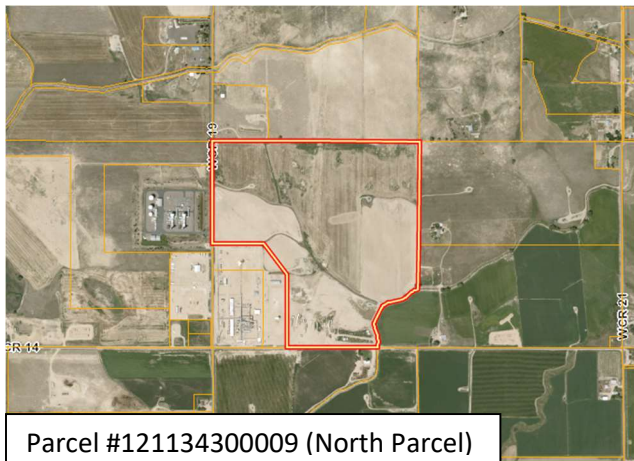
Representative: Pam Hora with Tetra Tech, Inc.

Location of Request:

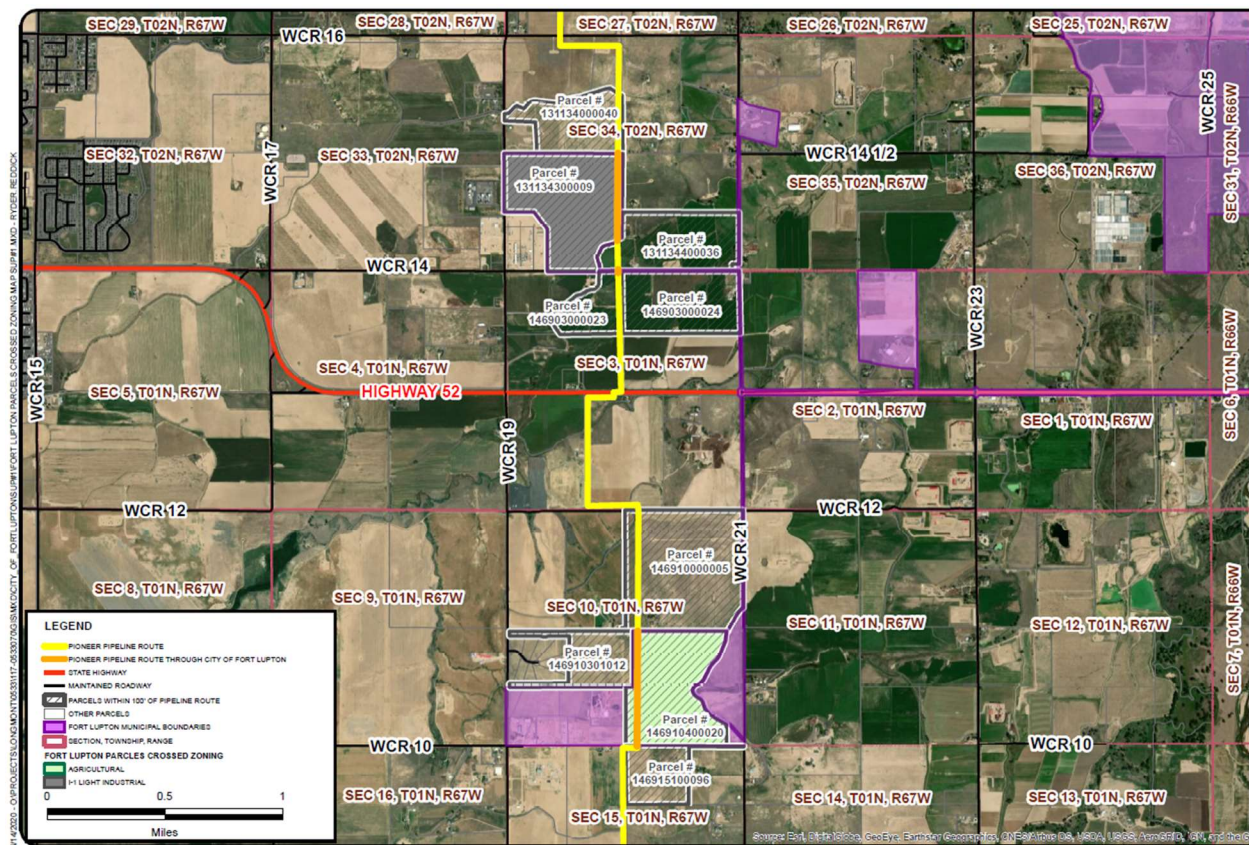
The proposed produced water pipeline will transport water from holding tanks at various well sites in both Adams County and Weld County, crossing through multiple municipalities including the City of Fort Lupton, the City of Brighton, and the City of Thornton. Two parcels within the City of Fort Lupton are effected.

The northern parcel is owned by Kerr-McGee Gathering, LLC (Parcel #121134300009). This parcel is located approximately 0.59 miles west of the intersection of County Road 21 and County Road 14, and is located in a portion of the Southwest Quarter of Section 24, Township 2 North, Range 67 West of the 6<sup>th</sup> P.M., City of Fort Lupton, County of Weld, Colorado. At this site, the pipeline transports water south to north along the eastern edge of the parcel.

The southern parcel is owned by 4 Z Investments, LLC (Parcel #146910400020). This parcel is located approximately 0.51 miles east of the intersection of County Road 19 and County Road 10, and is located in a portion of the Southeast Quarter of Section 10, Township 1 North, Range 67 West of the 6<sup>th</sup> P.M., City of Fort Lupton, County of Weld, Colorado. At this site, the pipeline transports water south to north along the western edge of the parcel.







### Nature of Request:

The Applicant has submitted a special use permit application for a produced water pipeline that will run through portions of the Fort Lupton city limits. The overall pipeline system is designed to transport produced water from holding tanks at various well sites in Adams County and Weld County. Within the City of Fort Lupton's municipal boundaries, the pipeline will be used to transport produced water from collection point holding tanks (all located outside the City of Fort Lupton municipal boundaries) to the water injection facility located in Weld County.

The pipeline will generally be installed by using traditional trench and cover techniques with a minimum of four feet of cover. All roads, railroads, ditches, waterways, and other sensitive areas will be crossed and installed by using horizontal directional drilling or auger boring to not impact the above-ground features.

Site Size: Parcel #121134300009 (north parcel) is 124.62 acres in size, more or less.

Parcel #146910400020 (south parcel) is 112.62 acres in size, more or less.

Zone District: Parcel #121134300009 (north parcel) is in the 'I-1' Light Industrial zone district.

Parcel #146910400020 (south parcel) is in the 'A' Agricultural zone district.

Proposed Use: The Applicant is proposing an underground produced water pipeline. Existing surface uses will continue.



Existing Use: Parcel #121134300009 (north parcel) contains oil and gas services. Parcel #146910400020 (south parcel) is vacant/agricultural with oil and gas operations within the southern portion of the property.

Hearing Dates: Planning Commission – June 11, 2020 at 6:00 PM; and  
City Council – July 7, 2020 at 7:00 PM

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado.

Staff Recommendation: Approval with conditions, as shown on the proposed resolution.

### **SUMMARY OF PREVIOUS APPLICATIONS**

Parcel #121134300009 (north parcel) was annexed into the City in 2018 as a portion of the Coal Ridge Annexation Nos. 1-4. This annexation also included CR 14 right-of-way that is within the City's jurisdiction. In 2019, a Special Use Permit was approved for a compressor station situated in the northwest portion of the parcel. Parcel #146910400020 (south parcel) was annexed in 2019 as a portion of the Zadel Annexation Nos. 1-6. This annexation also included CR 10 right-of-way that is within the City's jurisdiction.

### **APPLICATION PROCESS**

The Applicant is submitting a request for a special use permit for a produced water pipeline. A special use permit application is processed under [Section 16-7](#) of the Code.

After required public notice of the special use permit application, the Planning Commission shall consider the application, referral comments and any public testimony at a public hearing and make a recommendation to City Council to approve, approve with conditions or deny the special use permit. The Planning Commission's comments shall be based on the evidence presented, conformance with the Comprehensive Plan and compliance with the City's standards, regulations and policies.

The City Council shall then conduct a public hearing and evaluate the application, referral agency comments, Planning Commission recommendation and any public testimony, and shall approve, conditionally approve, continue for additional information or for further study or deny the application based on the evidence presented and compliance with the City's standards, regulations and policies and other guidelines.

### **NOTIFICATION REQUIREMENTS**

The Zoning Regulations require published notice of the hearings at least fifteen (15) days prior to the hearings. The Planning Commission and City Council hearings was published in the Fort Lupton Press on May 27, 2020.

The Zoning Regulations require that properties be posted 15 days prior to public hearing. The properties were posted May 28, 2020, which was 14 days prior to public hearings. Staff has determined that the public hearings do not need to be postponed in this situation for two reasons. First, this application is unique in that the surface land uses at both properties will not change. Second, posting at the property is not a statutory requirement. For both reasons, Staff, with advisement from the City Attorney, determined that a postponement of the public hearings would not be necessary.

Notice was mailed to neighbors within one-hundred (100) feet of the Property on May 26, 2020.

### **CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES**

The property is located within the 'I-1' Light Industrial Zone District and 'A' Agricultural Zone District. While water pipelines are not specifically mentioned, both zone districts list public utility facilities as permitted uses subject to the special use review and approval procedures set forth under Section 16-7 of the Fort Lupton Municipal Code (the "Code"). This proposal is of similar or like use and therefore requires a special use permit. A special use review requires a public hearing before Planning Commission and City Council. The intent of the special use permit is to provide flexibility, to provide a means for setting performance standards for individual land uses and to help diversify uses within a zoning district.

Section 16-7(d) states that the City shall use the following criteria to evaluate the Applicant's request:

1. The special use shall satisfy all applicable provisions of the Code and shall be consistent with the intent of the Comprehensive Plan.

Staff Comment: The use meets the provisions of the Code, specifically it meets the intent of the 'I-1' Light Industrial and 'A' Agricultural Zone Districts which allow for public facilities or similar uses with a special use permit.

2. The special use shall not substantially alter the character of the district or the neighborhood.

Staff Comment: The pipeline will be below grade and therefore will not affect the surrounding neighborhood character of the portion that runs through City limits.

3. The special use will result in efficient on- and off-site traffic circulation, and will not have an adverse impact on adjacent uses or present hazardous conditions for pedestrians or vehicles.

Staff Comment: After construction, the project will not affect traffic or pedestrians as the line will be unmanned and once constructed will not be visible.

4. Adequate conditions of approval shall address: traffic; activity levels; light; noise; odor; building type, style and scale; hours of operation; dust; erosion and other performance issues identified through the public hearing process.

Staff Comment: Because this is an unmanned line, there will be no impacts other than initial construction impacts.

5. The term of the special use permit and any reporting and inspection requirements as might be reasonably necessary to ensure compliance with conditions of approval may also be specified by the City Council.

Staff Comment: Staff has recommended conditions of approval to the Planning Commission. The Planning Commission may choose to add or remove conditions as it deems appropriate. Typically, a special use permit is non-transferable. The conditions of approval address this item.

## CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates this area as Agricultural & Rural Residential. This designation allows for agricultural and related uses as well as low density residential on the periphery of the planning area, intended to preserve a generally rural character. This also includes a variety of miscellaneous uses, such as isolated industrial businesses and semi-rural properties located under Estate Zoning. Given the availability of viable land for development in more appropriate districts, commercial or residential investment within agricultural areas should be discouraged. This will help limit unnecessary loss of agricultural lands and reduce the potential of suburban sprawl.

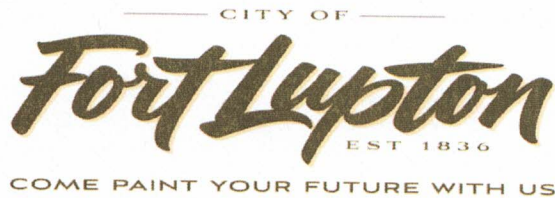
The produced water pipeline will be underground and therefore will not interfere with the agricultural & rural residential land uses located on the surface.

## REFERRALS

Referrals were provided to the list below. Any comments received are enclosed with the Planning Commission packet.

|                                                       |                          |                                      |
|-------------------------------------------------------|--------------------------|--------------------------------------|
| Buildings / Grounds Manager                           | OMI                      | City Attorney                        |
| GIS Specialist                                        | Public Works Director    | Fort Lupton Fire Protection District |
| CDOT                                                  | Colorado DRMS            | Colorado Parks and Wildlife          |
| Army Corp of Engineers                                | United Power             | Comcast                              |
| CenturyLink                                           | Xcel Energy              | Weld County Department of Planning   |
| Weld County Department of Public Health & Environment | Weld County Public Works | Town of Frederick                    |
| City of Dacono                                        | Bull Canal               |                                      |

***For more information on this development, please refer to the Planning Commission packet provided.  
Additional documents are available for review at the Fort Lupton City Hall.***



## Planning &amp; Building

130 S. McKinley Avenue  
Fort Lupton, CO 80621

Phone: 303.857.6694  
Fax: 303.857.0351

[www.fortlupton.org](http://www.fortlupton.org)

Project No. \_\_\_\_\_

## Land Use Application Form

### A. CONTACT INFORMATION

- 1) Property Owner Name: Spence McCallie, Vice President of Engineering  
 Company: Pioneer Water Pipeline, LLC  
 Phone: (303)815-1647 Email: smccallie@expedition-water.com  
 Address: 600 17th Street, Suite 725 S, Denver, Colorado, 80202  
 Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 2) Representative Name: Pam Hora, Senior Planner  
 Company: Tetra Tech, Inc  
 Phone: (720)864-4507 Email: pam.hora@tetrattech.com  
 Address: 1900 S. Sunset Street, Suite 1E, Longmont, Colorado, 80501  
 Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 3) Billing Contact (where invoices should be directed to): Spence McCallie, Vice President of Engineering  
 Billing Company: Pioneer Water Pipeline, LLC  
 Phone: (303)815-1647 Email: smccallie@expedition-water.com  
 Address: 600 17th Street, Suite 725 S, Denver, Colorado, 80202

### B. SITE DESCRIPTION

Site Address: Proposed produced water pipeline crossing multiple City of Fort Lupton parcels  
 Parcel Number: See Attached Lists for Parcels Crossed & Associated Zoning  
 Existing Zone Classification: See Attached Proposed Zone Classification: See Attached  
 Water Type: N/A Name: N/A  
 Sewage Type: N/A District Name or Location Hauled to: N/A

### C. APPLICATION TYPE (CHECK ALL THAT APPLY)

- |                                            |                                                        |                                                         |
|--------------------------------------------|--------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Sketch Plat       | <input type="checkbox"/> Administrative Site Plan      | <input type="checkbox"/> PUD Plan (Preliminary & Final) |
| <input type="checkbox"/> Preliminary Plat  | <input checked="" type="checkbox"/> Special Use Permit | <input type="checkbox"/> Variance                       |
| <input type="checkbox"/> Final Plat        | <input type="checkbox"/> Oil & Gas Permit              | <input type="checkbox"/> Administrative Variance        |
| <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Annexation & Initial Zone     | <input type="checkbox"/> Appeal                         |
| <input type="checkbox"/> Amended Plat      | <input type="checkbox"/> Change of Zone                | <input type="checkbox"/> Other: _____                   |
| <input type="checkbox"/> Site Plan         | <input type="checkbox"/> Comp Plan Amendment           |                                                         |

**D. PROJECT DESCRIPTION**Project Name: Pioneer Produced Water Pipeline

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

Pioneer Water Pipeline, LLC is submitting a Special Use Permit Application Package for the portion of the proposed Produced Water Pipeline that crosses through the City of Fort Lupton Municipal Boundaries. The pipeline will have an outside diameter of 12.75" and is being designed to transport produced water to a water injection facility in Unincorporated Weld County.

**E. REQUIRED DOCUMENTS**

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

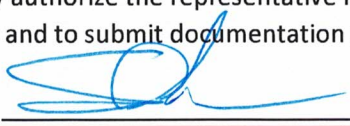
**F. CERTIFICATIONS****Representative Certification**

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

Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Owner Certification**

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

Owner:  Date: 3/5/20

See the attached executed property owner authorization forms and signed easement agreements included in this application package.

**For Office Use Only**

Received Date: \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Deemed Complete Date: \_\_\_\_\_

Fees Submitted: \_\_\_\_\_ Escrow Submitted: \_\_\_\_\_



## Instructions for Submitting the Land Use Application Form

### DEFINITIONS

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

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

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

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

### A. CONTACT INFORMATION

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

### B. SITE DESCRIPTION

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

### C. APPLICATION TYPE

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

### D. PROJECT DESCRIPTION

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

### E. REQUIRED DOCUMENTS

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

### F. CERTIFICATIONS

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

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

For any other questions, please contact the Planning Department at 303.857.6694 or [planningdept@fortlupton.org](mailto:planningdept@fortlupton.org).

## APPLICATION FOR SPECIAL USE PERMIT

A preapplication conference and site visit may be required prior to submitting the Special Use Permit Application. The applicant may meet with representatives from the Planning Department to discuss the applicant's intended submittal, the City's application requirements and processes and other information relevant to the proposed application. Please contact the Planning Department at 720-466-6128.

Applicant should provide the following:

1. Plat of area with proposed zoning with vicinity map identifying site and surrounding area. If you are constructing a new building or adding to an existing building as part of this application, you must also submit a plot plan, construction plans, and a drainage plan. Approval of the special use permit will be based upon the drawings submitted unless changes are recommended by the engineer, planning commission, or city council.
2. Information as requested.

The applicant is responsible for the following:

1. Posting a hearing notice on the property 15 days prior to the hearing.

Name of Property Owner: 4 Z Investments, LLP Phone: N/A

Address: 9075 County Road 10, Fort Lupton, Colorado 80621

Applicant (if different from owner): Pioneer Pipeline, LLC c/o Spence McCallie

Address: 600 17th Street, Suite 725 S, Denver, Colorado 80202

Home Phone: N/A Cell Phone: (303)815-7064

Address or location of Property for which Special Use Permit is being requested:

Parcel crossed owned by 4 Z Investments, LLP (Parcel #146910400020).

Legal Description Part of the SE1/4 Section 10, T1N, R67W of the 6th P.M. City of Fort Lupton, County of Weld, Colorado.

Current Zoning: Zoned Ag (Agriculture) See GIS Map included in application package.

**Reason for Request:**

The proposed pipeline project is necessary to transport produced water via pipeline from various well sites located in both Adams County and Weld County, Colorado. Without this pipeline gathering network in place, operators are forced to use tanker trucks to haul away this produced water to regional produced water injection facilities.

Please answer the following questions in detail.

**1. What is the proposed use?**

- The proposed use on the site is for construction of an underground Produced Water Pipeline (10-inch Nominal Diameter Schedule DR 9)

**2. How will the proposed use impact the surrounding properties as it relates to the following areas:**

**Noise** - There will be no noise associated with the operation of the pipeline.

**Dust** - During construction dust will be mitigated per the requirements and standards that are to be met by the State Approved APEN permit. A copy of this approved permit will be supplied to the City prior to construction of the pipeline.

**Odor** - There will be no odors associated with the operation on site.

**Safety** - Pioneer Pipeline, LLC is committed to safety and the project will comply with all Federal, State and local rules and regulations to provide safe, reliable service.

**Traffic** - The only traffic associated with this project will be during the construction period of the pipeline. Construction is expected to take between 8 and 10 weeks to fully construct the pipeline through the city limits. After construction there will be no traffic associated with the operation of the pipeline on these parcels crossed.

**Light** - There will be no associated lighting required or requested for this pipeline project.

**3. What are the proposed hours of operation?**

- While the pipeline is being installed, construction crews will limit their working hours to between 7am and 7pm Monday through Saturday unless mitigating construction factors during underground Boring operations are needed to take longer to finish the work; once the pipeline is constructed, it will operate 24 hours a day 365 days a year.

**4. Are you required to obtain any special licenses or permits through any other government agency? If yes, what types of licenses and permits are required?**

- The full scope of the pipeline project will require additional permits from multiple jurisdictions A list of required permits is included in the application summary statement and questionnaire included in this application package.

**5. If this application is for a daycare, how many children will you be caring for?**

- N/A

**6. If this application is for an assisted living facility, how many units will you have in the facility?**

- N/A

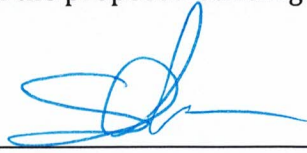
**7. How many employees will work at the proposed facility?**

N/A - there will be no employees on site once the pipeline is in operation.



The applicant hereby certifies that the above information, along with the attached plans and project descriptions, is correct. The applicant agrees to comply with the provisions of the zoning ordinances, building code and all other applicable sections of the City Code, Land Use Code, City Plan and all other laws and ordinances affecting the construction and occupancy of the proposed building.

Signatures: \_\_\_\_\_



Date: \_\_\_\_\_

3/5/20

## APPLICATION FOR SPECIAL USE PERMIT

A preapplication conference and site visit may be required prior to submitting the Special Use Permit Application. The applicant may meet with representatives from the Planning Department to discuss the applicant's intended submittal, the City's application requirements and processes and other information relevant to the proposed application. Please contact the Planning Department at 720-466-6128.

Applicant should provide the following:

1. Plat of area with proposed zoning with vicinity map identifying site and surrounding area. If you are constructing a new building or adding to an existing building as part of this application, you must also submit a plot plan, construction plans, and a drainage plan. Approval of the special use permit will be based upon the drawings submitted unless changes are recommended by the engineer, planning commission, or city council.
2. Information as requested.

The applicant is responsible for the following:

1. Posting a hearing notice on the property 15 days prior to the hearing.

Name of Property Owner: Kerr-Mcgee Gathering, LLC Phone: N/A

Address: 6446 County Road 19 Fort Lupton, Colorado 80621

Applicant (if different from owner): Pioneer Pipeline, LLC c/o Spence McCallie

Address: 600 17th Street, Suite 725 S, Denver, Colorado 80202

Home Phone: N/A Cell Phone: (303)815-7064

Address or location of Property for which Special Use Permit is being requested:

Parcel crossed owned by Kerr-Mcgee Gathering, LLC (Parcel #131134300009).

Legal Description Part of the SW1/4 Section 34, T2N, R67W of the 6th P.M. City of Fort Lupton, County of Weld, Colorado.

Current Zoning: Zoned I-1 (Light Industrial) See GIS Map included in application package.

**Reason for Request:**

The proposed pipeline project is necessary to transport produced water via pipeline from various well sites located in both Adams County and Weld County, Colorado. Without this pipeline gathering network in place, operators are forced to use tanker trucks to haul away this produced water to regional produced water injection facilities.

Please answer the following questions in detail.

**1. What is the proposed use?**

- The proposed use on the site is for construction of an underground Produced Water Pipeline (10-inch Nominal Diameter Schedule DR 9)

**2. How will the proposed use impact the surrounding properties as it relates to the following areas:**

**Noise** - There will be no noise associated with the operation of the pipeline.

**Dust** - During construction dust will be mitigated per the requirements and standards that are to be met by the State Approved APEN permit. A copy of this approved permit will be supplied to the City prior to construction of the pipeline.

**Odor** - There will be no odors associated with the operation on site.

**Safety** - Pioneer Pipeline, LLC is committed to safety and the project will comply with all Federal, State and local rules and regulations to provide safe, reliable service.

**Traffic** - The only traffic associated with this project will be during the construction period of the pipeline. Construction is expected to take between 8 and 10 weeks to fully construct the pipeline through the city limits. After construction there will be no traffic associated with the operation of the pipeline on these parcels crossed.

**Light** - There will be no associated lighting required or requested for this pipeline project.

**3. What are the proposed hours of operation?**

- While the pipeline is being installed, construction crews will limit their working hours to between 7am and 7pm Monday through Saturday unless mitigating construction factors during underground Boring operations are needed to take longer to finish the work; once the pipeline is constructed, it will operate 24 hours a day 365 days a year.

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- N/A

**6. If this application is for an assisted living facility, how many units will you have in the facility?**

- N/A

**7. How many employees will work at the proposed facility?**

N/A - there will be no employees on site once the pipeline is in operation.

The applicant hereby certifies that the above information, along with the attached plans and project descriptions, is correct. The applicant agrees to comply with the provisions of the zoning ordinances, building code and all other applicable sections of the City Code, Land Use Code, City Plan and all other laws and ordinances affecting the construction and occupancy of the proposed building.

Signatures:  \_\_\_\_\_

Date: 3/5/20 \_\_\_\_\_



# **PIONEER PIPELINE, LLC**

## **Pioneer Produced Water Pipeline Project**

### **City of Fort Lupton**

### **Special Use Permit Application**



**Prepared By:**  
**Tetra Tech, Inc.**  
**1900 S Sunset Street, Suite 1E**  
**Longmont, Colorado 80501**  
**(720)772-5282**  
**Ryder Reddick, Planner**

**Prepared For:**  
**Pioneer Pipeline, LLC**  
**600 17<sup>th</sup> Street, Suite 725 S**  
**Denver, Colorado 80202**  
**(303) 815-7064**  
**Spence McCallie**

**Prepared & Submitted on April 14, 2020**

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## APPENDICES

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- Appendix A: Fort Lupton Land Use Applications
- Appendix B: Fort Lupton Deposit Agreement
- Appendix C: Property Owner Deeds & Authorization
- Appendix D: Fort Lupton Parcel, Zoning, & Vicinity Maps
- Appendix E: Surrounding Property Owners List (Within 100 Feet)
- Appendix F: Preliminary SUP Map
- Appendix G: Surrounding Property Owners Details

## 1.0 PROJECT INTRODUCTION

Pioneer Water Pipeline, LLC is submitting this Special Use Permit (SUP) Application for the Pioneer Water Pipeline project. The project involves the construction of a Produced Water Pipeline within the City limits of Fort Lupton. This application has been prepared in accordance with the City of Fort Lupton published Special Use Permit requirements and criteria called out in the City of Fort Lupton Municipal Code chapters 16 and 17.

The overall pipeline system is designed to transport produced water from holding tanks at various well sites in both Adams County and Weld County, Colorado; the pipeline will cross through multiple municipalities including the City of Fort Lupton, the City of Brighton, and the City of Thornton. The destination point for the produced water is a produced water injection facility approved by Weld County under USR18-0029, located in unincorporated Weld County on Weld County Road 19, north of the intersection with Weld County Road 18. The diameter of the pipeline will be no larger than 12 inches nominal diameter at any point along the pipeline route. Once the pipeline is built, there will be no traffic associated with the operation of the pipeline.

Within the City of Fort Lupton's municipal boundaries, the pipeline will be used to transport produced water from collection point holding tanks (all located outside of the City of Fort Lupton municipal boundaries) to the water injection facility. The permitting of the Pioneer Water Pipeline through the SUP process will be completed through two separate SUP applications. This application is for the main trunk line through Fort Lupton that has the requisite easement agreements. A future application will be submitted for the additional stretch of the pipeline route that will connect to the main trunk line. At this time, the necessary easement agreements are still being negotiated with the property owners for this additional stretch of pipeline and the second application will be submitted for this stretch as soon as those negotiations are complete.

### 1.1 NEED, PURPOSE, AND BENEFITS

This proposed pipeline project is necessary to transport produced water from various well sites located in both Adams County and Weld County, Colorado. Produced water is a byproduct of the oil and gas extraction process at these well sites; the water is collected during the extraction process and subsequently transported to treatment or disposal facilities. Without pipeline gathering networks in place, operators are forced to use tanker trucks to haul away this produced water and transport it to regional produced water treatment or disposal facilities. Given the overall size of the operation, this process currently adds a significant number of trucks to local collector roads and highways. This increases risk to local motorists and pedestrians, wear on infrastructure, pollution from vehicle emissions and hazards to the environment. Once the proposed pipeline is in place, approximately 300 trucks per day will be removed from the roads, which will be a significant benefit for the City of Fort Lupton and the surrounding area.

The proposed pipeline covered under this SUP application will not substantially alter the character of the districts or neighborhoods in which it is developed; almost all of the project within the City's jurisdiction will be developed underground and along easements obtained from individual property owners and parcels it proposes to cross. The small portion proposed above ground will be located on the Kerr-McGee Gathering, LLC (Parcel #131134300009) currently developed for oil and gas operations, limiting any impacts it will have on the surrounding area.

### 1.2 PIPELINE ROUTE (WITHIN THE CITY OF FORT LUPTON)

The location of the pipeline through the City of Fort Lupton, as well as a full overview map of the entire pipeline route, can best be understood by looking at the map provided in Appendix D. Below is a written description of the location of the proposed pipeline.

The proposed produced water pipeline will enter the City of Fort Lupton's municipal boundaries on a parcel of land owned by 4 Z Investments, LLC (Parcel #146910400020) located in the SE1/4 of Section 10, Township 1N, Range

67W of the 6<sup>th</sup> P.M. City of Fort Lupton, County of Weld, Colorado. At this location, the pipeline will travel directly north, approximately ½ mile, entirely across the 4 Z Investments, LLC property before exiting the City of Fort Lupton municipal boundaries. From there, the pipeline will continue to travel in a general north direction approximately 1.5 miles before entering the City of Fort Lupton municipal boundaries for a second time. At this point, the pipeline will cross the City of Fort Lupton maintained County Road 14 right-of-way and exit the City-maintained area once again. The pipeline will continue to travel north approximately 550 feet before again entering the City's jurisdictional boundaries for a third time, onto a parcel owned by Kerr-McGee Gathering, LLC (Parcel #131134300009) located in the SW ¼ of Section 34, Township 2N, Range 67W of the 6<sup>th</sup> P.M. City of Fort Lupton, County of Weld, Colorado. Once on the Kerr-McGee Gathering, LLC parcel, the pipeline will travel directly north a little less than a ½ mile before leaving the parcel and the City of Fort Lupton for the final time.

### **1.3 INFRASTRUCTURE REQUIRED WITHIN CITY LIMITS (PRODUCED WATER PIPELINE SPECIFICATIONS)**

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The Pioneer Water Pipeline will be a produced water pipeline gathering system comprised of High-Density Polyethylene (HDPE) pipe with a Raised Temperature (PE-RT). The portions of the pipeline proposed with this SUP application will be a 12-inch nominal diameter DR11 PE-RT pipeline, designed for an operating temperature of 150 degrees Fahrenheit (DegF) and a maximum operating temperature of 180 DegF. This combination of temperature and wall thickness for the pipeline, within the City Municipal Boundaries, yields a Maximum Operating Pressure (MOP) of 128 psig.

Currently, there is only one above-ground appurtenance area planned within the City of Fort Lupton's municipal boundaries. This above-ground appurtenance area will be located on the Kerr-McGee Gathering, LLC parcel (parcel #131134300009). It will include a 40-foot x 30-foot designated area that will house one launcher and up to two receivers on-site. This above-ground equipment area is shown on the SUP preliminary map provided (see Appendix F).

The pipeline will generally be installed by using traditional trench and cover techniques with a minimum of four feet of cover; it will include tracer wire and pipeline markers for positive location of the pipeline in the future. All roads, railroads, ditches, waterways, and other sensitive areas will be crossed and installed by using Horizontal Directional Drilling (HDD) or Auger Boring (aka Pipe-Jacking) to not impact the above-ground features. The specifications for the pipeline are listed below:

|                           |                                                    |
|---------------------------|----------------------------------------------------|
| Outside Diameter of pipe: | 12.750 inches                                      |
| W.T. of the pipe:         | 1.159 inches min                                   |
| Design Stress:            | 642psi @150 Deg F per ISO 9080 (1160psi @70 Deg F) |

### **1.4 CONSTRUCTION SCHEDULE**

---

The time of construction for the Pioneer Pipeline included in this SUP application is dependent on the timing of the permitting of other reaches of the pipeline outside of the City of Fort Lupton. Within the City of Fort Lupton, construction of the portion of the pipeline covered under this SUP is currently expected to begin as soon as possible in the Spring of 2020 and is anticipated to take approximately 3 weeks to complete. Following approval of the SUP by the City of Fort Lupton, Pioneer Water Pipeline will update the City on the construction schedule.

Once construction commences, construction crews will limit their working hours of operation between 7:00 a.m. and 7:00 p.m. Monday through Saturday, unless mitigating construction factors during underground boring operations are needed to finish the work.



## 2.0 APPLICATION FOR SPECIAL USE PERMIT

This SUP Application and all accompanying Appendices have been developed in accordance with the City of Fort Lupton published criteria at the time of submittal. Appendix A of this application package contains a complete Land Use Application Form signed by Pioneer Water Pipeline and two Application for Special Use Permit forms signed by the two property owners (4 Z Investments and Kerr McGee).

### 2.1 DEPOSIT AGREEMENT & APPLICATION FILING FEE

Appendix B of this application package includes a signed and notarized City of Fort Lupton deposit agreement. Electronic payment will be made after initial review of the application by the City in the amount of \$3,650 to cover the initial fee deposit of \$2,500 plus the \$1,150 Special Use Permit application fee.

### 2.2 PROOF OF OWNERSHIP & AUTHORIZATION

For both parcels crossed, Pioneer Pipeline will obtain an easement along the full extent of the pipeline route prior to construction of the line. Within the City of Fort Lupton municipal boundaries, the SUP application for the pipeline proposes to cross two parcels owned by two different property owners.

Pioneer is currently in good-faith negotiations with all the property owners impacted along the pipeline route to finalize non-exclusive right-of-way and easement agreements for this pipeline through these parcels. All required recorded pipeline easement agreements will be supplied to the City as a condition of approval of the Special Use Permit prior to construction of the pipeline. The application submittal includes authorization forms signed by each property owner crossed within Fort Lupton's municipal boundaries. The authorization forms state Pioneer Pipeline, LLC is authorized to apply for all City of Fort Lupton permits required for this proposed pipeline project across each property owner's parcel. Appendix C contains copies of the authorization forms.

The only other land crossed within the City municipal boundaries is right-of-way for WCR 14 that is maintained by City of Fort Lupton. A right-of-way crossing permit will be obtained from the City for this crossing.

### 2.3 VICINITY MAPS

Appendix D contains a vicinity map showing the pipeline route crossing through the City of Fort Lupton municipal boundaries (Figure 1) and an overview map showing the overall pipeline route through Adams County and Weld County (Figure 2).

### 2.4 ADDITIONAL STATE PERMITTING NEEDS & APPROVAL STATUS

For this pipeline project, two State of Colorado Division of Health and Environment (CDPHE) approved permits are needed prior to construction within the City of Fort Lupton municipal boundaries. CDPHE requires that an Air Pollutant Emissions Notice (APEN) Permit be approved prior to construction of the pipeline for dust control during the initial construction phase of the overall pipeline. CDPHE also requires an updated and approved Stormwater Management Plan prior to construction of the project. Currently, all State applications are being processed with CDPHE and copies of the approved permits will be provided to the City of Fort Lupton for review prior to final approval of the SUP permit.

## **2.5 LIST OF PROPERTY OWNERS**

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Appendix E of the application package contains a map and a detailed list showing all parcels within 100 feet of the proposed pipeline route and address for each parcel in that 100-foot buffered area. Also included is a full set of No. 10 envelopes with mailing labels added for all property owners within 100 feet of the proposed pipeline crossing, first-class postage included, and the City of Fort Lupton's return address added.

## **2.6 SPECIAL USE PERMIT ALIGNMENT MAP**

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Appendix F of the application package contains a preliminary SUP alignment map to be reviewed by the City for completeness. Prior to final approval of the SUP map for final signoff and recording, any additional items such as development standards and recorded easement information will be added to the map by Pioneer's surveyor per the City's request.

## **2.7 COMMUNITY OUTREACH**

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While community outreach is not a requirement of the SUP application process, on March 2, 2020, Pioneer mailed project information to all property owners within 100 feet of the full extent of the proposed pipeline to be permitted through Fort Lupton. As mentioned at the beginning of this document, Pioneer Pipeline is still negotiating with some of the landowners.

Each of the neighboring property owners received documents that included a notice letter explaining the pipeline project, contact information for submitting questions, a FAQ Sheet, a diagram to illustrate how the pipeline transportation system will replace trucking; and a map showing the pipeline alignment through Fort Lupton. All documentation provided in this outreach mailer is included in Appendix G. To date, we have not received feedback from any neighbors.

This SUP application includes only a portion of the pipeline through Fort Lupton. Another SUP application will be submitted when agreements are concluded with the remaining landowners that will have a portion of the pipeline on their property.

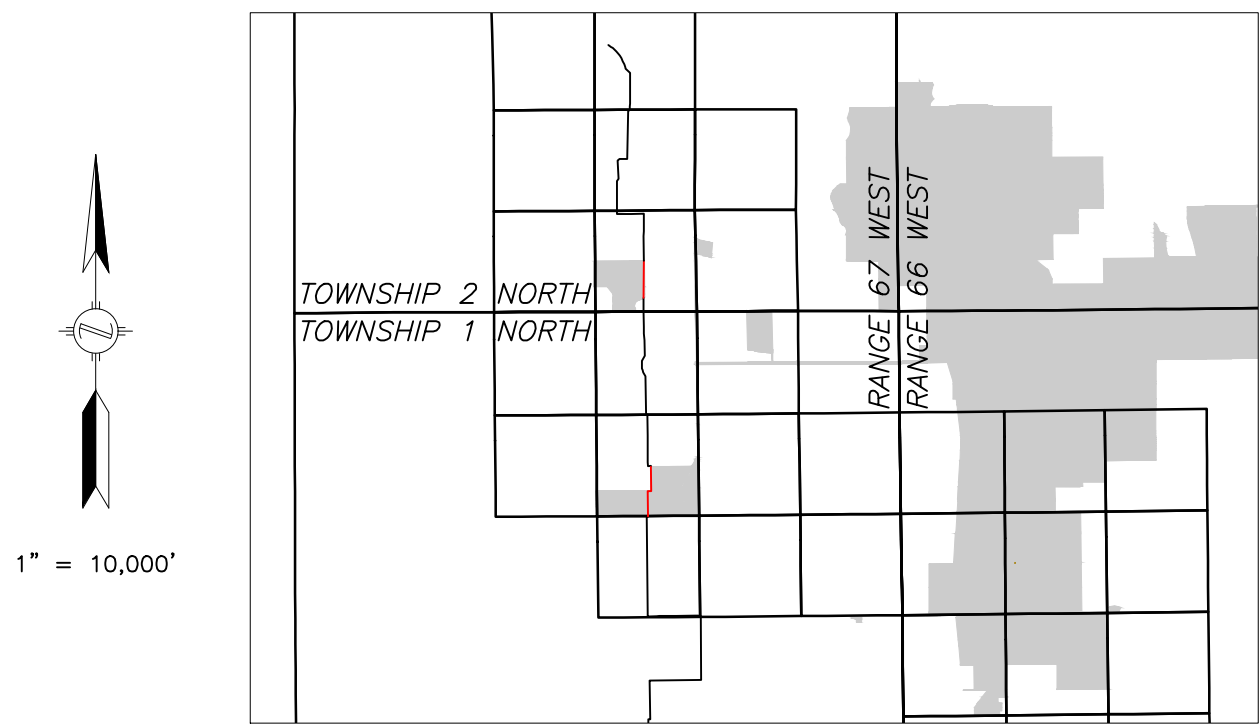
PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT  
PROJECT NO. SUP2020-###  
Being part of Section 10, Township 1 North, Range 67 West and Section 34, Township 2  
North Range 67 West of the 6th P.M. Weld County, Colorado

GENERAL LEGAL DESCRIPTION FOR WATER ALIGNMENT

BEGINNING IN SECTION 27, TOWNSHIP 1 NORTH, RANGE 66 WEST AND CONTINUING THROUGH FT LUPTON AT TWO DIFFERENT LOCATIONS ALONG THE LATERAL AND MAINLINE, WHICH ENDS AT SECTION 22, TOWNSHIP 2 NORTH, RANGE 67 WEST.

ROUTE INTERSECTS FORT LUPTON CITY LIMITS WITHIN SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST, AND SECTION 34, TOWNSHIP 2 NORTH, RANGE 67 WEST.

VICINITY MAP



LEGAL DESCRIPTION OF WATER EASEMENTS (CONTINUED)

PARCEL 6 - CO-WELD-1-19 (SHEETS 2 & 3)

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY 4 Z INVESTMENTS, LLP AND IS LOCATED IN A PART OF THE SE 1/4 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST, OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO;

A 10 FEET WIDE PERMANENT EASEMENT, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SE CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND MONUMENT WITH ALUMINUM CAP "PLS 38213"), FROM WHICH THE S 1/4 CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND 1/2" IRON ROD WITH CAP "PLS 30462") BEARS N 89°34'00" W, A DISTANCE OF 2,655.57 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND, S 89°34'00" W, A DISTANCE OF 2,647.28 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES:

- 1) N 00°28'11" W, A DISTANCE OF 1,308.50 FEET;
- 2) N 88°52'07" E, A DISTANCE OF 176.08 FEET;
- 3) N 00°25'47" W, A DISTANCE OF 1,261.12 FEET;
- 4) N 01°01'00" W, A DISTANCE OF 5.70 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS, FROM WHICH THE E 1/4 CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND MONUMENT WITH CAP "PLS 38213") BEARS N 87°55'24" E, A DISTANCE OF 2,467.36 FEET.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 2,751.4 FEET (166.75 RODS), CONTAINING A COMBINED AREA OF 27,512.97 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

PARCEL 7 - CO-WELD-1-19 (SHEET 4)

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY KERR MCGEE GATHERING LLC AND IS LOCATED IN A PART OF THE E 1/2 / SW 1/4 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO;

A 10 FEET WIDE PERMANENT EASEMENT, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

CENTERLINE DESCRIPTION

COMMENCING AT THE SW CORNER OF SAID SECTION 34 (AS MONUMENTED BY A FOUND IRON ROD WITH CAP "PLS 25937"), FROM WHICH THE W 1/4 CORNER OF SAID SECTION 34 (AS MONUMENTED BY A FOUND IRON ROD WITH CAP "PLS ILLEGIBLE") BEARS N 00°32'54" W, A DISTANCE OF 2,642.51 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE N 73°53'35" E, A DISTANCE OF 2,659.21 FEET TO A POINT ON A SOUTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES:

- 1) N 00°04'02" E, A DISTANCE OF 1,896.14 FEET;
- 2) N 00°14'03" W, A DISTANCE OF 24.26 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS, FROM WHICH THE SAID W 1/4 CORNER OF SAID SECTION 34 BEARS S 89°36'23" W, A DISTANCE OF 2,582.31 FEET.

