City of Fort Lupton

REGULAR MEETING AGENDA
Tuesday, June 1, 2021
7:00 PM
130 South McKinley Avenue

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

You may join in person or join remotely by registering at: https://attendee.gotowebinar.com/register/8202213119026433036

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. June 1, 2021 Accounts Payable

Consent Agenda - Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Councilmember so requests, in which case the item may be removed/moved from the Consent Agenda.

a. April 27, 2021 City Council Special Meeting Minutes

b. May 18, 2021 City Council Meeting Minutes

c. AM 2021-084 Authorize the Mayor to Execute an Agreement to Lease 200 Equivalent Colorado Big Thompson Water Units to Platte River Power Authority

d. AM 2021-085 Approve Change Order Number 1 to Colorado Paving, Inc. For Not to Exceed $20,000.00 for Kahil Repaving Project From Street Sales Tax Fund

e. AM 2021-082 Approve a Resolution Ratifying the Reappointment of Mike Simone by the Mayor for a Three Year Term To The Planning Commission as a Regular Member Beginning June 19, 2021 and Ending June 19, 2024

Action Memorandum

a. AM 2021-086 Accept a Purchase Agreement for the Purpose of Building a New Public Library Facility on the Property Known as Lupton Village Lot 13, Block 5

Information Memorandum

a. IM 2021-002 Position Opening for Library Director

Staff Reports

Mayor/Council Reports

Future City Events

a. June 1, 2021 Upcoming Events

Adjourn

Check Report

By Check Number

City of Fort Lupton

Date Range: 05/19/2021 - 06/01/2021

Vendor Number	Vendor Name		Payment Date	Payment Type		Discount Amount		Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Discount Amount		Payable Amount		
Bank Code: Golf Course-Golf Course									
001301	AAA AUTO PARTS INC		05/25/2021	Regular		0.00		222.42	84381
112931	Invoice	05/10/2021	GOLF-FLAT-MAINT		0.00		2.90		
113172	Invoice	05/13/2021	GOLF-OMNI LUBE GREASE-MAINT		0.00		92.90		
113267	Invoice	05/14/2021	GOLF-BATTERY/DEPOSIT-MAINT		0.00		126.62		
000024	ACE HARDWARE OF FORT LUPTON		05/25/2021	Regular		0.00		350.77	84382
88786	Invoice	05/13/2021	GOLF-TAP CARDED 6MM-1MM-MAINT		0.00		5.99		
88790	Invoice	05/13/2021	GOLF-GENERAL SUPPLIES-MAINT		0.00		331.79		
88822	Invoice	05/15/2021	GOLF-ANGLE BROOM-PRO SHOP		0.00		12.99		
000028	ACUSHNET COMPANY		05/25/2021	Regular		0.00		314.32	84383
300312535	Credit Memo	05/01/2021	GOLF-CLUBS-PRO SHOP		0.00		-1,614.00		
910482822	Invoice	05/01/2021	GOLF-CLUBS-PRO SHOP		0.00		965.45		
910495720	Invoice	05/01/2021	GOLF-BALLS-PRO SHOP		0.00		354.55		
910506529	Invoice	05/01/2021	GOLF-CLUBS-PRO SHOP		0.00		608.32		
002254	ADIDAS AMERICA INC		05/25/2021	Regular		0.00		787.21	84384
6153424061	Invoice	05/05/2021	GOLF-T-SHIRTS-PRO SHOP		0.00		573.12		
6153434479	Invoice	05/06/2021	GOLF-SHIRTS MERCHANDISE-PRO S…		0.00		122.41		
6153471351	Invoice	05/11/2021	GOLF-SHOES MERCHANDISE-PRO S…		0.00		91.68		
000048	AIRGAS USA LLC		05/25/2021	Regular		0.00		15.38	84385
9979489641	Invoice	05/01/2021	GOLF-ACETYLENE/OXYGEN-MAINT		0.00		15.38		
000160	BREAKTHRU BEVERAGE GROUP		05/25/2021	Regular		0.00		644.81	84386
339503436	Invoice	05/14/2021	GOLF-ALCOHOLIC BEVERAGES-PRO…		0.00		644.81		
002000	CIT GROUP/COMMERCIAL SERVICES		05/25/2021	Regular		0.00		1,308.04	84387
B0057180	Invoice	05/07/2021	GOLF-MERCHANDISE-PRO SHOP		0.00		1,308.04		
000239	CITY OF FORT LUPTON		05/25/2021	Regular		0.00		28,350.92	84388
FIN2021138	Invoice	05/07/2021	GOLF-PAYROLL EXPENSES 5/7/21		0.00		28,346.23		
FIN2021149	Invoice	05/17/2021	GOLF-EAP FOR JUNE		0.00		4.69		
000307	COMCAST CABLE COMM, LLC		05/25/2021	Regular		0.00		241.75	84389
6460120790 MA…	Invoice	05/06/2021	GOLF-PHONE/INTERNET-PRO SHOP		0.00		241.75		
000307	COMCAST CABLE COMM, LLC		05/25/2021	Regular		0.00		-241.75	84389
002723	EAGLE ROCK COMPANY OF COLO		05/25/2021	Regular		0.00		1,482.11	84390
7859312	Invoice	05/06/2021	GOLF-ALCOHOLIC BEVERAGES-PRO…		0.00		115.46		
7870234	Invoice	05/13/2021	GOLF-ALCOHOLIC BEVERAGES-PRO…		0.00		1,366.65		
002175	GROSSEN BART BREWING COMPANY		05/25/2021	Regular		0.00		120.00	84391
21-36	Invoice	05/05/2021	GOLF-ALCOHOLIC BEVERAGES-PRO…		0.00		120.00		
000567	HIGH COUNTRY BEVERAGE CORP		05/25/2021	Regular		0.00		1,428.75	84392
W-5965835	Invoice	05/10/2021	GOLF-ALCOHOLIC BEVERAGES-PRO…		0.00		482.50		
W-5966223	Invoice	05/10/2021	GOLF-ALCOHOLIC BEVERAGES-PRO…		0.00		946.25		
000735	LL JOHNSON DISTRIBUTING		05/25/2021	Regular		0.00		3,418.90	84393
1133796-00	Invoice	05/01/2021	GOLF-LAWN MAINTENANCE-MAINT		0.00		1,249.00		
1134324-00	Invoice	05/01/2021	GOLF-POND LINER-MAINT		0.00		2,169.90		
000795	MILE HIGH TURFGRASS, LLC		05/25/2021	Regular		0.00		1,288.61	84394
8328	Invoice	05/05/2021	GOLF-WATER OX INFUSION 100-MAI…		0.00		1,000.00		
8352	Invoice	05/13/2021	GOLF-COURSE MAINT-MAINT		0.00		288.61		

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
000944	REPUBLIC NATIONAL DISTRIBUTING CO L		05/25/2021	Regular	0.00	167.95	84395
6118833	Invoice	05/12/2021	GOLF-ALCOHOLIC BEVERAGES-PRO…		0.00	80.95	
6118834	Invoice	05/12/2021	GOLF-BEVERAGES-PRO SHOP		0.00	87.00	
000974	SAFE SYSTEMS INC		05/25/2021	Regular	0.00	139.19	84396
870192-1053	Invoice	05/09/2021	GOLF-SECURITY MONITORING		0.00	139.19	
000999	SHAMROCK FOODS COMPANY		05/25/2021	Regular	0.00	2,461.50	84397
22680849	Invoice	05/06/2021	GOLF-SNACKS, MEATS, CONDIMENT…		0.00	863.83	
22695789	Invoice	05/13/2021	GOLF-BEVERAGES/FOOD-PRO SHOP		0.00	869.43	
22695790	Invoice	05/13/2021	GOLF-BEVERAGES/FOODS-PRO SH…		0.00	728.24	
001751	SPORTS TURF IRRIGATION		05/25/2021	Regular	0.00	148.00	84398
91278-CM	Credit Memo	05/09/2021	GOLF-SALVAGE HEADS-MAINT		0.00	-1,197.00	
94148-CM	Credit Memo	05/01/2021	GOLF-SALVAGE HEADS-MAINT		0.00	-510.00	
94723-CM	Credit Memo	05/01/2021	GOLF-SALVAGE HEADS-MAINT		0.00	-770.00	
96438-IN	Invoice	05/01/2021	GOLF-855PC CONVERSION ASSY-MA…		0.00	1,610.00	
98435-IN	Invoice	05/01/2021	GOLF-IRRIGATION SUPPLIES-MAINT		0.00	1,015.00	
001052	SWIRE COCA-COLA, USA		05/25/2021	Regular	0.00	610.56	84399
13923211558B	Invoice	05/04/2021	GOLF-BEVERAGES-PRO SHOP		0.00	202.61	
13923211639	Invoice	05/11/2021	GOLF-BEVERAGES-PRO SHOP		0.00	407.95	
001064	TAYLORMADE GOLF COMPANY INC		05/25/2021	Regular	0.00	214.15	84400
34957568	Invoice	05/01/2021	GOLF-BALLS-PRO SHOP		0.00	214.15	
001183	WAXIE SANITARY SUPPLY		05/25/2021	Regular	0.00	177.07	84401
78725880C	Credit Memo	05/01/2021	GOLF-PAPER TOWELS-PRO SHOP		0.00	-67.02	
79892700	Invoice	05/01/2021	GOLF-CLEANING SUPPLIES-PRO SH…		0.00	48.23	
80002122	Invoice	05/10/2021	GOLF-JANITORIAL SUPPLIES		0.00	195.86	
001207	WESTERN DISTRIBUTING INC		05/25/2021	Regular	0.00	256.00	84402
636602	Invoice	05/14/2021	GOLF-ALCOHOLIC BEVERAGES-PRO…		0.00	256.00	
000239	CITY OF FORT LUPTON		06/01/2021	Regular	0.00	33,055.27	84403
FIN2021151	Invoice	05/21/2021	GOLF-PAYROLL EXPENSES FOR 5/21…		0.00	33,055.27	
000307	COMCAST CABLE COMM, LLC		06/01/2021	Regular	0.00	270.79	84404
6460025494 JU…	Invoice	05/18/2021	GOLF-CABLE SERVICES 6/1-6/30/21-…		0.00	23.76	
6460120790 MA…	Invoice	05/06/2021	GOLF-PHONE/INTERNET-PRO SHOP		0.00	247.03	
002723	EAGLE ROCK COMPANY OF COLO		06/01/2021	Regular	0.00	248.10	84405
7880992	Invoice	05/20/2021	GOLF-ALCOHOLIC BEVERAGES-PRO…		0.00	248.10	
000567	HIGH COUNTRY BEVERAGE CORP		06/01/2021	Regular	0.00	1,566.15	84406
W5970979	Invoice	05/17/2021	GOLF-ALCOHOLIC BEVERAGES-PRO…		0.00	953.15	
W5975884	Invoice	05/24/2021	GOLF-ALCOHOLIC BEVERAGES-PRO…		0.00	613.00	
000999	SHAMROCK FOODS COMPANY		06/01/2021	Regular	0.00	1,201.88	84407
22703325	Invoice	05/17/2021	GOLF-FOOD/BEVERAGES/MEAT-PRO…		0.00	1,201.88	
001052	SWIRE COCA-COLA, USA		06/01/2021	Regular	0.00	770.93	84408
13923211724	Invoice	05/18/2021	GOLF-BEVERAGES-PRO SHOP		0.00	269.88	
13923211725	Credit Memo	05/18/2021	GOLF-BEVERAGES-PRO SHOP		0.00	-75.00	
13923211804	Invoice	05/25/2021	GOLF-BEVERAGES-PRO SHOP		0.00	576.05	
001530	TARGET SPECIALTY PRODUCTS		06/01/2021	Regular	0.00	1,693.00	84409
INVP500466908	Invoice	05/19/2021	GOLF-HERBICIDE/FERTILIZER-MAINT		0.00	1,353.00	
INVP500468212	Invoice	05/20/2021	GOLF-FERTILIZER-MAINT		0.00	340.00	
002445	TCF NATIONAL BANK		06/01/2021	Regular	0.00	10,678.08	84410
7062630	Invoice	05/17/2021	Golf-Jun21 Lease Payment-Maint		0.00	10,678.08	
001105	TOSHIBA FINANCIAL SERVICES		06/01/2021	Regular	0.00	231.45	84411

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
443464516	Invoice	05/14/2021	Golf Copier Lease		0.00	231.45	
001183	WAXIE SANITARY SUPPLY		06/01/2021	Regular	0.00	248.68	84412
80034861	Invoice	05/24/2021	GOLF-JANITORIAL SUPPLIES-PRO S…		0.00	248.68	
001594	WILBUR-ELLIS COMPANY LLC		06/01/2021	Regular	0.00	980.00	84413
14255214	Invoice	05/11/2021	GOLF-SEED/SOIL AMENDMENTS/MAI…		0.00	980.00	
001224	XCEL ENERGY-GAS		06/01/2021	Regular	0.00	205.04	84414
732421790	Invoice	05/18/2021	GOLF-NATURAL GAS 4/20-5/18/21-PR…		0.00	205.04	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	63	34	0.00	95,297.78
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-241.75
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	63	**35**	**0.00**	**95,056.03**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
001137	UNITED POWER		05/19/2021	Regular	0.00	42.08	69576
1302901 APR21..	Invoice	05/01/2021	UF-3/1/21-4/1/21 ELEC-WELL #1		0.00	0.01	
1322501 APR21..	Invoice	05/01/2021	GF-3/1/21-4/1/21 ELEC-STREET LIGH…		0.00	42.07	
001224	XCEL ENERGY-GAS		05/20/2021	Regular	0.00	1,698.18	69577
5320352370AP…	Invoice	05/01/2021	GF-APR21 GAS BILL		0.00	1,503.98	
5320352381AP…	Invoice	05/01/2021	GF-APR21 GAS BILL-B&G		0.00	194.20	
001301	AAA AUTO PARTS INC		05/25/2021	Regular	0.00	20.16	69578
112978	Invoice	05/11/2021	GF-MOTOR OIL-PARKS		0.00	10.08	
112987	Invoice	05/11/2021	GF-MOTOR OIL-PARKS		0.00	10.08	
000037	ADVANCED URGENT CARE AND OCC MEI		05/25/2021	Regular	0.00	55.00	69579
69191	Invoice	05/14/2021	GF-DRUG SCEEN VASQUEZ-HR		0.00	55.00	
002768	BAYLEI CHAMBERS		05/25/2021	Regular	0.00	1,110.00	69580
2006674.001	Invoice	05/11/2021	REC-SUMMER CAMP REFUND		0.00	1,110.00	
000216	CHAMBER OF COMMERCE		05/25/2021	Regular	0.00	45.00	69581
5122021	Invoice	05/12/2021	GF-CHAMBER BANQUET/CROSS-LEG..		0.00	45.00	
002651	COLORADO COMMUNITY MEDIA		05/25/2021	Regular	0.00	1,194.00	69582
16033	Invoice	05/01/2021	GF-LEGAL PUBLICATIONS/NOTICES		0.00	93.08	
19749	Invoice	05/01/2021	GF-LEGAL PUBLICATIONS/NOTICES		0.00	571.84	
20937	Invoice	05/01/2021	GF-LEGAL PUBLICATIONS/NOTICES-…		0.00	20.92	
21426	Invoice	05/01/2021	GF-LEGAL PUBLICATIONS/NOTICES		0.00	453.80	
26235	Invoice	05/21/2021	GF-LEGAL PUBLICATIONS-FIN		0.00	54.36	
001089	ERGOMED		05/25/2021	Regular	0.00	445.00	69583
6994876	Invoice	05/01/2021	GF-DRUG SCREEN RAEL/PLIEGO/MA…		0.00	445.00	
001930	HUMANA HEALTH PLAN INC		05/25/2021	Regular	0.00	84,484.81	69584
379450455	Invoice	06/01/2021	GF-HEALTH,DENTAL,VISION,EAP FOR..		0.00	84,484.81	
000691	KONE INC		05/25/2021	Regular	0.00	140.80	69585
959857459	Invoice	05/01/2021	REC-ELEVATOR SERVICE		0.00	140.80	
000698	L.G. EVERIST, INC		05/25/2021	Regular	0.00	405.94	69586
537891B	Invoice	05/01/2021	UF-SQUEEGEE		0.00	1.44	
544842	Invoice	05/19/2021	UF-SQUEEGEE		0.00	404.50	
000735	LL JOHNSON DISTRIBUTING		05/25/2021	Regular	0.00	2.41	69587
1134386-01	Invoice	05/01/2021	GF-SLW5 WIRELESS WEATHER STAT..		0.00	127.42	
1134614-00	Credit Memo	05/03/2021	GF-CREDIT FOR CONTROL PANEL-P…		0.00	-125.01	
001926	MAMMOTH CREATIVE		05/25/2021	Regular	0.00	425.00	69588
12GR-9036	Invoice	05/01/2021	GF-VEHICLE LETTERING/PRINTS-PD		0.00	425.00	
002195	MINUTEMAN PRESS		05/25/2021	Regular	0.00	344.40	69589
35253	Invoice	05/01/2021	GF-CARBON COPY RECEIPTS-FIN		0.00	38.00	
35254	Invoice	05/01/2021	GF-#10 WINDOW ENVELOPES-FIN		0.00	306.40	
000807	MORNING STAR ELEVATOR LLC		05/25/2021	Regular	0.00	782.92	69590
INV16-21263	Invoice	05/07/2021	CPR-HOISTWAYDOOR 1/2 PAYMENT…		0.00	782.92	
000865	OFFICE DEPOT		05/25/2021	Regular	0.00	1,417.97	69591
170754024001	Invoice	05/01/2021	GF-OFFICE SUPPLIES		0.00	94.51	
170755061001	Invoice	05/01/2021	GF-OFFICE SUPPLIES-CITY ADM		0.00	13.19	
171419664001	Invoice	05/06/2021	GF-JANITORIAL SUPPLIES-CITY ADM		0.00	30.67	
171508493001	Invoice	05/05/2021	GF-COPIER/PRINTER PAPER-CITY A…		0.00	1,279.60	
000869	OPERATIONS MANAGEMENT INT		05/25/2021	Regular	0.00	120,324.80	69592
351230-22-06	Invoice	06/01/2021	UF-OMI MONTHLY BILLING		0.00	120,324.80	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
002761	OTTEN JOHNSON ROBINSON NEFF + RAG		05/25/2021	Regular	0.00	924.00	69593
455393	Invoice	05/01/2021	GF-HAGLER ANNEXATION STRATEGY..		0.00	924.00	
001643	PROCODE INC		05/25/2021	Regular	0.00	23,380.47	69594
1922	Invoice	05/11/2021	GF-APR21 BLDG PERMIT FEES-GLDG ..		0.00	23,380.47	
001075	THE CONSOLIDATED MUTUAL		05/25/2021	Regular	0.00	237,169.50	69595
51220	Invoice	05/01/2021	UF-PERRY PIT LEASE-W STOR		0.00	236,940.22	
51321 PUMP	Invoice	05/13/2021	UF-APR21 ELECTRICAL PERRY PIT-D…		0.00	163.14	
51321B	Invoice	05/13/2021	UF-APR21 ELECTRICAL PERRY PIT-…		0.00	33.39	
51321C	Invoice	05/13/2021	UF-APR21 ELECTRICAL PERRY PIT-…		0.00	32.75	
001101	TODD HODGES DESIGN LLC		05/25/2021	Regular	0.00	9,772.91	69596
3314	Invoice	05/10/2021	GF-PLANNING SERVICES 4/26-5/9/21-…		0.00	9,772.91	
001105	TOSHIBA FINANCIAL SERVICES		05/25/2021	Regular	0.00	1,892.08	69597
442947743	Invoice	05/07/2021	Copier Lease		0.00	1,892.08	
001183	WAXIE SANITARY SUPPLY		05/25/2021	Regular	0.00	992.79	69598
78921356	Credit Memo	05/13/2021	REC-CREDIT FOR WAX POLISH		0.00	-38.38	
79923461	Invoice	05/01/2021	REC-HAND SOAP		0.00	142.50	
79998803	Invoice	05/07/2021	CPR-FURNITURE POLISH-COM CTR		0.00	44.62	
79998803CR	Credit Memo	05/18/2021	CPR-FURNITUR POLISH CREDIT-COM..		0.00	-44.62	
80002098	Invoice	05/10/2021	CPR-DISINFECTANT-COM CTR		0.00	95.46	
80002153	Invoice	05/10/2021	REC-JANITORIAL SUPPLIES		0.00	388.98	
80011347	Invoice	05/13/2021	GF-TOILET PAPER/MULTIFOLD TOW…		0.00	239.23	
80018572	Invoice	05/17/2021	REC-TRASH LINERS		0.00	165.00	
000037	ADVANCED URGENT CARE AND OCC MEI		06/01/2021	Regular	0.00	110.00	69599
69279	Invoice	05/17/2021	GF-DOT DRUG SCREEN LRAMIREZ-HR		0.00	55.00	
69440	Invoice	05/22/2021	GF-DRUG SCREEN BACA-HR		0.00	55.00	
000041	AGFINITY		06/01/2021	Regular	0.00	218.00	69600
H61854	Invoice	05/20/2021	GF-CORNERSTONE & DREXEL-PARKS		0.00	218.00	
002257	ANACONDA NETWORKS INC		06/01/2021	Regular	0.00	1,980.00	69601
4293	Invoice	05/17/2021	Renewal Netcloud Mobile Essentials 1yr ..		0.00	1,980.00	
000136	BG'S JAPANESE DESIGNS		06/01/2021	Regular	0.00	98.00	69602
6249	Invoice	05/06/2021	GF-EMBROIDERY-PD		0.00	98.00	
000267	COLONIAL LIFE		06/01/2021	Regular	0.00	105.96	69603
7816820-06017…	Invoice	05/22/2021	Supplemental Ins for May		0.00	105.96	
002647	COLORADO RANGERS LAW ENFORCEMEI		06/01/2021	Regular	0.00	3,900.00	69604
21-H80621	Invoice	06/30/2021	Rangers Annual Access Fee		0.00	3,900.00	
000307	COMCAST CABLE COMM, LLC		06/01/2021	Regular	0.00	220.03	69605
6460164533 MA..	Invoice	05/13/2021	Comcast 0164533		0.00	220.03	
002769	CORK AND CAP		06/01/2021	Regular	0.00	15.00	69606
52521	Invoice	05/25/2021	GF-RESTITUTION E00206141-COURT		0.00	15.00	
000445	EWING		06/01/2021	Regular	0.00	83.85	69607
14268856	Invoice	05/20/2021	GF-BROWN MULCH-PARKS		0.00	83.85	
002568	FORT LUPTON CAR WASH		06/01/2021	Regular	0.00	245.50	69608
187	Invoice	05/04/2021	GF-VEHICLE MAINTENANCE-PD		0.00	245.50	
000491	FORT LUPTON VETERINARY		06/01/2021	Regular	0.00	1,210.00	69609
51821	Invoice	05/18/2021	GF-ANIMAL IMPOUNDS-PD		0.00	1,210.00	
002655	FRONT RANGE LANDFILL INC		06/01/2021	Regular	0.00	1,533.00	69610
60865	Invoice	05/15/2021	GF-CLEANUP DAYS		0.00	1,533.00	
002193	GOULD EVANS INC		06/01/2021	Regular	0.00	9,768.00	69611

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
22060311	Invoice	05/01/2021	GF- Municipal Code Update- Comm Dev		0.00	9,768.00	
002166	JBS PIPELINE CONTRACTORS		06/01/2021	Regular	0.00	1,525.00	69612
R00101379	Invoice	05/21/2021	UF-Refund hydrant meter deposit & perm.		0.00	1,525.00	
000745	LOUIS A GRESH		06/01/2021	Regular	0.00	1,500.00	69613
52021	Invoice	05/31/2021	GF-ARRAIGNMENTS-COURT		0.00	1,500.00	
002755	MAXINE BROOKS		06/01/2021	Regular	0.00	266.00	69614
52521	Invoice	05/25/2021	GF-RESTITUTION CAST #1341767-CO…		0.00	266.00	
002027	MURRAYSMITH INC		06/01/2021	Regular	0.00	964.00	69615
20-2746.00-15	Invoice	05/21/2021	WST- Non-Pot Pumphouse Engineering-..		0.00	964.00	
000887	PEDIATRIC NURSE CONSULTING		06/01/2021	Regular	0.00	210.00	69616
51421	Invoice	05/14/2021	REC-NURSE CONSULTANT CAMP		0.00	210.00	
000932	R & M SERVICES		06/01/2021	Regular	0.00	1,397.00	69617
10567	Invoice	05/01/2021	GF-OIL&FILTER/LUBE/ROTATE/INSP …		0.00	91.61	
10568	Invoice	05/01/2021	GF-OIL&FILTER/LUBE/WASHER FLUID..		0.00	80.60	
10569	Invoice	05/01/2021	GF-OIL&FILTER/WASHER FLUID/ROT…		0.00	95.60	
10570	Invoice	05/01/2021	GF-OIL&FILTER/WASHER FLUID/ROT…		0.00	95.60	
10572	Invoice	05/01/2021	GF-OIL&FILTER-PD		0.00	76.61	
10573	Invoice	05/01/2021	GF-TIRES/MOUNT/BALANCE-PD		0.00	321.92	
10574	Invoice	05/01/2021	GF-TIRE REPAIR-PD		0.00	10.00	
10577	Invoice	05/03/2021	GF-OIL/OIL&AIRFILTER/BRAKES/WAS…		0.00	473.82	
10578	Invoice	05/03/2021	GF-OIL&FILTER/INSP BRAKES/WASH…		0.00	75.62	
10579	Invoice	05/04/2021	GF-OIL&FILTER/INSPBRAKES/WASH…		0.00	75.62	
000935	RAQUEL FERSZT		06/01/2021	Regular	0.00	100.00	69618
209317	Invoice	05/01/2021	GF-TRANSLATION SERVICES-COURT		0.00	100.00	
002770	ROBERT FINNEGAN		06/01/2021	Regular	0.00	1,126.71	69619
52521	Invoice	05/25/2021	GF-RESTITUTION E00222481-COURT		0.00	1,126.71	
002165	ROSE SIGN LANGUAGE INTERPRETING C		06/01/2021	Regular	0.00	160.00	69620
4023	Invoice	05/21/2021	GF-ASL TRANSLATION SERVICES-C…		0.00	160.00	
001769	SECURE BY DESIGN INC		06/01/2021	Regular	0.00	1,320.00	69621
15895347	Invoice	05/17/2021	Renewal Ninite Pro (200 Licenses)		0.00	1,320.00	
001035	STANDARD INSURANCE CO.		06/01/2021	Regular	0.00	5,569.98	69622
007597610001 …	Invoice	06/01/2021	LI, AD&D, LTD, STD Ins Prem		0.00	5,569.98	
001040	STERICYCLE		06/01/2021	Regular	0.00	61.00	69623
6061149	Invoice	06/01/2021	RED-BIOHAZARD		0.00	61.00	
001343	TIME CLOCK PLUS		06/01/2021	Regular	0.00	176.00	69624
577720	Invoice	05/24/2021	GF-TCP LICENSE OVERAGE 4/24-5/23..		0.00	176.00	
001101	TODD HODGES DESIGN LLC		06/01/2021	Regular	0.00	9,700.00	69625
3321	Invoice	05/24/2021	GF-PLANNING SERVICES 5/10-5/23/21..		0.00	9,700.00	
001104	TOSHIBA BUSINESS SOLUTIONS		06/01/2021	Regular	0.00	12,829.00	69626
2020767	Invoice	05/01/2021	HP Designjet Z6610 60" Plotter		0.00	12,829.00	
001105	TOSHIBA FINANCIAL SERVICES		06/01/2021	Regular	0.00	260.46	69627
443462627	Invoice	05/14/2021	Copier Lease		0.00	260.46	
002771	TROY HERNANDEZ		06/01/2021	Regular	0.00	140.00	69628
51421	Invoice	05/14/2021	GF-REFUND BUILDING PERMIT-MISC		0.00	140.00	
002132	VECTOR DISEASE CONTROL		06/01/2021	Regular	0.00	2,967.70	69629
PI-A00008864	Invoice	05/15/2021	AM2021-045 Misquito Management		0.00	2,967.70	
002064	WELD MOTOR VEHICLES		06/01/2021	Regular	0.00	267.64	69630