THE SIDE LINES OF SAID EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 1,922.39 FEET (116.51 RODS), CONTAINING AN AREA OF 19,224.7650 SQUARE FEET OR 0.44 ACRES, MORE OR LESS.

GENERAL NOTES

1. The property shall be maintained to the curb or roadway if no curb exists.
2. Any transfer of ownership of the Special Use Permit must be approved by Fort Lupton City Council.
3. In the event traffic numbers and usage significantly exceed those represented by the Property Owner and relied upon by the City for compilation of the traffic study applicable to this project, future improvements to the truck routes may be required by the City for reasons related to site activity or truck circulation patterns and numbers, roadway classification changes and newly permitted facilities affecting the truck haul route traffic usage. Property Owner shall pay a proportionate cost share of future improvements not described herein based on the Property Owner's percentage of truck total trips using the current data on the haul route in comparison to the numbers and usage represented by Applicant in compilation of the traffic study. The City may retain a third party traffic study consultant to evaluate traffic data usage by Property Owner and provide said study to Property Owner prior to the imposition of any costs stated herein.

OWNER'S APPROVAL

Know All Men By These Presents, that Pioneer Water Pipeline LLC, being the sole owner or grantee, as applicable, of the real property interests described herein, does hereby consent to this plat.

IN WITNESS WHEREOF, I have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

Pioneer Water Pipeline LLC

By: \_\_\_\_\_  
<name & title of Pioneer rep here>

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of Pioneer Water Pipeline LLC on this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY ENGINEER'S APPROVAL

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
City Engineer

CITY WATER AND SEWER DEPARTMENT APPROVAL

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Director of Public Works

CITY ADMINISTRATOR'S APPROVAL

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
City Administrator

PLANNING COMMISSION RECOMMENDATION

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020, by Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
Chairperson, Fort Lupton Planning Commission

MAYOR'S CERTIFICATE

This is to certify that a plat of the above-described property was approved by a resolution no. \_\_\_\_\_ of the City of Fort Lupton passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, A.D., 2020, and that the Mayor of the City of Fort Lupton, as authorized by said resolution no. \_\_\_\_\_, on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said plat upon which this certificate is endorsed for all purposes indicated thereon.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(seal)

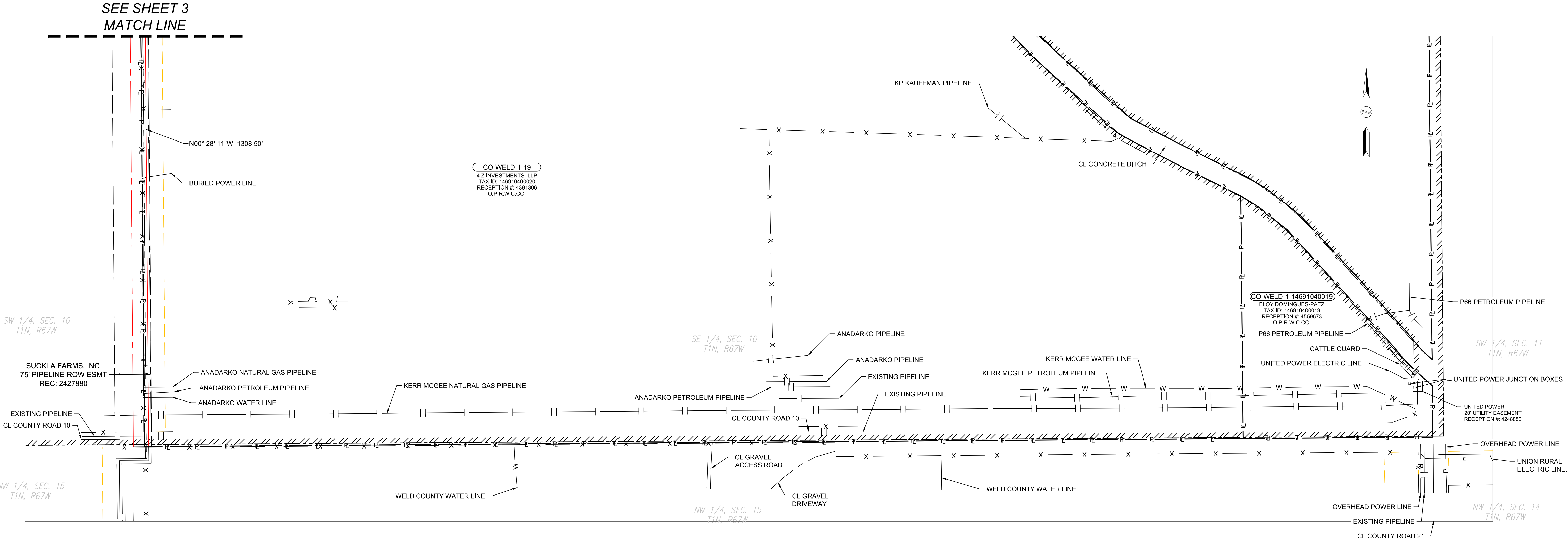
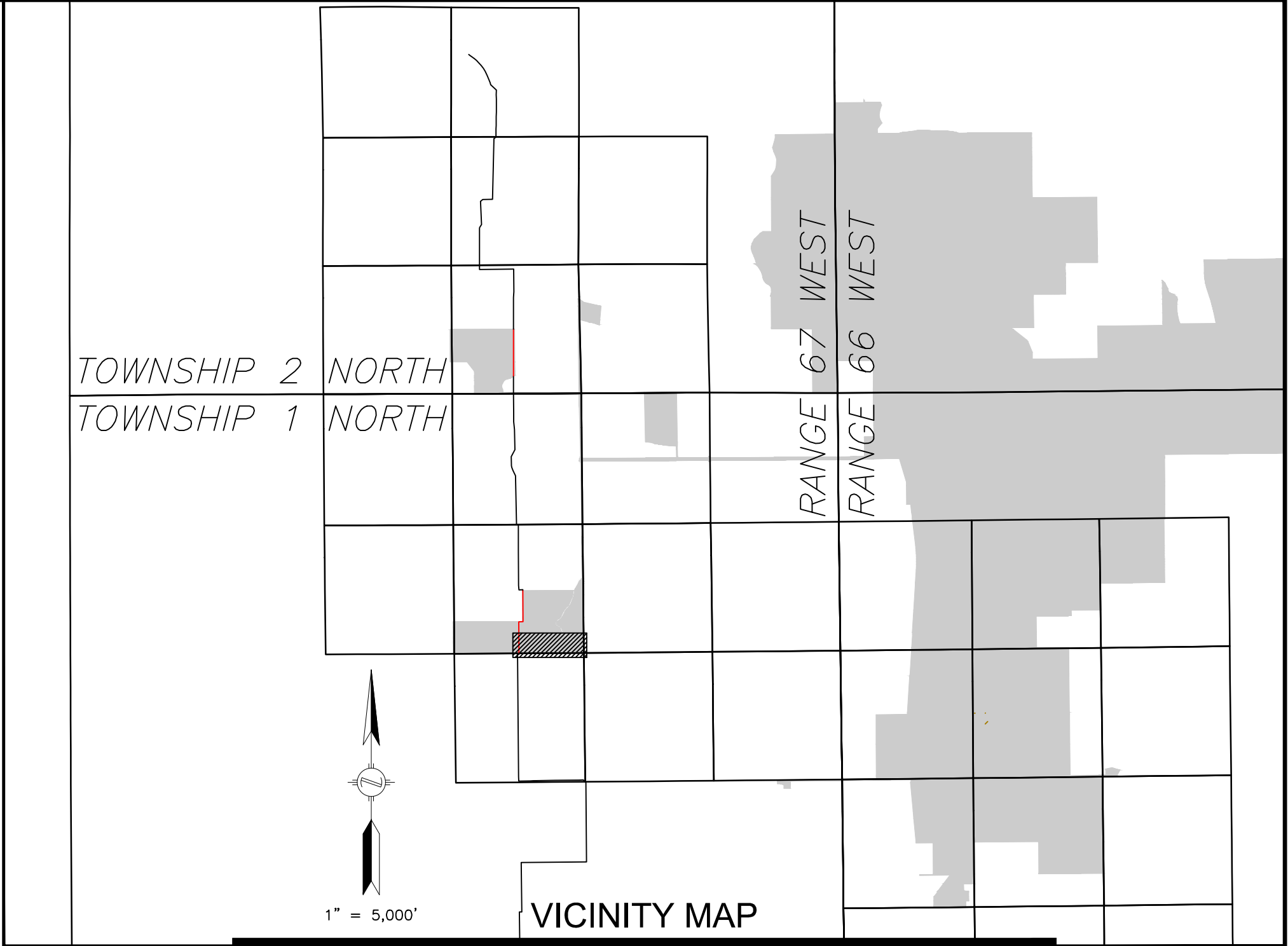
FOR REVIEW ONLY

| REV | DATE     | REVISION                     | CHECKS/APPROVALS |              |
|-----|----------|------------------------------|------------------|--------------|
| 0   | 03/06/20 | ISSUED FOR REVIEW            | SCALE:           | AS NOTED     |
| 1   | 04/09/20 | UPDATED DRAWING PER REDLINES | DWN. BY:         | RAS 03/06/20 |
|     |          |                              | CHK. BY:         | JAW 03/06/20 |
|     |          |                              | APPD. BY:        | WJC 03/06/20 |
|     |          |                              | JOB NO:          | 62100        |
|     |          |                              | AFE NO:          |              |

|                                                                                                                                                                                |                                                                                         |                                                                                                                                                                                                                                                         |                   |                |                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------|---------------------------------------------------------------------------------------|
| <br> | ENCOMPASS ENERGY SERVICES<br>14800 S. MARY'S LANE<br>SUITE 230<br>HOUSTON, TX 77079 USA | SUP2020-###<br>BEING A PORTION OF<br>TOWNSHIP 1 NORTH, RANGE 67 WEST,<br>SECTION 10<br>AND<br>TOWNSHIP 2 NORTH, RANGE 67 WEST,<br>SECTION 34<br>PREPARED FOR:<br><b>PIONEER WATER PIPELINE LLC</b><br>2015 CLUBHOUSE DRIVE SUITE 201, GREELEY, CO 80634 |                   |                |  |
|                                                                                                                                                                                |                                                                                         | DWG NO:<br><b>62100-FL-PER-001</b>                                                                                                                                                                                                                      | SHEET<br><b>1</b> | OF<br><b>4</b> |                                                                                       |
|                                                                                                                                                                                |                                                                                         |                                                                                                                                                                                                                                                         |                   |                |                                                                                       |

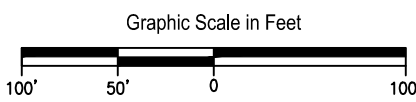


PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT  
PROJECT NO. SUP2020-###  
Being part of Section 10, Township 1 North, Range 67 West and Section 34, Township 2  
North Range 67 West of the 6th P.M. Weld County, Colorado

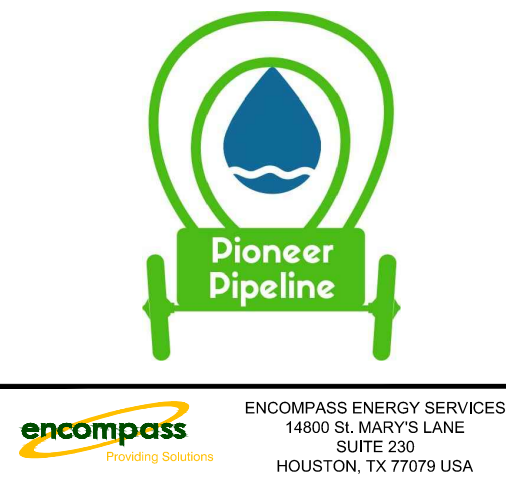


FOR REVIEW ONLY

| LEGEND |                                                                  |  |                   |
|--------|------------------------------------------------------------------|--|-------------------|
|        | PROPOSED TRANSMISSION LINE                                       |  | EXISTING PIPELINE |
|        | PERMANENT EASEMENT BOUNDARY                                      |  | WATER SUPPLY LINE |
|        | TEMPORARY EASEMENT BOUNDARY                                      |  | C/L ROAD          |
|        | APPROXIMATE CITY BOUNDARY BASED ON ARCGIS FORT LUPTON ZONING MAP |  | C/L WATERBODY     |
|        | AGRICULTURAL ZONE                                                |  | OVERHEAD POWER    |
|        | PROPERTY LINE                                                    |  | FIBER OPTIC CABLE |
|        | SECTION LINE                                                     |  | ELECTRIC LINE     |
|        | FENCE LINE                                                       |  | TELEPHONE LINE    |
|        |                                                                  |  | POWER POLE        |



| REV | DATE     | REVISION                     | CHECKS/APPROVALS       |
|-----|----------|------------------------------|------------------------|
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| 1   | 04/09/20 | UPDATED DRAWING PER REDLINES | DWN. BY: RAS 03/06/20  |
|     |          |                              | CHK. BY: JAW 03/06/20  |
|     |          |                              | APPD. BY: WJC 03/06/20 |
|     |          |                              | JOB NO: 62100          |
|     |          |                              | AFE NO:                |



SUP2020-###  
BEING A PORTION OF  
TOWNSHIP 1 NORTH, RANGE 67 WEST,  
SECTION 10  
AND  
TOWNSHIP 2 NORTH, RANGE 67 WEST,  
SECTION 34  
PREPARED FOR:

PIONEER WATER PIPELINE LLC  
2015 CLUBHOUSE DRIVE SUITE 201, GREELEY, CO 80634

|                  |       |    |      |
|------------------|-------|----|------|
| DWG NO:          | SHEET | OF | REV: |
| 62100-FL-PER-002 | 2     | 4  | 1    |



TOWNSHIP 2 NORTH

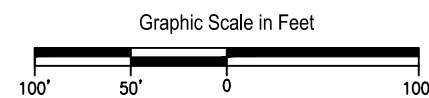
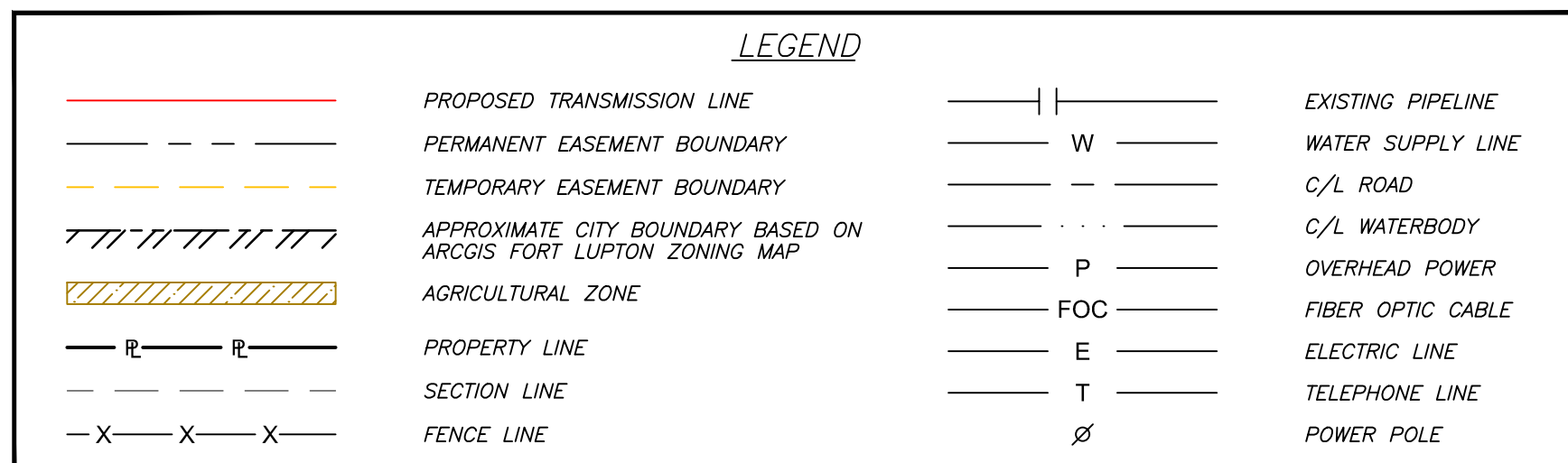
TOWNSHIP 1 NORTH

RANGE 67 WEST

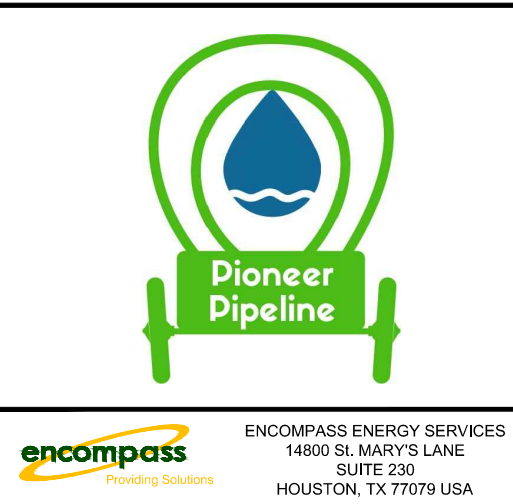
RANGE 66 WEST

1" = 5,000'

VICINITY MAP



| REV | DATE     | REVISION                     | CHECKS/APPROVALS |       |          |
|-----|----------|------------------------------|------------------|-------|----------|
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SUP2020-###  
BEING A PORTION OF  
TOWNSHIP 1 NORTH, RANGE 67 WEST,  
SECTION 10  
AND  
TOWNSHIP 2 NORTH, RANGE 67 WEST,  
SECTION 34

PREPARED FOR:

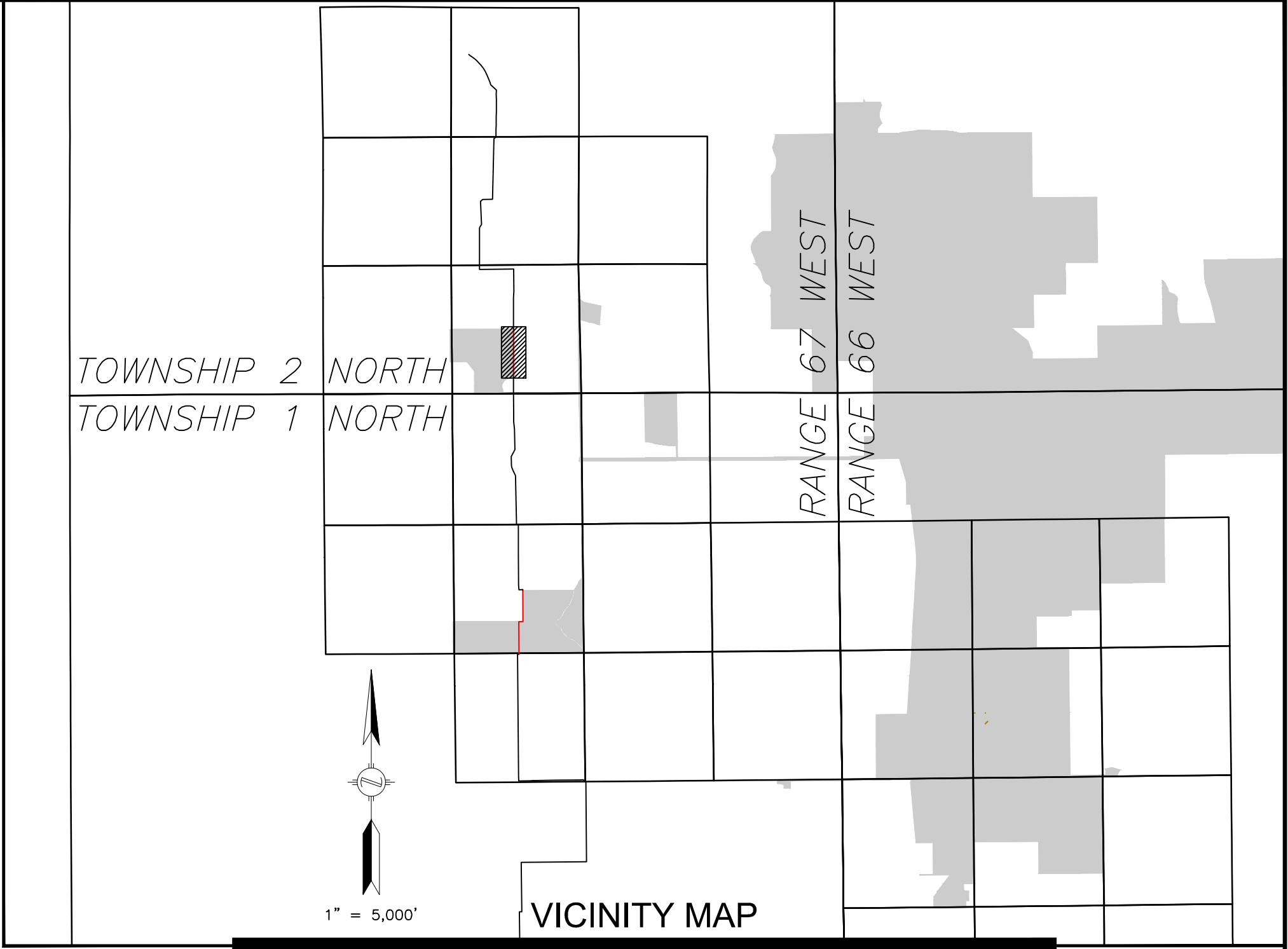
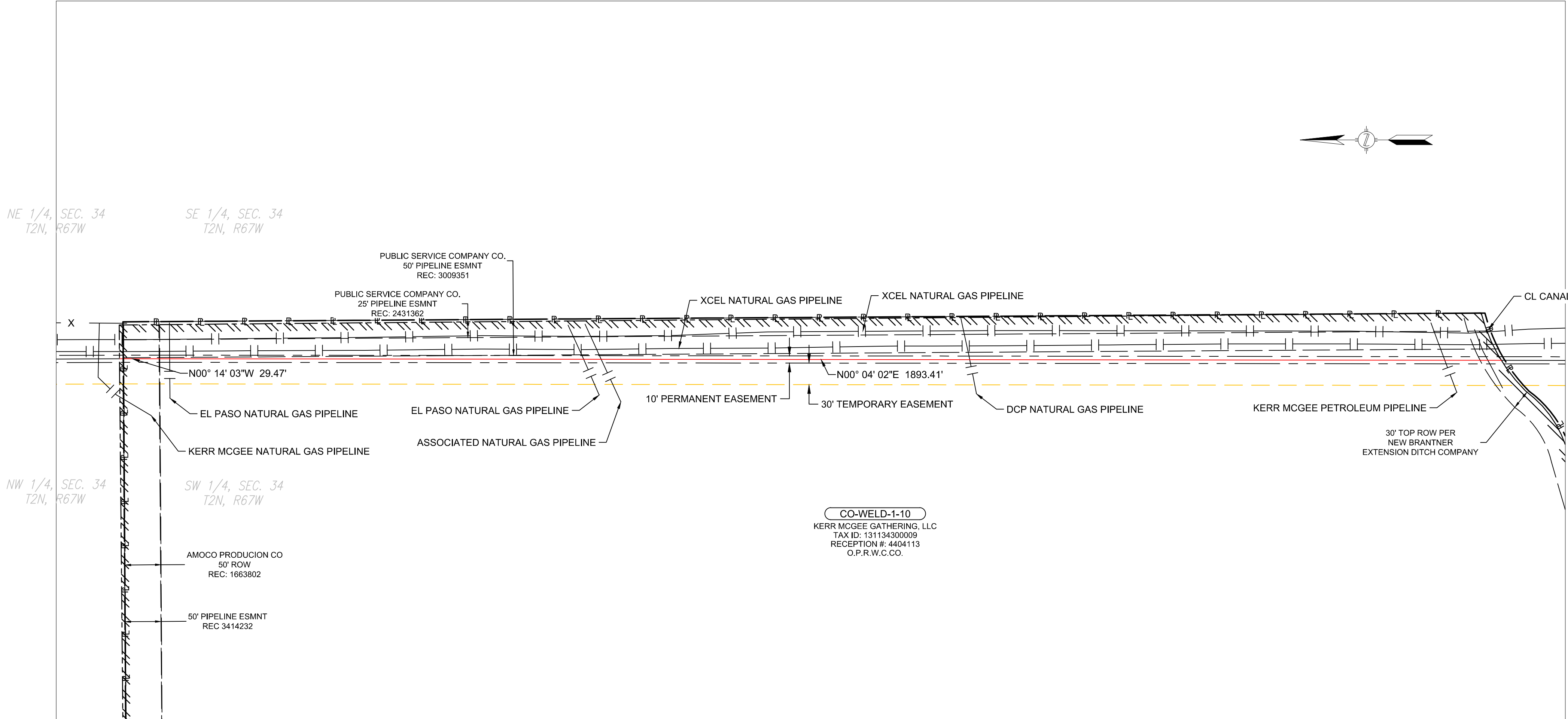
PIONEER WATER PIPELINE LLC

2015 CLUBHOUSE DRIVE SUITE 201, GREELEY, CO 80634

|                  |       |    |    |
|------------------|-------|----|----|
| DWG NO:          | SHEET | OF | RE |
| 62100-FL-PER-003 | 3     | 4  |    |



PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT  
PROJECT NO. SUP2020-###  
Being part of Section 10, Township 1 North, Range 67 West and Section 34, Township 2  
North Range 67 West of the 6th P.M. Weld County, Colorado



FOR REVIEW ONLY

| LEGEND |                                                                  |  |                   |
|--------|------------------------------------------------------------------|--|-------------------|
|        | PROPOSED TRANSMISSION LINE                                       |  | EXISTING PIPELINE |
|        | PERMANENT EASEMENT BOUNDARY                                      |  | WATER SUPPLY LINE |
|        | TEMPORARY EASEMENT BOUNDARY                                      |  | C/L ROAD          |
|        | APPROXIMATE CITY BOUNDARY BASED ON ARCGIS FORT LUPTON ZONING MAP |  | C/L WATERBODY     |
|        | AGRICULTURAL ZONE                                                |  | OVERHEAD POWER    |
|        | PROPERTY LINE                                                    |  | FIBER OPTIC CABLE |
|        | SECTION LINE                                                     |  | ELECTRIC LINE     |
|        | FENCE LINE                                                       |  | TELEPHONE LINE    |
|        |                                                                  |  | POWER POLE        |

| REV | DATE     | REVISION                     | CHECKS/APPROVALS       |
|-----|----------|------------------------------|------------------------|
| 0   | 03/06/20 | ISSUED FOR REVIEW            | SCALE: AS NOTED        |
| 1   | 04/09/20 | UPDATED DRAWING PER REDLINES | DWN. BY: RAS 03/06/20  |
|     |          |                              | CHK. BY: JAW 03/06/20  |
|     |          |                              | APPD. BY: WJC 03/06/20 |
|     |          |                              | JOB NO: 62100          |
|     |          |                              | AFE NO:                |

Graphic Scale in Feet  
100' 50' 0' 100'

encompass  
ENCOMPASS ENERGY SERVICES  
14800 S. MARY'S LANE  
SUITE 230  
HOUSTON, TX 77079 USA

SUP2020-###  
BEING A PORTION OF  
TOWNSHIP 1 NORTH, RANGE 67 WEST,  
SECTION 10  
AND  
TOWNSHIP 2 NORTH, RANGE 67 WEST,  
SECTION 34  
PREPARED FOR:  
**PIONEER WATER PIPELINE LLC**  
2015 CLUBHOUSE DRIVE SUITE 201, GREELEY, CO 80634

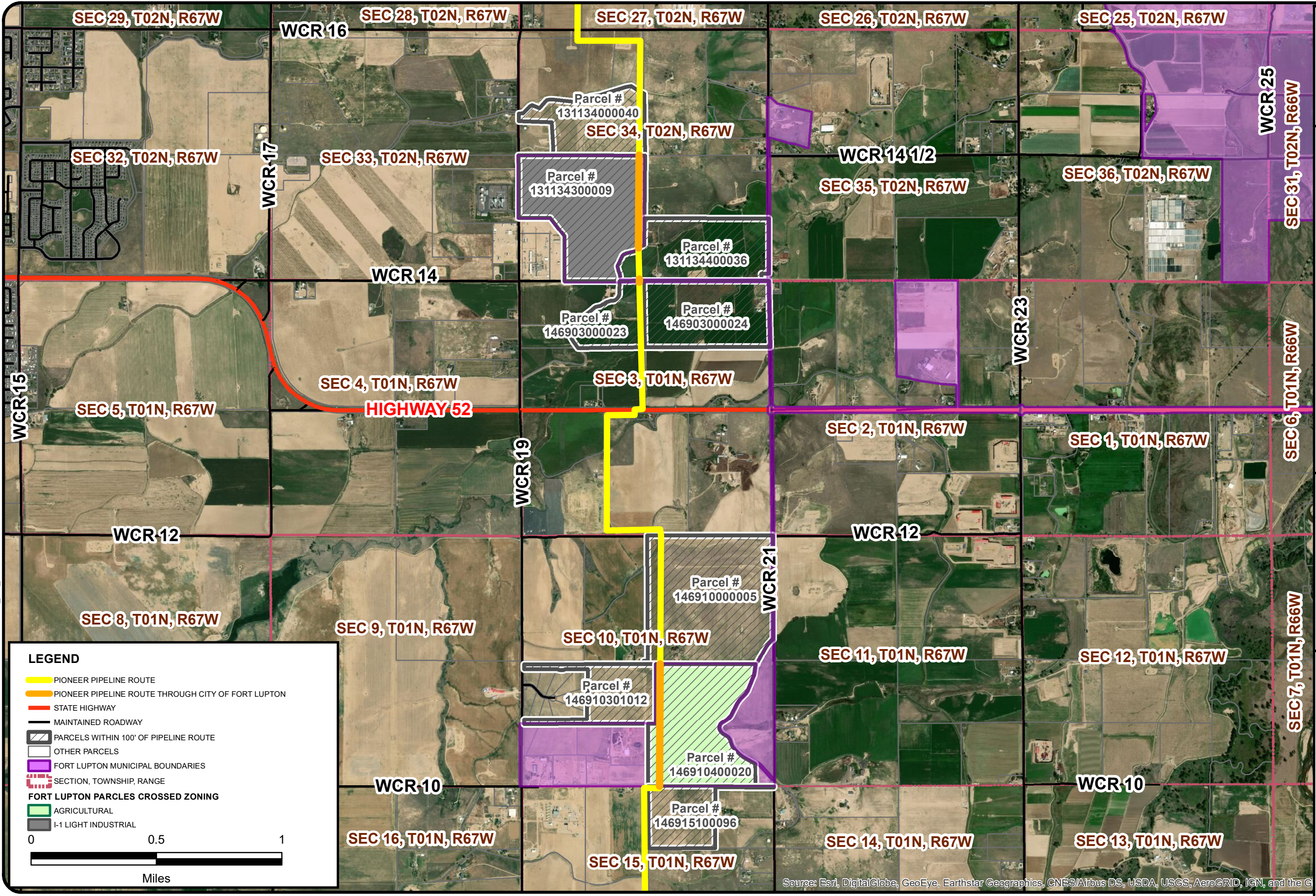
DWG NO:  
**62100-FL-PER-004**

SHEET OF REV:  
4 4 1

**APPENDIX D:**  
**FORT LUPTON PARCELS CROSSED, ZONING, & VICINITY MAPS**



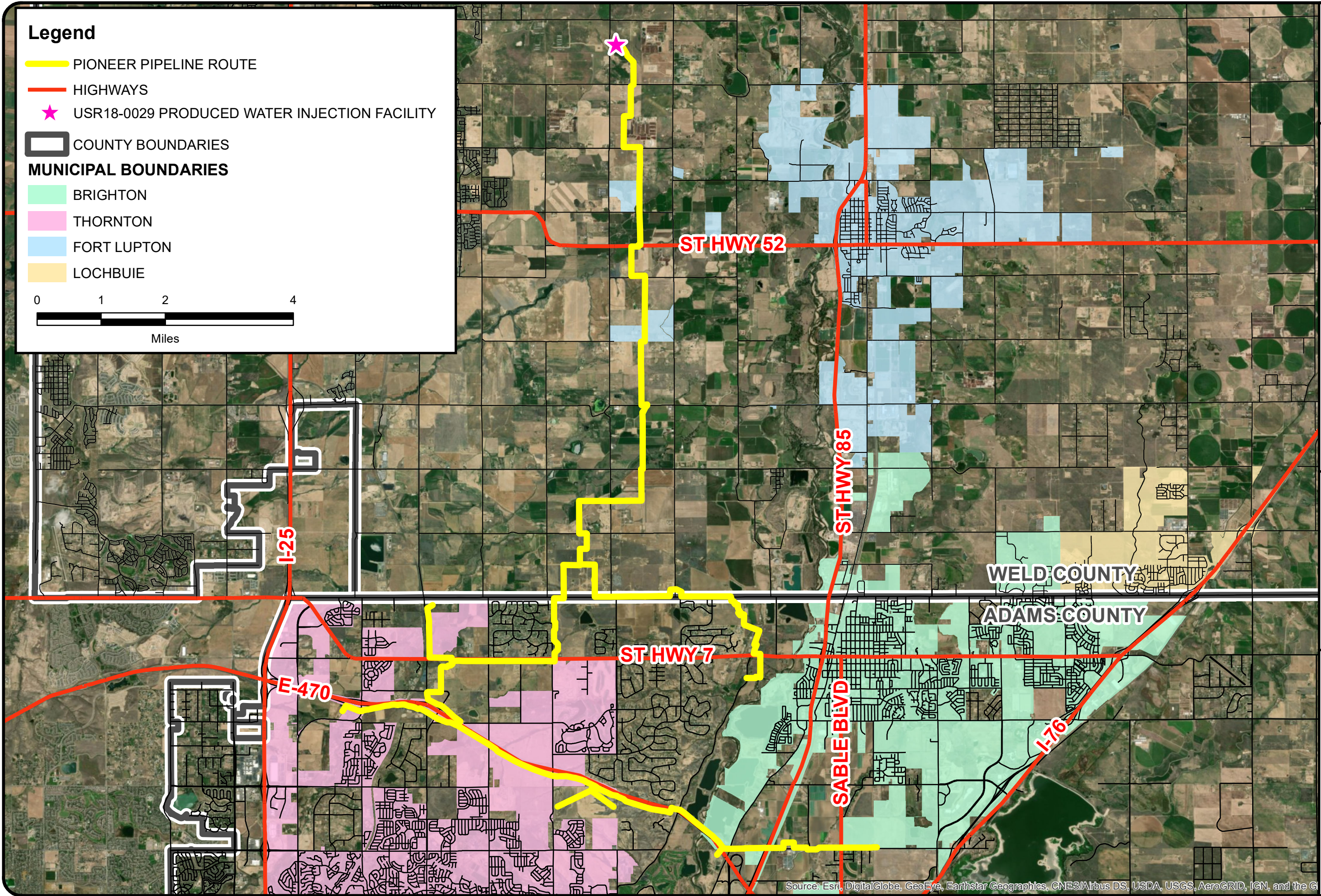
4/14/2020 - O:\PROJECTS\LONGMONT\0533117-0533070\GIS\MXD\CITY\_OF\_FORTLUPTON\SUP#1\FORT LUPTON PARCELS CROSSED ZONING MAP SUP#1.MXD - RYDER REDDICK



|                                                                                                                                                    |                                                                                                                                                                                                                                                                           |                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>TETRA TECH</b><br>www.tetratech.com<br>1900 S. Sunset Street, Ste. 1-E<br>Longmont, Colorado 80501<br>PHONE: (303) 772-5282 FAX: (303) 772-7039 | <b>PIONEER WATER PIPELINE, LLC</b><br>PIONEER PRODUCED WATER PIPELINE<br>CITY OF FORT LUPTON - SPECIAL USE PERMIT APPLICATION<br><b>PIPELINE ROUTE CROSSING CITY OF FORT LUPTON PARCELS</b><br><b>&amp;</b><br><b>PARCELS WITHIN 100 FEET OF ROUTE WITHIN CITY LIMITS</b> | Project No.: 117-0533070<br>Date: APRIL 7, 2020<br>Designed By: RJR<br>Appendix D Figure No.<br><b>001</b> |
|                                                                                                                                                    |                                                                                                                                                                                                                                                                           |                                                                                                            |

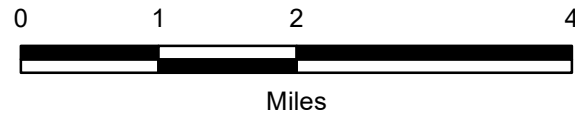


26-MAR-2010 C:\USERS\JEREMY.ANDRYAUSKAS\DOCUMENTS\TETRA\TECH\TEMPLATES\TETRA\TECH\H85X11NEW3.MXT



## Legend

- PIONEER PIPELINE ROUTE
- HIGHWAYS
- USR18-0029 PRODUCED WATER INJECTION FACILITY
- COUNTY BOUNDARIES
- MUNICIPAL BOUNDARIES**
- BRIGHTON
- THORNTON
- FORT LUPTON
- LOCHBUIE



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the G

|                                                                                                                                                    |                                                                                                           |                                       |                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------|
| <b>TETRA TECH</b><br>www.tetratech.com<br>1900 S. Sunset Street, Ste. 1-F<br>Longmont, Colorado 80501<br>PHONE: (303) 772-5282 FAX: (303) 772-7039 | <b>PIONEER PIPELINE, LLC</b><br>WELD COUNTY & ADAMS COUNTY<br>COLORADO                                    | Project No.:<br>Date:<br>Designed By: | ###<br>APRIL 7, 2020<br>RJ/R |
|                                                                                                                                                    | <b>PIONEER PRODUCED WATER PIPELINE<br/>FULL ROUTE VICINITY MAP</b><br>Appendix D Figure No.<br><b>002</b> |                                       |                              |



| PIONEER PRODUCED WATER PIPELINE PROJECT - PARCELS CROSSED WITHIN THE CITY OF FORT LUPTON'S MUNICIPAL BOUNDARIES |                          |                                               |             |       |           |                         |              |                            |
|-----------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------------------|-------------|-------|-----------|-------------------------|--------------|----------------------------|
| PARCEL                                                                                                          | NAME                     | ADDRESS                                       | CITY        | STATE | ZIPCODE   | PIPELINE CROSSES PARCEL | JURISDICTION | FORT LUPTON CURRENT ZONING |
| 146910400020                                                                                                    | 4 Z INVESTMENTS LLP      | 9075 COUNTY ROAD 10                           | FORT LUPTON | CO    | 806218447 | YES                     | FORT LUPTON  | Agricultural               |
| 131134300009                                                                                                    | KERR-MCGEE GATHERING LLC | PO BOX 173779 C/O TRAVIS HOLLAND PROPERTY TAX | DENVER      | CO    | 802173779 | YES                     | FORT LUPTON  | I-1 (Light Industrial)     |

**APPENDIX G:**  
**SURROUNDING PROPERTY OWNER LETTER & MAILING**



## Notice of Pioneer Water Pipeline Project

Dear Fort Lupton area neighbor,

This notice is to let you know that we, Pioneer Water Pipeline, LLC (operated by Expedition Water Services, LLC), are proposing to permit, construct, own, and operate a pipeline system that will carry production water from 22 oil and gas production facilities in Adams and Weld Counties to an existing disposal facility known as EWS #6, located off of WCR 19 between WCR 18 and WCR 20. Production water, also known as wastewater, is recovered as byproduct that is brought to the surface during oil and gas production. Currently, trucks take the production water from the 22 oil and gas production facilities to EWS #6 for disposal. Rather than continue to have this water trucked to EWS #6, Pioneer Water Pipeline decided to pursue building a pipeline to transport the water to EWS #6 for disposal. By piping the water rather than having it trucked, Pioneer Water Pipeline will help reduce the need for up to 150 truck trips per day and eliminate approximately 5,000,000 truck miles from local community roads each year.

We are sending you this notice because we will soon submit an application to the City of Fort Lupton (City) to obtain a permit to allow our pipeline to traverse portions of the City. You own property that will be located within 100' of where we are proposing to permit and construct the pipeline through Fort Lupton. We are reaching out to you to inform you of the proposed project and let you know we are available to answer questions you may have.