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
L0059479550	Invoice	05/06/2021	GF-2021 CJI442 & NOA463 Vehicle Reg..		0.00	267.64	
001224	XCEL ENERGY-GAS		06/01/2021	Regular	0.00	151.39	69631
732940820	Invoice	05/21/2021	GF-City Hall & Generator Gas 4/20-5/18…		0.00	151.39	
001228	YOURMEMBERSHIP.COM INC		06/01/2021	Regular	0.00	129.00	69632
R49762617	Invoice	05/01/2021	GF-30 DAY JOB POSTING-HR		0.00	129.00	
000119	BANK OF COLORADO		05/21/2021	Bank Draft	0.00	6,334.74	DFT0001659
INV0000975	Invoice	05/21/2021	HSA DISTRIBUTION		0.00	6,334.74	
000119	BANK OF COLORADO		05/21/2021	Bank Draft	0.00	668.54	DFT0001660
INV0000976	Invoice	05/21/2021	HSA DISTRIBUTION		0.00	668.54	
001416	VALIC_1		05/21/2021	Bank Draft	0.00	30,500.13	DFT0001661
INV0000977	Invoice	05/21/2021	VALIC - 457(b) $ Contributions		0.00	30,500.13	
001265	IRS		05/21/2021	Bank Draft	0.00	49,823.96	DFT0001662
INV0000978	Invoice	05/21/2021	Federal Withholding		0.00	49,823.96	
001418	CO DEPARTMENT OF REVENUE		05/21/2021	Bank Draft	0.00	8,305.57	DFT0001663
INV0000979	Invoice	05/21/2021	CO Withholding		0.00	8,305.57	
001130	UMB BANK NA		05/19/2021	Bank Draft	0.00	16,625.00	DFT0001665
FL11 MAY21	Invoice	05/19/2021	REC-FL11 REC CNTR GO BOND PMT		0.00	16,625.00	
000465	FIRE & POLICE PENSION ASC		05/25/2021	Bank Draft	0.00	1,913.13	DFT0001666
52021	Invoice	05/20/2021	GF-FPPA PAYMENT FOR 5/21/21 PAY…		0.00	1,913.13	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	90	57	0.00	547,378.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	114,171.07
EFT's	0	0	0.00	0.00
	97	**64**	**0.00**	**661,549.51**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	153	91	0.00	642,676.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-241.75
Bank Drafts	7	7	0.00	114,171.07
EFT's	0	0	0.00	0.00
	160	**99**	**0.00**	**756,605.54**

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	5/2021	43,906.66
600	GOLF ENTERPRISE FUND	6/2021	51,149.37
999	POOLED CASH/CONSOLIDATED CASH	5/2021	601,241.29
999	POOLED CASH/CONSOLIDATED CASH	6/2021	60,308.22
			756,605.54

Transaction Date	Merchant Name		Net Cost
2/28/2021	SOS REGISTRATION FEE	GF-Notary Renewal-CITY CLK	$ 10.00
3/1/2021	SP * LOVEPOPCARDS.COM	GF-Cards for Employees-CITY ADM	$ 138.97
3/1/2021	SAFEWAY #1045	GF-Cards for Employees-CITY ADM	$ 7.95
3/1/2021	SAFEWAY #1045	GF-Cards for Employees-CITY ADM	$ 7.98
3/1/2021	SAFEWAY #1045	GF-Cards for Employees-CITY ADM	$ 15.99
3/1/2021	SAFEWAY #1045	GF-Cards for Employees-CITY ADM	$ 19.99
3/1/2021	SAFEWAY #1045	GF-Cards for Employees-CITY ADM	$ 3.69
3/1/2021	SAFEWAY #1045	GF-Cards for Employees-CITY ADM	$ 1.99
3/1/2021	SAFEWAY #1045	GF-Cards for Employees-CITY ADM	$ 4.69
3/1/2021	SAFEWAY #1045	GF-Cards for Employees-CITY ADM	$ 4.99
3/1/2021	SAFEWAY #1045	GF-Cards for Employees-CITY ADM	$ 4.99
3/1/2021	SAFEWAY #1045	GF-Cards for Employees-CITY ADM	$ (3.99)
3/5/2021	IDEAL STAMP SHOP.COM	GF-Notary Stamp-CITY CLK	$ 24.59
			$ 241.83
3/1/2021	ACE HARDWARE OF FORT L	UF-Sandpaper-W LINES	$ 7.98
3/9/2021	ACE HARDWARE OF FORT L	UF-strippers-W LINES	$ 33.98
3/14/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 84.02
3/16/2021	NAPA AUTO PARTS	GF-plow parts-STREETS	$ 47.54
3/24/2021	EBAY O*25-06790-00713	GF-Adapter Harness-STREETS	$ 44.03
3/29/2021	ACE HARDWARE OF FORT L	GF-SIGN PARTS-STREETS	$ 55.47
3/15/2021	CONOCO - SEI 1045979	GF-GAS-STREETS	$ 100.00
3/16/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 100.00
3/17/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 100.00
3/2/2021	ACE HARDWARE OF FORT L	UF-BATTERIES, HACKSAW, PARTS-W LINES	$ 79.02
3/14/2021	SBM TRAVEL SHOP	GF-Gas-STREETS	$ 100.00
3/15/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 99.05
3/16/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 100.00
3/17/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 100.00
3/15/2021	SBM TRAVEL SHOP	GF-Gas-STREETS	$ 75.00
3/15/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 73.81
3/17/2021	SAFEWAY #1045	GF-Food for snow crew-STREETS	$ 95.73
3/12/2021	FASTENAL COMPANY 01COF	GF-Plow Nuts-STREETS	$ 26.10
3/15/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 57.84
3/16/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 30.87
3/16/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 41.38
3/14/2021	CIRCLE K # 44109	GF-GAS-STREETS	$ 144.02
3/16/2021	CIRCLE K # 44109	GF-GAS-STREETS	$ 118.63
3/16/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 75.00
3/17/2021	CIRCLE K # 44109	GF-GAS-STREETS	$ 123.16
3/5/2021	VISTAPR*VISTAPRINT.COM	GF-Business Cards-PLAN	$ 82.32
3/8/2021	VISTAPR*VISTAPRINT.COM	GF-Business Cards-HR	$ (5.32)
3/5/2021	VISTAPR*VISTAPRINT.COM	GF-Business Cards-COURT	$ 82.32
3/8/2021	VISTAPR*VISTAPRINT.COM	GF-Business Cards-CITY CLK	$ (5.32)
3/8/2021	VISTAPR*VISTAPRINT.COM	GF-Business Cards-CITY ADM	$ (5.32)
3/20/2021	STAPLES DIRECT	GF-calender-CITY ADM	$ 22.49
3/20/2021	STAPLES DIRECT	GF-calender-CITY ADM	$ 1.55
3/24/2021	EZCATERSUBWAY	GF-food for meeting-STREETS	$ 76.89
3/14/2021	CONOCO - SEI 1045979	GF-GAS-STREETS	$ 52.50
3/16/2021	NAPA AUTO PARTS	UF-200AMP FUSE-W LINES	$ 9.61
3/16/2021	SBM TRAVEL SHOP	GF-GAS-STREETS	$ 66.80

3/15/2021	CIRCLE K # 44109	GF-GAS-STREETS	$	100.00
3/9/2021	SP * RJM PRECISION	UF-locator-W LINES	$	1,577.83
			$	3,968.98
2/28/2021	AMZN MKTP US*0E1524KV3	GF-Replacement NVR Camera-IT	$	89.99
3/17/2021	SP * UBIQUITI INC.	GF-Ubiquiti Unified Secure Gateway-IT	$	139.00
3/18/2021	AMZN MKTP US	UF-REFUND-UB	$	(580.24)
3/18/2021	AMZN MKTP US*EM4HS24G3	UF-Amazon Order - Refund provided-UB	$	580.24
3/9/2021	SAFEWAY #1045	GF-flowers for Leinweber-LEGIS	$	10.99
3/18/2021	APPLE.COM/BILL	GF-MONTHLY BACKUP-LEGIS	$	2.99
			$	242.97
3/9/2021	AMZN MKTP US*J34J43003	GF-toner cartridges-COURT	$	63.80
3/29/2021	OFFICE DEPOT #2720	GF-manila folders-COURT	$	77.98
3/29/2021	OFFICE DEPOT #2720	GF-Tape-COURT	$	9.59
			$	151.37
3/10/2021	THE SMOKEHOUSE	GF-Employee appreciation-CITY ADM	$	59.69
3/29/2021	SAFEWAY #1045	GF-PW Snow Plow appreciation-CITY ADM	$	23.24
3/1/2021	AMAZON.COM AMZN.COM/BI	GF- DIGITAL MOBILE TRUN-LEGIS	$	(311.99)
			$	(229.06)
3/1/2021	INDEED	GF-FEB21 ADVERTISING-HR	$	276.54
3/4/2021	CBI ONLINE	GF-BACKGROUND CHECKS-HR	$	5.00
3/9/2021	INDEED	GF-MAR21 ADVERTISING-HR	$	506.83
3/15/2021	INDEED	GF-MAR21 ADVERTISING-HR	$	507.98
3/18/2021	INDEED	GF-MAR21 ADVERTISING-HR	$	501.89
3/24/2021	INDEED	GF-MAR21 ADVERTISING-HR	$	502.99
3/30/2021	INDEED	GF-MAR21 ADVERTISING-HR	$	519.74
3/11/2021	CBI ONLINE	GF-BACKGROUND CHECKS-HR	$	5.00
3/18/2021	CBI ONLINE	GF-BACKGROUND CHECKS-HR	$	5.00
3/22/2021	NORTHERN COLORADO HUMA	GF-NCHRA MEMBERSHIP-HR	$	57.50
			$	2,888.47
3/1/2021	IN *STEELCON INC.	GF-ANGLE IRON/KITCHEN-PD	$	300.00
3/2/2021	ACE HARDWARE OF FORT L	GF-FILTERS-FAC	$	69.86
3/3/2021	THE HOME DEPOT #1547	GF-CROSS TEE-FAC	$	9.87
3/3/2021	ACE HARDWARE OF FORT L	REC-TOTES	$	15.98
3/5/2021	ACE HARDWARE OF FORT L	GF-STRAINER/WASHER	$	5.98
3/10/2021	ACE HARDWARE OF FORT L	REC-SAFETY PAINT	$	91.48
3/10/2021	ACE HARDWARE OF FORT L	GF-GAL PAINT/BRUSH/TRAY-FAC	$	65.71
3/11/2021	ACE HARDWARE OF FORT L	GF-BASKET STRAINER-FAC	$	26.71
3/11/2021	ACE HARDWARE OF FORT L	GF-DREMEL BLADE-FAC	$	41.99
3/16/2021	THE HOME DEPOT #1547	GF-8PK TAPCON-FAC	$	4.97
3/16/2021	THE HOME DEPOT #1547	GF-HEX SCREWS-FAC	$	7.20
3/16/2021	THE HOME DEPOT #1547	GF-MOLDING PK-FAC	$	18.96
3/16/2021	THE HOME DEPOT #1547	GF-IN PROJECTS-FAC	$	1.87
3/16/2021	THE HOME DEPOT #1547	GF-IN PROJECTS-FAC	$	1.87
3/16/2021	THE HOME DEPOT #1547	GF-6FT COMMON BOARD-FAC	$	10.53
3/16/2021	THE HOME DEPOT #1547	GF-8FT COMMON BOARD-FAC	$	14.59
3/19/2021	ACE HARDWARE OF FORT L	REC-4 KEYS	$	11.96
3/22/2021	THE HOME DEPOT #1547	GF-36X80 DOOR	$	128.00
3/22/2021	THE HOME DEPOT #1547	GF-MOLDING PK	$	19.96
3/23/2021	ACE HARDWARE OF FORT L	GF-ENTRY LEVER	$	33.99
3/24/2021	ACE HARDWARE OF FORT L	REC-C/M/W BACKUP	$	52.57
3/25/2021	THE HOME DEPOT #1547	GF-DOOR PK	$	20.95

3/25/2021	THE HOME DEPOT #1547	GF-32X80 DOOR	$	126.00
3/25/2021	THE HOME DEPOT #1547	GF-SHIMS	$	1.58
3/25/2021	THE HOME DEPOT #1547	GF-SHIMS	$	1.58
3/29/2021	ACE HARDWARE OF FORT L	REC-PAPER TOWEL HOLDER	$	8.98
3/4/2021	AMZN MKTP US*EF0TE3K63	GF-CORK TILES	$	30.98
3/8/2021	THE HOME DEPOT #1552	GF-Swing doors to kitchen	$	77.92
3/8/2021	THE HOME DEPOT #1552	GF-Swing doors to kitchen	$	37.26
3/9/2021	HOMEDEPOT.COM	GF-Swing doors to kitchen	$	179.70
3/9/2021	HOMEDEPOT.COM	GF-Swing doors to kitchen	$	12.40
3/28/2021	SAFEWAY #1045	GF-Swing doors to kitchen	$	16.92
3/8/2021	THE TORO COMPANY	GF-Irrigation support payment	$	212.00
3/10/2021	AMZN MKTP US*SZ8IR9U03	GF-bolards to parking lot	$	552.00
3/25/2021	AMZN MKTP US*RJ1N759Q3	GF-office supplies	$	120.89
3/28/2021	AMAZON.COM*3P2L93L23	GF-office supplies	$	18.55
3/28/2021	AMAZON.COM*3P2L93L23	GF-office supplies	$	46.89
3/28/2021	AMAZON.COM*3P2L93L23	GF-office supplies	$	12.99
3/28/2021	AMAZON.COM*3P2L93L23	GF-office supplies	$	21.99
3/16/2021	VISTAPR*VISTAPRINT.COM	GF-business cards for staff	$	115.40
3/26/2021	AMAZON.COM*WQ3530QH3	GF-mirror for bathroom	$	65.99
3/22/2021	CONSOLIDATED PLASTICS	GF-door mats for clubhouse entrances	$	446.57
3/22/2021	CONSOLIDATED PLASTICS	GF-Tax return for door mats	$	(11.38)
3/2/2021	ACE HARDWARE OF FORT L	GF-PADLOCK-PARKS	$	25.98
3/23/2021	TRACTOR SUPPLY CO #178	GF-GRASS SEED-PARKS	$	60.00
3/25/2021	ACE HARDWARE OF FORT L	GF-GRASS SEED-PARKS	$	19.18
3/23/2021	TRACTOR SUPPLY CO #178	GF-parts for tractor-PARKS	$	63.97
3/25/2021	ACE HARDWARE OF FORT L	GF-power washer parts-PARKS	$	27.56
3/1/2021	ACE HARDWARE OF FORT L	GF-pump supplies-PARKS	$	32.01
3/1/2021	ACE HARDWARE OF FORT L	GF-playground repair-PARKS	$	17.88
3/2/2021	ACE HARDWARE OF FORT L	GF-pump supplies-PARKS	$	74.68
3/2/2021	ACE HARDWARE OF FORT L	GF-pump supplies-PARKS	$	28.74
3/3/2021	ACE HARDWARE OF FORT L	GF-pump supplies-PARKS	$	28.74
3/23/2021	ACE HARDWARE OF FORT L	GF-pump supplies-PARKS	$	4.17
3/4/2021	O'REILLY AUTO PARTS 44	GF-shop supplies-PARKS	$	10.79
3/23/2021	ACE HARDWARE OF FORT L	GF-shop supplies-PARKS	$	3.58
3/24/2021	ACE HARDWARE OF FORT L	GF-garage door key pad-PARKS	$	12.99
3/25/2021	SAFEWAY #1045	GF-break room supply-PARKS	$	5.49
3/25/2021	SAFEWAY #1045	GF-break room supply-PARKS	$	1.69
3/25/2021	SAFEWAY #1045	GF-break room supply-PARKS	$	5.07
3/25/2021	SAFEWAY #1045	GF-break room supply-PARKS	$	5.99
3/25/2021	SAFEWAY #1045	GF-break room supply-PARKS	$	14.99
3/25/2021	SAFEWAY #1045	GF-break room supply-PARKS	$	14.99
3/25/2021	SAFEWAY #1045	GF-break room supply-PARKS	$	2.08
3/25/2021	ACE HARDWARE OF FORT L	GF-hand spreader-PARKS	$	22.98
2/27/2021	SMARTLINK	GF-subscription- no reciept-PARKS	$	20.00
2/27/2021	SMARTLINK	GF-subscription- no reciept-PARKS	$	20.00
2/27/2021	SMARTLINK	GF-subscription- no reciept-PARKS	$	20.00
3/15/2021	DOMINO'S 6372	GF-lunch-PARKS	$	49.97
3/18/2021	BENS BRICK OVEN PIZZA	GF-lunch-PARKS	$	64.05
3/22/2021	SUBWAY 54126	GF-lunch-PARKS	$	10.58
3/28/2021	SMARTLINK	GF-subscription- no reciept-PARKS	$	20.00
3/28/2021	SMARTLINK	GF-subscription- no reciept-PARKS	$	20.00

3/28/2021	SMARTLINK	GF-subscription- no reciept-PARKS	$	20.00
3/10/2021	CO COMM MEDIA	CPR-Office supplies-MUSEUM	$	40.00
3/21/2021	AMZN MKTP US*2A8V218V2	CPR-folders-MUSEUM	$	57.70
3/3/2021	GREEN CO2 SYSTEMS	REC-Co2 and rental	$	289.40
3/3/2021	GREEN CO2 SYSTEMS	REC-Co2 and rental	$	289.40
3/3/2021	ACE HARDWARE OF FORT L	REC-Freight	$	8.93
3/17/2021	RECREATION SUPPLY COMP	REC-Reagents; Rescue Masks	$	433.80
3/17/2021	RECREATION SUPPLY COMP	REC-Reagents; Rescue Masks	$	433.80
3/24/2021	AMERICAN RED CROSS	REC-arc lg course	$	160.00
3/24/2021	AMERICAN RED CROSS	REC-arc lg course	$	160.00
3/24/2021	AMERICAN RED CROSS	REC-arc lg review course	$	40.00
3/26/2021	AMERICAN RED CROSS	REC-arc lg course	$	200.00
3/26/2021	IN *ELIFEGUARD, INC.	REC-lg uniforms	$	42.48
3/26/2021	IN *ELIFEGUARD, INC.	REC-lg uniforms	$	42.48
3/26/2021	IN *ELIFEGUARD, INC.	REC-lg uniforms	$	42.48
3/26/2021	IN *ELIFEGUARD, INC.	REC-lg uniforms	$	42.48
3/26/2021	IN *ELIFEGUARD, INC.	REC-lg uniforms	$	21.49
3/26/2021	IN *ELIFEGUARD, INC.	REC-lg uniforms	$	21.49
3/26/2021	IN *ELIFEGUARD, INC.	REC-lg uniforms	$	21.49
3/26/2021	IN *ELIFEGUARD, INC.	REC-lg uniforms	$	33.88
3/26/2021	IN *ELIFEGUARD, INC.	REC-lg uniforms	$	304.12
3/2/2021	DOUBLETREE RESTAURANT	CPR-meals-ATHL	$	15.74
3/2/2021	ACE HARDWARE OF FORT L	CPR-keys-ATHL	$	17.88
3/4/2021	HASTY AWARDS	CPR-medals-ATHL	$	190.99
3/4/2021	CHALLENGER TEAMWEAR, L	CPR-uniforms-ATHL	$	643.45
3/9/2021	ACE HARDWARE OF FORT L	CPR-tent stakes misc-ATHL	$	87.59
3/19/2021	CHALLENGER TEAMWEAR, L	CPR-uniforms-ATHL	$	838.85
3/22/2021	CHALLENGER TEAMWEAR, L	CPR-uniforms-ATHL	$	753.30
3/2/2021	USPS PO 0732220392	CPR-postage-SENIORS	$	165.00
3/10/2021	KING SOOPERS #0105	CPR-senior coffee-SENIORS	$	12.60
3/17/2021	KING SOOPERS #0105	CPR-senior coffee-SENIORS	$	6.63
3/23/2021	COLORADO PARKS AND REC	CPR-cpra membership-SENIORS	$	125.00
3/24/2021	KING SOOPERS #0105	CPR-senior coffee-SENIORS	$	14.82
3/9/2021	WM SUPERCENTER #1659	GF-Candy: 2021 Easter Egg HuntTRAPPER DAYS	$	90.20
3/19/2021	CANVA* 02999-16570740	GF-Graphic Design Software Sub. TRAPPER DAYS	$	25.90
3/21/2021	THE HOME DEPOT #1547	GF-STAKES: 2021 Easter Egg HuntTRAPPER DAYS	$	15.98
3/25/2021	WAL-MART #1659	GF-Coffee & Airhorn: 2021 Easter Egg HuntTRAPPER DAYS	$	14.93
3/30/2021	PRINTSONTHECHEAP	GF-Feather Banner: 2021 Cinco de Mayo Race TRAPPER DAYS	$	89.26
3/26/2021	AMZN MKTP US*JB2YZ0173	CPR-UV-C LIGHT UV CLEANER BAG PORTABLE/-COMM CTR	$	79.67
3/23/2021	CITY AND COUNTY OF BRO	REC-deposits	$	4.80
3/23/2021	CITY AND COUNTY OF BRO	REC-deposits	$	0.20
3/24/2021	PY *DINOSAUR RIDGE	REC-deposits	$	60.00
3/7/2021	SAFEWAY #1045	CPR-soda-COMM CTR	$	3.66
3/7/2021	SAFEWAY #1045	CPR-soda-COMM CTR	$	3.66
3/7/2021	SAFEWAY #1045	CPR-soda-COMM CTR	$	3.66
3/7/2021	SAFEWAY #1045	CPR-gatorade-COMM CTR	$	5.00
3/7/2021	SAFEWAY #1045	CPR-gatorade-COMM CTR	$	5.00
3/10/2021	SAMS CLUB #4987	REC-tissue and towel	$	21.76
3/10/2021	SAMS CLUB #4987	REC-tissue and towel	$	25.98
3/15/2021	STAMPS.COM	REC-stamps.com no recipet auto deducted	$	17.99
3/19/2021	STAPLES DIRECT	CPR-file folder-COMM CTR	$	82.47

3/19/2021	STAPLES DIRECT	CPR-refunded-COMM CTR	$	(22.00)
3/23/2021	THE PUBLIC SAFETY STOR	REC-door stops	$	52.50
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	8.94
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	8.94
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	0.01
3/24/2021	STAPLES 00114348	REC-ink recycling	$	1.40
3/25/2021	STAPLES DIRECT	GF-inkTRAPPER DAYS	$	155.98
3/25/2021	STAPLES DIRECT	GF-inkTRAPPER DAYS	$	155.98
3/25/2021	STAPLES DIRECT	REC-ink	$	155.98
3/25/2021	STAPLES DIRECT	REC-ink	$	155.98
3/25/2021	STAPLES DIRECT	REC-ink	$	(3.32)
3/26/2021	STAPLES DIRECT	REC-ink	$	155.98
3/26/2021	STAPLES DIRECT	REC-ink	$	155.98
3/26/2021	STAPLES DIRECT	REC-ink	$	(1.68)
3/30/2021	STAPLES DIRECT	REC-ink	$	(155.15)
3/30/2021	SP * PLOTTER PAPER DIR	CPR-paper roll-COMM CTR	$	47.33
			$	10,758.71
3/1/2021	USPS PO 0732220392	GF-Postage-PD	$	4.00
3/9/2021	USPS PO 0732220392	GF-Postage-PD	$	5.50
3/11/2021	USPS PO 0732220392	GF-Postage-PD	$	4.00
3/11/2021	USPS PO 0732220392	GF-Postage-PD	$	4.00
3/11/2021	USPS PO 0732220392	GF-Postage-PD	$	4.80
3/11/2021	USPS PO 0732220392	GF-Postage-PD	$	5.60
3/11/2021	NAPA AUTO PARTS	GF-bulbs-PD	$	18.99
3/12/2021	AMZN MKTP US*AS9WG2LQ3	GF-printer ink-COMM SVCS	$	121.89
3/16/2021	USPS PO 0732220392	GF-Postage-PD	$	4.80
3/16/2021	USPS PO 0732220392	GF-Postage-PD	$	4.80
3/17/2021	AMZN MKTP US*OT7P46HN3	GF-disinfectant-PD	$	50.45
3/18/2021	AMZN MKTP US*RN1MY1WH3	GF-dog leads-COMM SVCS	$	77.99
3/18/2021	USPS PO 0732220392	GF-Postage-PD	$	4.00
3/22/2021	USPS PO 0732220392	GF-Postage-PD	$	2.10
3/22/2021	USPS PO 0732220392	GF-Postage-PD	$	2.10
3/23/2021	WM SUPERCENTER #1659	GF-bottled water-PD	$	71.76
3/23/2021	USPS PO 0732220392	GF-Postage-PD	$	4.00
3/25/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/26/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/26/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/1/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	22.31
3/3/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	27.56
3/9/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	35.08

3/15/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	38.64
3/23/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	28.92
3/24/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	20.93
3/30/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	36.32
3/9/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/9/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/18/2021	CIRCLE K # 40697	GF-fuel-COMM SVCS	$	20.01
3/23/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/23/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/23/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/23/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/23/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/23/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/23/2021	USPS PO 0732220392	GF-Postage-PD	$	5.90
3/3/2021	SAFEWAY #1045	GF-snacks-PD	$	5.32
3/1/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	36.18
3/3/2021	CIRCLE K # 44109	GF-fuel-PD	$	34.77
3/9/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	21.83
3/10/2021	CIRCLE K # 44109	GF-fuel-PD	$	16.38
3/24/2021	CIRCLE K # 44109	GF-fuel-PD	$	46.82
3/30/2021	CIRCLE K # 44109	GF-fuel-PD	$	50.00
3/9/2021	CIRCLE K # 44109	GF-fuel-PD	$	37.03
3/10/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	17.99
3/15/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	35.25
3/17/2021	CIRCLE K # 44109	GF-fuel-PD	$	27.06
3/18/2021	CIRCLE K # 44109	GF-fuel-PD	$	21.73
3/24/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	46.57
3/2/2021	CIRCLE K # 44109	GF-fuel-PD	$	39.33
3/4/2021	SOS REGISTRATION FEE	GF-Notary renewal-PD	$	10.00
3/5/2021	AMER ASSOC NOTARIES	GF-Notary supplies-PD	$	36.90
3/9/2021	CIRCLE K # 44109	GF-fuel-PD	$	43.93
3/7/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	40.60
3/14/2021	CIRCLE K # 44109	GF-fuel-PD	$	29.39
3/18/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	33.95
3/21/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	20.50
3/27/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	51.61
2/27/2021	CIRCLE K # 44109	GF-fuel-PD	$	47.85
2/28/2021	CIRCLE K # 44109	GF-fuel-PD	$	21.39
3/6/2021	CIRCLE K # 44109	GF-fuel-PD	$	35.03
3/7/2021	CIRCLE K # 44109	GF-fuel-PD	$	20.02
3/12/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	38.40
3/14/2021	CIRCLE K # 44109	GF-fuel-PD	$	20.61
3/20/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	28.93
3/21/2021	CIRCLE K # 44109	GF-fuel-PD	$	28.27
3/26/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	35.78
3/28/2021	CIRCLE K # 44109	GF-fuel-PD	$	44.62
3/9/2021	SQ *ARAPAHOE COUNTY SH	GF-driving instruction goddard/gallegos-PD	$	1,000.00
3/17/2021	FBI LEEDA INC	GF-fbi-leeda sli-boulder,co carnes-PD	$	695.00
3/17/2021	FBI LEEDA INC	GF-fbi-leeda sli-boulder,co grossman-PD	$	695.00
3/18/2021	WPY*GRACIE UNIVERSITY	GF-GST cert level 1 walker-PD	$	895.00
3/18/2021	PHILLIPS 66 - FT LUPTO	GF-fuel-PD	$	34.50