Attached to this notice is some information to help you better understand the proposed project including:

- A Pioneer Water Pipeline Diagram
- A map showing the location of the proposed pipeline through the City of Fort Lupton.
- A list of frequently asked questions and their answers.

If, after reviewing the information, you have any questions or concerns, please reach out to either one of our permitting consultants from Tetra Tech. Their contact information is listed below:

Pam Hora: [pam.hora@tetrattech.com](mailto:pam.hora@tetrattech.com) or 720-864-4507

Ryder Reddick: [ryder.reddick@tetrattech.com](mailto:ryder.reddick@tetrattech.com) or 720-864-4603

Sincerely,

Pioneer Water Pipeline, LLC



Spence McCallie  
VP of Engineering



## **Pioneer Water Pipeline Project FAQs**

### **How long is the total length of the pipeline and what is the pipeline made of?**

The Pioneer Produced Water Pipeline will be a network of approximately 48 miles of pipeline. The pipe will be 4- to 12 inch-diameter high-density polyethylene (HDPE).

### **What size easement will the pipeline be in?**

The pipeline will be located inside a 10-foot-wide permanent easement plus an additional 30-foot-wide temporary workspace.

### **Is this pipeline going to carry fracking water?**

Most of the production water is groundwater from the rock formation; however, some water used during hydraulic fracturing will mix with groundwater during hydraulic fracturing and it will be transported through the pipeline with groundwater.

### **What is in the water that is coming out of the wells?**

Production water is brine water which is approximately twice as salty as sea water. It naturally occurs within rock formations underground. In addition, the production water contains trace amounts of oil, gas, and chemicals. Once the production water reaches Expedition's injection well facility (EWS #6), it will be treated to remove the trace amounts of oil, gas and chemicals leaving behind the salt in the water which is then pumped back into the ground into a saltwater aquifer. The injected water is similar in composition to the saltwater aquifer.

### **Will there be any surface appurtenances along the pipeline route?**

Only a few surface structures will be located along the pipeline route. They will be safety shutoff stations that will generally be at a pipeline junction and where the pipeline changes diameter. None of these stations will be located in Fort Lupton.

### **What is the projected lifetime of the injection site?**

The injection site is currently estimated to have a lifespan of 20 years, and it has been in-service since July 2019.

### **When will the pipeline be constructed?**

The pipeline in and around Fort Lupton is planned to begin in late spring and summer of 2020.

### **Would this Project be able to connect to future oil and gas production facilities if needed?**

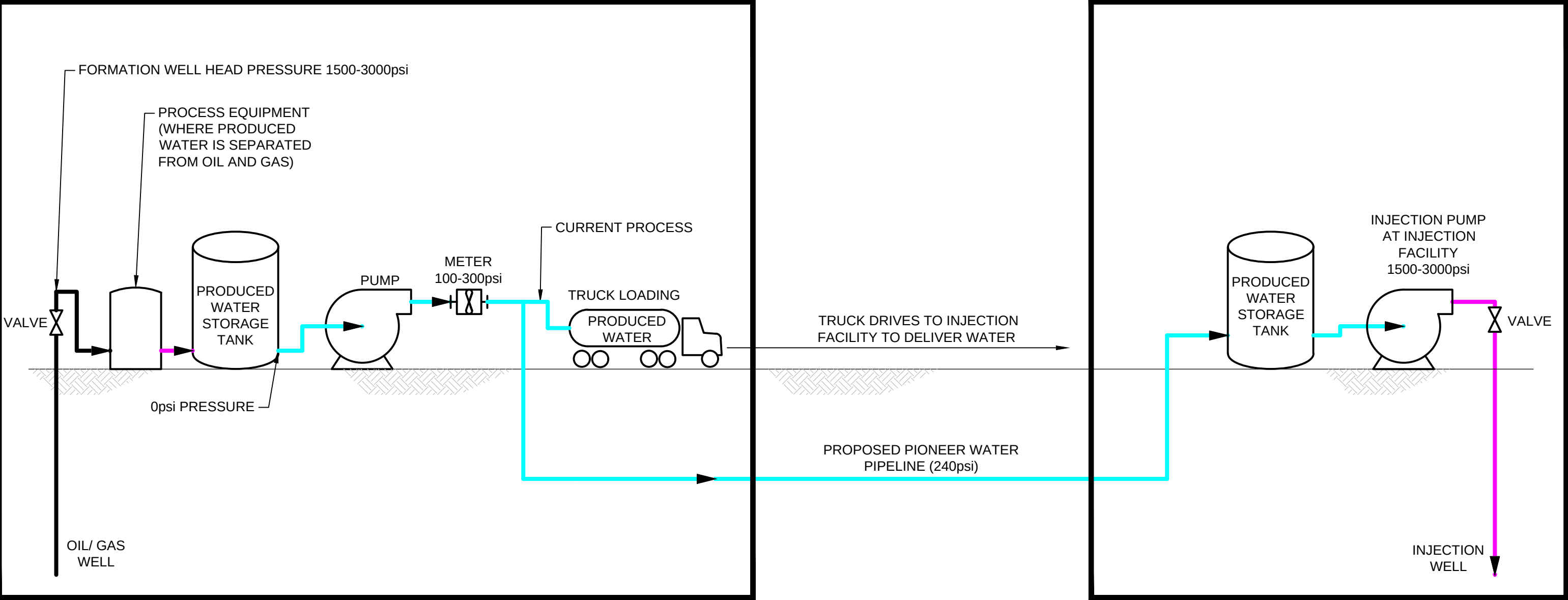
Yes, this pipeline will have the capacity to carry produced water from future oil and gas facilities, depending on timing and location of those facilities.

# PIONEER WATER PIPELINE DIAGRAM

## PERMITTED OIL & GAS PRODUCTION FACILITY

## TRANSPORTATION SYSTEM

## EXISTING EWS #6 INJECTION / DISPOSAL FACILITY



### LEGEND

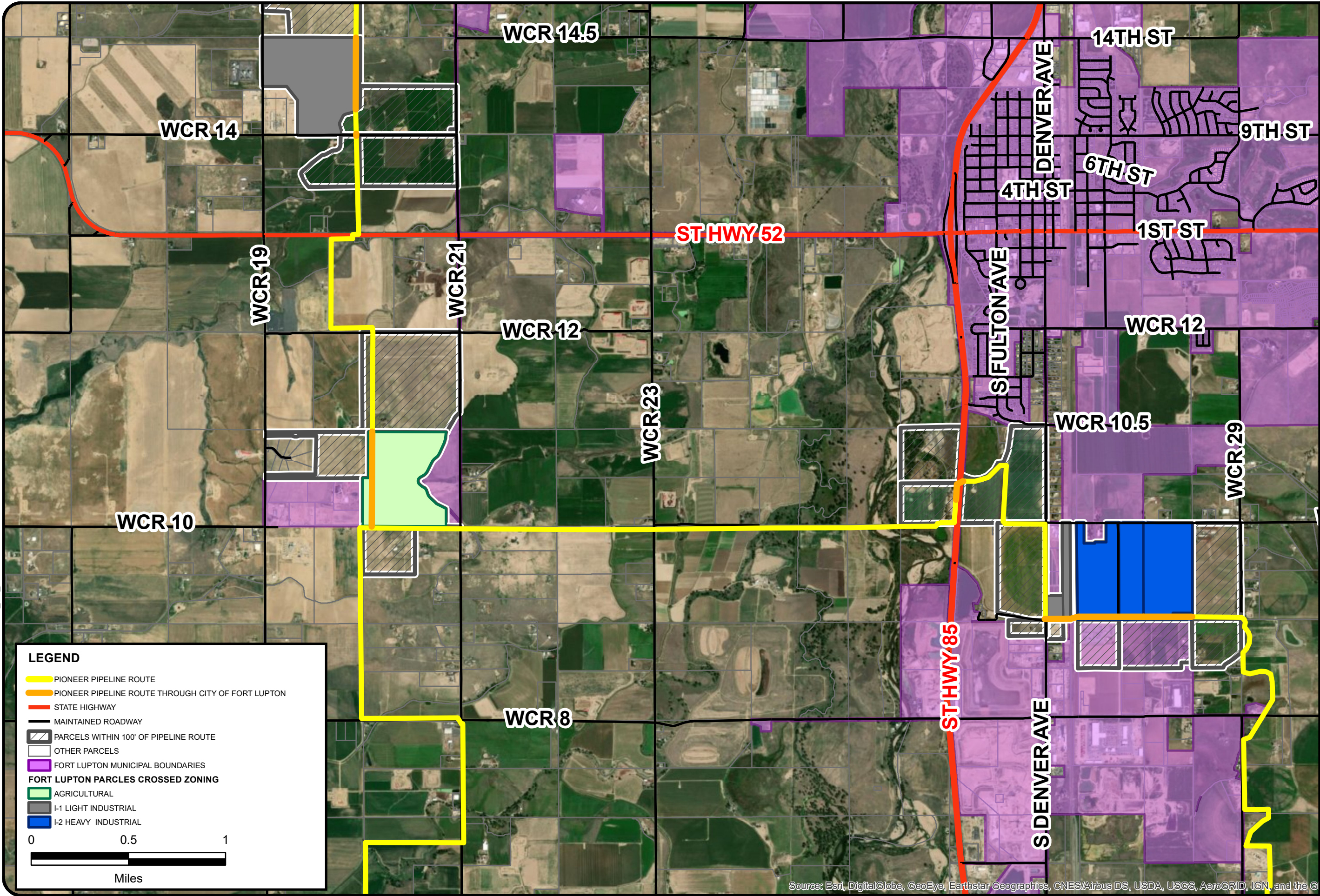
- OIL/ GAS FLOWLINE
- PRODUCED WATER FLOWLINE (HIGH psi)
- PRODUCED WATER GATHERING/ TRANSMISSION PIPELINE (LOW psi)
- \*psi = POUNDS PER SQUARE INCH

THE PIONEER WATER PIPELINE WILL REDUCE THE NEED FOR UP TO 150 TRUCK TRIPS PER DAY AND ELIMINATE FIVE MILLION TRUCK MILES FROM LOCAL COMMUNITY ROADS EACH YEAR.





3/2/2020 - O:\PROJECTS\LONGMONT\0533117-0533070\GIS\MXD\CITY\_OF\_FORTLUPTON\FORT LUPTON PARCELS CROSSED ZONING MAP1.MXD - RYDER REDDICK



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the G

|                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br><b>TETRA TECH</b><br><a href="http://www.tetratech.com">www.tetratech.com</a><br>1900 S. Sunset Street, Ste. 1-E<br>Longmont, Colorado 80501<br>PHONE: (303) 772-5282 FAX: (303) 772-7039 | Project No.: 117-0533070<br>Date: MARCH 2, 2020<br>Designed By: RJR<br>Figure No.: <b>001</b>                                                                                                                                                                      |
|                                                                                                                                                                                                                                                                                    | PIONEER WATER PIPELINE, LLC<br>PIONEER PRODUCED WATER PIPELINE<br>CITY OF FORT LUPTON - SPECIAL USE PERMIT APPLICATION<br><b>PIPELINE ROUTE CROSSING CITY OF FORT LUPTON PARCELS</b><br><b>&amp;</b><br><b>PARCELS WITHIN 100 FEET OF ROUTE WITHIN CITY LIMITS</b> |



## Maria Lancto

---

**From:** Taw Tamlin <ttamlin@ftluptonfire.com>  
**Sent:** Thursday, May 14, 2020 9:55 AM  
**To:** Maria Lancto  
**Cc:** Alyssa Knutson; Todd Hodges  
**Subject:** Pioneer Pipeline Special Use Permit

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

The Fort Lupton Fire Protection District has no comments or concerns with this project.

Taw Tamlin, Fire Marshal  
Fort Lupton Fire Protection District  
303-857-4603

## Maria Lancto

---

**From:** Jake Freier  
**Sent:** Monday, June 1, 2020 4:13 PM  
**To:** Maria Lancto  
**Cc:** Alyssa Knutson; Stephanie Darnell; Todd Hodges  
**Subject:** RE: Referral Response Request: Pioneer Water Pipeline LLC Special Use Permit; LUP2020-0017; SUP2020-0004  
**Attachments:** 004 Special Use Permit Map - JF Redlines.pdf

See the attached redlines on this guy.

Cheers,  
Jake

---

**From:** Maria Lancto <MLancto@Fortluptonco.gov>  
**Sent:** Monday, May 11, 2020 9:37 AM  
**To:** Maria Lancto <MLancto@Fortluptonco.gov>  
**Cc:** Alyssa Knutson <AKnutson@Fortluptonco.gov>; Stephanie Darnell <sdarnell@Fortluptonco.gov>; Todd Hodges <thodges@Fortluptonco.gov>  
**Subject:** Referral Response Request: Pioneer Water Pipeline LLC Special Use Permit; LUP2020-0017; SUP2020-0004

Good Morning,

The documentation located at the following link is submitted to you for review and recommendation for a Special Use Permit that is being reviewed concurrently by the City of Fort Lupton. The application documents can be reviewed at the following link: [Pioneer Water Pipeline LLC Special Use Permit](#).

Any comments you consider relevant to this request would be appreciated. Please reply by **June 1, 2020**, so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a favorable response to the Planning & Building Department.

The public hearings for this matter will be held at Fort Lupton City Hall – 130 S. McKinley Avenue, unless otherwise stated on the City of Fort Lupton website, and are scheduled for the following dates:

- **Planning Commission on Thursday, June 11, 2020 at 6:00 PM**
- **City Council on Tuesday, July 7, 2020 at 7:00 PM**

Comments may be sent via mail, faxed to 303.857.0351 or emailed to [planningdept@fortluptonco.gov](mailto:planningdept@fortluptonco.gov).

Your time in this matter is greatly appreciated!

Thank you,

Maria Lancto  
Planner I  
130 S. McKinley Ave.  
Fort Lupton, CO 80621  
Office: 303.857.6694

Extension: 6107  
Cell: 303.718.0172



**APPENDIX F:  
PRELIMINARY SUP MAP**



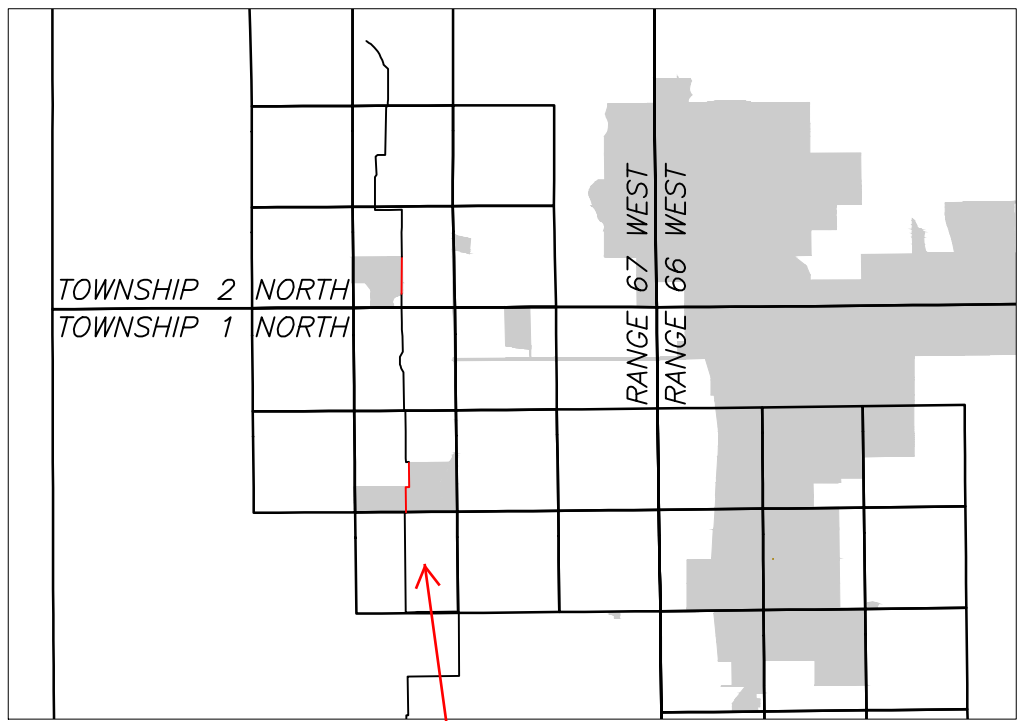
PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT  
PROJECT NO. SUP2020-###  
Being part of Section 10, Township 1 North, Range 67 West and Section 34, Township 2  
North Range 67 West of the 6th P.M. Weld County, Colorado

GENERAL LEGAL DESCRIPTION FOR WATER ALIGNMENT

BEGINNING IN SECTION 27, TOWNSHIP 1 NORTH, RANGE 66 WEST AND CONTINUING THROUGH FT LUPTON AT TWO DIFFERENT LOCATIONS  
ALONG THE LATERAL AND MAINLINE, WHICH ENDS AT SECTION 22, TOWNSHIP 2 NORTH, RANGE 67 WEST.

ROUTE INTERSECTS FORT LUPTON CITY LIMITS WITHIN SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST, AND SECTION 34, TOWNSHIP 2  
NORTH, RANGE 67 WEST.

VICINITY MAP



Label sections in the vicinity map, at least the two where it crosses city limits line, for reference purposes and use another symbol (for example, a thicker black line) because color is not allowed for in the recording process

LEGAL DESCRIPTION OF WATER EASEMENTS (CONTINUED)

PARCEL 6 - CO-WELD-1-19 (SHEETS 2 & 3)

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY 4 Z INVESTMENTS, LLP AND IS LOCATED IN A PART OF THE SE 1/4 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST, OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO;

A 10 FEET WIDE PERMANENT EASEMENT, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SE CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND MONUMENT WITH ALUMINUM CAP "PLS 38213"), FROM WHICH THE S 1/4 CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND 1/2" IRON ROD WITH CAP "PLS 30462") BEARS N 89°34'00" W, A DISTANCE OF 2,655.57 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND, S 89°34'00" W, A DISTANCE OF 2,647.28 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES:

- 1) N 00°28'11" W, A DISTANCE OF 1,308.50 FEET;
- 2) N 88°52'07" E, A DISTANCE OF 176.08 FEET;
- 3) N 00°25'45" W, A DISTANCE OF 1,261.12 FEET;
- 4) N 01°01'00" W, A DISTANCE OF 5.70 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS, FROM WHICH THE E 1/4 CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND MONUMENT WITH CAP "PLS 38213") BEARS N 87°55'24" E, A DISTANCE OF 2,467.36 FEET.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 2,751.4 FEET (166.75 RODS), CONTAINING A COMBINED AREA OF 27,512.97 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

PARCEL 7 - CO-WELD-1-19 (SHEET 4)

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY KERR MCGEE GATHERING LLC AND IS LOCATED IN A PART OF THE E 1/2 / SW 1/4 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO;

A 10 FEET WIDE PERMANENT EASEMENT, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

CENTERLINE DESCRIPTION

COMMENCING AT THE SW CORNER OF SAID SECTION 34 (AS MONUMENTED BY A FOUND IRON ROD WITH CAP "PLS 25937"), FROM WHICH THE W 1/4 CORNER OF SAID SECTION 34 (AS MONUMENTED BY A FOUND IRON ROD WITH CAP "PLS ILLEGIBLE") BEARS N 00°32'54" W, A DISTANCE OF 2,642.51 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE N 73°53'35" E, A DISTANCE OF 2,659.21 FEET TO A POINT ON A SOUTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF BEGINNING;

- THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES:
- 1) N 00°04'02" E, A DISTANCE OF 1,898.14 FEET;
  - 2) N 00°14'03" W, A DISTANCE OF 24.26 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS, FROM WHICH THE SAID W 1/4 CORNER OF SAID SECTION 34 BEARS S 89°36'23" W, A DISTANCE OF 2,582.31 FEET.

THE SIDE LINES OF SAID EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 1,922.39 FEET (116.51 RODS), CONTAINING AN AREA OF 19,224.7650 SQUARE FEET OR 0.44 ACRES, MORE OR LESS.

Is it 24.26' or 29.47'? It's different on the drawing.

Is it 1898.14' or 1893.41'? The drawing does not match.

GENERAL NOTES

1. The property shall be maintained to the curb or roadway if no curb exists.
2. Any transfer of ownership of the Special Use Permit must be approved by Fort Lupton City Council.
3. In the event traffic numbers and usage significantly exceed those represented by the Property Owner and relied upon by the City for completion of the traffic study applicable to this project, future improvements to the truck routes may be required by the City for reasons related to site activity or truck circulation patterns and numbers, roadway classification changes and newly permitted facilities affecting the truck haul route traffic usage. Property Owner shall pay a proportionate cost share of future improvements not described herein based on the Property Owner's percentage of truck total trips using the current data on the haul route in comparison to the numbers and usage represented by Applicant in compilation of the traffic study. The City may retain a third party traffic study consultant to evaluate traffic data usage by Property Owner and provide said study to Property Owner prior to the imposition of any costs stated herein.

OWNER'S APPROVAL

Know All Men By These Presents, that Pioneer Water Pipeline LLC, being the sole owner or grantee, as applicable, of the real property interests described herein, does hereby consent to this plat.

IN WITNESS WHEREOF, I have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_, 2020.

Pioneer Water Pipeline LLC

By: \_\_\_\_\_  
<name & title of Pioneer rep here>

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of Pioneer Water Pipeline LLC on this \_\_\_\_ day of \_\_\_\_, 2020.

CITY ENGINEER'S APPROVAL

Approved this \_\_\_\_ day of \_\_\_\_, 2020

\_\_\_\_\_  
City Engineer

CITY WATER AND SEWER DEPARTMENT APPROVAL

Approved this \_\_\_\_ day of \_\_\_\_, 2020

\_\_\_\_\_  
Director of Public Works

CITY ADMINISTRATOR'S APPROVAL

Approved this \_\_\_\_ day of \_\_\_\_, 2020

\_\_\_\_\_  
City Administrator

PLANNING COMMISSION RECOMMENDATION

Approved this \_\_\_\_ day of \_\_\_\_, 2020, by Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
Chairperson, Fort Lupton Planning Commission

MAYOR'S CERTIFICATE

This is to certify that a plat of the above-described property was approved by a resolution no. \_\_\_\_\_ of the City of Fort Lupton passed and adopted on the \_\_\_\_ day of \_\_\_\_, A.D., 2020, and that the Mayor of the City of Fort Lupton, as authorized by said resolution no. \_\_\_\_\_, on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said plat upon which this certificate is endorsed for all purposes indicated thereon.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(seal)

FOR REVIEW ONLY

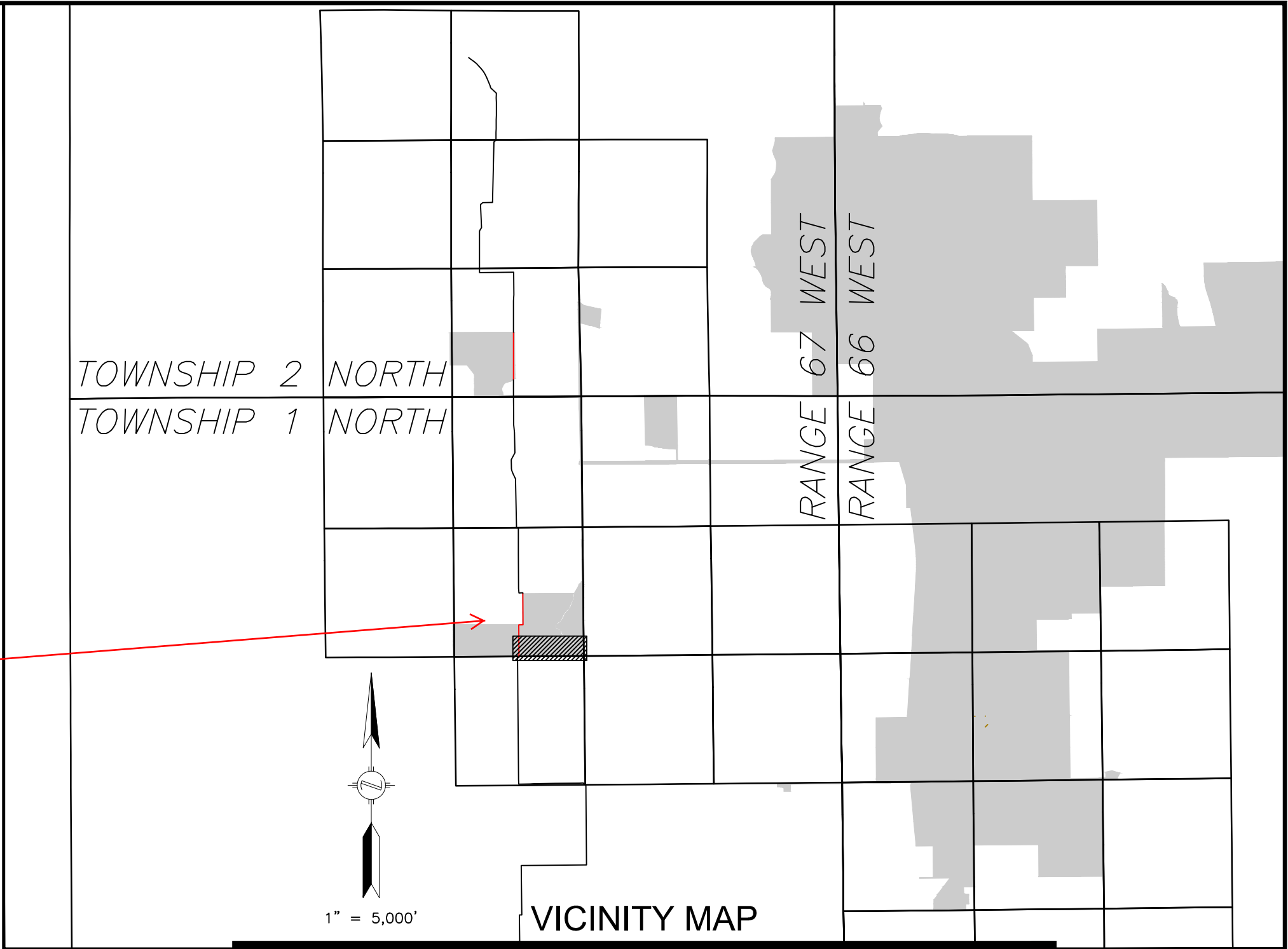
| REV | DATE     | REVISION                     | CHECKS/APPROVALS |              |
|-----|----------|------------------------------|------------------|--------------|
| 0   | 03/06/20 | ISSUED FOR REVIEW            | SCALE:           | AS NOTED     |
| 1   | 04/09/20 | UPDATED DRAWING PER REDLINES | DWN. BY:         | RAS 03/06/20 |
|     |          |                              | CHK. BY:         | JAW 03/06/20 |
|     |          |                              | APPD. BY:        | WJC 03/06/20 |
|     |          |                              | JOB NO:          | 62100        |
|     |          |                              | AFE NO:          |              |

|                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                         |                   |                  |                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|---------------------------------------------------------------------------------------|
| <br> ENCOMPASS ENERGY SERVICES<br>14800 S. MARY'S LANE<br>SUITE 230<br>HOUSTON, TX 77079 USA | SUP2020-###<br>BEING A PORTION OF<br>TOWNSHIP 1 NORTH, RANGE 67 WEST,<br>SECTION 10<br>AND<br>TOWNSHIP 2 NORTH, RANGE 67 WEST,<br>SECTION 34<br>PREPARED FOR:<br><b>PIONEER WATER PIPELINE LLC</b><br>2015 CLUBHOUSE DRIVE SUITE 201, GREELEY, CO 80634 |                   |                  |  |
|                                                                                                                                                                                                                                                                        | DWG NO:<br><b>62100-FL-PER-001</b>                                                                                                                                                                                                                      | SHEET<br><b>1</b> | OF<br><b>4</b>   |                                                                                       |
|                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                         |                   | REV:<br><b>1</b> |                                                                                       |

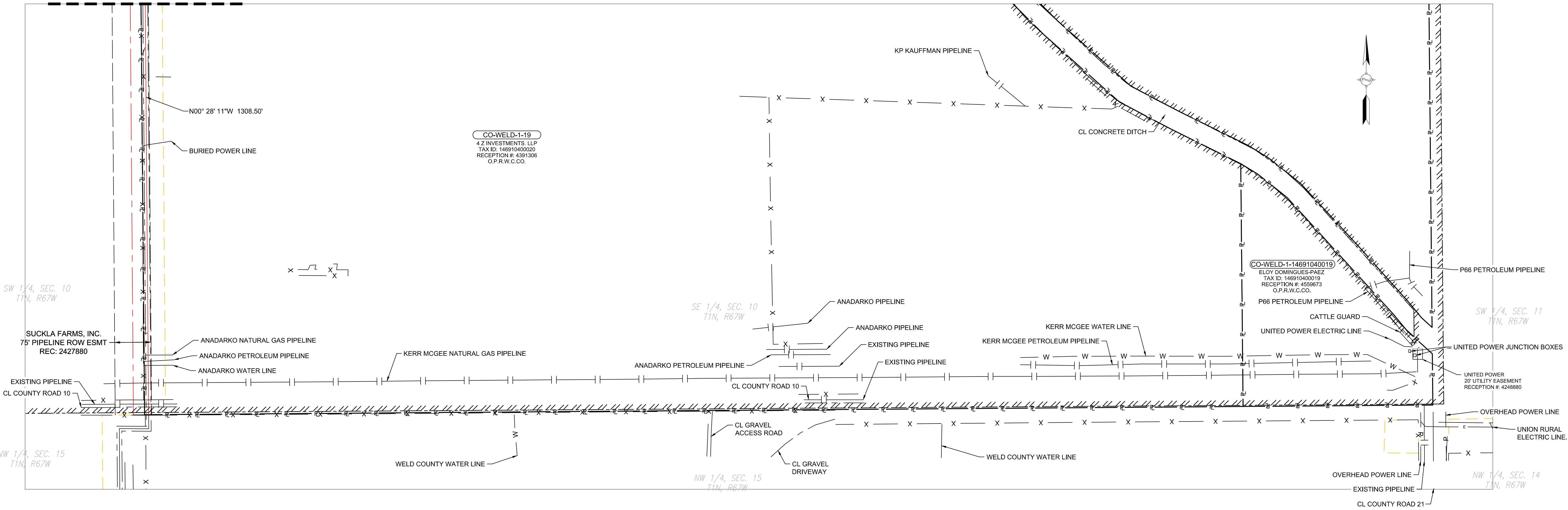


PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT  
PROJECT NO. SUP2020-###  
Being part of Section 10, Township 1 North, Range 67 West and Section 34, Township 2  
North Range 67 West of the 6th P.M. Weld County, Colorado

Include section  
number and thicker  
black line - see  
note on first page



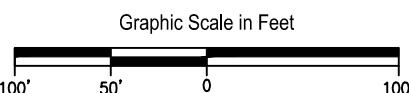
SEE SHEET 3  
MATCH LINE



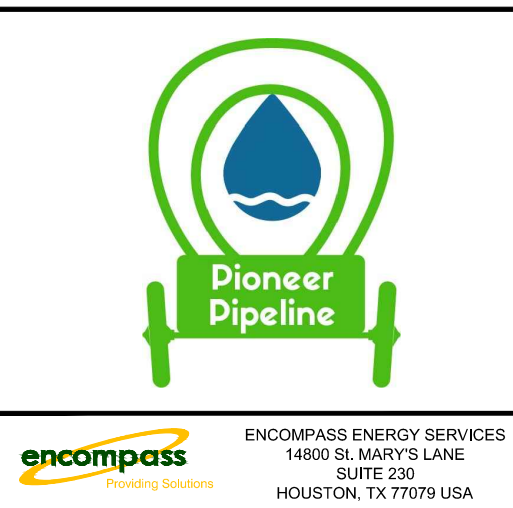
FOR REVIEW ONLY

Don't use color for  
recording  
purposes, change  
symbol throughout  
document

| LEGEND |                                                                    |  |                   |
|--------|--------------------------------------------------------------------|--|-------------------|
|        | PROPOSED TRANSMISSION LINE                                         |  | EXISTING PIPELINE |
|        | PERMANENT EASEMENT BOUNDARY                                        |  | WATER SUPPLY LINE |
|        | TEMPORARY EASEMENT BOUNDARY                                        |  | C/L ROAD          |
|        | APPROXIMATE CITY BOUNDARY BASED ON<br>ARCIS FORT LUPTON ZONING MAP |  | C/L WATERBODY     |
|        | AGRICULTURAL ZONE                                                  |  | OVERHEAD POWER    |
|        | PROPERTY LINE                                                      |  | FIBER OPTIC CABLE |
|        | SECTION LINE                                                       |  | ELECTRIC LINE     |
|        | FENCE LINE                                                         |  | TELEPHONE LINE    |
|        |                                                                    |  | POWER POLE        |



| REV | DATE     | REVISION                     | CHECKS/APPROVALS       |
|-----|----------|------------------------------|------------------------|
| 0   | 03/06/20 | ISSUED FOR REVIEW            | SCALE: AS NOTED        |
| 1   | 04/09/20 | UPDATED DRAWING PER REDLINES | DWN. BY: RAS 03/06/20  |
|     |          |                              | CHK. BY: JAW 03/06/20  |
|     |          |                              | APPD. BY: WJC 03/06/20 |
|     |          |                              | JOB NO: 62100          |
|     |          |                              | A/E NO:                |

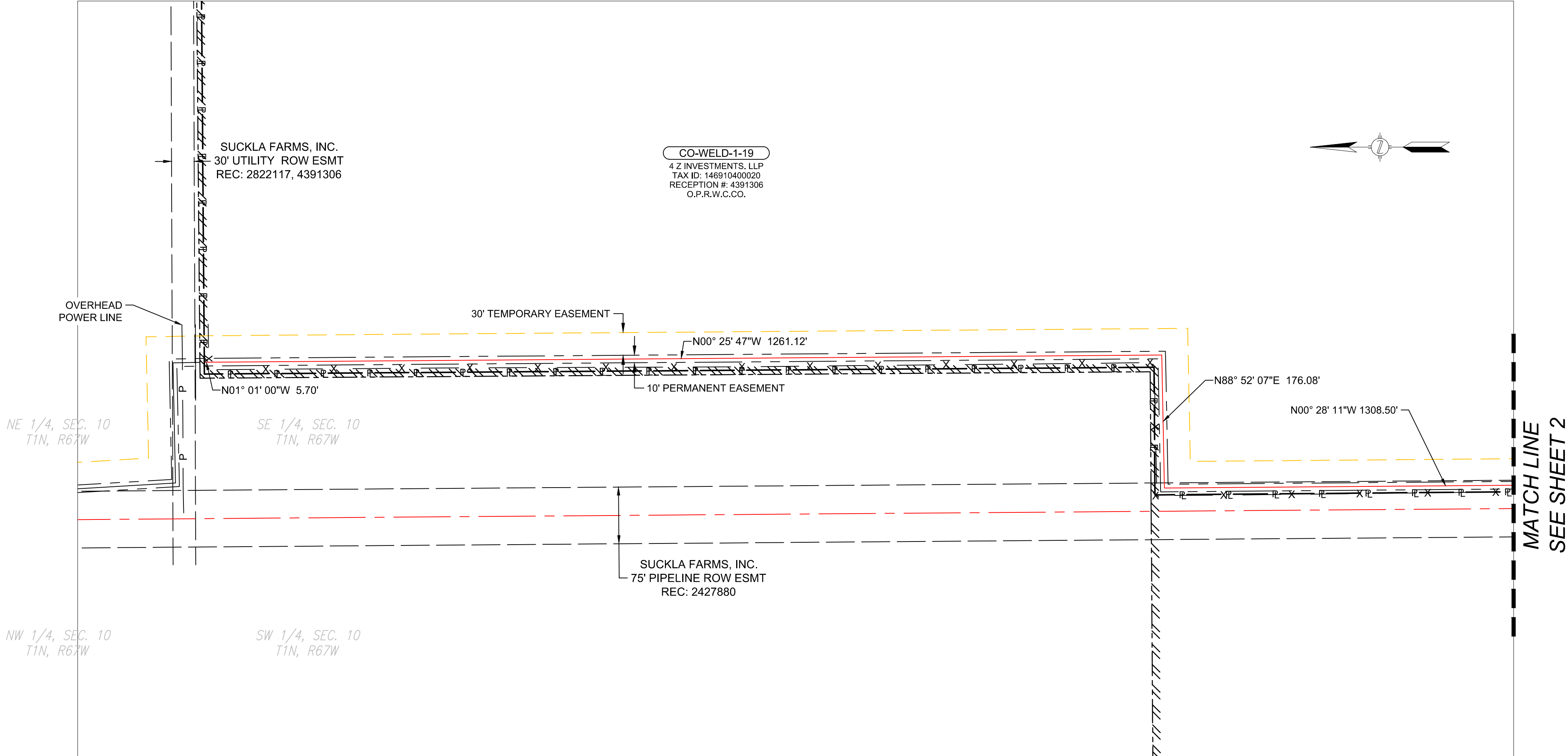
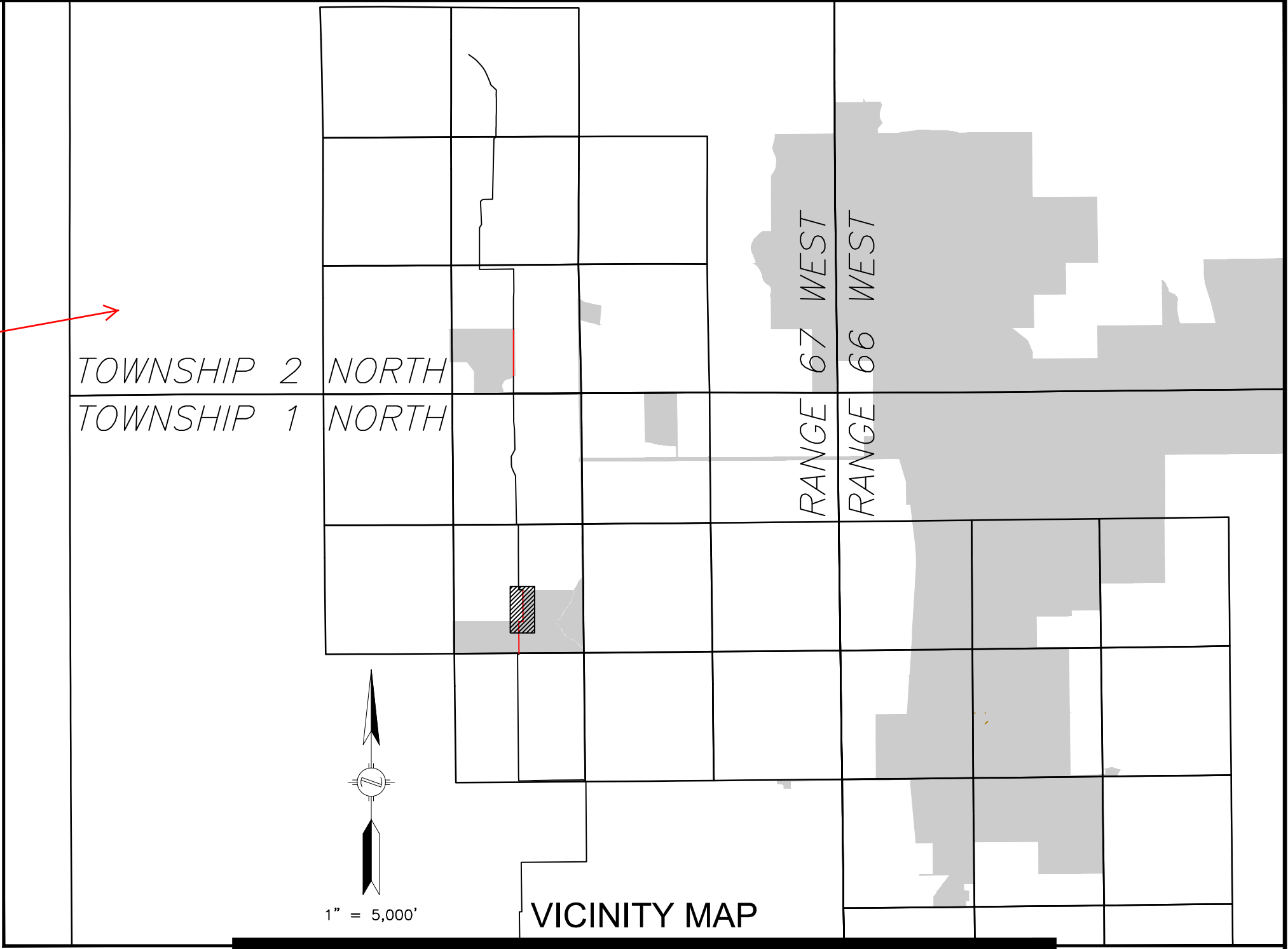


|                                                                                                                                                                                                                                                         |                   |                |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------|------------------|
| SUP2020-###<br>BEING A PORTION OF<br>TOWNSHIP 1 NORTH, RANGE 67 WEST,<br>SECTION 10<br>AND<br>TOWNSHIP 2 NORTH, RANGE 67 WEST,<br>SECTION 34<br>PREPARED FOR:<br><b>PIONEER WATER PIPELINE LLC</b><br>2015 CLUBHOUSE DRIVE SUITE 201, GREELEY, CO 80634 |                   |                |                  |
| DWG NO:<br><b>62100-FL-PER-002</b>                                                                                                                                                                                                                      | SHEET<br><b>2</b> | OF<br><b>4</b> | REV:<br><b>1</b> |



PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT  
PROJECT NO. SUP2020-###  
Being part of Section 10, Township 1 North, Range 67 West and Section 34, Township 2  
North Range 67 West of the 6th P.M. Weld County, Colorado

Include section  
number and thicker  
black line - see  
note on first page



FOR REVIEW ONLY

| LEGEND |                                                                 |
|--------|-----------------------------------------------------------------|
|        | PROPOSED TRANSMISSION LINE                                      |
|        | PERMANENT EASEMENT BOUNDARY                                     |
|        | TEMPORARY EASEMENT BOUNDARY                                     |
|        | APPROXIMATE CITY BOUNDARY BASED ON ARCGIS FORT LUTON ZONING MAP |
|        | AGRICULTURAL ZONE                                               |
|        | PROPERTY LINE                                                   |
|        | SECTION LINE                                                    |
|        | FENCE LINE                                                      |
|        | EXISTING PIPELINE                                               |
|        | WATER SUPPLY LINE                                               |
|        | C/L ROAD                                                        |
|        | C/L WATERBODY                                                   |
|        | OVERHEAD POWER                                                  |
|        | FIBER OPTIC CABLE                                               |
|        | ELECTRIC LINE                                                   |
|        | TELEPHONE LINE                                                  |
|        | POWER POLE                                                      |

Graphic Scale in Feet

100' 50' 0' 50' 100'

| REV | DATE     | REVISION                     | CHECKS/APPROVALS       |
|-----|----------|------------------------------|------------------------|
| 0   | 03/06/20 | ISSUED FOR REVIEW            | SCALE: AS NOTED        |
| 1   | 04/09/20 | UPDATED DRAWING PER REDLINES | DWN. BY: RAS 03/06/20  |
|     |          |                              | CHK. BY: JAW 03/06/20  |
|     |          |                              | APPD. BY: WJC 03/06/20 |
|     |          |                              | JOB NO: 62100          |
|     |          |                              | AFE NO:                |

SUP2020-###  
BEING A PORTION OF  
TOWNSHIP 1 NORTH, RANGE 67 WEST,  
SECTION 10  
AND  
TOWNSHIP 2 NORTH, RANGE 67 WEST,  
SECTION 34  
PREPARED FOR:  
**PIONEER WATER PIPELINE LLC**  
2015 CLUBHOUSE DRIVE SUITE 201, GREELEY, CO 80634

DWG NO:  
**62100-FL-PER-003**

SHEET  
**3**

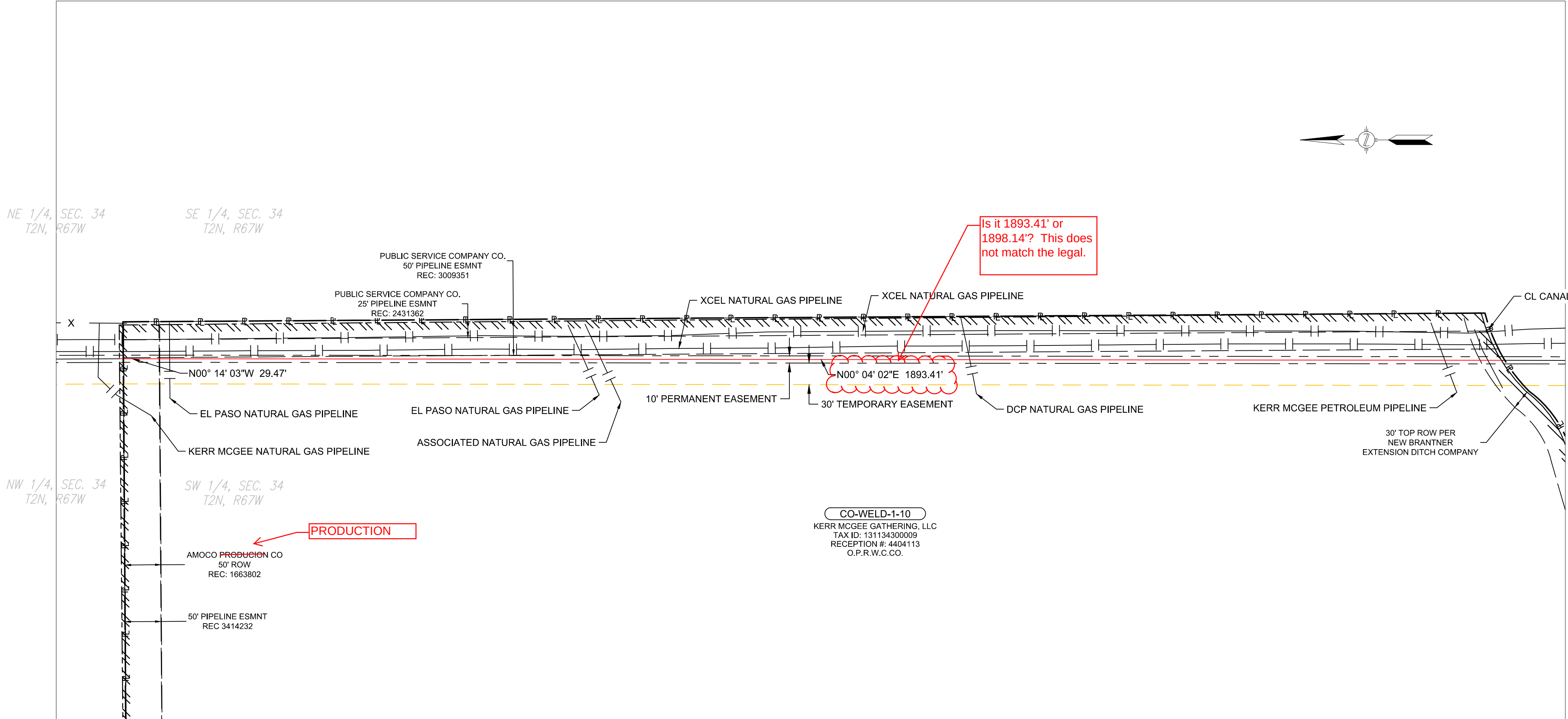
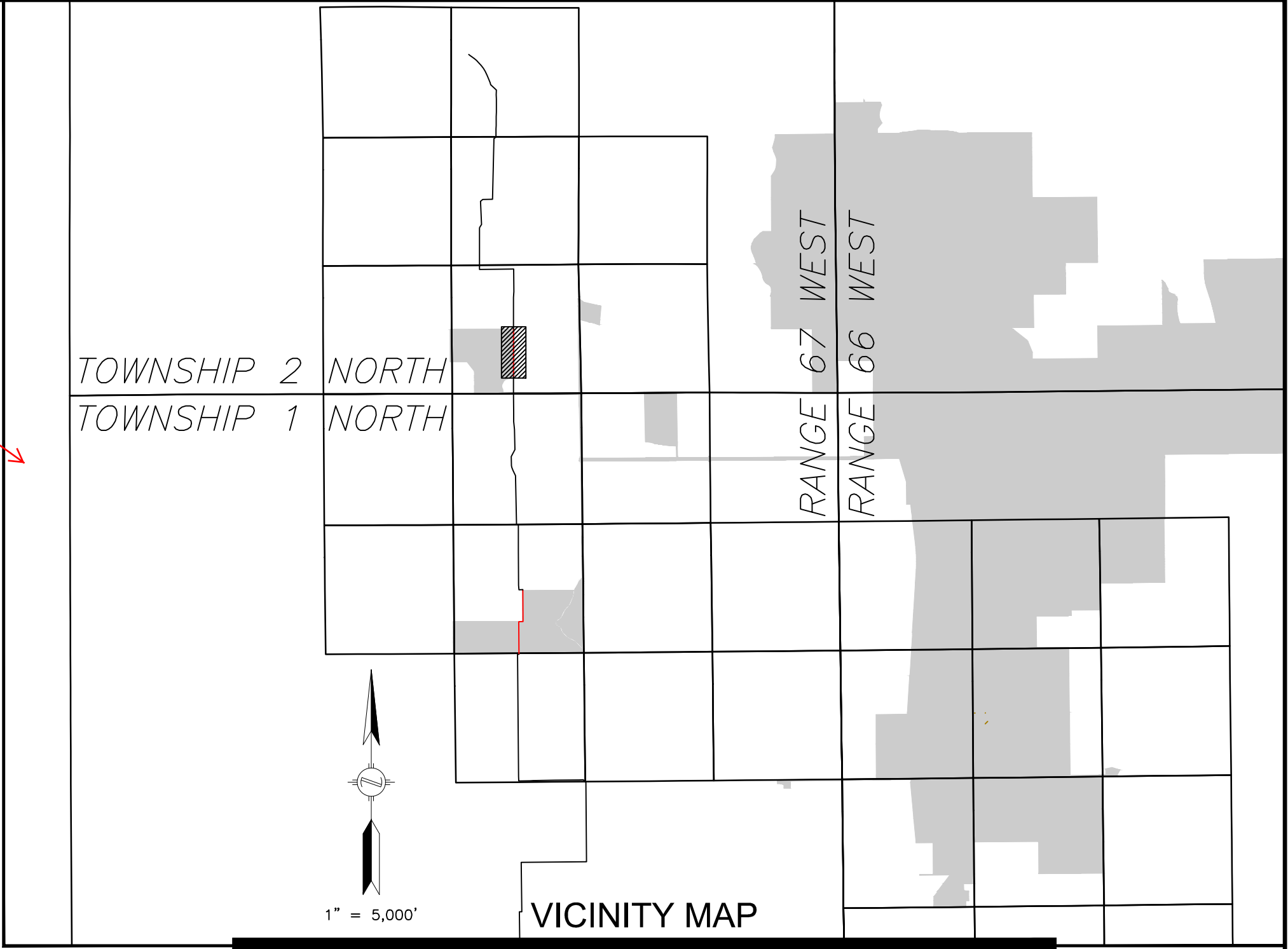
OF  
**4**

REV:  
**1**



PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT  
PROJECT NO. SUP2020-###  
Being part of Section 10, Township 1 North, Range 67 West and Section 34, Township 2  
North Range 67 West of the 6th P.M. Weld County, Colorado

include section  
number and thicker  
black line - see  
note on first page

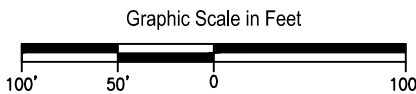


Is it 1893.41' or  
1898.14'? This does  
not match the legal.

CO-WELD-1-10  
KERR MCGEE GATHERING, LLC  
TAX ID: 131134300009  
RECEPTION #: 4404113  
O.P.R.W.C.CO.

FOR REVIEW ONLY

| LEGEND |                                                                  |  |                   |
|--------|------------------------------------------------------------------|--|-------------------|
|        | PROPOSED TRANSMISSION LINE                                       |  | EXISTING PIPELINE |
|        | PERMANENT EASEMENT BOUNDARY                                      |  | WATER SUPPLY LINE |
|        | TEMPORARY EASEMENT BOUNDARY                                      |  | C/L ROAD          |
|        | APPROXIMATE CITY BOUNDARY BASED ON ARCGIS FORT LUPTON ZONING MAP |  | C/L WATERBODY     |
|        | AGRICULTURAL ZONE                                                |  | OVERHEAD POWER    |
|        | PROPERTY LINE                                                    |  | FIBER OPTIC CABLE |
|        | SECTION LINE                                                     |  | ELECTRIC LINE     |
|        | FENCE LINE                                                       |  | TELEPHONE LINE    |
|        |                                                                  |  | POWER POLE        |



| REV | DATE     | REVISION                     | CHECKS/APPROVALS       |
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|     |          |                              | APPD. BY: WJC 03/06/20 |
|     |          |                              | JOB NO: 62100          |
|     |          |                              | AFE NO:                |



encompass  
ENCOMPASS ENERGY SERVICES  
14800 S. MARY'S LANE  
SUITE 230  
HOUSTON, TX 77079 USA

SUP2020-###  
BEING A PORTION OF  
TOWNSHIP 1 NORTH, RANGE 67 WEST,  
SECTION 10  
AND  
TOWNSHIP 2 NORTH, RANGE 67 WEST,  
SECTION 34

PREPARED FOR:  
**PIONEER WATER PIPELINE LLC**  
2015 CLUBHOUSE DRIVE SUITE 201, GREELEY, CO 80634

|                  |       |    |      |
|------------------|-------|----|------|
| DWG NO:          | SHEET | OF | REV: |
| 62100-FL-PER-004 | 4     | 4  | 1    |





## MEMO

To: Todd Hodges  
Alyssa Knutson

From: Roy Vestal

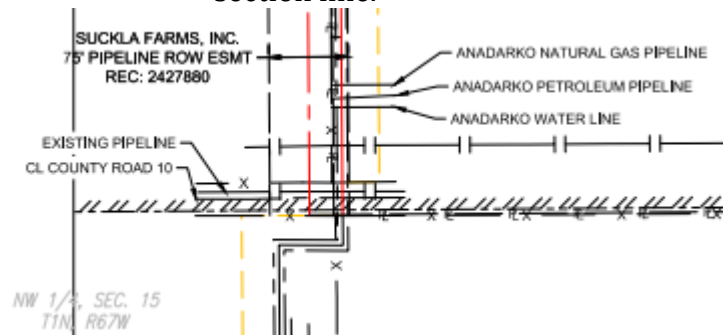
Date: May 21, 2020

Subject: Pioneer Water Pipeline LLC Special Use Permit; LUP2020-0017;  
SUP2020-0004  
Public Works Review

Public Works has reviewed the submitted documents for the above referenced development project with the following comments. There may be additional concerns as this design develops.

### 1. Site Plan

- a. Existing City ROW crossings noted
  - i. CR 10 Collector with future ROW of 85' centered on section line.



What is the offset from Section line of the east-west leg of this alignment? Is it OK to do roadway improvements at a later date over if it is in the future ROW? What is depth of pipeline and minimum cover for future roadway improvements?

- b. ROW crossings of interest (future City ROW)
  - i. CR 18 - Potential Arterial - Future ROW will be 110'
  - ii. CR 16 - Collector - Future ROW of 85'
  - iii. CR 14 - Potential Arterial (52 bypass) Future ROW 120'
  - iv. CR 12 - Collector - Future ROW 85'
  - v. CR 8 - Arterial - Future ROW 110'
  - vi. CR 6 - Arterial - Future ROW 110' if comes into the city.

May 29, 2020

City of Fort Lupton  
130 S. McKinley Ave.  
Fort Lupton, CO 80621

Attn: Maria Lancto

Re: LUP2020-0017 & SUP2020-0004 – Pioneer Pipeline Special Use Permit

Dear Maria:

On behalf of United Power, Inc., thank you for inviting us to review and comment on the LUP2020-0017 & SUP2020-0004 – Pioneer Pipeline Special Use Permit. After review of the information, we have the following comments:

- Please work closely with United Power, Inc. during this project as you may encounter, but limited to, existing easements, electrical distribution, and/or equipment. Please note that any expense encounter with any of the above situations would be at the expense of the applicate.

You can contact United Power via <https://www.unitedpower.com/construction>.

Thank you,



Samantha Riblett  
United Power, Inc.  
Right of Way Administrative Assistant  
O: 303-637-1324 | Email: [platreferral@unitedpower.com](mailto:platreferral@unitedpower.com)



**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

June 2, 2020

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

Attn: Alyssa Knutson and Todd Hodges

**Re: Pioneer Water Pipeline LLC Special Use Permit  
Case #s LUP2020-0017 and SUP2020-0004**

Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk has determined there are **possible conflicts** with the above captioned project. Public Service Company has an existing *electric transmission* line and an existing *high-pressure natural gas transmission* pipeline with associated land rights as shown within this property. Any activity including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. PSCo is requesting that, prior to any final approval of the development plan, it is the responsibility of the property owner/developer/contractor to contact the following for development plan review and execution of License Agreements:

- **for Electric Transmission:** email [coloradorightofway@xcelenergy.com](mailto:coloradorightofway@xcelenergy.com) or website [www.xcelenergy.com/rightofway](http://www.xcelenergy.com/rightofway)
- **for High Pressure Natural Gas Transmission:** [https://www.xcelenergy.com/working\\_with\\_us/builders/encroachment requests](https://www.xcelenergy.com/working_with_us/builders/encroachment_requests) - click on Colorado if necessary; an engineer will then be in contact to request specific plan sheets

Donna George  
Right of Way and Permits  
Public Service Company of Colorado / Xcel Energy  
Office: 303-571-3306 – Email: [donna.l.george@xcelenergy.com](mailto:donna.l.george@xcelenergy.com)



## Maria Lancto

---

**From:** Lauren Light <llight@weldgov.com>  
**Sent:** Tuesday, May 26, 2020 3:00 PM  
**To:** PlanningDept  
**Subject:** Pioneer Water Pipeline LLC Special Use Permit; LUP2020-0017; SUP2020-0004

1. During construction, all liquid and solid wastes (as defined in the Solid Wastes Disposal Sites and Facilities Act, 30-20-100.5, C.R.S.) shall be stored and removed for final disposal in a manner that protects against surface and groundwater contamination.
2. During construction, no permanent disposal of wastes shall be permitted at this site. This is not meant to include those wastes specifically excluded from the definition of a solid waste in the Solid Wastes Disposal Sites and Facilities Act, 30-20-100.5, C.R.S.
3. During construction, waste materials shall be handled, stored, and disposed in a manner that controls fugitive dust, fugitive particulate emissions, blowing debris, and other potential nuisance conditions. The facility shall operate in accordance with Chapter 14, Article 1 of the Weld County Code.
4. Fugitive dust and fugitive particulate emissions shall be controlled throughout the duration of construction of the pipeline and until ground cover is established. Uses on the property shall comply with the Colorado Air Quality Commission's air quality regulations.
5. The applicant shall submit an Air Pollution Emission Notice (A.P.E.N.) and Emissions Permit Application and obtain a permit from the Air Pollution Control Division, Colorado Department of Public Health and Environment, as applicable.
6. During construction, adequate toilet facilities and handwashing units shall be provided. Portable toilets are acceptable. Portable toilets shall be serviced by a cleaner licensed in Weld County and shall contain hand sanitizers.
7. The operation shall comply with all applicable rules and regulations of the State and Federal agencies and the Weld County Code.

Weld County Environmental Health Services suggests the above items.

Lauren Light  
Program Manager/Environmental Planner, Environmental Health Services  
Weld County Department of Public Health & Environment  
1555 N. 17th Ave.  
Greeley, CO 80631  
[llight@weldgov.com](mailto:llight@weldgov.com)  
970-400-2211 (office)

Sent from [Mail](#) for Windows 10

## Maria Lancto

---

**From:** Hice-Idler - CDOT, Gloria <gloria.hice-idler@state.co.us>  
**Sent:** Monday, June 15, 2020 12:00 PM  
**To:** PlanningDept  
**Cc:** Timothy Bilobran - CDOT; Allyson Mattson - CDOT  
**Subject:** Pioneer Water/Town of Fort Lupton/SH 52

The applicant will need to obtain the appropriate utility permits for any crossings and/or occupation of state highways. They will also need to obtain access permits if they proposed to enter and exit off of state facilities during construction.

Please have them contact Ally Mattson at CDOT to initiate any needed permit, (970) 350-2148.

Gloria Hice-Idler  
Rocksol Consulting

(970) 381-8629



10601 W. 10th Street, Greeley, CO 80634

[gloria.hice-idler@state.co.us](mailto:gloria.hice-idler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)



**PROOF OF PUBLICATION  
FORT LUPTON PRESS  
WELD COUNTY  
STATE OF COLORADO**

I, Steve Smith, do solemnly swear that I am the Publisher of the **Fort Lupton Press** the same is a weekly newspaper printed and published in the County of Weld, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Weld for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **27th day of May, 2020** the last on the **27th day of May, 2020**.



Publisher, Subscribed and sworn before me,  
this **27th day of May, 2020**



Notary Public.

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

**CITY OF FORT LUPTON  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a special use permit known as the Pioneer Water Pipeline LLC Special Use Permit for produced water pipeline. This pipeline will extend through portions of Weld County and Adams County, and will be located within two parcels within the City of Fort Lupton's Municipal Boundaries. The north parcel is located north and adjacent to County Road 14 and east and adjacent to County Road 19 in Fort Lupton, Colorado in the 'I-1' Light Industrial Zone district. The south parcel is located approximately 0.51 miles east of County Road 19 and approximately 0.53 miles south of County Road 12 in Fort Lupton, Colorado in the 'A' Agriculture Zone District.

The public hearings are to be held before the Planning Commission on Thursday, June 11, 2020, at 6:00 P.M., and before the City Council on Tuesday, July 7, 2020 at 7:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall remains closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, [www.fortluptonco.gov](http://www.fortluptonco.gov).

Further information is available through the City Planning and Building Department at (303) 857-6694.

**ALL INTERESTED PERSONS MAY  
ATTEND.**

**LEGAL DESCRIPTION**

**PARCEL 6 – CO-WELD-1-19**

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY 4 Z INVESTMENTS, LLP AND IS LOCATED IN A PART OF THE SE 1/4 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST, OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO;

A 10 FEET WIDE PERMANENT EASEMENT, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SE CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND MONUMENT WITH ALUMINUM CAP "PLS 38213"), FROM WHICH THE S 1/4 CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND 1/2" IRON ROD WITH CAP "PLS 30462") BEARS N 89°34'00" W, A DISTANCE OF 2,655.57 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND, S 89°34'00" W, A DISTANCE OF 2,647.28 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES:

- 1) N 00°26'11" W, A DISTANCE OF 1,308.50 FEET;
- 2) N 88°52'07" E, A DISTANCE OF 176.08 FEET;
- 3) N 00°25'47" W, A DISTANCE OF 1,261.12 FEET;
- 4) N 01°01'00" W, A DISTANCE OF 5.70 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS, FROM WHICH THE E 1/4 CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND MONUMENT WITH CAP "PLS 38213") BEARS N 87°55'24" E, A DISTANCE OF 2,467.36 FEET.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 2,751.4 FEET (166.75 RODS), CONTAINING A COMBINED AREA OF 27,512.97 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

**PARCEL 7 - CO-WELD-1-10**

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY KERR MCGEE GATHERING LLC AND IS LOCATED IN A PART OF THE E 1/2 / SW 1/4 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO;

A 10 FEET WIDE PERMANENT EASEMENT, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**CENTERLINE DESCRIPTION**

COMMENCING AT THE SW CORNER OF SAID SECTION 34 (AS MONUMENTED BY A FOUND IRON ROD WITH CAP "PLS 25937"), FROM WHICH THE W 1/4 CORNER OF SAID SECTION 34 (AS MONUMENTED BY A FOUND IRON ROD WITH CAP "PLS ILLEGIBLE") BEARS N 00°32'54" W, A DISTANCE OF 2,642.51 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE N 73°53'35" E, A DISTANCE OF 2,659.21 FEET TO A POINT ON A SOUTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES:

- 1) N 00°04'02" E, A DISTANCE OF 1,898.14 FEET;
- 2) N 00°14'03" W, A DISTANCE OF 24.26 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS, FROM WHICH THE SAID W 1/4 CORNER OF SAID SECTION 34 BEARS S 89°36'23" W, A DISTANCE OF 2,582.31 FEET.

THE SIDE LINES OF SAID  
EASEMENT ARE LENGTH-  
ENED OR SHORTENED TO  
MEET AT ANGLE POINTS  
AND TO TERMINATE ON SAID  
PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE  
ABOVE DESCRIBED CEN-  
TERLINE IS 1,922.39 FEET  
(116.51 RODS), CONTAINING  
AN AREA OF 19,224.7650  
SQUARE FEET OR 0.44  
ACRES, MORE OR LESS.

Published in: Fort Lupton Press  
Published on: May 27, 2020  
000YHEI



Planning & Building

130 S. McKinley Avenue  
Fort Lupton, CO 80621  
[www.fortluptonco.gov](http://www.fortluptonco.gov)

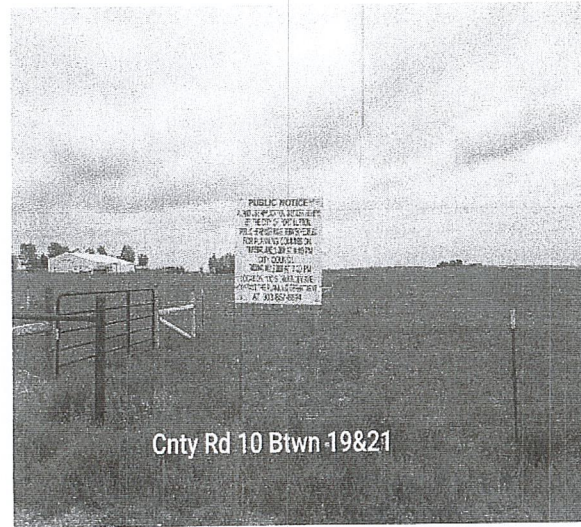
Phone: 303.857.6694  
Fax: 303.857.0351

**Sign Posting Affidavit**

Pioneer Water Pipeline LLC Special Use Permit  
Project No. LUP2020-0017 / Plan No. SUP2020-0004

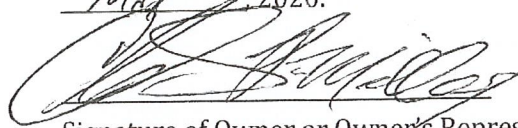


County Road 14



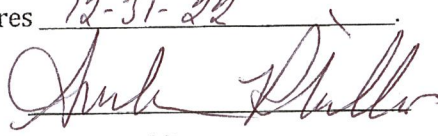
County Road 10 between County Road 19 and  
County Road 21

I, Charles Miller hereby acknowledge that the aforementioned property was posted  
in accordance with City Codes. Said public hearing notice was posted on this 28 day of  
May, 2020.

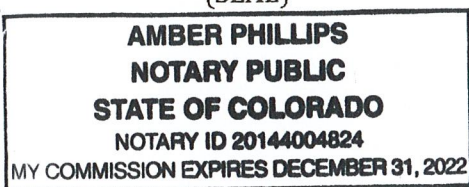
  
Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Charles Miller, this 28  
day of May, 2020. Witness my hand and seal.

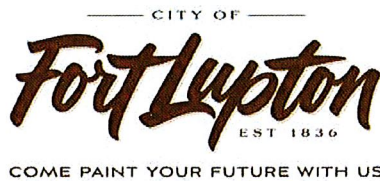
My commission expires 12-31-22

  
Notary Public

(SEAL)







## CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 26<sup>th</sup> day of May, 2020, a true and correct copy of the foregoing Notice of Public Hearings and Special Use Permit map for the Pioneer Water Pipeline LLC Special Use Permit was sent via U.S. Mail, postage pre-paid, to the following addresses:

WILSON ELIZABETH A  
PO BOX 268  
WATKINS, CO 80137

ROBINSON GREGORY N  
9502 COUNTY ROAD 16  
FORT LUPTON, CO 80621

DERR CHRISTOPHER RAY  
DERR GREGORY WAYNE  
23616 N 118<sup>TH</sup> LN  
SUN CITY, AZ 85373

SICKLER DORA M  
SICKLER MARVIN C  
9549 COUNTY ROAD 14  
FORT LUPTON, CO 80621

SUCKLA FARMS INC  
4468 COUNTY ROAD 19  
FORT LUPTON, CO 80621

4 Z INVESTMENTS LLP  
9075 COUNTY ROAD 10  
FORT LUPTON, CO 80621

WARD MATTHEW R TRUST  
3871 COUNTY ROAD 21  
FORT LUPTON, CO 80621

LEE PAO (HEIRS OF)  
LEE MAY ZOUA  
9332 COUNTY ROAD 10  
FORT LUPTON, CO 80621

SPINDLE HILL ENERGY LLC  
1 S WACKER DR STE 2020  
CHICAGO, IL 60606

SPURLING DIANA LEE  
PO BOX 215  
DACONO, CO 80514

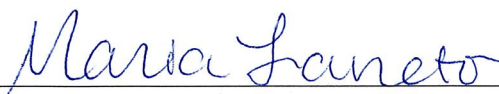
KERR-MCGEE GATHERINGS LLC  
PO BOX 173779  
DENVER, CO 80217

GITTLEIN FAMILY FARMS LLC  
5820 COUNTY ROAD 19  
FORT LUPTON, CO 80621

JZM LLC  
4200 COUNTY ROAD 19  
FORT LUPTON, CO 80621

DOMINGUEZ-PAEZ ELOY  
4023 COUNTY ROAD 21  
FORT LUPTON, CO 80621

BUCKMEIER KATHY R  
BUCKMEIER STANIS J  
420 E 104<sup>TH</sup> PLACE  
NORTHGLENN, CO 80233

  
\_\_\_\_\_  
City Official



---

**CITY OF FORT LUPTON  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a special use permit known as the Pioneer Water Pipeline LLC Special Use Permit for a produced water pipeline. This pipeline will extend through portions of Weld County and Adams County, and will be located within two parcels within the City of Fort Lupton's Municipal Boundaries. The north parcel is located north and adjacent to County Road 14 and east and adjacent to County Road 19 in Fort Lupton, Colorado in the 'I-1' Light Industrial Zone district. The south parcel is located approximately 0.51 miles east of County Road 19 and approximately 0.53 miles south of County Road 12 in Fort Lupton, Colorado in the 'A' Agriculture Zone District.

The public hearings are to be held before the Planning Commission on Thursday, June 11, 2020, at 6:00 P.M., and before the City Council on Tuesday, July 7, 2020 at 7:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall remains closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, [www.fortluptonco.gov](http://www.fortluptonco.gov).

Further information is available through the City Planning and Building Department at (303) 857-6694.

**LEGAL DESCRIPTION**

**PARCEL 6 – CO-WELD-1-19**

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY 4 Z INVESTMENTS, LLP AND IS LOCATED IN A PART OF THE SE 1/ 4 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST, OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO;

A 10 FEET WIDE PERMANENT EASEMENT, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SE CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND MONUMENT WITH ALUMINUM CAP "PLS 38213"), FROM WHICH THE S 1/4 CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND 1/2" IRON ROD WITH CAP "PLS 30462") BEARS N 89°34'00" W, A DISTANCE OF 2,655.57 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND, S 89°34'00" W, A DISTANCE OF 2,647.28 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES:

- 1) N 00°26'11" W, A DISTANCE OF 1,308.50 FEET;
- 2) N 88°52'07" E, A DISTANCE OF 176.08 FEET;
- 3) N 00°25'47" W, A DISTANCE OF 1,261.12 FEET;
- 4) N 01°01'00" W, A DISTANCE OF 5.70 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS, FROM WHICH THE E 1/4 CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND MONUMENT WITH CAP "PLS 38213") BEARS N 87°55'24" E, A DISTANCE OF 2,467.36 FEET.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 2,751.4 FEET (166.75 RODS), CONTAINING A COMBINED AREA OF 27,512.97 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

#### PARCEL 7 - CO-WELD-1-10

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY KERR MCGEE GATHERING LLC AND IS LOCATED IN A PART OF THE E 1/2 / SW 1/4 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO;

A 10 FEET WIDE PERMANENT EASEMENT, BEING 5 FEET ON EACH SIDE OF THE FOLIOING DESCRIBED CENTERLINE:

#### CENTERLINE DESCRIPTION

COMMENCING AT THE SW CORNER OF SAID SECTION 34 (AS MONUMENTED BY A FOUND IRON ROD WITH CAP "PLS 25937"), FROM WHICH THE W 1/4 CORNER OF SAID SECTION 34 (AS MONUMENTED BY A FOUND IRON ROD WITH CAP "PLS ILLEGIBLE") BEARS N 00°32'54" W, A DISTANCE OF 2,642.51 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE N 73°53'35" E, A DISTANCE OF 2,659.21 FEET TO A POINT ON A SOUTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES:

- 1) N 00°04'02" E, A DISTANCE OF 1,898.14 FEET;
- 2) N 00°14'03" W, A DISTANCE OF 24.26 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS, FROM WHICH THE SAID W 1/4 CORNER OF SAID SECTION 34 BEARS S 89°36'23" W, A DISTANCE OF 2,582.31 FEET.

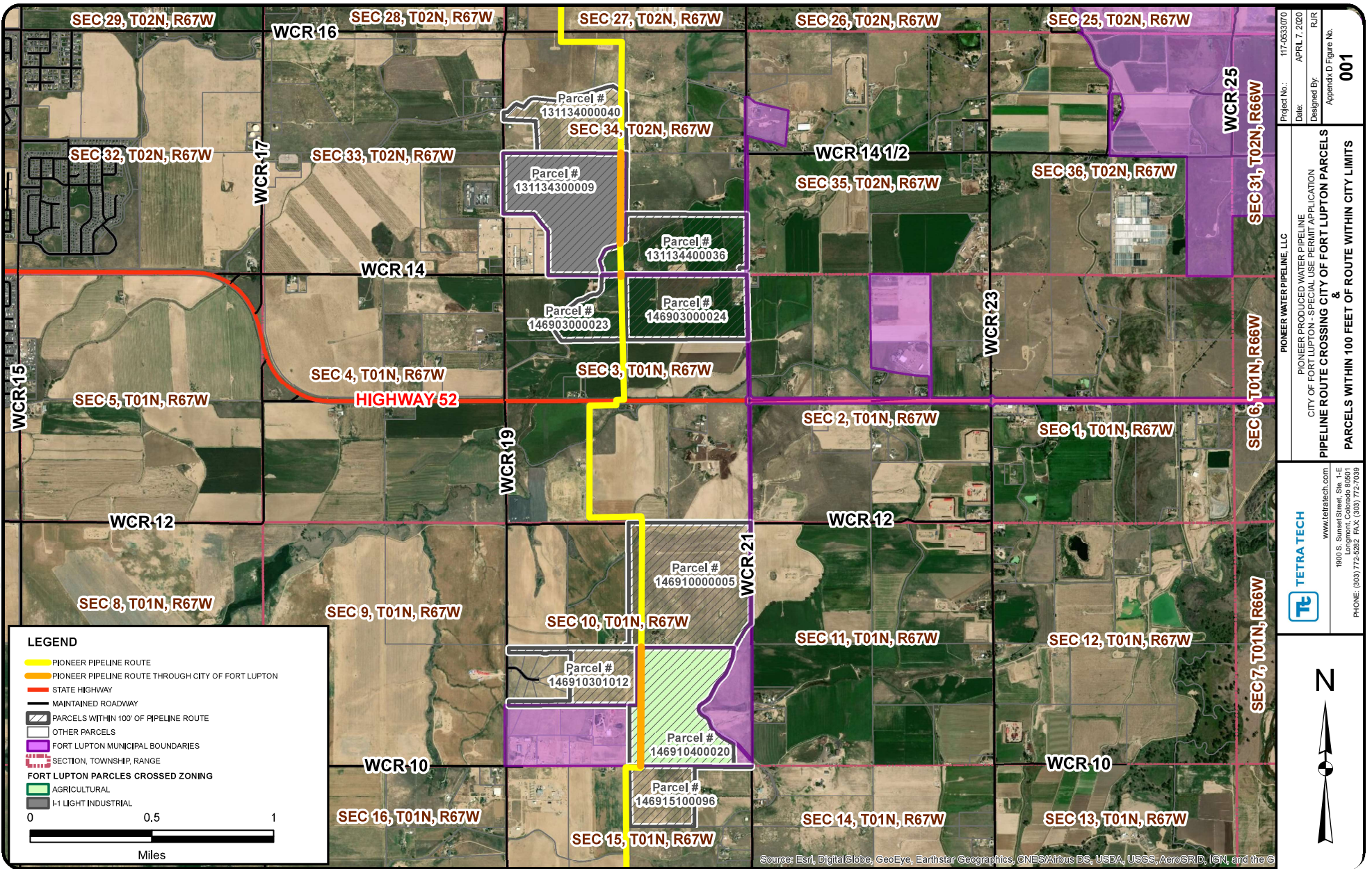
THE SIDE LINES OF SAID EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 1,922.39 FEET (116.51 RODS), CONTAINING AN AREA OF 19,224.7650 SQUARE FEET OR 0.44 ACRES, MORE OR LESS.

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT [BIT.LY/FLDEVELOPMENT](https://bit.ly/fldevelopment) AND SCROLLING DOWN TO THE ROWS TITLED: PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT.

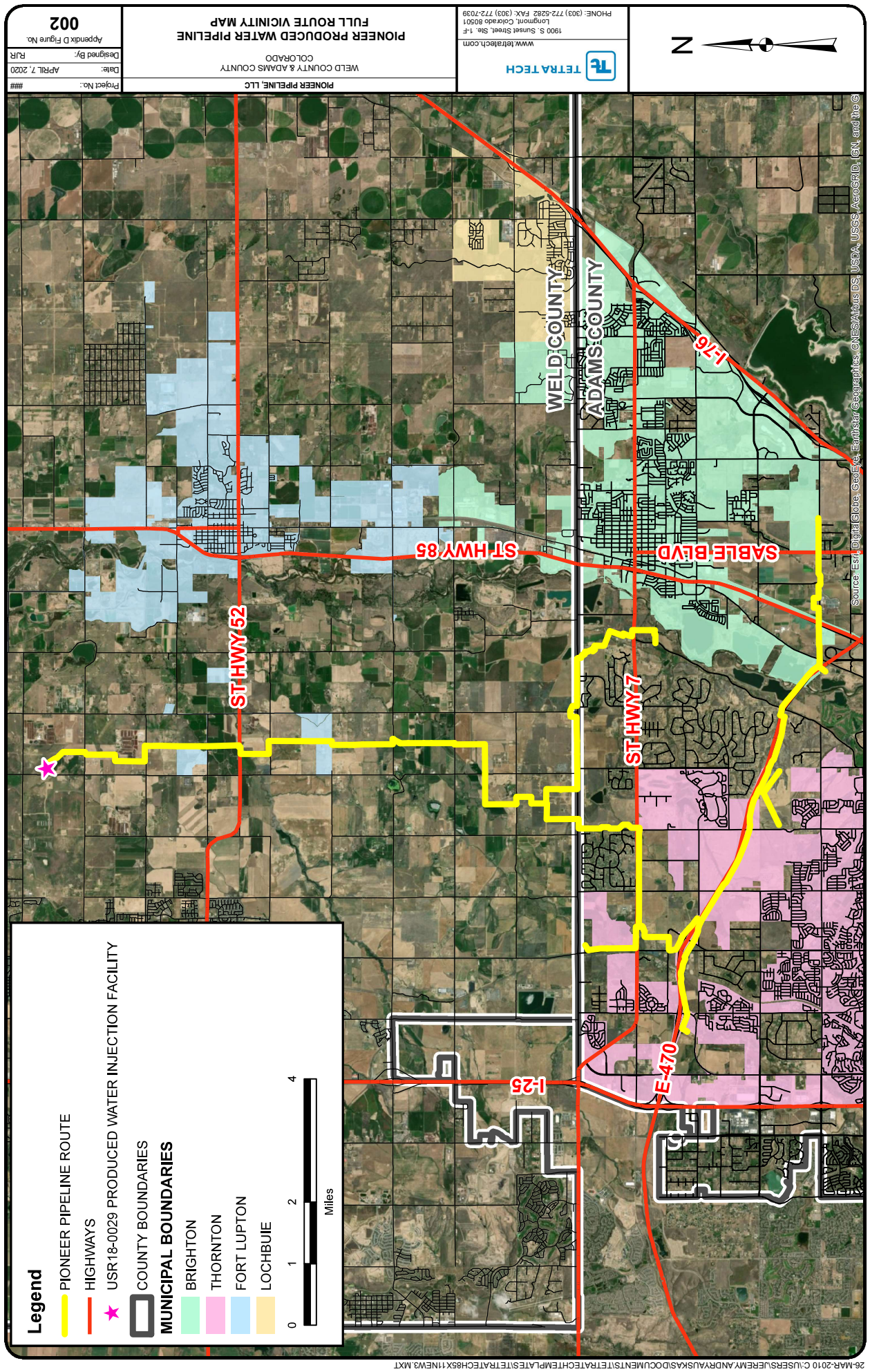


4/14/2020 - C:\PROJECTS\LONGMONT\0533117-4033070GIS\MXD\CITY OF\_FORTLUPTON\SUPP\FORT LUPTON PARCEL S CROSSED ZONING MAP SUPP.MXD - RYDER REDDICK



ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT [BIT.LY/FLDEVELOPMENT](https://bit.ly/fldevelopment) AND SCROLLING DOWN TO THE ROWS TITLED: PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT.