3/18/2021	FAMILY DOLLAR #5949	GF-binders-PD	$	15.00
3/5/2021	CIRCLE K # 44109	GF-fuel-PD	$	55.67
3/8/2021	TLO TRANSUNION	GF-transunion reports-PD	$	150.00
3/29/2021	CIRCLE K # 44109	GF-fuel-PD	$	60.66
3/31/2021	AMZN MKTP US*PV2JZ6LB3	GF-adjustable monitor stand-PD	$	56.39
3/31/2021	AMZN MKTP US*PV2JZ6LB3	GF-floor cord cover-PD	$	14.99
3/31/2021	AMZN MKTP US*PV2JZ6LB3	GF-power strip-PD	$	26.99
3/12/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	43.61
3/3/2021	OFFICE DEPOT #1080	GF-BOOK,MEMO WIREBOUND,ASST-PD REC	$	18.39
3/3/2021	OFFICE DEPOT #1080	GF-SALES TAX-PD REC	$	1.27
3/20/2021	OFFICE DEPOT #1080	GF-PEN,FLAIR,W/POINTGUARD,DZ,RED-COMM SVCS	$	16.29
3/20/2021	OFFICE DEPOT #1080	GF-SALES TAX-COMM SVCS	$	1.12
3/19/2021	OFFICE DEPOT #1080	GF-PEN,GEL,PILOT,G2,FN,BK,36PC-PD	$	39.99
3/19/2021	OFFICE DEPOT #1080	GF-SALES TAX-PD	$	2.76
3/19/2021	OFFICE DEPOT #1080	GF-ENVELOPE,OE,50QTY,10X13,SUN-COMM SVCS	$	59.98
3/19/2021	OFFICE DEPOT #1080	GF-SALES TAX-COMM SVCS	$	4.14
3/19/2021	OFFICE DEPOT #1080	GF-DIVIDER,PREM,CPPR,REINF,8COLOR-PD	$	36.90
3/19/2021	OFFICE DEPOT #1080	GF-PROTECT,SHT,OD,HVY,NGL,50/BOX-PD	$	11.29
3/19/2021	OFFICE DEPOT #1080	GF-ENVELOPE,CAT,28LB,10X13,250BX-COMM SVCS	$	48.49
3/19/2021	OFFICE DEPOT #1080	GF-TAPE,W/DISPENSER,4/PK-PD	$	19.99
3/19/2021	OFFICE DEPOT #1080	GF-CHAIRMAT,HRDFLR,46X60,UTILITY-COMM SVCS	$	99.98
3/19/2021	OFFICE DEPOT #1080	GF-SALES TAX-COMM SVCS	$	14.95
3/2/2021	USPS PO 0732220392	GF-Postage-PD	$	1.60
3/2/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	32.95
3/3/2021	KUM&GO 0973 DACONO	GF-fuel-PD	$	9.26
3/9/2021	CIRCLE K # 44109	GF-fuel-PD	$	18.65
3/9/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	10.40
3/14/2021	CIRCLE K # 44109	GF-fuel-PD	$	26.28
3/16/2021	CIRCLE K # 44109	GF-fuel-PD	$	27.15
3/22/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	9.37
3/23/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	24.61
3/29/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	29.85
3/30/2021	CIRCLE K # 44109	GF-fuel-PD	$	21.55
2/27/2021	CIRCLE K # 44109	GF-fuel-PD	$	42.19
3/5/2021	CIRCLE K # 44109	GF-fuel-PD	$	20.93
3/6/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	43.11
3/11/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	50.00
3/14/2021	CIRCLE K # 44109	GF-fuel-PD	$	50.00
3/18/2021	CIRCLE K # 44109	GF-fuel-PD	$	30.00
3/18/2021	CIRCLE K # 44109	GF-fuel-PD	$	20.00
3/19/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	38.40
3/20/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	37.35
3/21/2021	FORT LUPTON CAR WASH	GF-car wash-PD	$	2.25
3/26/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	40.52
3/8/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	24.84
3/9/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	13.23
3/16/2021	CIRCLE K # 44109	GF-fuel-PD	$	31.19
3/17/2021	CIRCLE K # 44109	GF-fuel-PD	$	13.76
3/23/2021	CIRCLE K # 44109	GF-fuel-PD	$	33.35
3/23/2021	PHILLIPS 66 - FT LUPTO	GF-fuel-PD	$	10.01
2/26/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	60.26

2/27/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	35.78
2/27/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	46.78
3/5/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	37.27
3/7/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	16.76
3/13/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	38.29
3/14/2021	CIRCLE K # 44109	GF-fuel-PD	$	44.86
3/19/2021	CONOCO - SEI 1045979	GF-fuel-PD	$	88.36
3/21/2021	SAFEWAY FUEL1045	GF-fuel-PD	$	30.83
			$	6,945.73
3/24/2021	FRONTIER PRECISION INC	GF- Virtual conference/training -PLAN	$	49.00
3/16/2021	BLN*MONDAY.COM	GF-Annual renewal (5) users-PLAN	$	588.00
			$	637.00
			$	25,606.00

Transaction Date	Merchant Name	Description	Net Cost
4/6/2021	COLORADO MUNICIPAL CLE	GF-CO MUNI CLERKS ASSOC-CITY CLK	10.00
4/16/2021	PAYPAL *USAJSBEADS EBA	GF-DISPUTED CHARGE	1.20
4/16/2021	PAYPAL *USAJSBEADS EBA	GF-DISPUTED CHARGE	0.09
			11.29
3/31/2021	ACE HARDWARE OF FORT L	CEM-JUMPER CABLE	12.99
4/2/2021	AMZN MKTP US*U36CJ0F63	GF-1/2 DUMP TRUCK PARTS-STREETS	47.56
4/2/2021	AMZN MKTP US*U36CJ0F63	UF-1/2 DUMP TRUCK PARTS-W LINES	47.57
4/8/2021	DHS EQUIPMENT	GF-CONCRETE CUTTER-STREETS	37.69
4/9/2021	ACE HARDWARE OF FORT L	UF-PIPE CUTTER-W LINES	42.98
4/12/2021	ACE HARDWARE OF FORT L	GF-SHOP SUPPLIES-STREETS	43.10
4/13/2021	ACE HARDWARE OF FORT L	GF-CLEANERS-STREETS	21.98
4/15/2021	EBAY O*05-06912-80005	GF-LIGHT-STREETS	38.85
4/15/2021	ACE HARDWARE OF FORT L	GF-MISC SUPPIES-PW SHOP	18.97
4/16/2021	ACE HARDWARE OF FORT L	UF-RISER PARTS-W LINES	58.10
4/22/2021	AMZN MKTP US*IM2OJ5Q13	CEM-TRIMMERS FOR CEMETER	55.14
4/22/2021	AMZN MKTP US*MA45I5ZU3	UF-IMPACT GUN FOR WATER-W LINES	168.89
4/23/2021	AMZN MKTP US*M288H8I33	GF-OFFICE SUPPLIES-PW SHOP	59.85
4/23/2021	EBAY O*07-06952-79761	GF-STREET TRIMMERS-STREETS	36.04
4/23/2021	ACE HARDWARE OF FORT L	UF-COUPLING-W LINES	49.90
4/26/2021	ACE HARDWARE OF FORT L	UF-SHOVEL-S LINES	33.98
4/28/2021	EBAY O*07-06952-79761	GF-STREET TRIMMERS-STREETS	(36.04)
4/28/2021	ACE HARDWARE OF FORT L	GF-SHOP SUPPLIES-PW SHOP	51.50
4/29/2021	AMZN MKTP US*0I7JM25C3	GF-TRIMMER FOR STREETS-STREETS	39.64
4/29/2021	AMZN MKTP US*0I7JM25C3	CEM-TRIMMER FOR CEMETERY	39.64
4/28/2021	HOMEDEPOT.COM	GF-TRIMMER HEAD-STREETS	127.76
4/28/2021	HOMEDEPOT.COM	GF-TRIMMER HEAD-STREETS	8.82
4/13/2021	CONOCO - SEI 1045979	GF-GAS-STREETS	100.00
4/15/2021	ACE HARDWARE OF FORT L	UF-WATER SUPPLIES-W LINES	37.96
4/2/2021	ACE HARDWARE OF FORT L	GF-LOCATE SUPPLIES-PW SHOP	77.90
4/16/2021	ACE HARDWARE OF FORT L	UF-WATER SUPPLIES-W LINES	38.95
3/31/2021	CIRCLE K # 44109	GF-GAS-STREETS	82.28
4/8/2021	TRENCH PLATE RENTAL CO	UF-TRENCH PLATE FOR WATER REPAIR-W LINES	70.00
4/8/2021	FRONT RANGE LUMBER CO-	UF-CONCRETE-W LINES	194.56
4/8/2021	FRONT RANGE LUMBER CO-	UF-REFUNDABLE PALLET DEPOSIT-W LINES	21.38
4/21/2021	TRENCH PLATE RENTAL CO	UF-TRENCH PLATE FOR WATER REPAIR-W LINES	(10.36)
4/2/2021	ACE HARDWARE OF FORT L	UF-TOOLS-W LINES	11.97
4/8/2021	FASTENAL COMPANY 01COF	GF-VEST-STREETS	13.37
4/6/2021	ACE HARDWARE OF FORT L	CEM-CEMETERY	17.18
4/27/2021	ACE HARDWARE OF FORT L	CEM-CEMETERY	29.98
4/28/2021	SBM TRAVEL SHOP	UF-GAS-S LINES	73.00
4/6/2021	ACE HARDWARE OF FORT L	UF-KEY-WTP	9.96
4/8/2021	BURGER KING #7461 Q07	GF-FOOD FOR EXTENDED HOURS-STREETS	65.13
4/19/2021	SAFEWAY #1045	UF-WATER RESIDENTS IN NEED DURING PROJECT-W LINES	8.97
4/19/2021	SAFEWAY #1045	UF-WATER RESIDENTS IN NEED DURING PROJECT-W LINES	(1.17)
4/23/2021	ACE HARDWARE OF FORT L	GF-MARKING PAINT-ENG	13.18
4/10/2021	STAPLES DIRECT	GF-MONROE'S NOTEBOOKS-CITY ADM	29.97
4/10/2021	STAPLES DIRECT	GF-MONROE'S NOTEBOOKS-CITY ADM	2.07
4/8/2021	ACE HARDWARE OF FORT L	UF-POLY FILM-W LINES	32.06
4/26/2021	SBM TRAVEL SHOP	UF-GAS-W LINES	39.92
4/27/2021	ACE HARDWARE OF FORT L	UF-ELBOW-W LINES	2.13
			1,965.30
4/5/2021	SXM*SIRIUSXM.COM	GF-SIRIUSXM WI-FI SOUND STATION-IT	106.89
4/22/2021	FUZZY TACO SHOP #	GF-TRAVEL & MEALS-FUZZYS TACOS-IT	25.31
4/19/2021	APPLE.COM/BILL	GF-MONTHLY BACKUP-LEGIS	2.99