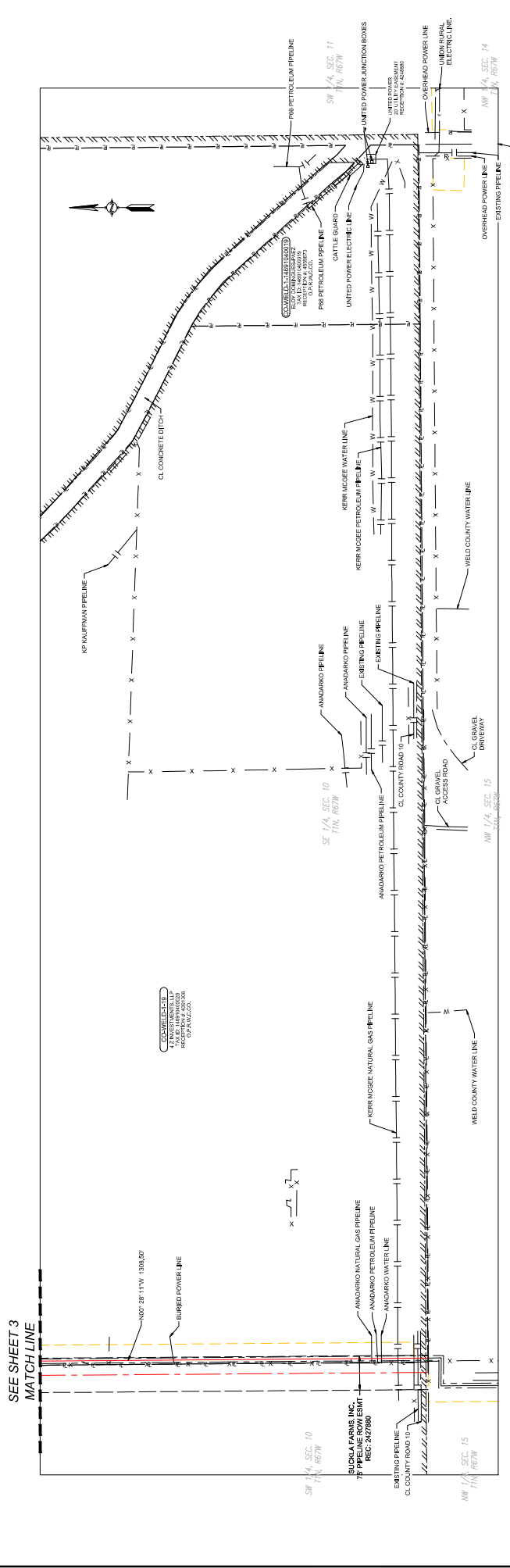
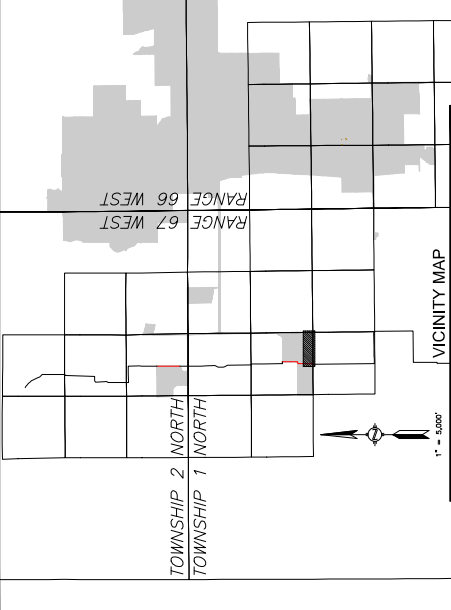








PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT  
 SUPPLY LINE  
 BEING PART OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST AND SECTION 34, TOWNSHIP 2  
 NORTH RANGE 67 WEST OF THE 6TH P.M. WELD COUNTY, COLORADO



FOR REVIEW ONLY

**Pioneer Pipeline**  
 2015 CLARK COUNTY DRIVE DATE 2011, GREGORY, CO 80624

**811**  
 CALL BEFORE YOU DIG  
 1-800-4-A-ROOT

| REV | DATE     | REVISION                      | CHECKS / APPROVALS        |
|-----|----------|-------------------------------|---------------------------|
| 0   | 03/06/20 | ISSUED FOR REVIEW             | SCALE: AS NOTED           |
| 1   | 04/29/20 | UPDATED DRAWING FOR REVISIONS | DRAWN BY: WAS 03/06/20    |
|     |          |                               | CHECKED BY: JAW 03/06/20  |
|     |          |                               | APPROVED BY: JAW 03/06/20 |
|     |          |                               | DATE: 03/06/20            |
|     |          |                               | DATE: 03/06/20            |
|     |          |                               | DATE: 03/06/20            |

**LEGEND**

- PROPOSED TRANSMISSION LINE
- PERMANENT EASEMENT BOUNDARY
- TEMPORARY EASEMENT BOUNDARY
- EXISTING TRANSMISSION LINE
- EXISTING WATER SUPPLY LINE
- EXISTING GAS PIPELINE
- EXISTING PETROLEUM PIPELINE
- EXISTING FENCE LINE
- EXISTING ROAD
- EXISTING POWER LINE
- EXISTING TELEPHONE LINE
- EXISTING FENCE LINE
- EXISTING POWER POLE
- EXISTING TELEPHONE POLE
- EXISTING FENCE POLE

**FOR REVIEW ONLY**

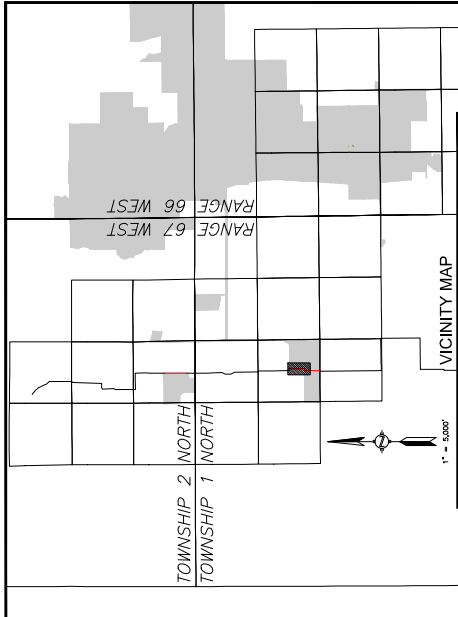
SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST, AND SECTION 34, TOWNSHIP 2 NORTH, RANGE 67 WEST, WELD COUNTY, COLORADO

62100-FL-PER-002

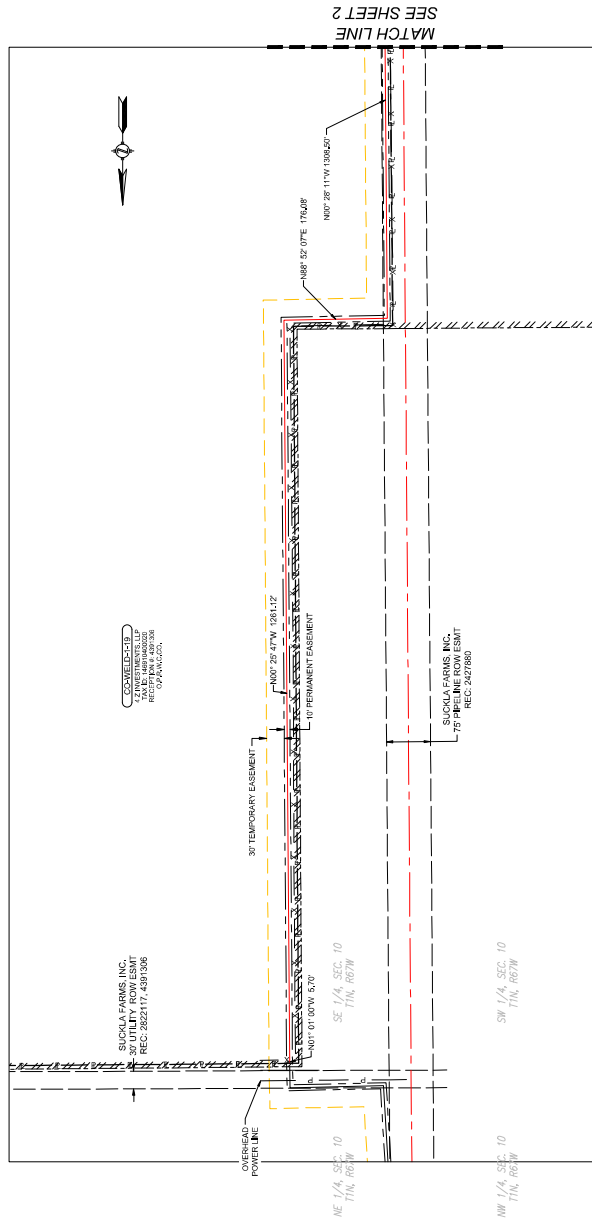
SHEET 2 OF 4

DATE: 03/06/20

SCALE: 1" = 5,000'



PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT  
 BEING PART OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST AND SECTION 34, TOWNSHIP 2  
 NORTH RANGE 67 WEST OF THE 6TH P.M. WELD COUNTY, COLORADO



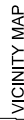
FOR REVIEW ONLY

| LEGEND                      |                   | CHECKS / APPROVALS |          | REVISION |          | REV               |   | DATE     |                               | REVISION |          |
|-----------------------------|-------------------|--------------------|----------|----------|----------|-------------------|---|----------|-------------------------------|----------|----------|
| PROPOSED TRANSMISSION LINE  | EXISTING PIPELINE | SCALE              | AS NOTED | 0        | 03/06/20 | ISSUED FOR REVIEW | 1 | 04/20/20 | UPDATED DRAWING FOR REVISIONS | 1        | 04/20/20 |
| PERMANENT EASEMENT BOUNDARY | WATER SUPPLY LINE | DRAWN BY:          | WAS      | 03/06/20 |          |                   |   |          |                               |          |          |
| TEMPORARY EASEMENT BOUNDARY | CO. MILEAGE       | CHECK BY:          | JAM      | 03/06/20 |          |                   |   |          |                               |          |          |
| PROPERTY LINE               | OVERHEAD POWER    | APPROV. BY:        | WAC      | 03/06/20 |          |                   |   |          |                               |          |          |
| AGRICULTURAL ZONE           | FIBER OPTIC CABLE | DATE:              | 03/06/20 |          |          |                   |   |          |                               |          |          |
| SECTION LINE                | ELECTRIC LINE     | DATE:              | 03/06/20 |          |          |                   |   |          |                               |          |          |
| FENCE LINE                  | TELEPHONE LINE    | DATE:              | 03/06/20 |          |          |                   |   |          |                               |          |          |
|                             | POWER POLE        | DATE:              | 03/06/20 |          |          |                   |   |          |                               |          |          |

| PIONEER WATER PIPELINE LLC                       |  | PIONEER WATER PIPELINE LLC                       |  |
|--------------------------------------------------|--|--------------------------------------------------|--|
| 2015 CLARKSON DRIVE SUITE 201, GREELEY, CO 80634 |  | 2015 CLARKSON DRIVE SUITE 201, GREELEY, CO 80634 |  |
| PROJECT NO: 62100-FL-PER-003                     |  | PROJECT NO: 62100-FL-PER-003                     |  |
| SHEET 3 OF 4                                     |  | SHEET 3 OF 4                                     |  |

**PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT**

FOR REVIEW ONLY

# CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-129

**APPROVE A RESOLUTION ACCEPTING AN ANNEXATION PETITION FOR THE SMITH ANNEXATION SUBMITTED BY RICHARD ALLEN SMITH & DEBORAH L SMITH AND TO SET A PUBLIC HEARING DATE FOR SEPTEMBER 1, 2020.**

I. **Agenda Date:** Council Meeting – July 7, 2020

II. **Attachments:**

- a. Resolution
- b. Land Use Application
- c. Annexation Petition
- d. Annexation Map

III. **Summary Statement:**

*Richard Allen Smith and Deborah L Smith (collectively, the "Applicants") have submitted an annexation petition to initiate annexation proceedings for one parcel of land. The parcel is located north and adjacent to County Road 24 right of way and approximately 0.72 miles east of County Road 19 (Parcel No. 131103000077). This proposed annexation, known as the Smith Annexation, consists of a total of 1.21 acres more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on September 1, 2020.*

IV. **Submitted by:**

Planner

V. **Finance Reviewed**

Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date



**IX. Detail of Issue/Request:**

*Richard Allen Smith and Deborah L Smith (collectively, the “Applicants”) have submitted an annexation petition to initiate annexation proceedings for one parcel of land. The parcel is located north and adjacent to County Road 24 right of way and approximately 0.72 miles east of County Road 19 (Parcel No. 131103000077). This proposed annexation, known as the Smith Annexation, consists of a total of 1.21 acres more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on September 1, 2020. The application includes an initial zoning request to Agriculture.*

*If Council adopts the resolution to accept the petition, the petitioners will move on to the next step, which is the review of the proposed annexation, initial zoning, and submitted application documents by the Development Review Team (DRT). Step three is a review and public hearing on August 13, 2020 by the Planning Commission who will provide Council with a recommendation. City Council is then required to act upon the request by ordinance at the public hearing, which is proposed to be set for September 1, 2020, which is the final step in the process.*

**X. Legal/Political Considerations:**

*State law and the Fort Lupton Municipal Code require the City Council to set a hearing date for the annexation request (Municipal Code Chapter 15). The Council hearing date must not be less than 30 days nor more than 60 days from the date of the resolution of substantial compliance, unless stipulated by the applicant. Staff recommends that the date for the City Council public hearing be set for September 1, 2020, which is four days before the 60-days deadline. The Planning Commission will conduct a public hearing on August 13, 2020 and make a recommendation to City Council.*

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

**XI. Alternatives/Options:**

*The City Council has the following three options:*

- a) Approve the resolution accepting the annexation petition and initiating the annexation proceedings; or*
- b) Reject the annexation petition at which time the annexation request will not move forward; or*

c) *Delay action on the resolution to gather more information.*

**XII. Financial Considerations:**

*Applicable application fees and fee deposits have been submitted by the applicant.*

**XIII. Staff Recommendation:**

*Staff recommends approval of the Resolution accepting the annexation petition and initiating annexation proceedings for the Smith Annexation and set the public hearing for September 1, 2020.*

**RESOLUTION NO. 2020Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE SMITH ANNEXATION AND SETTING THE PUBLIC HEARING FOR SEPTEMBER 1, 2020**

**WHEREAS**, the Fort Lupton City Council has reviewed the annexation petition submitted by Richard Allen Smith and Deborah L Smith for 1.21 acres, more or less, and known as the Smith Annexation; and

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

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the Smith Annexation and sets the hearing date for September 1, 2020, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

**APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7<sup>th</sup> DAY OF JULY, 2020.**

City of Fort Lupton, Colorado

\_\_\_\_\_  
Zo Stieber, Mayor

Attest:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney



## Planning &amp; Building

130 S. McKinley Avenue  
Fort Lupton, CO 80621

Phone: 303.857.6694  
Fax: 303.857.0351

[www.fortlupton.org](http://www.fortlupton.org)

Project No. \_\_\_\_\_

## Land Use Application Form

## A. CONTACT INFORMATION

- 1) Property Owner Name: Smith, Richard Allen & Deborah L  
 Company: St. Vrain Companies Inc. (St. Vrain Paving)  
 Phone: (303) 775-0799 Email: rickstvpaving@hotmail.com  
 Address: 22864 CR 5, Berthoud, CO 80613  
 Preferred method of contact? Email: ☐ Phone: ☐ Mail: ☐
- 2) Representative Name: Kelsey Bruxvoort  
 Company: AGPROfessionals  
 Phone: (970) 535-9318 Email: kbruxvoort@agpros.com  
 Address: 3050 67th Avenue, Greeley, CO 80634  
 Preferred method of contact? Email: ☒ Phone: ☒ Mail: ☐
- 3) Billing Contact (where invoices should be directed to): Rick Smith  
 Billing Company: St. Vrain Companies Inc. (St. Vrain Paving)  
 Phone: (303) 775-0799 Email: rickstvpaving@hotmail.com  
 Address: 22864 CR 5, Berthoud, CO 80613

## B. SITE DESCRIPTION

Site Address: 9729 County Road 24, Fort Lupton, CO 80621  
 Parcel Number: 131103000077  
 Existing Zone Classification: Agriculture Proposed Zone Classification: Agriculture  
 Water Type: District Name: Central Weld County Water District  
 Sewage Type: Septic Tank District Name or Location Hauled to: N/A

## C. APPLICATION TYPE (CHECK ALL THAT APPLY)

- |                                            |                                                               |                                                         |
|--------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Sketch Plat       | <input type="checkbox"/> Administrative Site Plan             | <input type="checkbox"/> PUD Plan (Preliminary & Final) |
| <input type="checkbox"/> Preliminary Plat  | <input checked="" type="checkbox"/> Special Use Permit        | <input type="checkbox"/> Variance                       |
| <input type="checkbox"/> Final Plat        | <input type="checkbox"/> Oil & Gas Permit                     | <input type="checkbox"/> Administrative Variance        |
| <input type="checkbox"/> Minor Subdivision | <input checked="" type="checkbox"/> Annexation & Initial Zone | <input type="checkbox"/> Appeal                         |
| <input type="checkbox"/> Amended Plat      | <input type="checkbox"/> Change of Zone                       | <input type="checkbox"/> Other: _____                   |
| <input type="checkbox"/> Site Plan         | <input type="checkbox"/> Comp Plan Amendment                  |                                                         |

Project No. \_\_\_\_\_

**D. PROJECT DESCRIPTION**

Project Name: Smith Annexation

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

Annexation with Agricultural Zoning and a Special Use Permit for 1.34-acre parcel located on CR 24 approx. 3/4-mile east of CR 19. Proposed SUP will allow storage of commercial vehicles and equipment associated with St. Vrain Paving whose primary location is in Berthoud, CO.

**E. REQUIRED DOCUMENTS**

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

**F. CERTIFICATIONS**

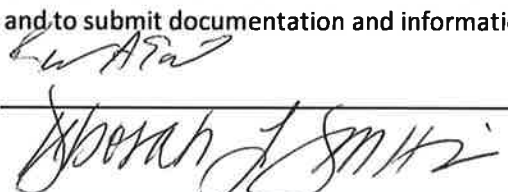
**Representative Certification**

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

Representative: Kelsey Buxworth - AG Professionals Date: 6/12/20  


**Owner Certification**

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

Owner:  Date: 6-12-20

**For Office Use Only**

Received Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deemed Complete Date: \_\_\_\_\_

Fees Submitted: \_\_\_\_\_ Escrow Submitted: \_\_\_\_\_



## **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 Smith 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.

- h. The territory proposed to be annexed does not include any area which is the same or substantially the same area 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 1.21 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 five hundred (500) 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.

8. The zoning classification requested for the area proposed to be annexed is agriculture, 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. The property is included in the Northern Colorado Water Conservancy District (NCWCD) and the NCWCD Municipal Subdistrict.
11. The non-refundable annexation application fee of \$0.00 is tendered herewith.

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

| <u>Land Owner(s) Name(s) and Signature(s)</u> | <u>Mailing Address</u>    | <u>Date of Signing</u> |
|-----------------------------------------------|---------------------------|------------------------|
| <u>R.A. [Signature]</u>                       | <u>22864 C.R. 5</u>       | <u>6-12-20</u>         |
| <u>[Signature]</u>                            | <u>Berthoud, CO 80513</u> | <u>6-12-20</u>         |
| <u>" "</u>                                    | <u>" "</u>                | <u>" "</u>             |
| <u> </u>                                      | <u> </u>                  | <u> </u>               |
| <u> </u>                                      | <u> </u>                  | <u> </u>               |
| <u> </u>                                      | <u> </u>                  | <u> </u>               |
| <u> </u>                                      | <u> </u>                  | <u> </u>               |
| <u> </u>                                      | <u> </u>                  | <u> </u>               |

The foregoing signature(s) was/were subscribed and sworn to before me this 12<sup>th</sup> day of June, 2020, by

Witness my hand and official seal.

My commission expires on 8.1.2021.

[Signature]  
Notary Public

Land Owned

Land owned is described in Exhibit A.

If necessary, attach separate sheet.

KARILYN BAUGHMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174032330  
MY COMMISSION EXPIRES AUGUST 1, 2021



**AFFIDAVIT OF CIRCULATOR**

STATE OF COLORADO     )  
                                          )ss.  
COUNTY OF WELD         )

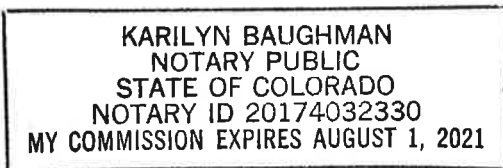
ACIP Professionals  
Kelsey Bruxvoort, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name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

Kelsey Bruxvoort  
(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 12<sup>th</sup> day of June, 20 20, by Kelsey Bruxvoort.

Witness my hand and official seal.

My commission expires on 8-1-2021.



Karilyn Baughman  
Notary Public

**EXHIBIT A**  
(Legal Description)

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 3, T2 NORTH, R67 WEST OF THE 6TH P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ASSUMING THE SOUTH LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST AS BEARING SOUTH 89°57'09" WEST BETWEEN THE FOUND MONUMENTS AS SHOWN ON THIS SURVEY, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH  $\frac{1}{16}$  CORNER OF THE SOUTHEAST  $\frac{1}{4}$  SAID SECTION 3, SOUTH 89°57'09" WEST FOR A DISTANCE OF 38.94 FEET, THENCE NORTH 06°07'10" EAST FOR A DISTANCE OF 30.17 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 06°07'10" EAST FOR A DISTANCE OF 123.30 FEET,

THENCE NORTH 02°59'51" EAST FOR A DISTANCE OF 43.47 FEET,

THENCE NORTH 05°53'12" WEST FOR A DISTANCE OF 55.80 FEET,

THENCE NORTH 17°55'11" WEST FOR A DISTANCE OF 50.95 FEET,

THENCE SOUTH 89°57'09" WEST FOR A DISTANCE OF 181.51 FEET

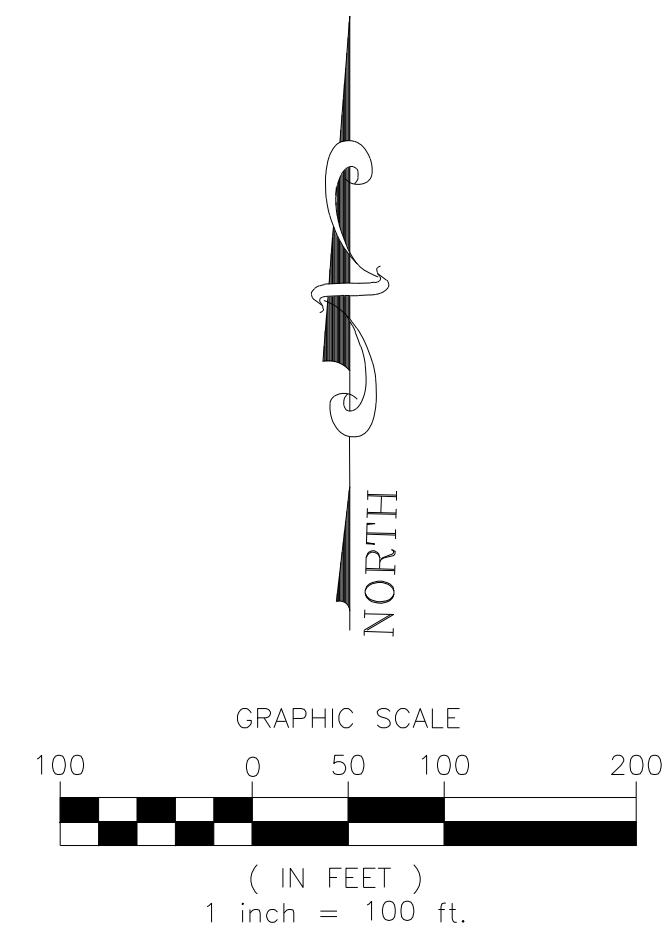
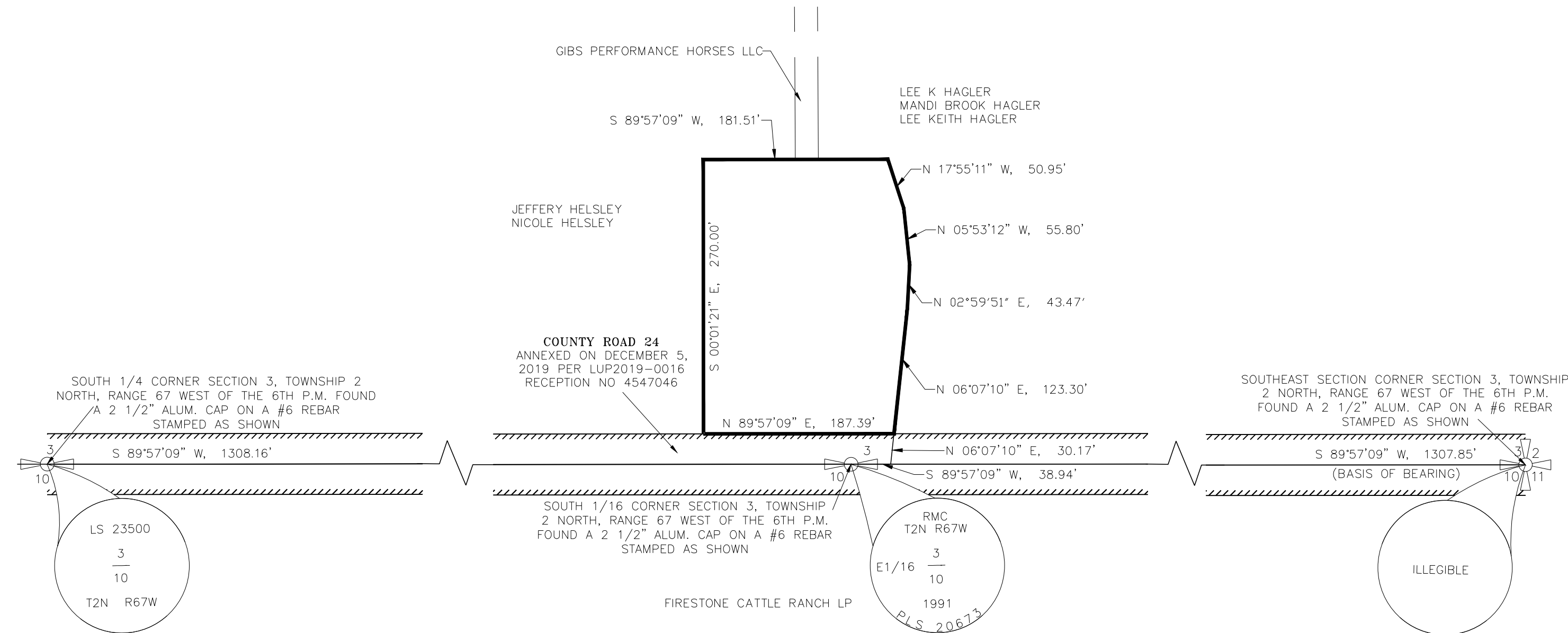
THENCE SOUTH 00°01'21" EAST FOR A DISTANCE OF 270.00 FEET TO A POINT ALONG THE NORTH LINE OF THE COUNTY ROAD ROW,

THENCE ALONG THE COUNTY ROAD ROW NORTH 89°57'09" EAST FOR A DISTANCE OF 187.39 TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.21 ACRES

BEING A PART OF THE SE 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE 6TH P.M., WELD COUNTY, COLORADO

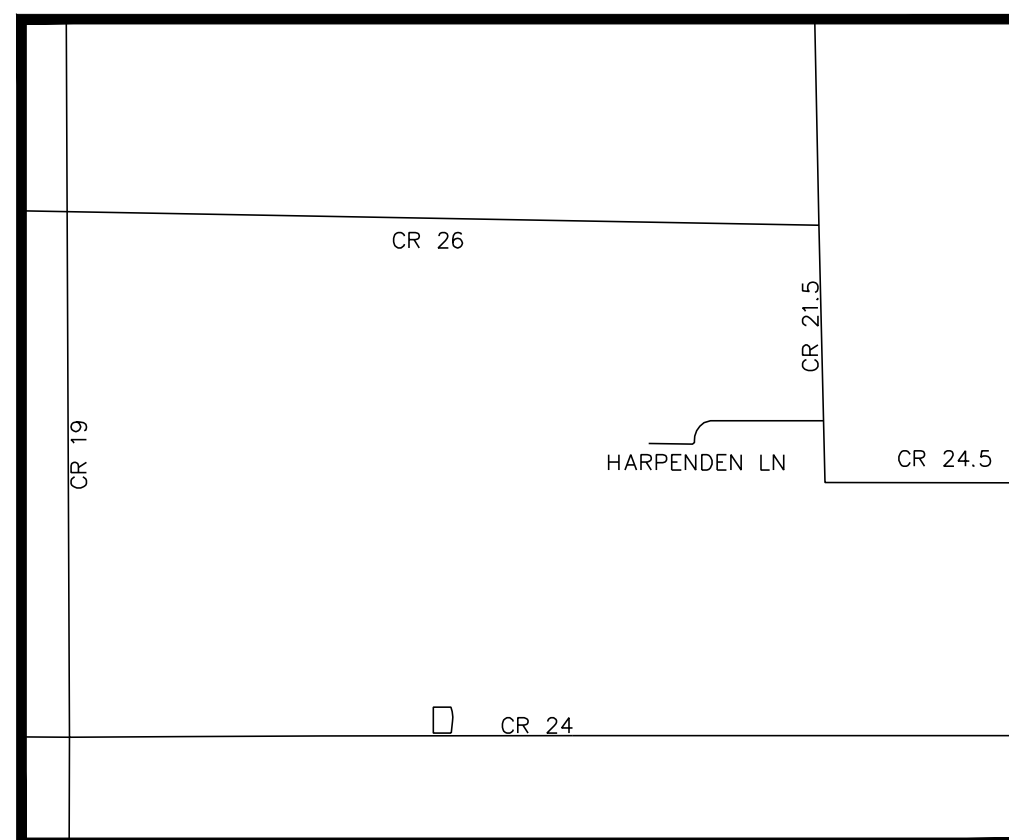
 = FOUND OR SET SECTION CORNER AS NOTED.  
 = FOUND OR SET ONE-QUARTER OR ONE-SIXTEENTH CORNER AS NOTED.  
 = ROW LINE  
 = CITY OF FORT LUPTON  
 = BOUNDARY LINE  
 = NEIGHBOR BOUNDARY



BY: \_\_\_\_\_ 24307 \_\_\_\_\_  
GARY K. HAMMER DATE COLORADO REGISTRATION #

| <u>ANNEXATION NO. 1 CONTIGUITY TABLE:</u> |             |
|-------------------------------------------|-------------|
| TOTAL PERIMETER:                          | 912.40 FEET |
| REQUIRED 1/6 CONTIGUOUS PERIMETER         | 152.06 FEET |
| CONTIGUOUS BOUNDARY                       | 187.37 FEET |

| <u>ZONING CHART:</u>          |                                       |                 |
|-------------------------------|---------------------------------------|-----------------|
| EXISTING ZONING:              | PROPOSED ZONING:                      | ZONING ACREAGE: |
| AGRICULTURAL<br>(WELD COUNTY) | AGRICULTURAL<br>(CITY OF FORT LUPTON) | 1.21 ACRES      |



VICINITY MAP 1" = 2000'

NOTARY PUBLIC

CHAIRPERSON, FORT LUPTON  
PLANNING COMMISSION

## SEAL

| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
|     |      |             |    |
|     |      |             |    |
|     |      |             |    |
|     |      |             |    |

CLIENT: AGPROFESSIONALS  
3050 67TH AVE. SUITE 200  
GREELEY, CO 80634

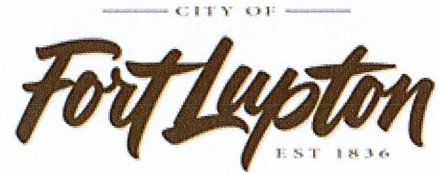
HAMMER LAND SURVEYING, INC.  
3050 67TH AVENUE, SUITE 200  
GREELEY, CO 80634  
PH: 970-535-9318

SMITH ANNEXATION  
SECTION 3, TOWNSHIP 2 NORTH,  
RANGE 67 WEST, 6TH P.M.

SECTION 3, TOWNSHIP 2 NORTH  
RANGE 67 WEST, 6TH P.M.

DATE: 7/1/2020      JOB#2778-01

**CITY OF FORT LUPTON  
CITY COUNCIL**



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

Zo Stieber, Mayor

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

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**AM 2020-124**

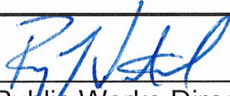
**REJECT BID FROM DREAM BUILDERS FOR 2020 ASPHALT REPAIRS PROJECT**

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- I. **Agenda Date:** Council Meeting – July 7, 2020
- II. **Attachments:** a. pages 13 and 14 Bid Documents.  
b. Bid Tabulation.
- III. **Summary Statement:**  
*Reject low bid from Dream Builders, Inc for 2020 Asphalt Repairs Project.*

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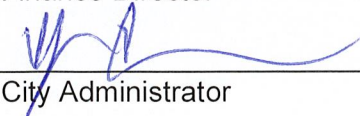
IV. **Submitted by:**

  
Public Works Director

V. **Finance Reviewed**

  
Finance Director

VI. **Approved for Presentation:**

  
City Administrator

VII. **Attorney Reviewed**

\_\_\_\_\_ Approved \_\_\_\_\_

\_\_\_\_\_ Pending Approval \_\_\_\_\_

---

VIII. **Certification of Council Approval:**

\_\_\_\_\_ City Clerk

\_\_\_\_\_ Date



**IX. Detail of Issue/Request:**

*Bid documents were advertised from June 5, 2020 with bid opening on June 26, 2020. Six bids were received with Dream Builders, Inc. providing the low bid as shown in the attached Bid Tabulation.*

*Dream Builders, Inc. is the same personnel as Excavation and Construction Specialist, Inc. who was awarded the 2018 Sidewalk / Curb & Gutter / Concrete Repair Project. The performance of work under this project by this group was unacceptable. Following project completion, the City received inquiries regarding the company's equipment location by their equipment supplier.*

**X. Legal/Political Considerations:**

*Bid documents include section 3-18 Bid Evaluation "The City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the project's best interest to make an award to that Bidder."*

**XI. Alternatives/Options:**

- *Reject Dream Builders Bid - award to next lowest bidder.*
- *Award bid to Dream Builders*
- *Rebid project*

**XII. Financial Considerations:**

*\$50,000.00 was budgeted in the Streets Sales Tax Fund for Asphalt Repairs (included in the \$220,000 budget for Patching).*

**XIII. Staff Recommendation:**

*Staff recommends rejecting bid from Dream Builders and award of contract to next lowest bidder.*



### **3-16 Bid Modification and Withdrawal**

A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where the Bids are to be submitted prior to the date and time for the opening of Bids.

### **3-17 Bid Openings**

The Bids will be opened at the time and place indicated in Paragraph 7 of the PM's Clause 1, *Invitation to Bid*, and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to the Bidders after the Bids have been opened.

### **3-18 Bid Evaluation**

- 18.01** The City reserves the right to reject any or all Bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The City further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be irresponsible. The City may also reject the Bid of any Bidder if the City believes that it would not be in the project's best interest to make an award to that Bidder. The City further reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract terms with the Successful Bidder.
- 18.02** More than one (1) Bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder having an interest in more than one (1) Bid for the work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.03** In evaluating the Bids, the City will consider whether or not the Bids comply with the prescribed requirements and other data, as may be required in the Bid Form or prior to the Notice of Award.
- 18.04** In evaluating the Bidders, the City will consider the qualifications of the Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted.
- 18.05** The City may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the work in accordance with the Project Manual.

### **3-19 Bid Acceptance**

All Bids will remain subject to acceptance for sixty (60) calendar days after the date and time prescribed at the place indicated in Paragraph 1 of the PM's Clause 1, *Invitation to Bid*, but the City may, at its sole discretion, release any Bid and return the related bid security prior to the end of this period.

### **3-20 Contract Award**

If the Contract is to be awarded, the City will award it to the Bidder whose Bid is in the project's best interests.

### **3-21 Securities and Insurance**

When the Successful Bidder delivers the executed Public Works Agreement to the City, it shall be accompanied by the bonds and insurance indicated hereinbelow. The City's requirements regarding the performance bond, the payment bond, and insurance are provided for:

#### **A. Performance Bond**

CC Sub-Clause 14-3.7.A, *Bonds*.

#### **B. Payment Bond**

CC Sub-Clause 14-3.7.A, *Bonds*.

#### **C. Insurance**

CC Sub-Clause 14-3.7.B, *Insurance*.

### **3-22 Agreement Signing**

When the City issues the Notice of Award to the successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Public Works Agreement along with the other Contract Documents, which are identified in the PWA's Clause 2, *Contract Documents*, as attached thereto.

Within seven (7) days thereafter the successful Bidder shall sign and deliver the required number of counterparts of the Public Works Agreement and attached documents to the City. Within ten (10) days thereafter, the City will deliver one (1) fully signed counterpart to the successful Bidder with a complete set of the drawings with appropriate identification.

### **3-23 Sales and Use Tax**

The City is exempt from Colorado State Sales and Use Taxes on the materials and equipment to be incorporated into the Work.

### **3-24 Retainage**

The requirements for retainage are defined in CC Sub-Clause 14-9.3, *Progress Payments*.

### **3-25 Contract Subletting**

- A.** If the Bidder intends to sublet any portion of the Work, then pursuant to the provisions of CC Sub-Clause 14-2.16, *Subcontracting*, and CC Sub-Clause 14-4.8, *Subcontractors, Suppliers, and Others*, the Bidder shall furnish a list of subcontractors on the PM's Clause 4, *Proposed Subcontractors*, listing the description of work to be performed by each Subcontractor as a material part of the sealed Proposal.

City of Fort Lupton, Colorado  
Public Works Department

**Bidtab**  
**2020 - Asphalt Repairs**

|                                   |                         |                                                                                                                                |                   |          |                 |                   |                    |                   |                       |                   |    |           |
|-----------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------|----------|-----------------|-------------------|--------------------|-------------------|-----------------------|-------------------|----|-----------|
| Contractor's Name:                |                         |                                                                                                                                | Engineer Estimate |          |                 |                   | Dream Builders Inc |                   | Colorado Paving, Inc. |                   |    |           |
| Project Total                     |                         |                                                                                                                                |                   |          | \$              | 40,470.00         |                    | \$                | 27,965.00             |                   | \$ | 29,252.00 |
| Division 100 - General Provisions |                         |                                                                                                                                |                   |          |                 |                   |                    |                   |                       |                   |    |           |
| Payment Item No.                  | Specification Reference | Description                                                                                                                    | Payment Unit      | Quantity | Rate in Numbers | Amount in Numbers | Rate in Numbers    | Amount in Numbers | Rate in Numbers       | Amount in Numbers |    |           |
| 1                                 | TS 16-101               | Mobilization                                                                                                                   | LS                | 1        | \$ 5,000.00     | \$ 5,000.00       | \$ 2,500.00        | \$ 2,500.00       | \$ 6,000.00           | \$ 6,000.00       |    |           |
| 2                                 | TS 16-102               | Traffic Control                                                                                                                | LS                | 1        | \$ 500.00       | \$ 500.00         | \$ 3,500.00        | \$ 3,500.00       | \$ 3,000.00           | \$ 3,000.00       |    |           |
| SUBTOTAL                          |                         |                                                                                                                                |                   |          |                 | \$ 5,500.00       |                    | \$ 6,000.00       |                       | \$ 9,000.00       |    |           |
|                                   |                         |                                                                                                                                |                   |          |                 |                   |                    |                   |                       |                   |    |           |
| Payment Item No.                  | Specification Reference | Description                                                                                                                    | Payment Unit      | Quantity | Rate in Numbers | Amount in Numbers | Rate in Numbers    | Amount in Numbers | Rate in Numbers       | Amount in Numbers |    |           |
| 3                                 | 16-201                  | Remove Existing Asphalt - Full Depth                                                                                           | SF                | 1000     | \$ 2.00         | \$ 2,000.00       | \$ 4.50            | \$ 4,500.00       | \$ 1.75               | \$ 1,750.00       |    |           |
| 4                                 | 16-202                  | Unclassified Excavation                                                                                                        | CY                | 110      | \$ 2.00         | \$ 220.00         | \$ 15.00           | \$ 1,650.00       | \$ 10.00              | \$ 1,100.00       |    |           |
| 5                                 | 16-301                  | Add Class 6 Base Course                                                                                                        | CY                | 60       | \$ 25.00        | \$ 1,500.00       | \$ 24.00           | \$ 1,440.00       | \$ 31.70              | \$ 1,902.00       |    |           |
| 6                                 | 16-401                  | Furnish and Place Hot Mix Asphalt, Patch Back, Mix Grade S (3/4"), Asphalt Grade PG64-22 (with max 20% RAP), Complete in place | TON               | 125      | \$ 250.00       | \$ 31,250.00      | \$ 115.00          | \$ 14,375.00      | \$ 124.00             | \$ 15,500.00      |    |           |
| SCHEDULE SUBTOTAL                 |                         |                                                                                                                                |                   |          |                 | \$ 34,970.00      |                    | \$ 21,965.00      |                       | \$ 20,252.00      |    |           |

| Elite Surface Infrastructure |                   | Straight Line Sawcutting, Inc. |                   | A-1 Chipseal Co. |                   | Asphalt Specialties Company, Inc. |                   |
|------------------------------|-------------------|--------------------------------|-------------------|------------------|-------------------|-----------------------------------|-------------------|
|                              | \$ 36,747.75      |                                | \$ 39,046.00      |                  | \$ 57,272.50      |                                   | \$ 77,777.00      |
|                              |                   |                                |                   |                  |                   |                                   |                   |
| Rate in Numbers              | Amount in Numbers | Rate in Numbers                | Amount in Numbers | Rate in Numbers  | Amount in Numbers | Rate in Numbers                   | Amount in Numbers |
| \$ 1,300.00                  | \$ 1,300.00       | \$ 1,000.00                    | \$ 1,000.00       | \$ 3,500.00      | \$ 3,500.00       | \$ 4,452.00                       | \$ 4,452.00       |
| \$ 5,860.00                  | \$ 5,860.00       | \$ 1,000.00                    | \$ 1,000.00       | \$ 15,000.00     | \$ 15,000.00      | \$ 2,900.00                       | \$ 2,900.00       |
|                              | \$ 7,160.00       |                                | \$ 2,000.00       |                  | \$ 18,500.00      |                                   | \$ 7,352.00       |
|                              |                   |                                |                   |                  |                   |                                   |                   |
| Rate in Numbers              | Amount in Numbers | Rate in Numbers                | Amount in Numbers | Rate in Numbers  | Amount in Numbers | Rate in Numbers                   | Amount in Numbers |
| \$ 4.30                      | \$ 4,300.00       | \$ 5.67                        | \$ 5,670.00       | \$ 3.07          | \$ 3,070.00       | \$ 20.00                          | \$ 20,000.00      |
| \$ 27.30                     | \$ 3,003.00       | \$ 63.60                       | \$ 6,996.00       | \$ 62.05         | \$ 6,825.50       | \$ 120.00                         | \$ 13,200.00      |
| \$ 63.60                     | \$ 3,816.00       | \$ 85.50                       | \$ 5,130.00       | \$ 136.45        | \$ 8,187.00       | \$ 235.00                         | \$ 14,100.00      |
|                              |                   |                                |                   |                  |                   |                                   |                   |
| \$ 147.75                    | \$ 18,468.75      | \$ 154.00                      | \$ 19,250.00      | \$ 165.52        | \$ 20,690.00      | \$ 185.00                         | \$ 23,125.00      |
|                              |                   |                                |                   |                  |                   |                                   |                   |
|                              | \$ 29,587.75      |                                | \$ 37,046.00      |                  | \$ 38,772.50      |                                   | \$ 70,425.00      |

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

COME PAINT YOUR FUTURE WITH US

Page 175 of 258



**IX. Detail of Issue/Request:**

*Bid documents were advertised from June 5, 2020 with bid opening on June 26, 2020. Six bids were received with Colorado Paving, Inc. providing the lowest responsible bid as shown in the attached Bid Tabulation.*

*Colorado Paving, Inc. is a new company formed in October 2019. The team is composed of experienced construction personnel. The company is family owned and operated. The City contracted with them this past spring for the 2019 Streets projects. City staff has a very high opinion of this contractor, and they did an excellent job with the construction work.*

*Anticipated project start mid-July with patching services through November 2020.*

**X. Legal/Political Considerations:**

*None*

**XI. Alternatives/Options:**

- *Approve Contract Agreement with Colorado Paving, Inc.*
- *Do not approve the Contract*
- *Rebid project*

**XII. Financial Considerations:**

*\$50,000.00 was budgeted in the Streets Sales Tax Fund for Asphalt Repairs (included in the \$220,000 budget for Patching).*

**XIII. Staff Recommendation:**

*Staff recommends approving contract with PLM for not to exceed \$40,000.00 for the 2020 Asphalt Repairs Project.*



## City of Fort Lupton, Colorado

### Public Works Department

## Public Works Agreement

This **Public Works Agreement**, hereinafter “Agreement,” is entered into by and between the City of Fort Lupton, Colorado, hereinafter “City,” and **Colorado Paving, Inc.** hereinafter “Contractor.”

hereinafter “Contractor.”