			135.19
3/30/2021	SAMSCLUB.COM	GF-COFFEE FILTERS-ADMIN	30.78
4/15/2021	HR CERTIFICATION INSTI	GF-HRCI RECERTIFICATION FEE-COURT	169.00
			199.78
3/30/2021	THE SMOKEHOUSE	GF-PW EMPL APPREC DURING BLIZZARD-CITY ADM	308.40
4/15/2021	USPS PO 0732220392	GF-POSTAGE-CITY ADM	4.15
4/15/2021	USPS PO 0732220392	GF-POSTAGE-CITY ADM	0.55
4/20/2021	ADVANCED FILING CONCEP	GF-FILE FOLDERS-CITY ADM	81.95
4/1/2021	IN *COMPLETE WIRELESS	GF-COMPLETE WIRELESS-MAYOR'S RADIO-LEGIS	605.00
4/20/2021	ICMA ONLINE	GF-ICMA FULL MEMBERSHIP-CITY ADM	1,040.00
4/5/2021	AMAZON.COM*XH5SE7C73	GF-BANKERS BOX LIBERTY CHECK AND FORM-FIN	121.64
4/26/2021	USPS PO 0732220392	GF-POSTAGE-FIN	7.20
4/27/2021	TST* NOTHING BUNDT CAK	GF-TBARNETT FAREWELL-FIN	116.45
4/29/2021	TST* NOTHING BUNDT CAK	GF-TBARNETT FAREWELL-FIN	91.83
4/6/2021	FORT LUPTON CAR WASH	GF-CAR WASH-FIN	10.00
			2,387.17
4/2/2021	INDEED	GF-OPEN POSITION ADVERTISING-HR	66.25
4/17/2021	INDEED	GF-OPEN POSITION ADVERTISING-HR	512.83
4/22/2021	CBI ONLINE	GF-BACKGROUND CHECK-HR	5.00
4/22/2021	CBI ONLINE	GF-BACKGROUND CHECK-HR	5.00
4/25/2021	INDEED	GF-OPEN POSITION ADVERTISING-HR	509.73
4/29/2021	INDEED	GF-OPEN POSITION ADVERTISING-HR	508.25
4/1/2021	CBI ONLINE	GF-BACKGROUND CHECK-HR	5.00
4/2/2021	CBI ONLINE	GF-BACKGROUND CHECK-HR	5.00
4/7/2021	CRAIGSLIST.ORG	GF-OPEN POSITION ADVERTISING-HR	45.00
4/7/2021	CRAIGSLIST.ORG	GF-OPEN POSITION ADVERTISING-HR	45.00
4/14/2021	CBI ONLINE	GF-BACKGROUND CHECK-HR	5.00
4/14/2021	CBI ONLINE	GF-BACKGROUND CHECK-HR	5.00
4/14/2021	CBI ONLINE	GF-BACKGROUND CHECK-HR	5.00
4/14/2021	CBI ONLINE	GF-BACKGROUND CHECK-HR	5.00
4/20/2021	CBI ONLINE	GF-BACKGROUND CHECK-HR	5.00
4/20/2021	CBI ONLINE	GF-BACKGROUND CHECK-HR	5.00
4/22/2021	CBI ONLINE	GF-BACKGROUND CHECK-HR	5.00
			1,742.06
4/1/2021	ACE HARDWARE OF FORT L	REC-DISP BLADE UTIL KNIFE	12.99
4/5/2021	THE HOME DEPOT 1547	GF-4X1 TRADITION LED-FAC	208.00
4/8/2021	4 RIVERS EQUIPMENT	REC-FILTER/SPARK PLUG/GREASE	55.80
4/12/2021	ACE HARDWARE OF FORT L	REC-ANT&ROACH KILLER	10.00
4/14/2021	ACE HARDWARE OF FORT L	CPR-MILK HOUSE UTILITY HEATER-MUSEUM	49.99
4/16/2021	ACE HARDWARE OF FORT L	REC-STRIPPER BLADES/GOOF OFF	16.57
4/20/2021	ACE HARDWARE OF FORT L	GF-CONTROL LIGHT SENSOR-FAC	12.99
4/20/2021	ACE HARDWARE OF FORT L	GF-LAMPHOLDER-FAC	6.59
4/21/2021	ACE HARDWARE OF FORT L	REC-LIQUID NAILS	11.98
4/27/2021	ACE HARDWARE OF FORT L	REC-ZURN STEM KIT	72.93
4/27/2021	ACE HARDWARE OF FORT L	REC-3.5X4 WHEELS/FASTENERS	55.18
4/27/2021	ACE HARDWARE OF FORT L	REC-SPRING SNAP LINKS	25.94
4/28/2021	ACE HARDWARE OF FORT L	CPR-MOTOR OIL/SUMP PUMP-MUSEUM	135.58
4/14/2021	FORT LUPTON PACK AND S	CPR-INK & OFFICE SUPPLIES-MUSEUM	60.13
3/30/2021	ACE HARDWARE OF FORT L	GOLF-FASTENERS-PRO SHOP	5.10
3/30/2021	ACE HARDWARE OF FORT L	GOLF-CAULK/SCREWS-PRO SHOP	11.98
4/1/2021	ACE HARDWARE OF FORT L	CPR-MISC SUPPIES-MUSEUM	100.66
4/2/2021	ACE HARDWARE OF FORT L	GF-LIGHT BULBS/UNIV FLAPPER-FAC	9.68
4/5/2021	MORNING STAR ELEVATOR	CPR-ELEVATOR REPAIR-MUSEUM	782.92
4/5/2021	ACE HARDWARE OF FORT L	GF-GRILLE SIDEWALL-FAC	14.99
4/5/2021	ACE HARDWARE OF FORT L	GF-GRILLE SIDEWALL-FAC	14.99

4/13/2021	AMAZON.COM*3W2GR1I33	GF-SPARCO SECURE KEY CABINET-FAC	33.85
4/13/2021	ACE HARDWARE OF FORT L	REC-KEY BLANKS/GREASE	20.96
4/15/2021	ACE HARDWARE OF FORT L	CPR-TIE WIRES/CLAMPS-MUSEUM	25.14
4/16/2021	THE HOME DEPOT #1547	REC-4' LED PR WR-MUSEUM	31.65
4/18/2021	AMZN MKTP US*1T74D31D3	CPR-28" TRAFFIC CONES PLASTIC-COMM CTR	149.98
4/18/2021	AMZN MKTP US*1T74D31D3	CPR-36" TRAFFIC SAFETY CONES-COMM CTR	356.00
4/21/2021	ACE HARDWARE OF FORT L	REC-TOTE/KEYS	35.94
4/23/2021	O'REILLY AUTO PARTS 44	CPR-WINDSHIELD REPAIR KITS-COMM CTR	32.05
4/23/2021	ACE HARDWARE OF FORT L	GF-JOINT COMPOUND/BALL VALVE-PARKS	13.98
4/23/2021	ACE HARDWARE OF FORT L	CPR-KAYKRAFTER #62 BRASS-COMM CTR	8.97
4/27/2021	AMZN MKTP US*6Y8TH79T3	GOLF-AMERICAN STANDARD TOILET-PRO SHOP	276.32
4/26/2021	ACE HARDWARE OF FORT L	GF-PIPE REPAIR SUPPLIES-FAC	25.12
4/28/2021	AMZN MKTP US*QB7M13253	GOLF-3M NEOPRENE HP RUBBER-PRO SHOP	20.23
4/29/2021	AMAZON.COM*QH8732MI3	GOLF-LASCO 520928 04-3326 CUSHION RING,-PRO SHOP	21.57
4/5/2021	AMERICAN RED CROSS	REC-LG CERTS	240.00
4/6/2021	GREEN CO2 SYSTEMS	REC-RENTAL	171.38
4/6/2021	GREEN CO2 SYSTEMS	REC-CO2	207.99
4/22/2021	ACE HARDWARE OF FORT L	GF-TOOLS FOR BANNER-PARKS	9.99
3/31/2021	AIRGAS USA, LLC	GF-CO2 FOR SODA DISPENSER	31.19
3/31/2021	TRACTOR SUPPLY CO #178	GF-SEED FOR PARKS-PARKS	149.98
4/2/2021	ACE HARDWARE OF FORT L	GF-PARTS FOR BACKFLOW-PARKS	31.97
4/13/2021	ACE HARDWARE OF FORT L	GF-BATTERIES-PARKS	10.98
4/14/2021	ACE HARDWARE OF FORT L	GF-PARTS FOR BACKFLOW-PARKS	8.35
4/1/2021	ACE HARDWARE OF FORT L	CPR-SUPPLIES-ATHL	247.52
4/1/2021	ACE HARDWARE OF FORT L	CPR-SUPPLIES-ATHL	15.99
4/8/2021	AMAZON.COM*Y25QZ5AJ3	CPR-PITCH MACHINE-ATHL	563.37
4/9/2021	AMAZON.COM*BC0ZL5AD3	CPR-POP UP GOALS-ATHL	75.98
4/9/2021	AMAZON.COM*E42N96Z43	CPR-REPLACEMENT TUBS TEES-ATHL	29.97
4/9/2021	AMAZON.COM*E42N96Z43	CPR-T-BALLS -ATHL	67.58
4/8/2021	CHALLENGER TEAMWEAR, L	CPR-T-BALL JERSEYS-ATHL	797.65
4/12/2021	ACTIVE SCREENING/PROTE	CPR-COACHES BACKGROUND-ATHL	91.70
4/15/2021	ACE HARDWARE OF FORT L	CPR-KEYS-ATHL	17.19
4/19/2021	AMZN MKTP US*OS6U38TO3	CPR-DRY ERASE BOARDS-ATHL	97.93
4/19/2021	AMZN MKTP US*EE80S58K3	CPR-BUCKETS BALLS-ATHL	79.96
4/19/2021	AMZN MKTP US*EE80S58K3	CPR-BUCKETS BALLS-ATHL	59.28
4/19/2021	AMZN MKTP US*EE80S58K3	CPR-BAT HOLDERS-ATHL	59.96
4/20/2021	BSN SPORTS LLC	CPR-REF JERSEYS-ATHL	55.18
4/20/2021	BSN SPORTS LLC	CPR-REF JERSEYS-ATHL	55.18
4/20/2021	BSN SPORTS LLC	CPR-LANYARDS-ATHL	29.49
4/20/2021	BSN SPORTS LLC	CPR-WHISTLES-ATHL	176.40
4/20/2021	WAL-MART #1659	CPR-SANITIZER-ATHL	24.28
4/21/2021	SMASH ATHLETICS	CPR-T-BALL UNIFORMS-ATHL	971.20
4/22/2021	SMASH ATHLETICS	CPR-MP UNIFORMS-ATHL	697.00
4/27/2021	BSN SPORTS LLC	CPR-T-BALL PANTS-ATHL	64.30
4/27/2021	BSN SPORTS LLC	CPR-T-BALL PANTS-ATHL	160.75
4/27/2021	BSN SPORTS LLC	CPR-BELTS-ATHL	176.76
4/27/2021	BSN SPORTS LLC	CPR-SCOREBOOK-ATHL	63.07
4/27/2021	BSN SPORTS LLC	CPR-LINE UP-ATHL	57.33
4/27/2021	BSN SPORTS LLC	CPR-BASEBALLS-ATHL	179.95
4/27/2021	BSN SPORTS LLC	CPR-T-BALLS -ATHL	166.39
4/27/2021	SAFEWAY #1045	CPR-FREEZER BAGS-ATHL	2.29
4/27/2021	SAFEWAY #1045	CPR-BAGS-ATHL	3.29
4/27/2021	SAFEWAY #1045	CPR-ZIP BAGS-ATHL	5.99
4/27/2021	SAFEWAY #1045	CPR-HAND SANITIZER-ATHL	9.98
4/27/2021	SAFEWAY #1045	CPR-SAFEWAY CARD-ATHL	(2.80)

3/30/2021	ACE HARDWARE OF FORT L	GF-BATTERIES-PARKS	26.97
3/30/2021	ACE HARDWARE OF FORT L	GF-BATTERIES-PARKS	7.99
4/5/2021	ACE HARDWARE OF FORT L	GF-PART FOR SHOP HOSE-PARKS	20.37
4/6/2021	ACE HARDWARE OF FORT L	GF-BACKFLOW PARTS-PARKS	32.31
4/9/2021	ACE HARDWARE OF FORT L	GF-LIGHT FOR BATHROOM-PARKS	17.98
4/12/2021	ACE HARDWARE OF FORT L	GF-COVER FOR BACKFLOW-PARKS	4.59
4/13/2021	ACE HARDWARE OF FORT L	GF-TAPE-PARKS	9.99
4/21/2021	ACE HARDWARE OF FORT L	GF-SPARE TRUCK KEY-PARKS	39.99
4/27/2021	SAFEWAY #1045	GF-BREAK ROOM SUPPLY-PARKS	2.99
4/27/2021	SAFEWAY #1045	GF-BREAK ROOM SUPPLY-PARKS	5.49
4/27/2021	SAFEWAY #1045	GF-BREAK ROOM SUPPLY-PARKS	1.69
4/27/2021	SAFEWAY #1045	GF-BREAK ROOM SUPPLY-PARKS	6.98
4/27/2021	SAFEWAY #1045	GF-BREAK ROOM SUPPLY-PARKS	29.98
4/27/2021	SAFEWAY #1045	GF-BREAK ROOM SUPPLY-PARKS	2.18
3/31/2021	KING SOOPERS #0105	CPR-SENIOR COFFEE-SENIORS	6.61
4/7/2021	KING SOOPERS #0105	CPR-SENIOR COFFEE-SENIORS	6.72
4/13/2021	COLONIAL FLAG FOUNDATI	CPR-FIELD OF HONOR-COMM CTR	500.00
4/14/2021	KING SOOPERS #0105	CPR-SENIOR COFFEE-SENIORS	12.74
4/21/2021	KING SOOPERS #0105	CPR-SENIOR COFFEE-SENIORS	11.94
3/31/2021	AMZN MKTP US*RX3MJ95M3	GF-AIR COMPRESSOR PARTS	42.21
4/5/2021	THE TORO COMPANY	GF-TORO NSN SERVICES	212.00
4/20/2021	AMZN MKTP US*CJ9Y58OG3	GF-AIR COMPRESSOR PARTS	18.12
4/20/2021	AMZN MKTP US*CJ9Y58OG3	GF-AIR COMPRESSOR PARTS	18.19
4/28/2021	AMZN MKTP US*UR8LI7QE3	GF-AIR COMPRESSOR PARTS	20.54
4/7/2021	AMAZON.COM*TK3MM4PY3 A	GF-BARSKA CB12486 KEY LOCK 64POSITION-FAC	81.15
4/20/2021	AMAZON.COM*4I2WF6VT3 A	GF-DICKIES HVY DUTY SEAT COVERS-FAC	49.98
4/27/2021	OFFICE DEPOT #2720	GF-PEN,PP,TUL,0.4,RED,SINGLE-FAC	3.98
4/27/2021	OFFICE DEPOT #2720	GF-PROTECTOR,SHT,OD,PHOTO,10PK-FAC	14.97
4/27/2021	OFFICE DEPOT #2720	GF-TAB,INDEX,SUPER HVYWGHT,5 TAB-FAC	9.98
4/27/2021	OFFICE DEPOT #2720	GF-CRTDG,INK,CLI-251XL,BK-FAC	23.99
4/27/2021	OFFICE DEPOT #2720	GF-INK,PGI250/CLI251/PP201,5/PK-FAC	69.99
4/27/2021	OFFICE DEPOT #2720	GF-BINDER,OD,VW,DR,1.5",BLACK-FAC	9.09
4/27/2021	OFFICE DEPOT #2720	GF-DUSTER,OFFICE DEPOT,10OZ-FAC	9.99
4/9/2021	AMZN MKTP US*619XV99N3	GF-SIGN HOLDERS FOR SHELTERS-PARKS	234.95
4/29/2021	AMZN MKTP US*AL07G6DH3	GF-PUMP-PARKS	154.54
4/7/2021	USPS PO 0732220392	GF-USPS MAILER EASTER VOLUNTEERSTRAPPER DAYS	1.40
4/7/2021	USPS PO 0732220392	GF-USPS MAILER EASTER VOLUNTEERSTRAPPER DAYS	1.40
4/7/2021	USPS PO 0732220392	GF-USPS MAILER EASTER VOLUNTEERSTRAPPER DAYS	1.40
4/7/2021	USPS PO 0732220392	GF-USPS MAILER EASTER VOLUNTEERSTRAPPER DAYS	1.40
4/7/2021	USPS PO 0732220392	GF-USPS MAILER EASTER VOLUNTEERSTRAPPER DAYS	1.40
4/8/2021	SIGNS BY TOMORROW	REC-SPONSOR BANNER & SIGNS CINCO DE MAYO RACE	219.30
4/15/2021	PRINTSONTHECHEAP	GF-SALES TAX REFUNDTRAPPER DAYS	(5.76)
4/15/2021	AMZN MKTP US*MY84Q6RA3	REC-CINCO DE MAYO RUNNER BOXES STICKERS	17.50
4/18/2021	AMZN MKTP US*AO3JV1DI3	REC-CINCO DE MAYO RUNNER BAGS	11.99
4/18/2021	AMZN MKTP US*AO3JV1DI3	REC-CINCO DE MAYO BANNER	25.98
4/18/2021	AMZN MKTP US*AO3JV1DI3	GF-MEASURING WHEEL FOR PLANNINGTRAPPER DAYS	37.97
4/19/2021	CANVA* 03030-18953871	GF-TRAPPER DAYS FILE SHARETRAPPER DAYS	19.94
4/22/2021	CANVA* 03030-18953871	;F-PART REFUND TRAPPER DAYS FILE SHARETRAPPER DAYS	(6.99)
4/28/2021	WAL-MART #1659	REC-CINCO DE MAYO FOOD/DRINK FOR RACE	98.61
4/9/2021	LIFEAID BEVERAGE COMPA	REC-FIT AID RECOVERY DRINK	642.94
4/6/2021	CINTAS CORP	REC-FIRST AID SUPPLIES	3.99
4/6/2021	CINTAS CORP	REC-FIRST AID SUPPLIES	17.15
4/6/2021	CINTAS CORP	REC-FIRST AID SUPPLIES	18.96
4/6/2021	CINTAS CORP	REC-FIRST AID SUPPLIES	6.84
4/6/2021	CINTAS CORP	REC-FIRST AID SUPPLIES	11.85