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

### 1. Scope of Work

The Contractor shall furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated into and for a permanent part of the completed Work. The Contractor shall provide and perform all necessary labor in a first class and workmanlike manner in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions and conditions of the Contract Documents. The Contractor shall perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work included in this Scope of Work and the Bid Documents set forth and incorporated hereinbelow.

### 2. Contract Documents

The executed Contract Documents comprise the following:

- A. The Executed Agreement;
- B. Addenda (if any);
- C. Advertisement for Bids;
- D. Invitation for Bids;
- E. Instructions to Bidders;
- F. Proposed Subcontractors;
- G. Non-Collusion Affidavit;
- H. Bid, Performance, and Payment Bonds;
- I. Proposal;
- J. Bid Form;
- K. Special Conditions of Contract;
- L. Conditions of Contract;

- M. City of Fort Lupton, Colorado *Standards and Specifications for the Construction of Public Improvements*, latest edition;
- N. The Colorado Department of Transportation *2011 Standard Specifications for Road and Bridge Construction*;
- O. Certificates of Insurance; and
- P. Plans (Drawings).

This Agreement, together with the other Documents enumerated above, which said other Documents are as fully a part of the Agreement as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Agreement conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

### 3. Time for Completion

The Contractor agrees to commence work upon execution of this Agreement and to substantially complete all work no later than November 20, 2020.

### 4. Contract Appropriations / No Change Orders

The City states that the amount of money appropriated for this Agreement is equal to or in excess of the Contract Sum. No Change Order to this Agreement requiring additional compensable Work to be performed, which Work causes the aggregate amount payable under this Agreement to exceed the Amount appropriated for the Original Contract will be issued by the City unless the City notifies the Contractor, in writing, that lawful appropriations to cover the costs of the Additional Work have been made.

### 5. Contract Amount

The City will pay to the Contractor for the performance and completion of the Work encompassed by this Agreement, and the Contractor shall accept as full compensation therefore the Amount of **FORTY THOUSAND DOLLARS & NO CENTS, \$ 40,000.00**, subject to the City's confirmation of the completion of the Scope of Work in accordance with the Contract Documents attached hereto. The said Amount to be paid upon the City's inspection and acceptance of the Work, at the City's sole discretion, including the Contractor's completion of any punch-list items as determined by the City and the execution of any releases by the Contractor deemed necessary by the City.

### 6. Contractor Payments

The Contractor shall, at no more than or less than monthly intervals on a Date to be agreed by the City and the Contractor, submit Application for Payment requests to the City.

- A. The Application for Payment shall clearly identify and provide such detail for which the Engineer and the Contractor shall agree to describe the Work completed by the Contractor up to the Date of the Application for Payment.

- B. The City will deduct and retain an amount equal to ten percent (10%) of the Application for Payment's Amount. The retained amounts shall be paid upon Final Acceptance of the work.
- C. The City will endeavor to effect the Progress Payments to the Contractor no later than thirty (30) calendar days after the Date the Application for Payment is received by the City.
- D. The Contractor shall charge Past Due Accounts an interest rate of two percent (2%) per month on any unpaid balance.

## **7. Warranty**

All warranties for Work performed by the Contractor, repairs to be made or service calls required to be attended to by the Contractor shall be two (2) years. The Contractor shall notify the City when the Scope of Work is Completed and the City will confirm Completion of the Work, at the City's sole discretion. Once the Scope of Work is confirmed by the City as being completed, the Notice of Commencement of Warranty attached hereto and incorporated herein will be tendered by the City. The Warranty Period shall only commence upon the execution and tendering of the Notice of Commencement of Warranty to the Contractor by the City and said Warranty shall continue for the Warranty Period.

## **8. Amendment / No Assignment**

No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

## **9. Complete Agreement**

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

## **10. Severability**

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

## **11. Governing Law**

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

**12. OSHA Requirements**

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

**13. No Waiver of Governmental Immunity**

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

**14. Force Majeure**

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

**15. Independent Contractor**

The Contractor is a separate, legal entity from the City and the parties making this Agreement accordingly with the understanding that the Contractor at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by the Contractor to perform services pursuant to this Agreement shall be employees or independent contractors of the Contractor and are not employees, contractors or agents of the City. The Contractor does not have the authority to bind the City by contract or otherwise.



**16. Indemnification by Contractor**

The Contractor shall defend, indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of the Contractor or its subcontractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

**17. Approval Required**

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

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

**CITY OF FORT LUPTON, COLORADO**

\_\_\_\_\_  
By: **Zo Stieber**

Title: **Mayor**

**COLORADO PAVING, INC.**

\_\_\_\_\_  
By: **Jesus Sanchez**

Title: **President**



## City of Fort Lupton, Colorado

Public Works Department

### Notice of Award

Colorado Paving, Inc.  
15210 Edna Drive  
Brighton, CO 80603

Date: **July 7, 2020**

Attention: Jesus Sanchez

**Subject: City of Fort Lupton, Colorado  
2020 - Asphalt Repairs Project**

### **Notice of Award**

The City of Fort Lupton, Colorado, has considered the Proposal submitted by you for the above described work in response to the Invitation for Bids dated **June 5, 2020**, and the Instructions to Bidders.

You are hereby notified that your Proposal has been accepted for the work in the amount or amounts shown on your Proposal.

You are required by the Instructions to Bidders to execute the Public Works Agreement and furnish the Performance Bond, the Payment Bond, Insurance Certificates, and other required documentation no later than ten (10) calendar days from the date of this notice.

If you fail to execute the said Public Works Agreement and to furnish the said Bonds no later than seven (7) calendar days from the date of this Notice of Award, the City of Fort Lupton, Colorado, will be entitled to consider all your rights arising out of the City of Fort Lupton, Colorado's acceptance of your Proposal as abandoned and as a forfeiture of your Proposal security as liquidated damages, but not as a penalty, for the delay and extra work caused thereby and also to compensate the City of Fort Lupton, Colorado, for the difference between your Proposal and the next lowest Bid. The City of Fort Lupton, Colorado, will be entitled to such other rights as may be granted by Colorado law.

You are required to return an acknowledged copy of this Notice of Award to the City of Fort Lupton, Colorado.

The insurance certificates required for this project shall be sent to City of Fort Lupton, Attention: Chris Cross, 130 South McKinley Avenue, Fort Lupton, Colorado 80621.

**CITY OF FORT LUPTON, COLORADO**

\_\_\_\_\_  
By: Zo Stieber  
Title: Mayor  
Address: 130 South McKinley Avenue  
Fort Lupton, Colorado 80621  
Telephone: (303) 857-6694

**Acceptance of Notice of Award**

Receipt of the above Notice to Proceed is hereby acknowledged:

this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Colorado Paving INC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

City of Fort Lupton, Colorado  
Public Works Department

**Bidtab**  
**2020 - Asphalt Repairs**

|                                   |                         |                                                                                                                                |                   |          |                 |                   |                    |                   |                       |                   |    |           |
|-----------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------|----------|-----------------|-------------------|--------------------|-------------------|-----------------------|-------------------|----|-----------|
| Contractor's Name:                |                         |                                                                                                                                | Engineer Estimate |          |                 |                   | Dream Builders Inc |                   | Colorado Paving, Inc. |                   |    |           |
| Project Total                     |                         |                                                                                                                                |                   |          | \$              | 40,470.00         |                    | \$                | 27,965.00             |                   | \$ | 29,252.00 |
| Division 100 - General Provisions |                         |                                                                                                                                |                   |          |                 |                   |                    |                   |                       |                   |    |           |
| Payment Item No.                  | Specification Reference | Description                                                                                                                    | Payment Unit      | Quantity | Rate in Numbers | Amount in Numbers | Rate in Numbers    | Amount in Numbers | Rate in Numbers       | Amount in Numbers |    |           |
| 1                                 | TS 16-101               | Mobilization                                                                                                                   | LS                | 1        | \$ 5,000.00     | \$ 5,000.00       | \$ 2,500.00        | \$ 2,500.00       | \$ 6,000.00           | \$ 6,000.00       |    |           |
| 2                                 | TS 16-102               | Traffic Control                                                                                                                | LS                | 1        | \$ 500.00       | \$ 500.00         | \$ 3,500.00        | \$ 3,500.00       | \$ 3,000.00           | \$ 3,000.00       |    |           |
| SUBTOTAL                          |                         |                                                                                                                                |                   |          |                 | \$ 5,500.00       |                    | \$ 6,000.00       |                       | \$ 9,000.00       |    |           |
|                                   |                         |                                                                                                                                |                   |          |                 |                   |                    |                   |                       |                   |    |           |
| Payment Item No.                  | Specification Reference | Description                                                                                                                    | Payment Unit      | Quantity | Rate in Numbers | Amount in Numbers | Rate in Numbers    | Amount in Numbers | Rate in Numbers       | Amount in Numbers |    |           |
| 3                                 | 16-201                  | Remove Existing Asphalt - Full Depth                                                                                           | SF                | 1000     | \$ 2.00         | \$ 2,000.00       | \$ 4.50            | \$ 4,500.00       | \$ 1.75               | \$ 1,750.00       |    |           |
| 4                                 | 16-202                  | Unclassified Excavation                                                                                                        | CY                | 110      | \$ 2.00         | \$ 220.00         | \$ 15.00           | \$ 1,650.00       | \$ 10.00              | \$ 1,100.00       |    |           |
| 5                                 | 16-301                  | Add Class 6 Base Course                                                                                                        | CY                | 60       | \$ 25.00        | \$ 1,500.00       | \$ 24.00           | \$ 1,440.00       | \$ 31.70              | \$ 1,902.00       |    |           |
| 6                                 | 16-401                  | Furnish and Place Hot Mix Asphalt, Patch Back, Mix Grade S (3/4”), Asphalt Grade PG64-22 (with max 20% RAP), Complete in place | TON               | 125      | \$ 250.00       | \$ 31,250.00      | \$ 115.00          | \$ 14,375.00      | \$ 124.00             | \$ 15,500.00      |    |           |
| SCHEDULE SUBTOTAL                 |                         |                                                                                                                                |                   |          |                 | \$ 34,970.00      |                    | \$ 21,965.00      |                       | \$ 20,252.00      |    |           |

| Elite Surface Infrastructure |                   | Straight Line Sawcutting, Inc. |                   | A-1 Chipseal Co. |                   | Asphalt Specialties Company, Inc. |                   |
|------------------------------|-------------------|--------------------------------|-------------------|------------------|-------------------|-----------------------------------|-------------------|
|                              | \$ 36,747.75      |                                | \$ 39,046.00      |                  | \$ 57,272.50      |                                   | \$ 77,777.00      |
|                              |                   |                                |                   |                  |                   |                                   |                   |
| Rate in Numbers              | Amount in Numbers | Rate in Numbers                | Amount in Numbers | Rate in Numbers  | Amount in Numbers | Rate in Numbers                   | Amount in Numbers |
| \$ 1,300.00                  | \$ 1,300.00       | \$ 1,000.00                    | \$ 1,000.00       | \$ 3,500.00      | \$ 3,500.00       | \$ 4,452.00                       | \$ 4,452.00       |
| \$ 5,860.00                  | \$ 5,860.00       | \$ 1,000.00                    | \$ 1,000.00       | \$ 15,000.00     | \$ 15,000.00      | \$ 2,900.00                       | \$ 2,900.00       |
|                              | \$ 7,160.00       |                                | \$ 2,000.00       |                  | \$ 18,500.00      |                                   | \$ 7,352.00       |
|                              |                   |                                |                   |                  |                   |                                   |                   |
| Rate in Numbers              | Amount in Numbers | Rate in Numbers                | Amount in Numbers | Rate in Numbers  | Amount in Numbers | Rate in Numbers                   | Amount in Numbers |
| \$ 4.30                      | \$ 4,300.00       | \$ 5.67                        | \$ 5,670.00       | \$ 3.07          | \$ 3,070.00       | \$ 20.00                          | \$ 20,000.00      |
| \$ 27.30                     | \$ 3,003.00       | \$ 63.60                       | \$ 6,996.00       | \$ 62.05         | \$ 6,825.50       | \$ 120.00                         | \$ 13,200.00      |
| \$ 63.60                     | \$ 3,816.00       | \$ 85.50                       | \$ 5,130.00       | \$ 136.45        | \$ 8,187.00       | \$ 235.00                         | \$ 14,100.00      |
|                              |                   |                                |                   |                  |                   |                                   |                   |
| \$ 147.75                    | \$ 18,468.75      | \$ 154.00                      | \$ 19,250.00      | \$ 165.52        | \$ 20,690.00      | \$ 185.00                         | \$ 23,125.00      |
|                              |                   |                                |                   |                  |                   |                                   |                   |
|                              | \$ 29,587.75      |                                | \$ 37,046.00      |                  | \$ 38,772.50      |                                   | \$ 70,425.00      |



CITY OF  
**Fort Lupton**  
EST. 1836

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

**AM 2020-126**

**APPROVAL OF RETURN OF SECURITY PAYMENT TO BRANNON SAND AND GRAVEL  
COMPANY, LLC FOR CR 8 IMPROVEMENTS**

- I. **Agenda Date:** Council Meeting – July 7, 2020
- II. **Attachments:**
  - a. Public Improvement Agreement - Brannon.
- III. **Summary Statement:**

*Approval of the payment to Brannon Sand & Gravel for CR 8 roadway improvements secured by cash payment for the Subdivision Improvements Agreement.*

- IV. Submitted by: Hy W. A. J.  
Public Works Director
- V. Finance Reviewed Sean Perino  
Finance Director
- VI. Approved for Presentation: [Signature]  
City Administrator
- VII. Attorney Reviewed Approved Pending Approval

### **VIII. Certification of Council Approval:**

City Clerk

Date

**IX. Detail of Issue/Request:**

*The Subdivision Improvements Agreement for Thomas Minor Subdivision Plat (MSD2016-001) was approved by City Council on November 21, 2016 (2017R011), which provided for coordination in CR 8 roadway improvements.*

*The Improvements included a deceleration lane into the Thomas Minor Subdivision access drive for Brannan's pit development. The intent was to coordinate with the Transwest development across CR 8 so all improvements would occur at the same time. The decal lane construction was delayed due to undergrounding of overhead power lines in the way required by United Power. Estimated cost of improvements secured for this agreement was \$61,890.62. The City received \$61,890.62 from Brannan Sand and Gravel as security for the improvements to comply with the SIA for building permit application.*

*Brannon has completed and received initial acceptance of the CR 8 improvements. Section 3.0 of the agreement was supposed to include "In the event that Developer has made a Cash Contribution and/or supplemental surety amount to guarantee implementation of the Improvements, all such funds shall be held by the City as a fiduciary until Improvements have been constructed or performance has been assigned or otherwise legally delegated to a third party or the City. If Developer performs the Improvements, all such moneys are refundable to Developer upon acceptance of Improvements by the City in accordance with this Agreement, such acceptance not to be unreasonably withheld."*

**X. Legal/Political Considerations:**

*None*

**XI. Alternatives/Options:**

- *Approve Payment of contribution*
- *Do not approve payment*

**XII. Financial Considerations:**

*The \$61,890.620 was received into the Street Sales Tax Fund's infrastructure assessment revenue account February 28, 2018. The refund in 2020 need to be recorded as an unbudgeted expenditure.*

**XIII. Staff Recommendation:**

*Staff recommends approval of the return payment of security to Brannan Sand & Gravel for roadway improvements to CR 8.*

## SUBDIVISION IMPROVEMENT AGREEMENT for Offsite Public Improvements

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of February by and between the CITY OF FORT LUPTON, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and Brannan Sand and Gravel Company, L.L.C., hereinafter referred to as "Developer", together referred to as the "Parties".

**WHEREAS**, the Developer's Principal submitted the Final Plat of the Subdivision (the "Plat") on January 17, 2017, which Plat depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the plat, which is the "Subject Property"; and

**WHEREAS**, Developer's Principal is required to construct certain public improvements (the "Improvements") as a condition of site plan and subdivision approval for the Development; and

**WHEREAS**, Sections 17-30(d)(17) and 17-30(d)(20) of the City of Fort Lupton Municipal Code requires a subdivision agreement for public improvements, if necessary.

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

### **1.0 GENERAL CONDITIONS**

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

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

**1.3 Construction Standards.** Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction and specifications applicable at the time of actual construction.



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

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

**1.6 Final Acceptance.** At least thirty (30) days before one (1) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

**1.7 Testing and Inspection.**

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

(b) The Developer will pay the City for the cost of oversight of the construction of the public improvements. The Developer will advance the estimated cost of oversight by a Civil Engineer, or other qualified inspector(s), of the construction and installation of such improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the developer and consideration of any permit fee.

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

**1.8 Indemnification and Release of Liability.** Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers,



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

**1.9 Insurance OSHA.** Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance and shall require faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

## **2.0 CONSTRUCTION OF IMPROVEMENTS**

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

## **3.0 OFFSITE INFRASTRUCTURE IMPROVEMENTS**

The Developer agrees to participate in the cost of construction of certain improvements located outside of the Subdivision (the "Offsite Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. The plat shall not be recorded and lots within the subdivision shall not be sold until the offsite improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of recording. Surety in the amount of 25% shall be provided, at the time of recording, for improvements that have received construction acceptance under the terms of this agreement. **The Offsite Improvements shall be constructed so as to coincide with installation of the onsite infrastructure improvements for the Subdivision.** No Building Permits will be issued until the Offsite Improvements are complete and have received construction acceptance. The Offsite Improvements are summarized as follows:

## **4.0 Specifications.**

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the Improvements described on Exhibit "A" onsite improvements and Exhibit "B" offsite Improvements. All streets within the Subdivision shall be constructed to City Standards and Specifications and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. A detention pond or other approved system that meets



the then current standards and specifications of the City of Fort Lupton will be required at the time of construction on the site as determined by a Phase III Drainage Study submitted at the time of development. The detention pond will be of sufficient size to detain a one hundred (100) year event and release at the five (5) year historic rate.

## **5.0 OTHER REQUIREMENTS**

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

**5.2 Erosion Control and Sedimentation Plan.** Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Each individual lot will require erosion control measures be taken.

## **6.0 MISCELLANEOUS TERMS**

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

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

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

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

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

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





Fort Lupton, Colorado 80621

DEVELOPER: Brannan Sand and Gravel Company, L.L.C.  
Attn: Alex Schatz  
2500 E. Brannan Way  
Denver, CO 80229

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

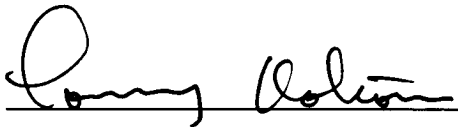
**6.6 Force Majeure.** Whenever Developer is required to complete construction, maintenance, repair or replacement of Improvements by an agreed upon deadline, the City shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to acts of God or other circumstances constituting force majeure or beyond the reasonable control of the Developer.

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

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

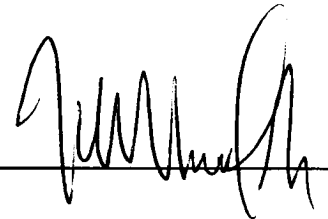
**6.9 Severability.** This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine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

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

By:  \_\_\_\_\_

**CITY OF FORT LUPTON,** a Colorado  
municipal corporation

Tommy Holton  
Mayor

By:  \_\_\_\_\_

Brannan Sand and Gravel Company, L.L.C., a  
Colorado Limited Liability Company

STATE OF COLORADO

COUNTY OF WELD

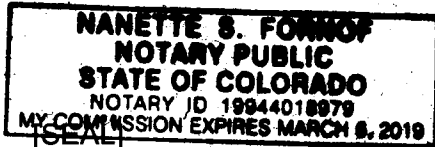
)  
) ss.  
)



SUBSCRIBED AND SWORN to before me this 6<sup>th</sup> day of February 2017, by Tommy Holton as Mayor of the City of Fort Lupton, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: March 6, 2019



Nanette S. Fornoff

Notary Public

STATE OF COLORADO )

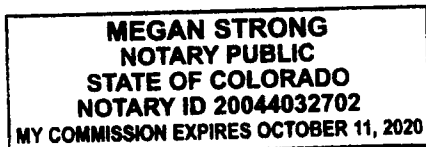
) ss.

COUNTY OF WELD )

SUBSCRIBED AND SWORN to before me this 3 day of February 2017, by Manuel Jr., as manager of Brannan Sand and Gravel Company, LLC.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: 10-11-20



Megan Strong

Notary Public



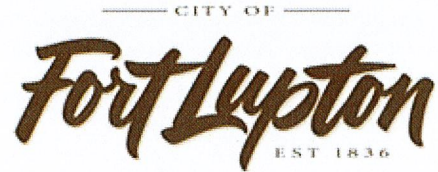
## EXHIBIT A – Offsite Infrastructure Improvements

4277856      Pages: 7 of 8  
02/13/2017 02:10 PM R Fee:\$48.00  
Carly Koppes, Clerk and Recorder, Weld County, CO





**CITY OF FORT LUPTON  
CITY COUNCIL**



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

Zo Stieber, Mayor

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

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**AM 2020-127**

**APPROVE CHANGE ORDER NUMBER 2 TO COLORADO PAVING, INC., FOR NOT TO EXCEED \$53,254.54 FROM STREET SALES TAX FUND**

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I. **Agenda Date:** Council Meeting – July 7, 2020

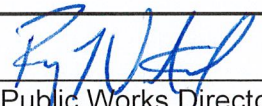
II. **Attachments:** a. Change Order #2 - Colorado Paving, Inc.  
b. Project tabulation / Pay Application #2.

III. **Summary Statement:**

*Approve Change Order No. 2 to Agreement with Colorado Paving, Inc. for not to exceed \$53,254.54 for the 2019 Streets Project from Street Sales Tax Fund.*

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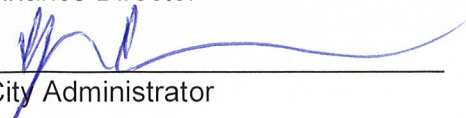
IV. **Submitted by:**

  
Public Works Director

V. **Finance Reviewed**

  
Finance Director

VI. **Approved for Presentation:**

  
City Administrator

VII. **Attorney Reviewed**

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Pending Approval

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VIII. **Certification of Council Approval:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**IX. Detail of Issue/Request:**

*Colorado Paving, Inc. was awarded 2 street reconstruction projects (7<sup>th</sup> Street and Greenwood Court) on March 17, 2020 for \$370,000.00.*

*Change Order #1 covered Broadway Avenue from 9<sup>th</sup> Street south to the alley between 8<sup>th</sup> Street and 7<sup>th</sup> Street.*

*The Change Order amount resulted from an unexpected utility conflict with the new storm sewer line. The existing water main in McKinley required lowering to allow the new storm sewer to be installed. Water main lowering cost was \$14,360. Additional plan changes unforeseen during design included expanding area of asphalt replacement, accommodating adjacent property owners for grade changes to the streets and having to rework the subgrade in Greenwood Court due to moisture and stability issues.*

*Total cost of additions is \$53,254.54.*

**X. Legal/Political Considerations:**

*Not Applicable*

**XI. Alternatives/Options:**

- *Approve Change Order with Colorado Paving, Inc.*
- *Do not approve the Change Order*

**XII. Financial Considerations:**

*The Street Sales Tax Fund has \$175,000 budgeted for 6<sup>th</sup> Street that can be reallocated to the Broadway project.*

**XIII. Staff Recommendation:**

*Staff recommends approving Change Order No. 2 with Colorado Paving, Inc. for not to exceed \$53,254.54 for the 2019 Streets Project.*



**City of Fort Lupton, Colorado**  
**Public Works Department**

## Change Order

**No. 2**

Date of Issuance: **July 7, 2020**

Effective Date: **June 15, 2020**

Project: **7<sup>th</sup> St and Greenwood  
Ct Repaving Project**

Owner: **City of Fort Lupton**

Owner's Contract No.: **FTL202002**

Contractor: **Colorado Paving, Inc.**

Date of Contract: **March 17, 2020**

**The Contract Documents are modified as follows upon execution of this Change Order:**

Revise quantities for close out. Add items as discussed in the field

**Attachments (list documents supporting change):**

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIME:**

Original Contract Price:

\$ **370,000.00**

Original Contract ☐ Working ☒ Calendar

Substantial completion (days or date): **06/12/2020**

Ready for final payment (days or date): **06/26/2020**

Increase from previously approved Change  
Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ **147,166.21**

[Increase] [Decrease] from previously approved Change  
Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Price prior to this Change Order:

\$ **517,166.21**

Contract Times prior to this Change Order:

Substantial completion or date: **06/12/2020**

Ready for final payment or date: **06/26/2020**

Increase of this Change Order:

\$ **53,254.54**

Increase of this Change Order:

Substantial completion days: **30**

Ready for final payment date: **07/26/2020**

Contract Price incorporating this Change

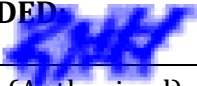
\$ **570,420.75**

Contract Times with all approved Change Orders:

Substantial completion (days or date): **07/12/2020**

Ready for final payment (days or date): **07/26/2020**

**RECOMMENDED:**

By:  \_\_\_\_\_

Engineer (Authorized)

Date: **June, 30, 2020**

**AUTHORIZED:**

By: \_\_\_\_\_

Owner (Authorized)

Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_

Contractor (Authorized)

Date: \_\_\_\_\_



Colorado Paving, Inc.  
15210 Edna Drive  
Brighton, CO 80603

Pay Application #2

6/15/2020

**Greenwood Ct**

|                                   |                         |                                     |              |          | Contract        |               | Previous |               | This Period |              | Total    |               |
|-----------------------------------|-------------------------|-------------------------------------|--------------|----------|-----------------|---------------|----------|---------------|-------------|--------------|----------|---------------|
| Payment Item No.                  | Specification Reference | Description                         | Payment Unit | Quantity | Rate in Numbers | Amount        | Quantity | Amount        | Quantity    | Amount       | Quantity | Amount        |
|                                   |                         |                                     |              |          |                 |               |          |               |             |              |          |               |
| Project Total                     |                         |                                     |              |          | 517166.21       | \$ 517,166.21 |          | \$ 476,139.05 |             | \$ 94,281.70 |          | \$ 570,420.75 |
|                                   |                         |                                     |              |          |                 |               |          |               |             |              |          |               |
| 7th St Total                      |                         |                                     |              |          | 154772.61       | \$ 142,125.05 |          | \$ 138,905.00 |             | \$ 6,007.05  |          | \$ 144,912.05 |
|                                   |                         |                                     |              |          |                 |               |          |               |             |              |          |               |
| Greenwood Crt Total               |                         |                                     |              |          | 215227.39       | \$ 195,770.67 |          | \$ 171,697.84 |             | \$ 19,434.00 |          | \$ 191,131.84 |
|                                   |                         |                                     |              |          |                 |               |          |               |             |              |          |               |
| Broadway                          |                         |                                     |              |          | 147166.21       | \$ 147,166.21 |          | \$ 146,176.21 |             | \$ 15,052.80 |          | \$ 161,229.01 |
|                                   |                         |                                     |              |          |                 |               |          |               |             |              |          |               |
| Contingency                       |                         |                                     |              |          |                 | \$ 32,104.28  |          | \$ 19,360.00  |             | \$ 53,787.85 |          | \$ 73,147.85  |
| 7th St Water Depression           |                         | Lower 6" water Main below storm     | 4/15/2020    |          | \$ 14,360.00    |               |          | \$ 14,360.00  |             |              |          | \$ 14,360.00  |
| 639 McKinley                      |                         | Masonry knee wall                   | 4/28/2020    |          | \$ 5,000.00     |               |          | \$ 5,000.00   |             |              |          | \$ 5,000.00   |
| 703 McKinley                      |                         | Grading / Sod                       | 5/10/2020    |          | \$ 800.00       |               |          |               |             | \$ 800.00    |          | \$ 800.00     |
| 7th St Extras                     |                         | Driveway, curbs, road base          | 6/3/2020     |          | \$ 8,884.80     |               |          |               |             | \$ 8,884.80  |          | \$ 8,884.80   |
|                                   |                         |                                     |              |          |                 |               |          |               |             |              |          |               |
| 903 Greenwood Crt                 |                         | Top Soil                            | 5/25/2020    |          | \$ 1,800.00     |               |          |               |             | \$ 1,800.00  |          | \$ 1,800.00   |
| 901 Greenwood Crt                 |                         | Top Soil                            | 5/25/2020    |          | \$ 600.00       |               |          |               |             | \$ 600.00    |          | \$ 600.00     |
| 906 Greenwood Crt                 |                         | Backfill yard                       | 5/25/2020    |          | \$ 400.00       |               |          |               |             | \$ 400.00    |          | \$ 400.00     |
| Greenwood Crt                     |                         | Subgrade Preparation                | 5/20/2020    |          | \$ 16,870.00    |               |          |               |             | \$ 16,870.00 |          | \$ 16,870.00  |
| Greenwood Crt Extras              |                         | Subgrade Rework, Drive ways,Hickory | 6/3/2020     |          | \$ 19,419.00    |               |          |               |             | \$ 19,419.00 |          | \$ 19,419.00  |
|                                   |                         |                                     |              |          |                 |               |          |               |             |              |          |               |
| Broadway Av Extras                |                         | 1' wider sidewalk, Road Base        | 6/3/2020     |          | \$ 5,014.05     |               |          |               |             | \$ 5,014.05  |          | \$ 5,014.05   |
|                                   |                         |                                     |              |          |                 |               |          |               |             |              |          |               |
| Subtotal, Contingency             |                         |                                     |              |          |                 | \$ 32,104.28  |          | \$ 19,360.00  |             | \$ 53,787.85 |          | \$ 73,147.85  |
|                                   |                         |                                     |              |          |                 |               |          |               |             |              |          |               |
| Division 100 - General Provisions |                         |                                     |              |          |                 |               |          |               |             |              |          |               |
| 1b                                | TS 16-101               | Mobilizaton                         | LS           | 1        | \$ 6,000.00     | \$ 6,000.00   | 1        | \$ 6,000.00   |             | \$ -         | 1        | \$ 6,000.00   |
| 2b                                | TS 16-102               | Traffic Control                     | LS           | 1        | \$ 1,428.00     | \$ 1,428.00   | 1        | \$ 1,428.00   |             | \$ -         | 1        | \$ 1,428.00   |
| 3b                                | TS 16-103               | Construction Surveying              | LS           | 1        | \$ 3,000.00     | \$ 3,000.00   | 1        | \$ 3,000.00   |             | \$ -         | 1        | \$ 3,000.00   |
| 4b                                | TS 16-104               | Material Testing / QC               | LS           | 1        | \$ 3,150.00     | \$ 3,150.00   | 1        | \$ 3,150.00   |             | \$ -         | 1        | \$ 3,150.00   |
| Subtotal, Division 100            |                         |                                     |              |          |                 | \$ 13,578.00  |          | \$ 13,578.00  |             | \$ -         |          | \$ 13,578.00  |

\$ 53,254.54

\$ 2,787.00

\$ (4,638.83)

\$ 14,062.80

\$ 41,043.57

| Division 200 - Earthwork, Erosion Control, And Seeding |           |                                              |     |       |    |          |    |            |       |    |           |       |    |           |       |    |           |
|--------------------------------------------------------|-----------|----------------------------------------------|-----|-------|----|----------|----|------------|-------|----|-----------|-------|----|-----------|-------|----|-----------|
| 5b                                                     | TS 16-201 | Mill Existing Asphalt - Full Depth           | SY  | 1,585 | \$ | 6.00     | \$ | 9,509.33   | 1,500 | \$ | 9,000.00  | 85    | \$ | 510.00    | 1,585 | \$ | 9,510.00  |
| 7b                                                     | TS 16-201 | Remove Existing Concrete                     | SF  | 6,826 | \$ | 1.25     | \$ | 8,532.50   | 6,800 | \$ | 8,500.00  | 26    | \$ | 32.50     | 6,826 | \$ | 8,532.50  |
| 10b                                                    | TS 16-201 | Remove/Replace Existing Landscaping          | SF  | 1,654 | \$ | 3.00     | \$ | 4,962.00   |       | \$ | -         | 1,654 | \$ | 4,962.00  | 1,654 | \$ | 4,962.00  |
| 12b                                                    | TS 16-201 | Remove/Replace Existing Decorative Rocks     | SF  | 772   |    | 3.00     | \$ | 2,316.00   |       | \$ | -         | 772   | \$ | 2,316.00  | 772   | \$ | 2,316.00  |
| 13                                                     | TS 16-201 | Remove/Relocate Existing Trees (Medium size) | EA  | 5     | \$ | 400.00   | \$ | 2,000.00   |       | \$ | -         |       | \$ | -         | 0     | \$ | -         |
| 14                                                     | TS 16-201 | Remove/Relocate Existing Trees (Large size)  | EA  | 1     | \$ | 900.00   | \$ | 900.00     |       | \$ | -         |       | \$ | -         | 0     | \$ | -         |
| 15                                                     | TS 16-202 | Unclassified Excavation                      | CY  | 2,400 | \$ | 8.00     | \$ | 19,200.00  | 1,400 | \$ | 11,200.00 | 1,000 | \$ | 8,000.00  | 2,400 | \$ | 19,200.00 |
| 16                                                     | TS 16-203 | Furnish ROADBOND EN - 1                      | GAL | 28    |    | 1,200.00 | \$ | 33,600.00  | 28    |    | 33,600.00 |       | \$ | -         | 28    |    | 33,600.00 |
| 16a                                                    | TS 16-203 | Subgrade Preparation                         | SY  | 7,600 | \$ | 1.88     | \$ | 14,288.00  | 7,600 | \$ | 14,288.00 |       | \$ | -         | 7,600 | \$ | 14,288.00 |
| 17                                                     | TS 16-204 | Adjust Water Valve Box                       | EA  | 4     | \$ | 700.00   | \$ | 2,800.00   | 4     | \$ | 2,800.00  |       | \$ | -         | 4     | \$ | 2,800.00  |
| 18                                                     | TS 16-204 | Adjust Manhole Cover                         | EA  | 2     | \$ | 800.00   | \$ | 1,600.00   | 2     | \$ | 1,600.00  |       | \$ | -         | 2     | \$ | 1,600.00  |
| 19                                                     | TS 16-204 | Relocate Mailbox                             | EA  | 8     | \$ | 50.00    | \$ | 400.00     |       | \$ | -         |       | \$ | -         | 0     | \$ | -         |
| Subtotal, Division 200                                 |           |                                              |     |       |    |          | \$ | 100,107.83 |       | \$ | 80,988.00 |       | \$ | 15,820.50 |       | \$ | 96,808.50 |

| Division 400 - Pavements |           |                                                                                                                          |     |     |          |              |     |              |      |             |     |              |
|--------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------|-----|-----|----------|--------------|-----|--------------|------|-------------|-----|--------------|
| 21b                      | TS 16-401 | Furnish and Place Hot Mix Asphalt, 2.5", Mix Grade S (3/4"), Asphalt Grade PG64-22 (with max 20% RAP), Complete in Place | TON | 245 | \$ 99.00 | \$ 24,255.00 | 240 | \$ 23,760.00 | 22.5 | \$ 2,227.50 | 263 | \$ 25,987.50 |
| 22b                      | TS 16-401 | Furnish and Place Hot Mix Asphalt, 1.5", Mix Grade SX (1/2"), Asphalt Grade PG64-22, Top lift Grade, Complete in Place   | TON | 147 | \$ 99.00 | \$ 14,553.00 | 140 | \$ 13,860.00 | 14   | \$ 1,386.00 | 154 | \$ 15,246.00 |
| Subtotal, Division 400   |           |                                                                                                                          |     |     |          | \$ 38,808.00 |     | \$ 37,620.00 |      | \$ 3,613.50 |     | \$ 41,233.50 |

| Division 500 - Piping  |           |                                 |    |   |           |             |  |      |  |      |   |      |
|------------------------|-----------|---------------------------------|----|---|-----------|-------------|--|------|--|------|---|------|
| 23                     | TS 16-503 | Relocate Existing Fire Hydrants | EA | 2 | \$ 900.00 | \$ 1,800.00 |  | \$ - |  | \$ - | 0 | \$ - |
| Subtotal, Division 500 |           |                                 |    |   |           | \$ 1,800.00 |  | \$ - |  | \$ - |   | \$ - |

| Division 600 - Miscellaneous Construction |           |                                                                            |    |   |             |             |      |      |      |   |      |  |
|-------------------------------------------|-----------|----------------------------------------------------------------------------|----|---|-------------|-------------|------|------|------|---|------|--|
| 27b                                       | TS 16-605 | Add Stop Bar across Driving Lane (Lines, White, 24" x 11' [Thermoplastic]) | EA | 1 | \$ 1,965.00 | \$ 1,965.00 |      | \$ - | \$ - | 0 | \$ - |  |
| Subtotal, Division 600                    |           |                                                                            |    |   | \$ 1,965.00 |             | \$ - | \$ - |      |   | \$ - |  |

| Chapter 7 - Concrete Work |           |                                                                                                                            |    |     |             |              |     |              |      |     |              |  |
|---------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------|----|-----|-------------|--------------|-----|--------------|------|-----|--------------|--|
| 29                        | Chapter 7 | Install Concrete Rollover Curb & Gutter Catch, 4" Sidewalk 4' Wide                                                         | LF | 345 | \$ 32.08    | \$ 11,067.60 | 345 | \$ 11,067.60 | \$ - | 345 | \$ 11,067.60 |  |
| 30                        | Chapter 7 | Install Concrete Rollover Curb & Gutter Catch, 4" Sidewalk 4' Wide, Replace Concrete Drive Up to 1st Stone; High Early PCC | LF | 96  | \$ 65.00    | \$ 6,240.00  | 96  | \$ 6,240.00  | \$ - | 96  | \$ 6,240.00  |  |
| 31                        | Chapter 7 | Install Concrete Rollover Curb & Gutter Spill, 4" Sidewalk 4' Wide                                                         | LF | 353 | \$ 32.08    | \$ 11,324.24 | 353 | \$ 11,324.24 | \$ - | 353 | \$ 11,324.24 |  |
| 32                        | Chapter 7 | Install Concrete Rollover Curb & Gutter Spill, 4" Sidewalk 4' Wide, Replace Concrete Drive Up to 1st Stone; High Early PCC | LF | 88  | \$ 65.00    | \$ 5,720.00  | 88  | \$ 5,720.00  | \$ - | 88  | \$ 5,720.00  |  |
| 33b                       | Chapter 7 | Install Curb Ramp (R-23)                                                                                                   | EA | 2   | \$ 1,500.00 | \$ 3,000.00  | 2   | \$ 3,000.00  | \$ - | 2   | \$ 3,000.00  |  |
| 36                        | Chapter 7 | Install Cross Pan                                                                                                          | LF | 48  | \$ 45.00    | \$ 2,160.00  | 48  | \$ 2,160.00  | \$ - | 48  | \$ 2,160.00  |  |
| Subtotal, Chapter 7       |           |                                                                                                                            |    |     |             | \$ 39,511.84 |     | \$ 39,511.84 | \$ - |     | \$ 39,511.84 |  |

**7th Street**

|                                                        |                         |                                                                                                                          |              |          |                 |               | Previous |               | This Period |             | Total    |               |
|--------------------------------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------|----------|-----------------|---------------|----------|---------------|-------------|-------------|----------|---------------|
| Payment Item No.                                       | Specification Reference | Description                                                                                                              | Payment Unit | Quantity | Rate in Numbers | Amount        | Quantity | Amount        | Quantity    | Amount      | Quantity | Amount        |
| Project Total                                          |                         |                                                                                                                          |              |          |                 | \$ 142,125.05 |          | \$ 138,905.00 |             | \$ 6,007.05 |          | \$ 144,912.05 |
| Division 100 - General Provisions                      |                         |                                                                                                                          |              |          |                 |               |          |               |             |             |          |               |
| 1a                                                     | TS 16-101               | Mobilizaton                                                                                                              | LS           | 1        | \$ 6,000.00     | \$ 6,000.00   | 1        | \$ 6,000.00   |             |             | 1        | \$ 6,000.00   |
| 2a                                                     | TS 16-102               | Traffic Control                                                                                                          | LS           | 1        | \$ 3,120.00     | \$ 3,120.00   | 1        | \$ 3,120.00   |             |             | 1        | \$ 3,120.00   |
| 3a                                                     | TS 16-103               | Construction Surveying                                                                                                   | LS           | 1        | \$ 2,500.00     | \$ 2,500.00   | 1        | \$ 2,500.00   |             |             | 1        | \$ 2,500.00   |
| 4a                                                     | TS 16-104               | Material Testing / QC                                                                                                    | LS           | 1        | \$ 3,150.00     | \$ 3,150.00   | 1        | \$ 3,150.00   |             |             | 1        | \$ 3,150.00   |
| Subtotal, Division 100                                 |                         |                                                                                                                          |              |          |                 | \$ 14,770.00  |          | \$ 14,770.00  |             | \$ -        |          | \$ 14,770.00  |
| Division 200 - Earthwork, Erosion Control, And Seeding |                         |                                                                                                                          |              |          |                 |               |          |               |             |             |          |               |
| 5a                                                     | TS 16-201               | Mill Existing Asphalt – Full Depth                                                                                       | SY           | 1,102    | \$ 6.00         | \$ 6,612.00   | 1,102    | \$ 6,612.00   |             |             | 1,102    | \$ 6,612.00   |
| 6                                                      | TS 16-201               | Remove Existing 12" Storm Pipe                                                                                           | LF           | 80       | \$ 5.00         | \$ 400.00     | 80       | \$ 400.00     |             |             | 80       | \$ 400.00     |
| 7a                                                     | TS 16-201               | Remove Existing Concrete                                                                                                 | SF           | 3,444    | \$ 1.25         | \$ 4,305.00   | 3,444    | \$ 4,305.00   |             |             | 3,444    | \$ 4,305.00   |
| 8                                                      | TS 16-201               | Remove Existing Storm Inlet                                                                                              | EA           | 2        | \$ 1,250.00     | \$ 2,500.00   | 2        | \$ 2,500.00   |             |             | 2        | \$ 2,500.00   |
| 9                                                      | TS 16-201               | Remove/Replace Existing Stop Sign                                                                                        | EA           | 1        | \$ 200.00       | \$ 200.00     | 1        | \$ 200.00     |             |             | 1        | \$ 200.00     |
| 10a                                                    | TS 16-201               | Remove/Replace Existing Landscaping                                                                                      | SF           | 580      | \$ 3.00         | \$ 1,740.00   | 580      | \$ 1,740.00   |             |             | 580      | \$ 1,740.00   |
| 11                                                     | TS 16-201               | Remove/Replace Existing Fake Grass                                                                                       | SF           | 40       | \$ 3.00         | \$ 120.00     | 40       | \$ 120.00     |             |             | 40       | \$ 120.00     |
| 12a                                                    | TS 16-201               | Remove/Replace Existing Decorative Rocks                                                                                 | SF           | 90       | \$ 3.00         | \$ 270.00     | 90       | \$ 270.00     |             |             | 90       | \$ 270.00     |
| 15                                                     | TS 16-202               | Unclassified Excavation Ex Road Base                                                                                     | CY           | 790      | \$ 8.00         | \$ 6,320.00   | 790      | \$ 6,320.00   |             |             | 790      | \$ 6,320.00   |
| 16a                                                    | TS 16-202               | Subgrade Preparation                                                                                                     | SY           | 1,500    | \$ 1.88         | \$ 2,820.00   | 1,500    | \$ 2,820.00   |             |             | 1,500    | \$ 2,820.00   |
| Subtotal, Division 200                                 |                         |                                                                                                                          |              |          |                 | \$ 25,287.00  |          | \$ 25,287.00  |             | \$ -        |          | \$ 25,287.00  |
| Division 300 - Aggregate Base Courses                  |                         |                                                                                                                          |              |          |                 |               |          |               |             |             |          |               |
| 20                                                     | TS 16-301               | Furnish and Place Aggregate Base Course, Class 6 (6" Depth)                                                              | SY           | 1,531    | \$ 8.55         | \$ 13,090.05  | 1,500    | \$ 12,825.00  | 31          | \$ 265.05   | 1,531    | \$ 13,090.05  |
| Subtotal, Division 300                                 |                         |                                                                                                                          |              |          |                 | \$ 13,090.05  |          | \$ 12,825.00  |             | \$ 265.05   |          | \$ 13,090.05  |
| Division 400 - Pavements                               |                         |                                                                                                                          |              |          |                 |               |          |               |             |             |          |               |
| 21a                                                    | TS 16-401               | Furnish and Place Hot Mix Asphalt, 2.5", Mix Grade S (3/4"), Asphalt Grade PG64-22 (with max 20% RAP), Complete in Place | TON          | 165      | \$ 99.00        | \$ 16,335.00  | 160      | \$ 15,840.00  | 38          | \$ 3,762.00 | 198      | \$ 19,602.00  |
| 22a                                                    | TS 16-401               | Furnish and Place Hot Mix Asphalt, 1.5", Mix Grade SX (1/2"), Asphalt Grade PG64-22, Top lift Grade, Complete in Place   | TON          | 105      | \$ 99.00        | \$ 10,395.00  | 100      | \$ 9,900.00   | 20          | \$ 1,980.00 | 120      | \$ 11,880.00  |
| Subtotal, Division 400                                 |                         |                                                                                                                          |              |          |                 | \$ 26,730.00  |          | \$ 25,740.00  |             | \$ 5,742.00 |          | \$ 31,482.00  |
| Division 500 - Piping                                  |                         |                                                                                                                          |              |          |                 |               |          |               |             |             |          |               |
| 24                                                     | TS 16-505               | Furnish and Install 15" RCP Storm Line                                                                                   | LF           | 101      | \$ 64.00        | \$ 6,464.00   | 101      | \$ 6,464.00   |             |             | 101      | \$ 6,464.00   |
| 25                                                     | TS 16-505               | Furnish and Install New Type R Combo Storm Inlet                                                                         | EA           | 2        | \$ 4,800.00     | \$ 9,600.00   | 2        | \$ 9,600.00   |             |             | 2        | \$ 9,600.00   |
| 26                                                     | TS 16-505               | Furnish and Install Ø 48-inch Manhole                                                                                    | EA           | 1        | \$ 4,900.00     | \$ 4,900.00   | 1        | \$ 4,900.00   |             |             | 1        | \$ 4,900.00   |
| Subtotal, Division 500                                 |                         |                                                                                                                          |              |          |                 | \$ 20,964.00  |          | \$ 20,964.00  |             | \$ -        |          | \$ 20,964.00  |

| Division 600 - Miscellaneous Construction |           |                                                                            |    |       |             |              |       |              |  |      |       |              |
|-------------------------------------------|-----------|----------------------------------------------------------------------------|----|-------|-------------|--------------|-------|--------------|--|------|-------|--------------|
| 27a                                       | TS 16-605 | Add Stop Bar across Driving Lane (Lines, White, 24" x 11' [Thermoplastic]) | EA | 1     | \$ 1,965.00 | \$ 1,965.00  |       | \$ -         |  |      | 0     | \$ -         |
| Subtotal, Division 600                    |           |                                                                            |    |       |             | \$ 1,965.00  |       | \$ -         |  | \$ - |       | \$ -         |
| Chapter 7 - Concrete Work                 |           |                                                                            |    |       |             |              |       |              |  |      |       |              |
| 28                                        | Chapter 7 | Install 6" Vertical Curb & Gutter                                          | LF | 548   | \$ 26.00    | \$ 14,248.00 | 548   | \$ 14,248.00 |  |      | 548   | \$ 14,248.00 |
| 33a                                       | Chapter 7 | Install Curb Ramp                                                          | EA | 2     | \$ 1,500.00 | \$ 3,000.00  | 2     | \$ 3,000.00  |  |      | 2     | \$ 3,000.00  |
| 34                                        | Chapter 7 | Install 4" Sidewalk                                                        | SF | 3,364 | \$ 5.25     | \$ 17,661.00 | 3,364 | \$ 17,661.00 |  |      | 3,364 | \$ 17,661.00 |
| 35                                        | Chapter 7 | Install Concrete Driveway; High Early PCC                                  | LF | 84    | \$ 52.50    | \$ 4,410.00  | 84    | \$ 4,410.00  |  |      | 84    | \$ 4,410.00  |
| Subtotal, Chapter 7                       |           |                                                                            |    |       |             | \$ 39,319.00 |       | \$ 39,319.00 |  | \$ - |       | \$ 39,319.00 |

**Change Order #1      Broadway Ave**

|                                                        |                         |                                                                                                                                   |              |          |                 |              | Previous |               | This Period |               | Total    |              |
|--------------------------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------|----------|-----------------|--------------|----------|---------------|-------------|---------------|----------|--------------|
| Payment Item No.                                       | Specification Reference | Description                                                                                                                       | Payment Unit | Quantity | Rate in Numbers | Amount       | Quantity | Amount        | Quantity    | Amount        | Quantity | Amount       |
| Broadway Total                                         |                         |                                                                                                                                   |              |          |                 |              |          |               |             |               |          |              |
|                                                        |                         |                                                                                                                                   |              |          |                 |              |          | \$ 147,166.21 |             | \$ 146,176.21 |          | \$ 15,052.80 |
| Division 100 - General Provisions                      |                         |                                                                                                                                   |              |          |                 |              |          |               |             |               |          |              |
| 1                                                      | TS 16-101               | Mobilizaton                                                                                                                       | LS           | 1        | \$ 6,000.00     | \$ 6,000.00  | 1        | \$ 6,000.00   |             |               | 1        | \$ 6,000.00  |
| 2                                                      | TS 16-102               | Traffic Control                                                                                                                   | LS           | 1        | \$ 3,120.00     | \$ 3,120.00  | 1        | \$ 3,120.00   |             |               | 1        | \$ 3,120.00  |
| 3                                                      | TS 16-103               | Construction Surveying                                                                                                            | LS           | 1        | \$ 4,074.00     | \$ 4,074.00  | 1        | \$ 4,074.00   |             |               | 1        | \$ 4,074.00  |
| 4                                                      | TS 16-104               | Material Testing / QC                                                                                                             | LS           | 1        | \$ 5,200.00     | \$ 5,200.00  | 1        | \$ 5,200.00   |             |               | 1        | \$ 5,200.00  |
| Subtotal, Division 100                                 |                         |                                                                                                                                   |              |          |                 |              |          | \$ 18,394.00  |             |               |          | \$ 18,394.00 |
| Division 200 - Earthwork, Erosion Control, And Seeding |                         |                                                                                                                                   |              |          |                 |              |          |               |             |               |          |              |
| 5                                                      | TS 16-201               | Mill Existing Asphalt – Full Depth                                                                                                | SY           | 1,330    | \$ 6.00         | \$ 7,980.00  | 1,330    | \$ 7,980.00   |             |               | 1,330    | \$ 7,980.00  |
| 6                                                      | TS 16-201               | Remove Existing Asphalt In Area of New Concrete - Full Depth (~4" Depth)                                                          | SF           | 1,776    | \$ 1.25         | \$ 2,220.00  | 1,776    | \$ 2,220.00   | 2,440       | \$ 3,050.00   | 4,216    | \$ 5,270.00  |
| 7                                                      | TS 16-201               | Remove Existing Concrete - Full Depth (~4" Depth)                                                                                 | SF           | 5,179    | \$ 1.25         | \$ 6,473.75  | 5,179    | \$ 6,473.75   |             |               | 5,179    | \$ 6,473.75  |
| 8                                                      | TS 16-201               | Remove Existing Driveway Concrete                                                                                                 | SF           | 402      | \$ 1.25         | \$ 502.50    | 402      | \$ 502.50     |             |               | 402      | \$ 502.50    |
| 9                                                      | TS 16-201               | Remove & Replace Existing Stop Sign                                                                                               | EA           | 4        | \$ 200.00       | \$ 800.00    | 4        | \$ 800.00     |             |               | 4        | \$ 800.00    |
| 11                                                     | TS 16-203               | Subgrade Preparation                                                                                                              | SY           | 2,614    | \$ 1.88         | \$ 4,914.32  | 2,614    | \$ 4,914.32   |             |               | 2,614    | \$ 4,914.32  |
| 12                                                     | TS 16-204               | Adjust Water Valve Box                                                                                                            | EA           | 7        | \$ 700.00       | \$ 4,900.00  | 7        | \$ 4,900.00   |             |               | 7        | \$ 4,900.00  |
| 13                                                     | TS 16-204               | Adjust Manhole Cover                                                                                                              | EA           | 5        | \$ 800.00       | \$ 4,000.00  | 5        | \$ 4,000.00   |             |               | 5        | \$ 4,000.00  |
| Subtotal, Division 200                                 |                         |                                                                                                                                   |              |          |                 |              |          | \$ 31,790.57  |             | \$ 3,050.00   |          | \$ 34,840.57 |
| Division 400 - Pavements                               |                         |                                                                                                                                   |              |          |                 |              |          |               |             |               |          |              |
| 15                                                     | TS 16-401               | Furnish and Place Hot Mix Asphalt, 2.5", Mix Grade S (3/4"), Asphalt Grade PG64-22 (with max 20% RAP), Complete in Place          | TON          | 255      | \$ 99.00        | \$ 25,245.00 | 250      | \$ 24,750.00  | 86          | \$ 8,514.00   | 336      | \$ 33,264.00 |
| 16                                                     | TS 16-401               | Furnish and Place Hot Mix Asphalt, 1.5", Mix Grade SX (1/2"), Asphalt Grade PG64-22, Top lift Grade, Complete in Place            | TON          | 155      | \$ 99.00        | \$ 15,345.00 | 150      | \$ 14,850.00  | 32          | \$ 3,168.00   | 182      | \$ 18,018.00 |
| Subtotal, Division 400                                 |                         |                                                                                                                                   |              |          |                 |              |          | \$ 39,600.00  |             | \$ 11,682.00  |          | \$ 51,282.00 |
| Chapter 7 - Concrete Work                              |                         |                                                                                                                                   |              |          |                 |              |          |               |             |               |          |              |
| 19                                                     | Chapter 7               | Install Concrete Rollover Curb & Gutter Catch, 4" Sidewalk 4' Wide                                                                | LF           | 758      | \$ 32.08        | \$ 24,316.64 | 758      | \$ 24,316.64  | 10          | \$ 320.80     | 768      | \$ 24,637.44 |
| 20                                                     | Chapter 7               | Install Concrete Rollover Curb & Gutter Catch, 4" Sidewalk 4' Wide, Replace Concrete Drive Up to 10 ft into Drive; High Early PCC | LF           | 54       | \$ 65.00        | \$ 3,510.00  | 54       | \$ 3,510.00   |             |               | 54       | \$ 3,510.00  |
| 21                                                     | Chapter 7               | Install Curb Ramp (R-9)                                                                                                           | EA           | 8        | \$ 2,500.00     | \$ 20,000.00 | 8        | \$ 20,000.00  |             |               | 8        | \$ 20,000.00 |
| 22                                                     | Chapter 7               | Install Curb Cut for Alley (R-12)                                                                                                 | LF           | 26       | \$ 52.50        | \$ 1,365.00  | 26       | \$ 1,365.00   |             |               | 26       | \$ 1,365.00  |
| 23                                                     | Chapter 7               | Install 4' Wide Cross Pan                                                                                                         | LF           | 160      | \$ 45.00        | \$ 7,200.00  | 160      | \$ 7,200.00   |             |               | 160      | \$ 7,200.00  |
| Subtotal, Chapter 7                                    |                         |                                                                                                                                   |              |          |                 |              |          | \$ 56,391.64  |             | \$ 320.80     |          | \$ 56,712.44 |



# CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

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IM 2020-001

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## APPROVAL OF ENGINEERING WORK ORDER WITH JACOBS

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I. **Agenda Date:** Council Meeting – July 7, 2020

II. **Attachments:** a. Work Order Authorization.

III. **Issue/Request:**

*The 2019 agreement with Jacobs for plant operations included a provision of on-call engineering services to provide consultation, planning and design assistance to the City for various Projects at the Water Treatment Plant, Wastewater Treatment Plant, Collection System, Distribution System and related facilities. Public Works/Engineering would like to make use of this provision to assist with various specialty engineering decisions.*

IV. **Legal/Political Considerations:**

NONE

V. **Alternatives/Options:**

1. Contract with other engineering firms.
2. Delay projects until City Engineer has time to address.

VI. **Financial Considerations:**

*The City OMI agreement with Jacobs includes on-call engineering services budget of \$150,000. The proposed task list cost is \$92,530*

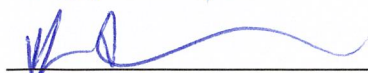
VII. **Staff Recommendation:**

*Staff recommends approval of this authorization of work to Jacobs.*

VIII. **Submitted by:**

  
Public Works Director

IX. **Approved for Presentation:**

  
City Administrator

**WORK ORDER**

PURSUANT TO A MASTER AGREEMENT BETWEEN  
THE CITY OF FORT LUPTON  
AND  
OPERATIONS MANAGEMENT INTERNATIONAL, INC  
CH2M HILL Engineers, Inc.

**WORK ORDER NUMBER:** CH-2020-1 Design and Repair

**PROJECT TITLE:** Work Order #1

**MASTER AGREEMENT EFFECTIVE DATE:** August 5, 2019

**OWNER'S REPRESENTATIVE:** Roy Vestal

**WORK ORDER COMMENCEMENT DATE:** June 15, 2020

**WORK ORDER COMPLETION DATE:** December 31, 2020

**MAXIMUM FEE:** (time and reimbursable direct costs): \$92,530

**PROJECT DESCRIPTION/SCOPE OF SERVICES:** Services shall include design and consulting input on Water Treatment Plant, Distribution, Collection System repairs, maintenance, and operational projects located in Fort Lupton. Refer to Attachment A – Scope of Services and Attachment B-Fee Sheet.

CH2M HILL Engineers, Inc. (Engineer) agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Agreement, Appendix J, between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order (including the attached forms) the Master Agreement, Appendix J, shall control.

The attached forms consisting of \_\_\_\_\_ (\_\_\_\_\_) pages are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

ENGINEER: **CH2M HILL Engineers, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**OWNER'S ACCEPTANCE & EXECUTION:**

This Work Order and the attached Contract Documents are hereby accepted and incorporated herein by this reference.

ACCEPTANCE: \_\_\_\_\_ Date: \_\_\_\_\_  
Name, Project Manager

## **ATTACHMENT A WORK ORDER SCOPE OF SERVICES**

### **Work Order # CH-2020-1 Design and Repair –Scope of Services**

Engineer will provide services as detailed hereinafter.

Project Objective: To provide planning and overall project management for the various Engineering Services at the Water Treatment Plant (WTP), Distribution System, Wastewater Treatment Plant (WWTP), Collection System, and related facilities.

It is understood the City of Fort Lupton (Owner) will designate Fort Lupton Public Works Director as the Owner's Project Manager (PM) and primary point of contact with respect to the work performed under the engineering scope of services, with authority to transmit instructions, receive information, and interpret and define Owner policies and decisions relative to elements pertinent to the work covered by this engineering scope of services.

#### **Task 1 – Project Management**

Engineer's PM will prepare and submit to the Owner's PM, on a monthly basis, a brief cost and schedule status report. The report will include a narrative description of progress to-date, actual costs for each item, estimates of percent complete, and potential cost variances. The invoices and status reports will accompany the Monthly invoices under the Operations and Maintenance Contract.

##### **Deliverables:**

The following deliverables will be prepared for this task:

- Project Status Reports and Invoices

#### **Task 2 – WTP Design, Repair, and Replacement Project's Engineering Assistance**

##### **Task 2.1 – WTP Improvements**

Engineer will provide engineering and design assistance for WTP repair and replacement projects for Owner staff when requested and authorized. Engineering assistance services are anticipated to include the following: Regulatory review, treatment process consultation, design support for Water Treatment Unit Processes replacement projects; repairs, submittal review of WTP replacement equipment; field observations; hydraulic modeling; regulatory assistance, cathodic protection and corrosion control design and field measurements, survey, project meeting and scope development, project management, and other related services as noted per request.

Services will be provided up to the assumed budget as authorized under this Work Order No. 1 and detailed in Attachment B – Fee Sheet. Should requested services exceed the authorized budget under this Work Order No. 1, the Engineer and Owner shall negotiate a mutually agreeable supplemental Work Order to compensate the Engineer for services rendered.

##### **Deliverables:**

The following deliverables will be prepared for this task:

- Design Documents (plans, specifications, calculations),
- Engineering Technical Memorandums,
- Observation Reports

## **Task 2.2 – Algal Mitigation**

### **Task 2.2.1 – Algal Mitigation Process Review**

The WTP does not have a clarification or process prior to the microfiltration, therefore it is critical to maintain the reservoir water quality and reduce algal growth. Algal growth will shorten microfiltration run times and may result in taste and odor compounds that would not be removed by the membranes.

The Engineer will prepare a Technical Memorandum to provide a review of conceptual opinion's of costs for the following algal mitigation alternatives:

- Aeration/oxygenation
- Mixing.
- Floating cover or balls.
- Chemical application.

For the most accurate results, the Owner will provide surface and bottom dissolved oxygen (DO) and temperature data. If the Owner is unable to provide the data, assumptions may be made, but will reduce the accuracy of the alternatives. Water quality sampling is not included as part of this scope.

#### **Deliverables:**

The following deliverables will be prepared for this task:

- Technical Memorandum (Draft and Final)

### **Task 2.2.2 – Microfiltration and Raw Water Sampling Strategy**

When operating the microfiltration system on supply from the new 300-acre-foot (10-acre surface area) raw water reservoir, run times between maintenance cleanings were reduced to 3-days. The Engineer will review the water quality on the day that reservoir water was treated and will compare to typical water quality from the Southern Water Supply Project (SWSP) pipeline. Water quality will be provided by the Owner. Based upon the water quality evaluation, the Engineer will prepare a brief reservoir water quality sampling plan and additional studies for the Owner to implement and help identify potential reasons for shortened microfiltration runs.

Water quality sampling is not included as part of this scope.

#### **Deliverables:**

The following deliverables will be prepared for this task:

- Technical Memorandum (Draft and Final)

## **Task 3 – Distribution System Project's Engineering Assistance**

### **Task 3.1 – High Service Pump Station**

Growth in the high service zone necessitates an assessment of the High Service Pump Station (HSPS).

#### **Task 3.1.1 – High Service Pump Station (HSPS) Assessment**

Due to growth in the high service zone along with the age of the HSPS, the Owner would like to assess the HSPS capacity and condition. Engineer's project manager will visit and observe the HSPS and will review 2019 operational data provided by the Owner for peak day use. Data to be provided by Owner:

- Record Drawings
- Design Reports
- Power usage
- Recorded Flow and Pressure Data
- Control Loop Description

**Deliverables:**

The following deliverables will be prepared for this task:

- Technical Memorandum (Draft and Final)

**Task 3.1.2 – High Service Zone Hydraulic Model Gap Analysis**

The Owner will provide a model developed by others of the High Service Zone for review by the Engineer. The Engineer will provide recommendations for model improvements. Data to be provided by the Owner:

- Bentley Water Gems Model
- Existing Peak Day Demand Scenario
- Buildout Peak Day Demand Scenario
- Level of Service Goals (i.e. Pressure or flow Set Points)
- System break History

This scope of work does not include any modeling runs or updates to the model provided by the Owner.

**Deliverables:**

The following deliverables will be prepared for this task:

- Technical Memorandum (Draft and Final)

**Task 4 – WWTP Design, Repair, and Replacement Project's Engineering Assistance**

No assistance is needed at the WWTP at this time.

**Task 5 – Collection System Project's Engineering Assistance****Task 5.1 – Lift Station****Task 5.1.1 – Lift Station Assessment**

The Owner is experiencing growth in the zone served by a developer designed lift station. The East Lift Station has a wet well with a dry pit self-priming centrifugal pumps that operates in a suction lift condition. The station can sometimes require time consuming difficult maintenance activities for repairs and operations. Engineer's project manager will visit the site and review the drawings to provide recommendations for improvements, assess capacity, controls, and ability to serve anticipated growth. Owner to provide:

- Record Drawings
- Control Loop narrative
- Site Application Records (Submitted to CDPHE)
- Flow Data
- Service Area current and future with land use information and unit flow rates for the various land use classifications.

**Deliverables:**

The following deliverables will be prepared for this task:

- Technical Memorandum (Draft and Final)

**Assumptions Used in Developing this Scope of Services**

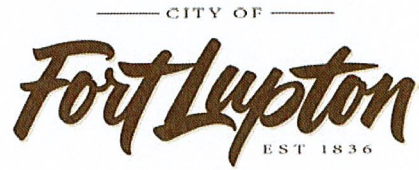
The Engineer's estimate of engineering costs for the project is based on the elements included in task descriptions above, and the following assumptions:

1. Owner will examine information submitted by Engineer and render in writing or otherwise provide decisions within two weeks.
2. Owner will give prompt notice to Engineer whenever Owner observes or becomes aware of any development that affects the scope or timing of Engineer's services, or of any defect in the work of Engineer.
3. Engineer will provide the Owner with deliverables as defined respectively in this scope of work and as defined in specific work request.
4. All deliverables will be distributed electronically via email (pdf format).
5. Meetings with the Owner will be held at the Owner's office or treatment plants.
6. Engineer will manage the health, safety and environmental activities of its staff to achieve compliance with applicable health and safety laws and regulations. Engineer will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose Engineer staff, or Owner staff, to unsafe conditions. Engineer is not responsible for health or safety precautions of construction workers. Engineer is not responsible for the Owner's Contractor's compliance with the health & safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.
7. Engineer's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. Engineer does not guarantee the performance of the Contractor. Engineer's observations will not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and Engineer will not assume liability in any respect for the construction of the project. Should Engineer discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, Engineer will bring this to the attention of the Contractor and the Owner.
8. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Engineer makes no warranty that Owner's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates. If Owner wishes greater assurance as to any element of project cost, feasibility, or schedule, Owner will employ an independent cost estimator, contractor, or other appropriate advisor.
9. Engineer is not responsible for the accuracy of data provided by others.



| Attachment B -- Fee Sheet<br>Work Order: CH-2020 -1 Design and Repair<br>City of Fort Lupton Oncall Services |                                                                                            | year | QC<br>Al Paquet | Project Manager<br>Brad Schutt | Janelle Prange<br>Staff Engineer 2 | Subject Matter Expert,<br>Jim Lozier | Senior Technologist,<br>David Austin | Associate Engineer<br>Roger Scharff | Distribution System Modeling<br>Senior Technologist<br>Jennifer Henke | Distribution System Modeler<br>Yan Hartkemeyer | CAD Tech<br>Irina Lapina-Traut | Electrical QC<br>Mary Gross | Electrical & I&C QC<br>Jim Landman | Electrical Lead<br>Jonathan James | Total Labor | Total Labor Cost | Travel/TDA Expense | Miscellaneous Expense | Total Expenses/<br>Subcontracts Cost | Total     |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------|-----------------|--------------------------------|------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------|-----------------------------------------------------------------------|------------------------------------------------|--------------------------------|-----------------------------|------------------------------------|-----------------------------------|-------------|------------------|--------------------|-----------------------|--------------------------------------|-----------|
|                                                                                                              | Per Diem Code/Classification                                                               |      | 3               | 6                              | 8                                  | 1                                    | 4                                    | 7                                   | 1                                                                     | 4                                              | 11                             | 1                           | 5                                  | 6                                 |             |                  |                    |                       |                                      |           |
|                                                                                                              |                                                                                            |      | \$ 235          | \$ 165                         | \$ 130                             | \$ 240                               | \$ 210                               | \$ 145                              | \$ 240                                                                | \$ 210                                         | \$ 150.00                      | \$ 235.00                   | \$ 190.00                          | \$ 165.00                         |             |                  |                    |                       |                                      |           |
| xxxx                                                                                                         | 1.0 Project Management                                                                     |      | 24              | 24                             | -                                  | -                                    | -                                    | -                                   | -                                                                     | -                                              | -                              | -                           | -                                  | -                                 | 48          | \$ 9,600         | \$ 200             | \$ 40                 | \$ 240                               | \$ 9,840  |
|                                                                                                              | 1.1 Project Management                                                                     |      | 24              | 24                             |                                    |                                      |                                      |                                     |                                                                       |                                                |                                |                             |                                    |                                   | 48          | \$ 9,600         | \$ 200             | \$ 40                 | \$ 240                               | \$ 9,840  |
|                                                                                                              | 2.0 Water Treatment Plant Design, Repair and Replacemnt<br>Projects Engineering Assistance |      | 22              | 136                            | 36                                 | 8                                    | 32                                   | 4                                   | -                                                                     | -                                              | 40                             | -                           | -                                  | -                                 | 278         | 47,510           | \$ 120             | \$ 420                | \$ 540                               | \$ 48,050 |
| xxxx                                                                                                         |                                                                                            |      |                 |                                |                                    |                                      |                                      |                                     |                                                                       |                                                |                                |                             |                                    |                                   |             |                  |                    |                       |                                      |           |
|                                                                                                              | 2.1 WTP Improvements                                                                       |      | 16              | 80                             | 16                                 | -                                    | -                                    | -                                   | -                                                                     | -                                              | 40                             | -                           | -                                  | -                                 | 152         | \$ 25,040        | \$ 40              | \$ 140                | \$ 180                               | \$ 25,220 |
|                                                                                                              | 2.1.1 WTP Improvements                                                                     |      | 16              | 80                             | 16                                 |                                      |                                      |                                     |                                                                       |                                                | 40                             |                             |                                    |                                   | 152         | \$ 25,040        | \$ 40              | \$ 140                | \$ 180                               | \$ 25,220 |
|                                                                                                              | 2.2 Algal Mitigation                                                                       |      | 6               | 56                             | 20                                 | 8                                    | 32                                   | 4                                   | -                                                                     | -                                              | -                              | -                           | -                                  | -                                 | 126         | \$ 22,470        | \$ 80              | \$ 280                | \$ 360                               | \$ 22,830 |
|                                                                                                              | 2.2.1 Algal Mitigation Process Review                                                      |      | 4               | 16                             | 4                                  |                                      | 32                                   | 4                                   |                                                                       |                                                |                                |                             |                                    |                                   | 60          | \$ 11,400        | \$ 40              | \$ 140                | \$ 180                               | \$ 11,580 |
|                                                                                                              | 2.2.2 Microfiltration and Raw Water Sampling Strategy                                      |      | 2               | 40                             | 16                                 | 8                                    |                                      |                                     |                                                                       |                                                |                                |                             |                                    |                                   | 66          | \$ 11,070        | \$ 40              | \$ 140                | \$ 180                               | \$ 11,250 |
| xxxx                                                                                                         | 3.0 Distribution System Project's Engineering Assistance                                   |      | 8               | 40                             | 40                                 | -                                    | -                                    | -                                   | 8                                                                     | 40                                             | -                              | -                           | 4                                  | 12                                | 152         | 26,740           | 80                 | 280                   | 360                                  | 27,100    |
|                                                                                                              |                                                                                            |      |                 |                                |                                    |                                      |                                      |                                     |                                                                       |                                                |                                |                             |                                    |                                   |             |                  |                    |                       |                                      |           |
|                                                                                                              | 3.1 High Service Pump Station                                                              |      | 8               | 40                             | 40                                 | -                                    | -                                    | -                                   | 8                                                                     | 40                                             | -                              | -                           | 4                                  | 12                                | 152         | \$ 26,740        | \$ 80              | \$ 280                | \$ 360                               | \$ 27,100 |
|                                                                                                              | 3.1.1 HSPS Assessment                                                                      |      | 4               | 20                             | 24                                 |                                      |                                      |                                     |                                                                       |                                                |                                |                             | 4                                  | 12                                | 64          | \$ 10,100        | \$ 40              | \$ 140                | \$ 180                               | \$ 10,280 |
|                                                                                                              | 3.1.2 HS Zone Hydraulic Model Gap Analysis                                                 |      | 4               | 20                             | 16                                 |                                      |                                      |                                     | 8                                                                     | 40                                             |                                |                             |                                    |                                   | 88          | \$ 16,640        | \$ 40              | \$ 140                | \$ 180                               | \$ 16,820 |
|                                                                                                              | 4.0 WWTP Design, Repair, and Replacement Project's<br>Engineering Assistance               |      | -               | -                              | -                                  | -                                    | -                                    | -                                   | -                                                                     | -                                              | -                              | -                           | -                                  | -                                 | -           | -                | -                  | -                     | -                                    | -         |
|                                                                                                              |                                                                                            |      |                 |                                |                                    |                                      |                                      |                                     |                                                                       |                                                |                                |                             |                                    |                                   |             |                  |                    |                       |                                      |           |
|                                                                                                              |                                                                                            |      |                 |                                |                                    |                                      |                                      |                                     |                                                                       |                                                |                                |                             |                                    |                                   |             |                  |                    |                       |                                      |           |
|                                                                                                              | 5.0 Collection System Project's Engineering Assistance                                     |      | 4               | 20                             | 24                                 | 0                                    | 0                                    | 0                                   | 0                                                                     | 0                                              | 0                              | 0                           | 0                                  | 0                                 | 48          | \$ 7,360         | \$ 40              | \$ 140                | \$ 180                               | \$ 7,540  |
|                                                                                                              |                                                                                            |      |                 |                                |                                    |                                      |                                      |                                     |                                                                       |                                                |                                |                             |                                    |                                   |             |                  |                    |                       |                                      |           |
|                                                                                                              | 5.1 Lift Station                                                                           |      | 4               | 20                             | 24                                 | -                                    | -                                    | -                                   | -                                                                     | -                                              | -                              | -                           | -                                  | -                                 | 48          | \$ 7,360         | \$ 40              | \$ 140                | \$ 180                               | \$ 7,540  |
|                                                                                                              | 5.1.1 Lift Station Assessment                                                              |      | 4               | 20                             | 24                                 |                                      |                                      |                                     |                                                                       |                                                |                                |                             |                                    |                                   | 48          | \$ 7,360         | \$ 40              | \$ 140                | \$ 180                               | \$ 7,540  |
|                                                                                                              |                                                                                            |      |                 |                                |                                    |                                      |                                      |                                     |                                                                       |                                                |                                |                             |                                    |                                   |             |                  |                    |                       |                                      |           |
|                                                                                                              |                                                                                            |      |                 |                                |                                    |                                      |                                      |                                     |                                                                       |                                                |                                |                             |                                    |                                   |             |                  |                    |                       |                                      |           |
|                                                                                                              | Total                                                                                      |      | 58              | 220                            | 100                                | 8                                    | 32                                   | 4                                   | 8                                                                     | 40                                             | 40                             | -                           | 4                                  | 12                                | 526         | \$ 91,210        | \$ 440             | \$ 880                | \$ 1,320                             | \$ 92,530 |

**CITY OF FORT LUPTON  
CITY COUNCIL**



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

Zo Stieber, Mayor

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

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**IM 2020-002**

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**CITY PROJECT FOR CONSULTANT CLAUD HANES TO PROCEED ON TIED TO A GRANT  
AWARD FROM 2016.**

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I. **Agenda Date:** Council Meeting – July 7, 2020

II. **Attachments:** Colorado Department of Parks and Wildlife Grant

III. **Issue/Request:**

*In 2020 Council approved funding for consultant work from Claud Hanes on special projects as needed from the City. An outstanding grant award from the Colorado Department of Parks and Wildlife intended for a shooting sports complex is a special project that Claud Hanes has the expertise to advise the City on. Mr. Hanes will be taking the lead on viability and additional funding options necessary to proceed with a possible shooting sports complex concept.*

IV. **Legal/Political Considerations:**

*None.*

V. **Alternatives/Options:**

- 1. Provide direction for staff to have Mr. Hanes proceed on the grant award work.*
- 2. Provide direction for staff to forgo the grant award work.*

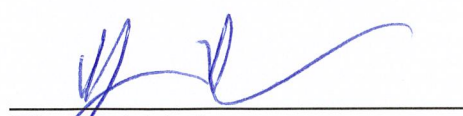
VI. **Financial Considerations:**

*This would be funds to come out of the 2020 budget per council appropriation.*

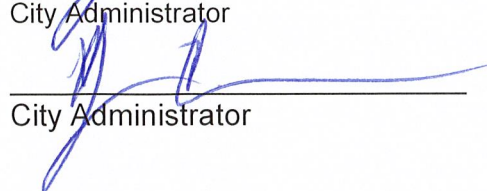
VII. **Staff Recommendation:**

*Staff has no recommendation.*

VIII. **Submitted by:**

  
\_\_\_\_\_  
City Administrator

IX. **Approved for Presentation:**

  
\_\_\_\_\_  
City Administrator

**STATE OF COLORADO**  
**Department of Natural Resources,**  
**Division of Parks and Wildlife**  
**Grant Agreement**  
**with**  
**City of Fort Lupton**

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**1. PARTIES**

This Subrecipient Grant Agreement (hereinafter called "Grant") is entered into by and between City of Fort Lupton, a Statutory City, whose address is 130 South McKinley Avenue, Fort Lupton, Colorado 80621 (hereinafter called "Grantee" or "Subrecipient"), and the STATE OF COLORADO, acting by and through the Department of Natural Resources, Colorado Parks and Wildlife, whose address is 1313 Sherman Street, #618, Denver CO 80203, (hereinafter called the "State" or "CPW").

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. RECITALS**

**A. Authority, Appropriation, and Approval**

Authority to enter into this Grant exists in § 33-10-107 C.R.S. and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

**B.** The Fish and Wildlife Service of the U.S. Department of Interior ("the Service") has made federal grant funds available to the State specifically for Hunter Education Improvement pursuant to the 2000 Federal Assistance Improvement Act amendment (P. Law 106-408) to the Federal Aid Wildlife Restoration Act of 1937, (64 Stat. 430, as amended 16 USC 669-669i) (CFDA #15.626), for the enhancement of hunter education and shooting range development in Colorado ("Section 10 - Wildlife Restoration Funds"); and

**C.** The Fish and Wildlife Service of the U.S. Department of Interior obligate these Section 10 - Wildlife Restoration Funds to be reimbursable from the date the grant award is approved by the Service, (43 CFR 12.63 and 522 FW 25); and

**D.** The State desires to make the Section 10 - Wildlife Restoration Funds available to the Grantee on a reimbursable match basis for the purpose of enhancing hunter education and shooting range development opportunities in Colorado as part of its "Shooting Range Development Grant Program"; and

**E.** The State makes the Section 10 - Wildlife Restoration Funds available to Grantee in reliance on the representation by the Subgrantee that neither Subgrantee, nor any person or entity acting on its behalf, shall conduct activities with the Section 10 - Wildlife Restoration Funds for purposes or uses prohibited or otherwise restricted under 50 CFR 80; and

**F.** Required approval, clearance and coordination have been accomplished from and with appropriate agencies.

**G. Consideration**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

**H. Purpose**

To prepare construction design documents for the City of Fort Lupton Shooting Range.

**I. References**

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**J. Selection**

This grant is exempt from the Procurement Code under CRS §24-101-105 (1)(a)(II).

**4. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

**A. Budget**

"Budget" means the budget for the Work described in Exhibit B.