4/6/2021	CINTAS CORP	REC-FIRST AID SUPPLIES	60.48
4/6/2021	CINTAS CORP	REC-CINTAS SERVICE	5.70
4/7/2021	HCM*ROCKY MOUNTAIN SUN	REC-SUNSCREEN-CAMP	47.67
4/8/2021	HCM*ROCKY MOUNTAIN SUN	REC-SUNSCREEN-CAMP	136.82
4/8/2021	COLORADO FINGERPRINTIN	REC-LICENSED FINGERPRINTING	49.50
4/14/2021	AED SUPERSTORE	REC-FACE SHIELDS	108.00
4/29/2021	USPS PO 0732220392	REC-STAMPS	11.00
4/29/2021	USPS PO 0732220392	REC-BACKGROUND CHECKS	5.00
4/29/2021	USPS PO 0732220392	REC-CHILD CARE LICENSE MAILING	4.80
4/6/2021	ACE HARDWARE OF FORT L	GF-PUMP REPAIR-PARKS	15.99
4/8/2021	ACE HARDWARE OF FORT L	GF-PUMP REPAIR-PARKS	25.87
4/12/2021	ACE HARDWARE OF FORT L	GF-RETURN-PARKS	(3.00)
4/16/2021	ACE HARDWARE OF FORT L	GF-PAINT-PARKS	19.98
4/28/2021	TRACTOR SUPPLY CO #178	GF-WEED SPRAY-PARKS	108.91
3/30/2021	SAMSCLUB.COM	CPR-FOLGERS COFFEE PAKS-COMM CTR	53.92
4/1/2021	STAPLES DIRECT	REC-CHAIR FOR BRENDA	202.99
4/1/2021	SAMSCLUB #4770	CPR-JANITORIAL SUPPLIES	34.54
4/2/2021	SP * PLOTTER PAPER DIR	REC-PAPER FOR PLOTTER	43.00
4/7/2021	STAPLES DIRECT	REC-COPY PAPER	197.97
4/7/2021	STAPLES DIRECT	REC-STAPLES REWARDS	(87.83)
4/8/2021	STAPLES DIRECT	CPR-CANON TONER BLACK	109.99
4/8/2021	STAPLES DIRECT	CPR-CANON TONER CYAN	83.99
4/8/2021	STAPLES DIRECT	CPR-COUPON	(20.01)
4/15/2021	STAMPS.COM	REC-MONTHLY STAMPS FEE	17.99
4/17/2021	SQ *CHARM WINDOW	REC-CHARM RECYCLING FEE	3.00
4/17/2021	SAMS CLUB #4987	REC-PINE SOL; TISSUE	31.54
4/21/2021	STAPLES 00114348	REC-MAGAZINE LITERATURE HOLDER	9.99
4/21/2021	STAPLES 00114348	REC-FEE	0.03
4/21/2021	STAPLES 00114348	REC-MAGAZINE LITERATURE HOLDER	9.99
4/21/2021	STAPLES 00114348	REC-MAGAZINE LITERATURE HOLDER	9.99
4/21/2021	STAPLES 00114348	REC-COUPON	20.00
4/21/2021	STAPLES 00114348	REC-COUPON	0.01
4/21/2021	STAPLES 00114348	REC-COUPON	0.01
4/21/2021	STAPLES 00114348	REC-COUPON	0.01
4/21/2021	STAPLES 00114348	REC-COUPON	(40.06)
4/29/2021	KING SOOPERS #0105	CPR-BOTTLED WATER	5.98
			12,820.90
3/31/2021	USPS PO 0732220392	GF-POSTAGE-PD	4.80
4/1/2021	FORT LUPTON PACK AND S	GF-POSTAGE-PD	50.77
4/1/2021	USPS PO 0732220392	GF-POSTAGE-PD	4.80
4/6/2021	USPS PO 0732220392	GF-POSTAGE-PD	5.90
4/6/2021	USPS PO 0732220392	GF-POSTAGE-PD	5.90
4/7/2021	USPS PO 0732220392	GF-POSTAGE-PD	4.80
4/7/2021	USPS PO 0732220392	GF-POSTAGE-PD	4.80
4/7/2021	USPS PO 0732220392	GF-POSTAGE-PD	2.10
4/7/2021	USPS PO 0732220392	GF-POSTAGE-PD	5.90
4/7/2021	USPS PO 0732220392	GF-POSTAGE-PD	5.90
4/7/2021	USPS PO 0732220392	GF-POSTAGE-PD	5.90
4/12/2021	WALGREENS #6344	GF-SUPPLIES-PD	0.85
4/12/2021	USPS PO 0732220392	GF-POSTAGE-PD	1.10
4/12/2021	USPS PO 0732220392	GF-POSTAGE-PD	5.90
4/12/2021	USPS PO 0732220392	GF-POSTAGE-PD	5.90
4/12/2021	USPS PO 0732220392	GF-POSTAGE-PD	3.10
4/13/2021	USPS PO 0732220392	GF-POSTAGE-PD	4.00
4/13/2021	USPS PO 0732220392	GF-POSTAGE-PD	5.90

4/14/2021	TRITECH FORENSICS	GF-SPECIMEN COLLECTION KITS-PD	123.50
4/14/2021	J P COOKE CO	GF-TAGS-COMM SVCS	91.20
4/16/2021	USPS PO 0732220392	GF-POSTAGE-PD	4.00
4/16/2021	USPS PO 0732220392	GF-POSTAGE-PD	1.80
4/16/2021	USPS PO 0732220392	GF-POSTAGE-PD	1.80
4/16/2021	USPS PO 0732220392	GF-POSTAGE-PD	1.65
4/16/2021	USPS PO 0732220392	GF-POSTAGE-PD	2.10
4/16/2021	USPS PO 0732220392	GF-POSTAGE-PD	4.00
4/16/2021	USPS PO 0732220392	GF-POSTAGE-PD	5.90
4/16/2021	USPS PO 0732220392	GF-POSTAGE-PD	5.90
4/19/2021	WM SUPERCENTER #1659	GF-WATER-PD	47.76
4/19/2021	USPS PO 0732220392	GF-POSTAGE-PD	0.55
4/19/2021	USPS PO 0732220392	GF-POSTAGE-PD	0.75
4/19/2021	USPS PO 0732220392	GF-POSTAGE-PD	0.75
4/19/2021	USPS PO 0732220392	GF-POSTAGE-PD	1.80
4/23/2021	AMZN MKTP US*5W4EY8FF3	GF-SURGE PROTECTOR-COMM SVCS	59.97
4/27/2021	USPS PO 0732220392	GF-POSTAGE-PD	4.15
4/27/2021	USPS PO 0732220392	GF-POSTAGE-PD	1.75
4/26/2021	SIRCHIE FINGER PRINT L	GF-SUPPLIES-PD	254.30
4/25/2021	SAFEWAY FUEL1045	GF-FUEL-PD	33.17
4/26/2021	SAFEWAY FUEL1045	GF-FUEL-PD	16.45
4/28/2021	SAFEWAY FUEL1045	GF-FUEL-PD	21.87
3/31/2021	CONOCO - SEI 1045979	GF-FUEL-PD	21.63
4/6/2021	CONOCO - SEI 1045979	GF-FUEL-PD	30.99
4/13/2021	CONOCO - SEI 1045979	GF-FUEL-PD	36.53
4/18/2021	CONOCO - SEI 1045979	GF-FUEL-PD	23.50
4/20/2021	CONOCO - SEI 1045979	GF-FUEL-PD	25.87
4/8/2021	USPS PO 0732220392	GF-POSTAGE-PD	4.80
4/15/2021	USPS PO 0732220392	GF-POSTAGE-PD	1.80
4/15/2021	USPS PO 0732220392	GF-POSTAGE-PD	4.00
4/23/2021	USPS PO 0732220392	GF-POSTAGE-PD	4.80
4/12/2021	FAMILY DOLLAR #5949	GF-SUPPLIES-PD	14.11
4/12/2021	SAFEWAY #1045	GF-FIRST AID SUPPLIES-PD	9.61
4/17/2021	CONOCO - SEI 1045979	GF-BEVERAGES-PD	9.98
4/22/2021	VISTAPR*VISTAPRINT.COM	GF-GRAPHIC DESIGN-PD	10.00
3/31/2021	SAFEWAY FUEL1045	GF-FUEL-PD	21.67
4/1/2021	CONOCO - SEI 1045979	GF-FUEL-PD	24.00
4/6/2021	SAFEWAY FUEL1045	GF-FUEL-PD	43.87
4/8/2021	SAFEWAY FUEL1045	GF-FUEL-PD	23.92
4/13/2021	CONOCO - SEI 1045979	GF-FUEL-PD	47.29
4/15/2021	SAFEWAY FUEL1045	GF-FUEL-PD	36.20
4/19/2021	SAFEWAY FUEL1045	GF-FUEL-PD	33.81
4/21/2021	SAFEWAY FUEL1045	GF-FUEL-PD	27.00
4/27/2021	CIRCLE K # 44109	GF-FUEL-PD	30.59
4/29/2021	CONOCO - SEI 1045979	GF-FUEL-PD	45.65
4/1/2021	CONOCO - SEI 1045979	GF-FUEL-PD	29.79
4/7/2021	CONOCO - SEI 1045979	GF-FUEL-PD	50.00
4/15/2021	CONOCO - SEI 1045979	GF-FUEL-PD	65.05
4/21/2021	CONOCO - SEI 1045979	GF-FUEL-PD	59.28
4/29/2021	CONOCO - SEI 1045979	GF-FUEL-PD	68.18
4/6/2021	SAFEWAY FUEL1045	GF-FUEL-PD	33.97
4/11/2021	SAFEWAY FUEL1045	GF-FUEL-PD	49.88
4/18/2021	CONOCO - SEI 1045979	GF-FUEL-PD	49.32
4/25/2021	SAFEWAY FUEL1045	GF-FUEL-PD	60.14
4/1/2021	SAFEWAY FUEL1045	GF-FUEL-PD	21.96