**B. Cost Sharing Funds**

"Cost Sharing Funds" means the portion of project costs not paid by Federal funds. Cost Sharing Funds are the same as Matching Funds.



**C. Evaluation**

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6 and Exhibit A.

**D. Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein: Exhibit A (Project Narrative), Exhibit B (Budget), Exhibit C-1 (Project Documentation Report), Exhibit C-2 (Itemized Work Sheet), Exhibit C-3 (Request for Reimbursement), Exhibit C-4 (Performance Report), Exhibit D (Annual Report), Exhibit E (Volunteer Time Tracking Sheet), and Exhibit F (Federal Funding Accountability and Transparency Act (FFATA) Provisions), and Exhibit G (Supplemental Provisions For Federal Awards), Exhibit H (Assurances).

**E. Goods**

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

**F. Grant**

"Grant" means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**G. Grant Funds**

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

**H. Matching Funds**

"Matching Funds" means funds provided by the Grantee for performance of the Work, which may be either cash or in-kind funds, as permitted and specified in Exhibit B. Matching Funds cannot include any Federal Funds, and State Matching Funds may not be used to reimburse Pre-award Costs, unless authorized in this Grant. "Matching Funds" means the portion of project costs not paid by Federal funds. Matching Funds are the same as Cost Sharing Funds.

**I. Party or Parties**

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

**J. Payment Amount:**

If non-federal match is required, such matching funds shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

**K. Program**

"Program" means the Shooting Range in Colorado grant program that provides the funding for this Subgrant Agreement.

**L. Recipient**

"Recipient" means a Colorado State agency that receives an Award. In this agreement, the Recipient is the Colorado Division of Parks and Wildlife.

**M. Review**

"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and Exhibit A.

**N. Services**

"Services" means the required services to be performed by Grantee pursuant to this Grant.

**O. Subcontractor**

"Subcontractor" means third-parties, if any, who are not subgrantees, engaged by Contractor to provide goods, services or construction.

**P. Subgrantee**

"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of a federal program. A subgrantee may also be a subrecipient.

**Q. Subrecipient**

"Subrecipient" means a non-federal entity that receives a Subaward from a Recipient to carry out part of a federal program, but does not include an individual that is a beneficiary of such program.

**R. Work**

"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit A, including the performance of the Services and delivery of the Goods.

**S. Work Product**

"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM**

**A. Initial Term-Work Commencement**

The term of this Subgrant Agreement shall commence on September 1, 2016 and shall continue through December 31, 2021 (the "Grant Performance Period"). However, payment for performance shall not begin until this Subgrant Agreement is approved by the State Controller, or designee (the "Effective Date"). The grant may be charged only for obligations incurred during the Grant Performance Period established upon grant award approval by the federal awarding agency (522 FW 25.7). This is the period of time during which federal funds are available for expenditure by the recipient (43 CFR 12.63).

**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller. The total duration of this Grant, including the exercise of any extension under this clause, shall not exceed 5 years.

**6. STATEMENT OF WORK**

**A. Completion**

- i. Grantee shall complete the Work and its other obligations as described herein and in Exhibit A during the Grant Performance Period. Grantee shall undertake the Scope of Work (the "Project") described in this Agreement and Exhibit A. Prosecution of the Project shall be under the general supervision of the Grantee. The State may, at its discretion, require that a representative of the State be present at the Project location while work is being conducted. For construction projects costing more than \$100,000, the Grantee shall retain a registered professional engineer who shall approve Project engineering plans and specifications, approve the feasibility determination, supervise construction, and furnish a report of final inspection to the State.
- ii. The Grantee shall provide and maintain permanent signs on or near the Project site for the life of a Project indicating that the Project is funded in part by the Section 10 - Wildlife Restoration Act (50 CFR 80.26 (a), (f), and (h); 041 FW 3 Signs).
- iii. Grantee must have prepared an Environmental Stewardship Plan that contains the essential elements as outlined by the US EPA Region 2's Best Management Practices for Lead at Outdoor Shooting Ranges.

**B. Goods and Services**

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

**C. Employees**

All persons employed by Grantee, Subcontractors or Subgrantees shall be considered Grantee's, Subcontractor's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.



**D. Shooting Range Plan**

Grantee must follow established guidelines set by the National Rifle Association ([www.nra.org](http://www.nra.org)), National Shooting Sports Foundation ([www.nssf.org](http://www.nssf.org)), and/or the National Association of Shooting Ranges ([www.rangeinfo.org](http://www.rangeinfo.org)) in designing and construction of the shooting range.

**E. Project Useful Life**

No capital improvements are envisioned as part of this grant. Future grants related to the Fort Lupton shooting range may include capital improvements, and a useful life for the improvements will be determined at that time, as well as a commitment by the Grantee to maintain the improvements and provide public access to them.

- i. As per United States Department of Interior 522 FW 18.5(A), Useful Life of Capital Improvements Funded by Federal Assistance Grants, the State has determined that the useful life for capital improvements is 20 years.
- ii. Pursuant to 50 CRF §80.18, the State as the pass through grantee of the Federal Funds must control lands on which capital improvements are made with Wildlife Restoration Act funds. This control shall be exercised by the Grantee using this Agreement and these duties are passed to the Grantee for the Useful Life of the project.
- iii. The Grantee shall operate and maintain the Project, or cause the Project to be operated and maintained, for enhancement of hunter education and public shooting range use opportunities during the "useful life" period. The "Real Property" to be operated and maintained shall include land, land improvements, structures, and appurtenances thereto, acquired or developed under this Project, excluding movable machinery and equipment. The Real Property shall be maintained by the Grantee in a reasonable state of repair and shall be open for use by the public at all reasonable hours of the day and time of the year as required by its intended purpose.
- iv. Grantee shall not at anytime convert any Real Property acquired or developed pursuant to this Agreement to other than public recreational enhancement of hunter education and public shooting range use opportunities without the prior written approval of the State. In the event the Real Property is converted (Loss of Control), Grantee will replace or reimburse the State the current fair market value of the Real Property. Replacement of Real Property must be of equal value at current market prices and have equal benefits as the original Real Property. Non-public uses of the said facilities which do not materially interfere with the public uses shall not be deemed a conversion of such facilities within the meaning of this paragraph.
- v. Loss of Control is when such Real Property passes from management control of the Grantee. The control must be fully restored to the Grantee or the Real Property must be replaced using non-Federal Assistance funds. Final resolution for loss of control will require approval by the Federal awarding agency.

**7. PAYMENTS TO GRANTEE**

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

**A. Maximum Amount**

The maximum amount payable under this Grant to Grantee by the State is \$45,000.00, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in Exhibit B.

**B. Payment**

**i. Interim and Final Payments**

Any payment allowed under this Agreement or in Exhibit B shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State. Payments shall be made on a reimbursement basis, based upon the Grantee's submittal of receipts to the State evidencing allowable expenditures by the Grantee for services and materials used in prosecution of the Project, as determined by the State, with submittal of receipts and canceled checks evidencing allowable expenditures, Grantee may request payments monthly;

however, the reimbursement amount for each request shall be no less than \$1,000 unless it is a request for final payment. The State shall in all cases retain ten percent (10%) of the total available Section 10 - Wildlife Restoration Funds until final inspection and approval of the completed project by authorized representatives of the State. Such payments shall also be subject to inspection and approval of the completed work by authorized representatives of the State.

**ii. Preliminary or Pre-Agreement Costs**

Certain preliminary costs for services, incurred by Grantee prior to the execution of the grant award, may be reimbursable or included as part of allowable in-kind contributions. Acceptable services may include, but are not limited to, preliminary design, feasibility surveys (both engineering and biological) and land appraisals. To be eligible, such costs shall be disclosed to the State as preliminary or pre-agreement costs in Exhibit B, and shall be subject to federal approval pursuant to 522 FW 16, and shall also be subject to the following cost principles: Appendix B of 2 CFR Part 225, sections 31 and 32.

**iii. Interest**

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

**iv. Available Funds-Contingency-Termination**

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

**v. Erroneous Payments**

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State. The closeout of a federal award does not affect the right of U.S. Department of Interior to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period. The closeout of a federal award does not affect the right of CPW to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

**C. Use of Funds**

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget without approval of the State. Adjustments in excess of 10% shall be authorized by the State in an amendment to this Agreement. The State's total consideration shall not exceed the maximum amount shown herein.

**D. Matching Funds**

Grantee shall provide Matching Funds as provided in Exhibit B, "Local Matching Funds". Grantee shall have raised the full amount of Local Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the

authorized representatives of the Subrecipient and paid into the Grantee's treasury or bank account. The Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit B has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account..

- i. Subgrantee's share of the cost of the subject Project shall be 25%, representing a dollar value of \$15,000.00, all of which shall be the sole responsibility of the Subgrantee and shall not be reimbursable by the State or the Federal Government, and shall consist, at a minimum, of funds, allowable costs, and the value of third party in-kind contributions as set forth in Exhibit B. Third party in-kind contributions shall mean property or services which benefit a federally assisted project or program and which are contributed by non-Federal third parties without charge to the Subgrantee. Cost sharing or matching shall mean the value of the third party in-kind contributions and the portion of the costs of a federally assisted grant project or program not borne by the Federal Government.
- ii. Subgrantee shall comply with all applicable federal statutes, regulations, policies, guidelines and requirements regarding all contributions, matching and cost-sharing, including, but not necessarily limited to 43 CFR Part 12, 50 CFR Part 80, and OMB Circular No. A-133 as they relate to the application, acceptance, and use of federal funds for this federally assisted Project.
- iii. Subgrantee shall include in any contract, subcontract, subgrant, or agreement entered into in performance of the Project, the provisions required by 43 CFR 12.76(i). Subgrantee certifies that it has read and shall comply with all of the provisions of 43 CFR 12, as applicable. Subgrantee "will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that procurements conform to applicable Federal law and the standards in this section" as required by 43 CFR 12.76(b). Subgrantee shall not make any award or permit any award (subgrant or contract) at any tier to any party, which is debarred or suspended under 43 CFR 12.75.

#### **E. Reimbursement of Grantees' Costs**

The State shall reimburse the Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit B and §7. The State shall reimburse the Grantee for the federal share and the State Matching Funds as shown on Exhibit B, of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibits A and B. However, any costs incurred by the Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the federal award funding is retroactive. Allowable costs shall be:

- i. **Reasonable and Necessary.**  
Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. **Net Cost.**  
Actual net cost to the Grantee (i.e. the price paid minus any items of value received by the Subrecipient that reduce the cost actually incurred).

#### **8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

##### **A. Performance, Progress, Personnel, and Funds**

- i. Grantee shall utilize and comply with the following: Exhibit C-1, Exhibit C-2, and Exhibit C-3.
- ii. If volunteer labor is part of Grantee's match, Grantee will collect and file with CPW the appropriate documentation using Exhibit E. This documentation must accompany Grantee's requests for reimbursement (Exhibit C-3).
- iii. Using Exhibit C-4, Grantee shall file quarterly progress reports with the State detailing the status of the Project and extent to which it has been completed. The first such quarterly report shall be due three (3) months after Grantee receives the notice to proceed, and every three (3) months thereafter until final approval of the completed Project is performed by the State. Grantee shall notify the State's Shooting Range Coordinator ("State Coordinator") in writing at least ten (10) days prior to actual completion of the Project to arrange for final inspection of the Project. Grantee shall submit all required final documents along with the final payment request to the State Coordinator no later



than 45 days after completion of the Project or within the timeframe allowed by the Federal awarding agency.

- iv. Grantee shall provide to the State Coordinator color photo slides, digital photos, or color prints of the work site: 1) prior to commencement of work, 2) during construction, and 3) upon completion of the Project.
- v. After the Project is completed, Grantee shall file an annual report with the State on the form provided as Exhibit D. The first annual report shall be due one year following final inspection of the Project and shall be due annually thereafter during the Project Useful Life.
- vi. The State Coordinator may waive in writing any quarterly or annual performance report if deemed unnecessary, provided the State will still be able to meet its performance reporting obligations to the Federal agency Performance and Final Status.

#### **B. Violations Reporting**

Grantee must disclose, in a timely manner, in writing to the State and to the Federal Awarding Agency responsible for issuance of the Federal Award, all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

#### **C. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DNR.

#### **D. Noncompliance**

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

#### **E. Subcontracts and Subgrants**

Copies of any and all subcontracts or subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts or subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

### **9. GRANTEE RECORDS**

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

#### **A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated or a longer period as required in the exhibits, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved. If any litigation, claim, or audit related to the Grant starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or U.S. Department of Interior. U.S. Department of Interior, a cognizant agency for audit, oversight or indirect costs, and the State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

**B. Inspection**

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

**C. Monitoring**

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

**D. Final Audit Report**

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

**A. Confidentiality**

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

**B. Notification**

Grantee shall notify its agent, employees, Subcontractors, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

## 11. CONFLICTS OF INTEREST

### A. Definition and Appearance

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. Grantee shall comply with the provisions of CRS §18-8-308 and §§24-18-101-109.

### B. Specific Prohibitions

Grantee and its respective officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Grantee's potential subgrantees, or parties to sub-contracts. Grantee's employees, officers, agents or any permitted sub-grantees shall not participate in the selection, award, or administration of this Agreement or any sub-grant or sub-contract, if an actual or apparent conflict of interest would occur. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- i. An employee, officer, agent, or board member;
- ii. Any member of the employee's immediate family;
- iii. An employee's partner; or
- iv. An organization, which employs, or is about to employ, any of the aforementioned.

### C. Disclosure Statement

Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be considered a material default of this Agreement and grounds for termination under the Termination for Default/Cause in Section 20 of this Agreement.

### D. Code of Performance

Grantee, and sub-grantees and subcontractors, if any, shall maintain a written code of standards governing the performance of their respective employees, agents, and contractors engaged in the award and administration of this Subgrant Agreement, or subcontract or subgrant, if any. Subgrantee shall provide a copy of such code to the State within 10 days of the State's written request therefore.

## 12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

### A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the normal standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

### B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

### C. Licenses, Permits, Etc.

Grantee represents and warrants that prior to performing any work required in Exhibit A, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their



responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

### **13. INSURANCE**

Grantee shall obtain and maintain, and ensure that each Subgrantee shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better

#### **A. Workers' Compensation**

Workers' Compensation Insurance as required by State statute, and Employers' Liability Insurance covering all Grantee or Subgrantee employees acting within the course and scope of their employment.

#### **B. General Liability**

Commercial general liability insurance written on an ISO occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire.

#### **C. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

#### **D. Professional Liability Insurance**

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows: \$1,000,000 each occurrence; and \$1,000,000 general aggregate.

#### **E. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee or Subgrantee.

#### **F. Primacy of Coverage**

Coverage required of Grantee or Subgrantee shall be primary over any insurance or self-insurance program carried by the State.

#### **G. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State within 7 days of Grantee's receipt of such notice.

#### **H. Subrogation Waiver**

All insurance policies secured or maintained by Grantee or Subgrantee in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

#### **I. Public Entities**

In the event that Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"), Grantee shall, in lieu of the liability insurance requirements stated above, maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subgrantee is a public entity within the meaning of the GIA, Grantee shall ensure that the Subgrantee maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subgrantee's obligations under the GIA.

#### **J. Certificates**

Grantee shall provide to the State certificates showing Grantee insurance coverage within 7 Business Days following the Effective Date of this Agreement. Grantee shall provide to the State certificates showing Subgrantee insurance coverage within 7 Business Days following the Effective Date of this Agreement, except that in the event Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subgrantee insurance coverage within 7 Business Days following the Grantee's execution of the subcontract. No later than 15 days before the expiration date of any Grantee or Subgrantee coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within 7 Business Days following such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

#### **14. BREACH**

##### **A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

##### **B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

#### **15. REMEDIES**

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

##### **A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

##### **i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders, subcontracts and/or subgrants with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders, Subgrants, or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

**B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**i. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Remedies Not Involving Termination**

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

**iii. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**iv. Removal**

Demand removal of any of Grantee's employees, agents, Subcontractors, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

**v. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

|                                         |
|-----------------------------------------|
| Jim Guthrie                             |
| Shooting Range Program Coordinator      |
| Colorado Division of Parks and Wildlife |
| 1313 Sherman St.                        |
| Denver, CO 80203                        |
| 303-866-3203x4689                       |
| jim.guthrie@state.co.us                 |

**B. Grantee:**

|                                   |
|-----------------------------------|
| Kenneth Poncelow, Chief of Police |
| City of Fort Lupton               |
| 130 S McKinley Ave                |
| Fort Lupton, CO 80621             |
| 303-210-0100                      |
| kponcelow@flupton.org             |

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, copies of all such materials and all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.



## **18. GOVERNMENTAL IMMUNITY**

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

## **19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide contract management system.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel & Administration (Executive Director), upon request by the DNR, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

## **20. GENERAL PROVISIONS**

### **A. Assignment, Subcontracts and Subgrants**

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subcontracting and/or subgranting arrangements and performance.

### **B. Binding Effect**

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **C. Captions**

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

#### **D. Counterparts**

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

#### **E. Entire Understanding**

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

#### **F. Indemnification-General**

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

#### **G. Jurisdiction and Venue**

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

#### **H. Modification**

##### **i. By the Parties**

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

##### **ii. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

##### **iii. Grantee Requests for Project Modifications**

The Grantee shall notify the State Coordinator, in writing, of any proposed Project modifications or budget changes in the project as soon as possible, but at least 45 days prior to the expiration of the Grant Performance Period. The State's Coordinator shall determine if it is necessary to submit a request for a grant amendment with the Federal awarding agency. An amendment must be submitted to obtain the Federal awarding agency's prior approval for:

- a) Adding or deleting a project from the list;
- b) Increasing or decreasing the Federal funds obligated on the Federal Grant Agreement;
- c) Revising the rate of Federal participation shown on the Federal Grant Agreement;
- d) Modifying the Federal Grant Agreement period; or
- e) Any change to the Federal Grant or Subgrant Agreements.

Any such amendment shall also be processed as an amendment to the Subgrant Agreement, pursuant to State Fiscal Rules and Policies.

##### **iv. Budget Changes**

Unless waived by the Federal awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the Federal awarding agency. Changes shall also be governed, as applicable, by the federal regulations in 43 CFR 12.70, as well as the State Fiscal Rules and Policies.

#### **I. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those



provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit E, FFATA,
- ii. Colorado Special Provisions,
- iii. Exhibit G
- iv. The provisions of the main body of this Grant,
- v. Exhibit A,
- vi. Exhibit B,
- vii. Exhibits C-1 through C-4,
- viii. Exhibit D,
- ix. Exhibit F,
- x. Exhibit H.

**J. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**K. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**L. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**M. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**N. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**O. CORA Disclosure**

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

**P. Assurances**

Grants receiving federal funds after October 1, 2010 must comply with the federal assurances. The Grantee must comply with the assurances to be eligible to receive federal funds, as outlined in Exhibit H.

**21. FEDERAL AUDIT PROVISIONS**

- A. Grantee shall comply with the Office of Management and Budget's (OMB) Circular No. A-133 Audits of States, Local Governments, and Non-Profit Organizations which defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156).
- B. All state and local governments and non-profit organizations expending \$500,000 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of OMB

Circular No. A-133. This Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$500,000.

## 22. GRANT ASSURANCES

This Agreement involves the expenditure of federal funds. Therefore, Grantee shall at all times during the execution of this Agreement strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are subject to the terms and conditions incorporated either directly or by reference in this Agreement. Grantee shall also require compliance with these statutes and regulations in subcontractor grant agreements permitted under this Subgrant Agreement. The federal laws and regulations are accessible on the internet at: <https://fawiki.fws.gov/display/WTk/Toolkit+Homepage> and include but are not limited to:

- Program Legislation/regulation.
- Code of Federal Regulation/Regulatory Requirements of 43 CFR 12, as applicable.
- Code of Federal Regulation/Regulatory Requirements of 50 CFR 80, as applicable.
- Special terms and provisions specified in the Notice of Federal Financial Assistance Grant Award.
- Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). [All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees]
- The Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). [All contracts and subgrants for construction or repair in excess of \$2,000]
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). [Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers]
- Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). [contracts, subcontracts, and subgrants of amounts in excess of \$100,000]
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- Office of Management and Budget Circulars 2 CFR Parts 215 and 220 (formally A-21), 2 CFR 225 (formally A-87), 2 CFR 215 (formally A-110), 2 CFR 230 (formally A-122), A-133, and 2 CFR 200, as applicable.
- The Hatch Act (5 USC 1501-1508) and Public Law 95-454, Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
- USC 6101 *et seq.*, 42 USC 2000d, 29 USC 794, and implementing regulation, 45 CFR Part 80 *et seq.* These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.
- The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213, 47 USC 225 and 47 USC 611.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). [If the Subgrantee is acquiring real property and displacing households or businesses in the performance of this contract]
- The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 *et seq.*).
- The Age Discrimination Act of 1975, 42 USC Sections 6101 *et seq.* and its implementing regulation, 45 CFR Part 91.

- Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84.
- Title IX of the Education Amendments of 1972
- Executive Order 11987, Exotic Organisms
- Endangered Species Act of 1973
- National Environmental Policy Act of 1969 (NEPA)
- Floodplains and Wetlands Protection
- Animal Welfare Act of 1985
- National Historic Preservation Act of 1966
- Debarment and Suspension: (1) Executive Order 12549, Debarment and Suspension, Feb. 18, 1986; and (2) Department of Interior Rules, Government wide Debarment and Suspension (Nonprocurement), 43 CFR 42
- Restrictions on Lobbying (1) (P.L. 101-121), (2) 43 CFR 18
- Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Civil Rights Assurance. The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in education activities) or disability.

## 23. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

### A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

### B. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### C. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

### D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.



**E. COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

**G. BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

**H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

*[Not applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a contract with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee

has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

**L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**



24. SIGNATURE PAGE

Routing # CTGG1 2017\*1563 CMS # 96981

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

\* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.

GRANTEE  
City of Fort Lupton

By: TOMMY HOLTON

Title: MAYOR

Tommy Holton  
\*Signature

Date: 3/7/17

STATE OF COLORADO

John W. Hickenlooper, Governor  
Department of Natural Resources  
Robert W. Randall, Executive Director  
Colorado Division of Parks and Wildlife

By: Justin Rutter  
Justin Rutter CPLW-CFO

Signatory avers to the State Controller or delegate that  
Grantee has not begun performance or that a Statutory  
Violation waiver has been requested under Fiscal Rules

Date: 4-3-17

2nd Grantee Signature if Needed

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
\*Signature

Date: \_\_\_\_\_

LEGAL REVIEW

Cynthia H. Coffman, Attorney General

By: N/A  
Signature - Assistant Attorney General

Date: \_\_\_\_\_

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD

By: Maggie Van Cleef  
Maggie Van Cleef, DNR Purchasing Director

Date: 4/28/2017

**EXHIBIT A**  
**Statement of Work**  
**Large Shooting Range Grant – Federal Funds**

|                          |                                                  |
|--------------------------|--------------------------------------------------|
| <b>FBMS IDENTIFIER:</b>  | <b>F16AF01210</b>                                |
| <b>STATE IDENTIFIER:</b> | <b>W – 255 – E -- 1</b>                          |
| <b>PROJECT TITLE:</b>    | <b>New and Improved Colorado Shooting Ranges</b> |
| <b>GRANT PERIOD:</b>     | <b>September 1, 2016 – December 31, 2021</b>     |

---

*(Note: This scope includes pre-construction/pre-agreement work for the Ft. Lupton Shooting Range.)*

**NEED:**

The City of Ft. Lupton is located approximately 30 minutes north of the Denver metro area. There is a strong demand for public shooting ranges in the northern Front Range, but a relative dearth of ranges. The supply shortfall is being exacerbated by shooting area closures on public lands along the Front Range due to safety concerns.

Ft. Lupton has identified a site for a public range approximately 4 miles east of the city, and has entered into an agreement with the State Land Board, which owns the property, for a long-term recreational lease on the 160 acre parcel. The city's plans are to develop rifle, handgun, trap and skeet, sporting clays and archery ranges on the property. Once completed, the range will provide a major, safe, publicly-accessible recreational shooting facility for many northern Front Range communities.

**OBJECTIVES:**

By December 31, 2021:

- 1) Conduct an environmental assessment, including a historic and cultural survey, for the proposed range site.
- 2) Obtain required permits and approvals for the range construction.
- 3) Develop more detailed construction plans for the range, including construction timelines, an operational plan and a funding plan.

**EXPECTED BENEFITS:**

Activities included in this grant will lay the groundwork for development of an important recreation shooting facility close to the Denver metro area, and within easy access of many other northern Front Range communities. The range will provide a major alternative to dwindling recreational shooting opportunities on public lands.

**APPROACH:**

Ft. Lupton will use a combination of city employees and hired contractors to complete the work proposed under this grant. City employees, in particular from the planning department, are expected to be involved with all aspects of the proposed work, although contractors with specific expertise may take the lead on developing an environmental assessment and design details for the range. The environmental assessment work is expected to be the initial work undertaken, with the design work following later so it can include any needed changes to address issues uncovered during the environmental assessment phase.

## LOCATION:

The proposed range site is located approximately 4 miles east of the City of Ft. Lupton. A map showing the location of the potential range is attached. However, much of the work performed under this grant will be done off-site by City of Ft. Lupton employees and contractors.

## PROJECT COSTS:

Total project costs are estimated to be \$60,000. Of this amount, local matching funds will cover \$15,000 (25% of project costs). The remaining \$45,000 (75% of project costs) is requested in Hunter Education – Section 4 funding. A more detailed budget is attached.

*Pre-agreement costs – Project sponsors may request up to \$10,000 in pre-agreement costs related to design, engineering, public input and permitting. The sponsors understand that any such costs must be consistent with the project described in this application, must be properly documented and are subject to review and approval by the US Fish and Wildlife Service.*

## USEFUL LIFE OF CAPITAL IMPROVEMENTS:

No capital improvements are envisioned as part of this grant. Future grants related to the Ft. Lupton shooting range may include capital improvements, and a useful life for the improvements will be set at that time, as well as a commitment by Ft. Lupton to maintain the improvements and provide public access to them.

## PERSONNEL:

|                  |                             |              |
|------------------|-----------------------------|--------------|
| Jim Guthrie      | Colorado Parks and Wildlife | 303-866-3203 |
| Larry Rogstad    | Colorado Parks and Wildlife | 970-472-4461 |
| Kenneth Poncelow | Ft. Lupton, Chief of Police | 303-210-0100 |

## SCHEDULE:

September 2016 – April 2017 – Conduct and complete environmental assessment.  
November 2016 – May 2017 – Develop detailed designs for the proposed range.

## LAND CONTROL:

No land control issues are associated with this project. Ft. Lupton has entered into a long-term recreational lease for the property with the Colorado State Land Board.

**EXHIBIT A**  
**Statement of Work**  
**Large Shooting Range Grant – Federal Funds**

|                          |                                                  |
|--------------------------|--------------------------------------------------|
| <b>FBMS IDENTIFIER:</b>  | <b>F16AF01210</b>                                |
| <b>STATE IDENTIFIER:</b> | <b>W – 255 – E -- 1</b>                          |
| <b>PROJECT TITLE:</b>    | <b>New and Improved Colorado Shooting Ranges</b> |
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*(Note: This scope includes pre-construction/pre-agreement work for the Ft. Lupton Shooting Range.)*

**NEED:**

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- 2) Obtain required permits and approvals for the range construction.
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**EXPECTED BENEFITS:**

Activities included in this grant will lay the groundwork for development of an important recreation shooting facility close to the Denver metro area, and within easy access of many other northern Front Range communities. The range will provide a major alternative to dwindling recreational shooting opportunities on public lands.

**APPROACH:**

Ft. Lupton will use a combination of city employees and hired contractors to complete the work proposed under this grant. City employees, in particular from the planning department, are expected to be involved with all aspects of the proposed work, although contractors with specific expertise may take the lead on developing an environmental assessment and design details for the range. The environmental assessment work is expected to be the initial work undertaken, with the design work following later so it can include any needed changes to address issues uncovered during the environmental assessment phase.

#### **LOCATION:**

The proposed range site is located approximately 4 miles east of the City of Ft. Lupton. A map showing the location of the potential range is attached. However, much of the work performed under this grant will be done off-site by City of Ft. Lupton employees and contractors.

#### **PROJECT COSTS:**

Total project costs are estimated to be \$60,000. Of this amount, local matching funds will cover \$15,000 (25% of project costs). The remaining \$45,000 (75% of project costs) is requested in Hunter Education -- Section 4 funding. A more detailed budget is attached.

*Pre-agreement costs -- Project sponsors may request up to \$10,000 in pre-agreement costs related to design, engineering, public input and permitting. The sponsors understand that any such costs must be consistent with the project described in this application, must be properly documented and are subject to review and approval by the US Fish and Wildlife Service.*

#### **USEFUL LIFE OF CAPITAL IMPROVEMENTS:**

No capital improvements are envisioned as part of this grant. Future grants related to the Ft. Lupton shooting range may include capital improvements, and a useful life for the improvements will be set at that time, as well as a commitment by Ft. Lupton to maintain the improvements and provide public access to them.

#### **PERSONNEL:**

|                  |                             |              |
|------------------|-----------------------------|--------------|
| Jim Guthrie      | Colorado Parks and Wildlife | 303-866-3203 |
| Larry Rogstad    | Colorado Parks and Wildlife | 970-472-4461 |
| Kenneth Pancelow | Ft. Lupton, Chief of Police | 303-210-0100 |

#### **SCHEDULE:**

September 2016 -- April 2017 -- Conduct and complete environmental assessment.  
November 2016 -- May 2017 -- Develop detailed designs for the proposed range.

#### **LAND CONTROL:**

No land control issues are associated with this project. Ft. Lupton has entered into a long-term recreational lease for the property with the Colorado State Land Board.



**EXHIBIT B**  
**Prices and Rates**  
**Ft. Lupton Shooting Range Preconstruction**

| ITEM                     | MATCHING FUNDS | HUNTER ED FUNDS | TOTAL    |
|--------------------------|----------------|-----------------|----------|
| Environmental Assessment | \$1,000        | \$5,000         | \$6,000  |
| Design, permitting       | \$14,000       | \$40,000        | \$54,000 |
| Total                    | \$15,000       | \$45,000        | \$60,000 |

EXHIBIT C-1  
PROJECT DOCUMENTATION REPORT

TYPES OF DOCUMENTATION REQUIRED FOR REIMBURSEMENT REQUESTS:

1. One fully itemized expenditure work sheet (see Exhibit C-2 for an example) to which the following certification must be included and signed:  
"This Itemization reflects only those items eligible for reimbursement as described in the Subgrant Agreement."
2. Copies of purchase order, invoices, receipts, etc. for all expenditures listed on the itemized work sheet. Invoices must indicate the items and amounts that apply to the project. This is particularly important for invoices that include items or work for projects outside the scope of the CPW Shooting Range project.
3. Copies of cancelled checks (front and back) for the invoices. The CPW Shooting Range program is a reimbursement program, so the program coordinator needs to be able to document that payment has been made for the items used as match and for which reimbursement is requested.
4. A signed copy of the Request for Reimbursement form (Exhibit C-3).
5. If subcontractors are used in the performance of the project, all related documentation of a competitive bid process to include, but not necessarily limited to, copies of bid notices, requests for proposals, bid tabulation sheet, etc.
  - a. For municipalities, in place of the above, a certification is required that verifies use and compliance with its own bid process and rules.
6. If the project involves labor and equipment provided from in-house sources (e.g. county road crews, public works department crews), documentation of the normal hourly wage or usage rates is required. The times in which the labor and/or equipment was used on the CPW Shooting Range project should be clearly noted.
7. When requesting **PARTIAL** reimbursement, documentation must be provided for in-kind, donated or cash match at the overall cost share rate of the project.
8. For the **FINAL** reimbursement request, include one copy of the as-built site plan with the following features:
  - a. Location and identification of all facilities which were installed or constructed under the CPW Shooting Range project.
  - b. Project title and number and date of preparation of the site plan.
  - c. Project boundaries. In most cases the project boundary is the same as the property boundary.
  - d. Identification and location of all overhead utility and/or telephone lines and any other known outstanding rights, easements or other interests in the property which are held by others. If there are none, then the following statement should be printed on the site plan:  
"There are no known outstanding rights, easements or other interests in the property which are held by others."

## EXHIBIT C-2: SAMPLE ITEMIZED WORK SHEET

PROJECT NAME: \_\_\_\_\_

Contract Encumbrance No. \_\_\_\_\_

Subgrant Agreement No. \_\_\_\_\_

|                  | BARRIERS      |                 | PARKING LOTS        |                     | CHECK NO. | DATE PAID |
|------------------|---------------|-----------------|---------------------|---------------------|-----------|-----------|
|                  | Barrier (mft) | Barrier (sq ft) | Parking Lot (sq ft) | Parking Lot (sq ft) |           |           |
| Doe Company      | \$4,500.00    | \$13,500.00     |                     |                     | 126       | 5/16/05   |
| Doe Company      |               |                 | \$1,250.00          | \$3,000.00          | 3217      | 6/17/05   |
| ABC Company      |               |                 | \$750.00            | \$2,250.00          | 671       | 6/20/05   |
| Smith & Son Inc. | \$125.00      | \$375.00        |                     |                     | 905       | 7/7/05    |
| F.Y. Volunteers  | \$1,000.00    |                 |                     |                     | 915       | 8/8/05    |
|                  |               |                 |                     |                     |           |           |
| TOTAL            | \$5,625.00    | \$13,875.00     | \$2,000.00          | \$6,000.00          |           |           |
| TOTAL COST       | \$27,500.00   |                 |                     |                     |           |           |

Signed \_\_\_\_\_

Date \_\_\_\_\_

Certification: This itemization reflects only those items eligible for reimbursement as described in Subgrant Agreement.

**EXHIBIT C-3  
REQUEST FOR REIMBURSEMENT**

|                             |                                                       |
|-----------------------------|-------------------------------------------------------|
| Project Name: _____         | Subgrant Agreement No. _____<br>Encumbrance No. _____ |
| Subgrantee: _____           | Address _____                                         |
| Date Prepared _____         |                                                       |
| Request No. _____           | Subgrant Amount \$ _____ / % of total project _____   |
|                             | Match Amount \$ _____ / % of total project _____      |
| Work Period: _____ to _____ | Total Contract \$ _____                               |

| Description of Reimbursable Amounts by Work Item | Previously Requested | This Request | To Date |
|--------------------------------------------------|----------------------|--------------|---------|
| 1) _____                                         |                      |              |         |
| 2) _____                                         |                      |              |         |
| 3) _____                                         |                      |              |         |
| 4) _____                                         |                      |              |         |
| 5) _____                                         |                      |              |         |
| 6) _____                                         |                      |              |         |
| 7) _____                                         |                      |              |         |
| 8) _____                                         |                      |              |         |
| 9) _____                                         |                      |              |         |
| 10) _____                                        |                      |              |         |
| 11) _____                                        |                      |              |         |

|                          |          |          |          |  |
|--------------------------|----------|----------|----------|--|
| Net Earned Payment       | \$ _____ | \$ _____ | \$ _____ |  |
| Less Previous Payment    |          |          | \$ _____ |  |
| Net Payment This Request |          |          | \$ _____ |  |

|                      |                        |
|----------------------|------------------------|
| % Time Elapsed _____ | % Work Completed _____ |
|----------------------|------------------------|

Project Status: \_\_\_\_\_

Notice to Proceed Date: \_\_\_\_\_

Original Project Completion Date: \_\_\_\_\_

Amended Project Completion Date: \_\_\_\_\_  
(if applicable)

|                                                                                                                                         |                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <u>PROJECT SPONSOR USE</u><br>Prepared by (Signature) _____<br><br>Project Coordinator Phone: _____<br>Project Coordinator email: _____ | <u>CPW USB ONLY</u><br>Administrative Review _____<br>Verified amounts:<br>Reimbursable expenses _____<br>Matching expenses _____ |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|

|                                                                                       |                                                                      |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Approved by: (Person with financial responsibility)<br>_____<br>(Signature and Title) | <u>CPW USB ONLY</u><br>Approved by<br>_____<br>(Signature and Title) |
| OR<br>Subgrantee: (Same as signature on Subgrant Agreement) _____                     |                                                                      |

EXHIBIT C-4  
REPORT OF  
SUBGRANT AGREEMENT PERFORMANCE

[illegible]



(

○

Date: \_\_\_\_\_

Date Verified: \_\_\_\_\_

Project Name or Location: \_\_\_\_\_ Date: \_\_\_\_\_

[illegible]

Project Leader Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Volunteer Time Tracking Sheet Instructions –

Accurate recording of volunteer hours for Colorado Parks and Wildlife-funded projects is an important part of administering a grant. Inadequate tracking of volunteer labor will reduce the amount of match the project sponsor can be credited for in a project, and can reduce the amount of funding Colorado Parks and Wildlife can provide. The result could be that a project sponsor has to pay for portions of a project that they were not planning on. It is strongly recommended that volunteer information be collected at the time of the work; collecting the information weeks or months after the work is performed is very difficult, if not impossible, to do.

The attached Volunteer Time Tracking Sheet can be used by project leaders to track volunteer time. Project leaders can use their own sign-in sheets, but they should be sure that any alternatives include the main information included in the attached sheet – name and signature of volunteer, hours worked, project identification, date and supervisor signature certifying accuracy of information.

The attached sheet is largely self-explanatory. The following addresses specific information items requested on the sheet –

- 1) Project Name or Location – This is the common name of the project which helps identify it – e.g. Clear Creek habitat improvement, Blue Lake Fishing Pier.
- 2) Type of Work Done – very short description of the work done by the volunteer – e.g. revegetation, trail construction
- 3) Rate – the hourly rate at which the volunteer labor is valued for the project. This figure can be obtained from the project contact or the Federal Assistance coordinator for Colorado Parks and Wildlife. As an example, for 2009, general labor contributed to a project is normally valued at \$20/hour. That figure may vary depending on special skills that may be donated, or reflecting a change in the value of general labor. This figure can be obtained after the work is done, and entered on the form by the project leader at that time.
- 4) Project Leader and Signature – This is the name and signature of the on-site project leader that certifies that the listed work was done.

**Exhibit F**  
**State of Colorado**  
**Supplemental Provisions for**  
**Federally Funded Contracts, Grants, and Purchase Orders**  
**Subject to**  
**The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As**  
**Amended**  
**Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

**1.1. "Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1. Grants;**
- 1.1.2. Contracts;**
- 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);**
- 1.1.4. Loans;**
- 1.1.5. Loan Guarantees;**
- 1.1.6. Subsidies;**
- 1.1.7. Insurance;**
- 1.1.8. Food commodities;**
- 1.1.9. Direct appropriations;**
- 1.1.10. Assessed and voluntary contributions; and**
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.**

*Award does not include:*

- 1.1.12. Technical assistance, which provides services in lieu of money;**
- 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;**
- 1.1.14. Any award classified for security purposes; or**
- 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).**

**1.2. "Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

**1.3. "Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

**1.4. "Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.

**1.5. "Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 1.5.2. A foreign public entity;
  - 1.5.3. A domestic or foreign non-profit organization;
  - 1.5.4. A domestic or foreign for-profit organization; and
  - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. "Executive" means an officer, managing partner or any other employee in a management position.
  - 1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.
  - 1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
  - 1.9. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.
  - 1.10. "Subaward" means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.
  - 1.11. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.
  - 1.12. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
  - 1.13. "Supplemental Provisions" means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
  - 1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
  - 1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
    - 1.15.1. Salary and bonus;
    - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
    - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
    - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
    - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
    - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.



- 1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 4.2. In the preceding fiscal year, Contractor received:
- 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfo/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below

\$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

**7. Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

**7.1 ToSAM.** A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1 Subrecipient DUNS Number;
- 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3 Subrecipient Parent DUNS Number;
- 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

**7.2 To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1 Subrecipient's DUNS Number as registered in SAM.
- 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**8. Exemptions.**

- 8.1 These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4 There are no Transparency Act reporting requirements for Vendors.

**9. Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

**EXHIBIT G  
SUPPLEMENTAL PROVISIONS FOR FEDERAL AWARDS**

**Subject to  
The Office of Management and Budget Uniform Administrative Requirements,  
Cost Principles, and Audit Requirements for Federal Awards ("Uniform  
Guidance"),  
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
  - 1.2. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
  - 1.3. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
  - 1.4. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
  - 1.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
  - 1.6. "OMB" means the Executive Office of the President, Office of Management and Budget.
  - 1.7. "Recipient" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
  - 1.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
  - 1.9. "Subrecipient" means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
  - 1.10. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 1.11. "Uniform Guidance Supplemental Provisions" means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
2. **Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **Procurement Standards.**
- 3.1 **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 3.2 **Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
5. **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 5.1 **Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 5.2 **Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.



**5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

**6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

**6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies



invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*"

- 6.2 **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 6.3 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 6.4 **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 6.5 **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.
- 8. Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 9. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

**10. Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit H  
ASSURANCES

OMB Approval No. 0348-0042

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11980; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 108 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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## Upcoming Events

|                          |                                                      |
|--------------------------|------------------------------------------------------|
| July 10-11 <sup>th</sup> | Citywide Yard Sales                                  |
| July 14 <sup>th</sup>    | Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.    |
| July 21 <sup>st</sup>    | City Council Meeting, 130 S. McKinley Ave. 7:00 p.m. |
| July 28 <sup>th</sup>    | Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.    |