4/3/2021	SAFEWAY FUEL1045	GF-FUEL-PD	32.97
4/4/2021	SAFEWAY FUEL1045	GF-FUEL-PD	24.02
4/8/2021	SAFEWAY FUEL1045	GF-FUEL-PD	19.57
4/11/2021	SAFEWAY FUEL1045	GF-FUEL-PD	44.38
4/17/2021	SAFEWAY FUEL1045	GF-FUEL-PD	49.23
4/18/2021	SAFEWAY FUEL1045	GF-FUEL-PD	35.38
4/24/2021	CIRCLE K # 44109	GF-FUEL-PD	48.32
4/25/2021	CIRCLE K # 44109	GF-FUEL-PD	35.85
4/1/2021	KARATESUPPLYCOM	GF-VEHICLE EQUIPMENT-PD	57.93
4/1/2021	HANDCUFF/BATON WHSE/BU	GF-VEHICLE EQUIPMENT-PD	179.38
4/2/2021	HARBOR FREIGHT TOOLS 6	GF-VEHICLE EQUIPMENT-PD	109.92
4/4/2021	AMZN MKTP US*MH12Q7UD3	GF-VEHICLE EQUIPMENT-PD	27.18
4/5/2021	DOOLEY ENTERPRISES INC	GF-EQUIPMENT-PD	153.03
4/6/2021	SQ *HUMAN PERFORMANCE	GF-TRAINING-PD	1,313.25
4/6/2021	KEYSTONEFABRICSCOM	GF-VEHICLE EQUIPMENT-PD	220.00
4/8/2021	NORTH AMERICAN RESCUE	GF-FIRST AID SUPPLIES-PD	215.19
4/12/2021	AR500 ARMOR	GF-VEHICLE EQUIPMENT-PD	417.05
4/12/2021	LIFELOC TECHNOLOGIES	GF-VEHICLE EQUIPMENT-PD	774.60
4/13/2021	CASRO	GF-SAFETY CONFERENCE-PD	719.25
4/16/2021	AMAZON.COM*YY1M57S23 A	GF-ENERGIZER AAA BATTERIES-PD	49.96
4/16/2021	SYMBOL ARTS WEB	GF-BADGES-PD	447.75
4/20/2021	CIRCLE K # 44109	GF-FUEL-PD	42.25
4/21/2021	AMERICAN RED CROSS	GF-FIRST AID CLASS-PD	96.00
4/23/2021	PHILLIPS 66 - SEI 3835	GF-FUEL-PD	50.50
4/29/2021	PHILLIPS 66 - SEI 3835	GF-FUEL-PD	61.25
4/2/2021	AMZN MKTP US*0299B3G33	GF-DEVAISE 3 DRAWER VERTICAL FILE CABI-PD REC	115.99
4/8/2021	TLO TRANSUNION	GF-TRANSUNION REPORTS-PD	75.00
4/21/2021	SAFEWAY FUEL1045	GF-FUEL-PD	30.35
4/6/2021	SAFEWAY FUEL1045	GF-FUEL-PD	44.01
4/9/2021	SAFEWAY FUEL1045	GF-FUEL-PD	24.01
4/20/2021	SAFEWAY FUEL1045	GF-FUEL-PD	24.01
4/1/2021	SAFEWAY FUEL1045	GF-FUEL-PD	42.90
4/6/2021	SAFEWAY FUEL1045	GF-FUEL-PD	50.00
4/8/2021	SAFEWAY FUEL1045	GF-FUEL-PD	44.00
4/13/2021	SAFEWAY FUEL1045	GF-FUEL-PD	49.00
4/7/2021	CIRCLE K # 44109	GF-FUEL-PD	34.46
4/14/2021	CIRCLE K # 44109	GF-FUEL-PD	38.25
4/14/2021	CIRCLE K # 44109	GF-FUEL-PD	11.75
4/18/2021	SAFEWAY FUEL1045	GF-FUEL-PD	43.42
4/20/2021	SAFEWAY FUEL1045	GF-FUEL-PD	39.52
4/25/2021	SAFEWAY FUEL1045	GF-FUEL-PD	29.41
4/27/2021	SAFEWAY FUEL1045	GF-FUEL-PD	31.46
3/31/2021	SAFEWAY FUEL1045	GF-FUEL-PD	33.90
4/1/2021	FORT LUPTON CAR WASH	GF-CAR WASH-PD	2.00
4/2/2021	KUM&GO 0973 DACONO	GF-FUEL-PD	41.66
4/9/2021	SAFEWAY FUEL1045	GF-FUEL-PD	50.00
4/16/2021	KUM&GO 0305 EVANS	GF-FUEL-PD	45.98
4/17/2021	FORT LUPTON CAR WASH	GF-CAR WASH-PD	7.00
4/17/2021	CIRCLE K # 44109	GF-FUEL-PD	43.70
4/22/2021	CIRCLE K # 44109	GF-FUEL-PD	43.64
4/24/2021	CIRCLE K # 44109	GF-FUEL-PD	46.36
4/29/2021	FORT LUPTON CAR WASH	GF-CAR WASH-PD	13.50
4/4/2021	CONOCO - SEI 1045979	GF-FUEL-PD	38.97
4/7/2021	CIRCLE K # 44109	GF-FUEL-PD	40.46
4/11/2021	SAFEWAY FUEL1045	GF-FUEL-PD	25.41

4/14/2021	CONOCO - SEI 1045979	GF-FUEL-PD	25.32
4/18/2021	PHILLIPS 66 - FT LUPTO	GF-FUEL-PD	35.35
4/21/2021	CIRCLE K # 44109	GF-FUEL-PD	25.77
4/3/2021	CIRCLE K # 40697	GF-FUEL-PD	45.13
4/3/2021	SAFEWAY FUEL1045	GF-FUEL-PD	34.47
4/4/2021	SAFEWAY FUEL1045	GF-FUEL-PD	42.44
4/10/2021	SAFEWAY FUEL1045	GF-FUEL-PD	37.43
4/11/2021	SAFEWAY FUEL1045	GF-FUEL-PD	18.05
4/17/2021	SAFEWAY FUEL1045	GF-FUEL-PD	60.42
			8,541.34
			27,803.03

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 27, 2021

The City Council of the City of Fort Lupton met in a special session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, April 27, 2021. Due to the COVID-19 virus, the meeting was held with remote access provided through GoToWebinar. Mayor Zo Stieber called the meeting to order at 6:30 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Stieber, Councilmembers Shannon Rhoda, Chris Ceretto, Michael Sanchez, and Bruce Fitzgerald. Councilmembers Tommy Holton and David Crespin participated remotely.

Also present were City Administrator, Chris Cross, City Clerk, Mari Pena, City Attorney, Andy Ausmus, Finance Director, Leann Perino

INFORMATION MEMORANDUM

The Finance Director Leann Perino provided information on the City's Purchasing Policy. Ms. Perino stated the City utilizes Rocky Mountain E-Purchasing Bid Net to post bids. Per State statute any public works projects over $5000 must be bid through the Request for Proposals "RFP" process.

Mayor Stieber indicated that all RFPs must be reviewed by the Finance Director. Ms. Perino agreed and stated that moving forward; bids will also be reviewed by herself prior to being posted.

EXECUTIVE SESSION

Mayor Stieber asked for a motion to move into executive session "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)" Waste Water Treatment. It was moved by Tommy Holton and seconded by Bruce Fitzgerald to move into Executive Session. Motion passed unanimously on roll call vote.

The following entered into executive session at 6:37 p.m.: Mayor Stieber, Councilmembers, Shannon Rhoda, Michael Sanchez, Chris Ceretto, Bruce Fitzgerald and Tommy Holton. Also City Administrator, Chris Cross, City Attorney, Andy Ausmus, and Finance Director, Leann Perino.

The Executive Session ended at 7:06 p.m. and the regular meeting reconvened at 7:07 p.m.

ADJOURNMENT

Mayor Stieber adjourned the meeting at 7:07 p.m.

Respectfully Submitted,

____
Maricela Peña, City Clerk

Approved by City Council

____
Zo Stieber, Mayor

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 18, 2021

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, May 18, 2021. Due to the COVID-19 virus, the meeting was held with remote access provided through GoToWebinar. 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 Councilmembers Bruce Fitzgerald, Chris Ceretto, David Crespin, and Michael Sanchez. Councilmember Tommy Holton participated by phone.

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

Mayor Stieber read the general advisement for connected meetings.

PERSONS TO ADDRESS COUNCIL

Jon Mays, with Jacobs Engineering and the City's Certified Water and Wastewater Operator, informed the City Council of the August 20, 2021, Jacobs Golf Tournament, at Coyote Creek Golf Course. The event will begin at 8 a.m. The event supports the Fort Lupton Recreation Center and Boys and Girls Club. Jacobs Engineering has raised over $76,000 for youth and recreation programs.

APPROVAL OF AGENDA

It was moved by David Crespin and seconded by Michael Sanchez to approve the Agenda as presented. Motion passed unanimously on roll call vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the May 18, 2021, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Tommy Holton and seconded by Bruce Fitzgerald to approve the Consent Agenda as presented with the following items: May 4, 2021 City Council Meeting Minutes, Approve Agreement for Use of Fulton Ditch Augmentation Station With the City of Fort Lupton Utility Enterprise Fund and Town of Lochbuie (AM 2021-070), Adopt Ordinance 2021-1111 to Accept Public Right of Way From Hunsul Development, LLC For 42.5 Feet of the Western Half of County Road 29 (AM 2021-071), Award Contract to Envirotech Services for $60,898.32 for Dust Control From Public Works Street Sales Tax Fund (AM 2021-072), Approve Resolution

2021-R031 Ratifying the Reappointment of Thomas Meyers by the Mayor For a Three Year Term to the Planning Commission as a Regular Member Beginning May 22, 2021 and Ending May 22, 2024 (AM 2021-073).

Council discussed the cost for the water included in the contract for Envirotech Services. The City Council asked why the City was paying for water that was being supplied by the City. The Public Works Director, Roy Vestal stated that it was a transporting fee.

It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to approve the Consent Agenda as presented. Motion passed with Mayor Stieber and Councilmember Tommy Holton voting ‘no’ to the motion.

PUBLIC HEARINGS

AM 2021-075 Approve a Resolution Accepting the Brandywine Farms Minor Subdivision to Create Three Separate Lots

Mayor Stieber read the following advisement to Len and Sherry Toews: You understand that members of the City Council may be appearing tonight via a virtual connection and may not be appearing in person? You consent to the applicable member voting on your submittal even though said member is not present in person? 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? Mr. and Mrs. Toews replied yes, to all questions.

Mayor Stieber opened the public hearing at 7:16 p.m. and asked for a brief description of the proposal.

The City Planner, Maria Lancto, stated that Leonard Toews and Sherri Toews (the “Applicants”) have submitted an application for a three lot minor subdivision. The proposed minor subdivision is located at the northwest corner of Highway 52 and County Road 23. The minor subdivision will create three separate lots. Lot 1 will be 1.00 acre, more or less. Lot 2 will be 4.30 acres, more or less. Lot 3 will be 25.26 acres, more or less. A change of zone for lot 1 has been submitted for concurrent review, and will be presented at a separate public hearing. The Applicants are not proposing any changes to the land use at this time. Any proposed development will be reviewed at separate public hearings at a later date.

Mr. Toews added that Lot 1 is the corner Hwy 52 and County Road 23, which is an arterial road.

Mayor Stieber asked Councilmember Holton if he was able to see and hear the presentation. Mr. Holton answered yes.

Mayor Stieber read the following advisement to Mr. Len and Mrs. Sherri Toews: Have you had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the Applicant's application before the City Council tonight? Both Mr. Toews and Mrs. Toews responded '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. and Mrs. Toews responded 'no'.

Mayor Stieber closed the public hearing at 7:19 p.m.

It was moved by Tommy Holton and seconded by Bruce Fitzgerald to approve Resolution 2021R032 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE BRANDYWINE FARMS MINOR SUBDIVISION TO CREATE THREE SEPARATE LOTS. Motion passed unanimously on roll call vote.

AM 2021-074 Adopt an Ordinance to Rezone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the Brandywine Farms Change of Zone, to the C-2 Heavy Commercial Zone District.

Mayor Stieber read the following advisement to Len and Sherry Toews: You understand that members of the City Council may be appearing tonight via a virtual connection and may not be appearing in person? You consent to the applicable member voting on your submittal even though said member is not present in person? 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? Mr. and Mrs. Toews replied yes, to all questions.

Mayor Stieber opened the public hearing at 7:21 p.m. and asked for a brief description of the proposal.

The City Planner, Maria Lancto, stated that Leonard Toews and Sherri Toews (the "Applicants"), have submitted a request for a change of zone of certain land identified in Exhibit A to the proposed Ordinance to the C-2 Heavy Commercial Zone District. The property that is the subject of the rezoning is located at the northwest corner of Highway 52 and County Road 23 (the Property). The current zoning of the property is A Agricultural.

The land use is not changing at this time. The request for a change of zone is to allow for future development of lot 1 of the Brandywine Minor Subdivision. Any future development will require additional review by City Council.

Mr. Toews stated that the property is located within the 2007 Comprehensive Plan for mixed use.

Councilmember Holton asked if there were any plans for Lot 1. Mr. Toews indicated there were no plans.

Mayor Stieber read the following advisement to Mr. Len and Mrs. Sherri Toews: Have you had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the Applicant's application before the City Council tonight? Both Mr. Toews and Mrs. Toews responded '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. and Mrs. Toews responded 'no'.

Mayor Stieber asked if anyone from the public wished to speak for or against the proposal. Hearing none, Mayor Stieber closed the public hearing at 7:25 p.m.

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to adopt Ordinance 2021-1112 AN ORDINANCE REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE BRANDYWINE FARMS CHANGE OF ZONE, TO THE C-2 HEAVY COMMERCIAL ZONE DISTRICT. Motion passed unanimously on roll call vote.

AM 2021-076 Adopt an Ordinance to Amend Sections 16-40, 16-42 and 16-45, Article II of Chapter 16

Mayor Stieber opened the public hearing at 7:26 p.m. and asked for a description of the proposal.

The City Planner, Maria Lanco, stated that the registered electors of the City of Fort Lupton approved ballot initiatives permitting for the establishment and operation of medical marijuana centers and retail marijuana stores subject to the requirements of the State of Colorado medical and retail marijuana codes and regulations and the ordinances and codes to be adopted by the City of Fort Lupton.

Amendments to certain zone district sections of the Code are required to support the proposed new articles XII and XIII of Chapter 6 of the Code. The proposed ordinance would amend Section 16-40 to add medical marijuana stores and retail marijuana stores to the list of permitted uses within the C-1 General Commercial Zone District. Similarly, the proposed ordinance would amend Section 16-42 to add medical marijuana stores and retail marijuana stores to the list of permitted uses in the I-1 Light Industrial Zone District. Section 16-45 would be amended to add language permitting medical marijuana stores and retail marijuana stores within Planned Unit Development (PUD) zone district. The exact language is included in Exhibit A to the proposed ordinance.

Sections 16-41 and 16-43 pertaining to the C-2 Heavy Commercial and I-2 Heavy Industrial districts do not need to be amended in order to permit medical marijuana stores and retail marijuana stores. Section 16-41(d)(1) lists all permitted uses allowed in the C-1 General Commercial District as permitted uses within the C-2 Heavy Commercial District. Similarly, Section 16-43(d)(1) lists all permitted uses allowed in the I-1 Light Industrial District as permitted uses within the I-2 Heavy Industrial District.

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

Locksley Brian stated he is interested in the marijuana business and has been tracking the ordinances. Mr. Brian indicated that the City should expand the definitions of downtown to cover a few more streets.

Mayor Stieber indicated that this public hearing was for the zoning and there will be further opportunity to discuss his concern.

Hearing no further comments, Mayor Stieber closed the public hearing at 7:31 p.m.

It was moved by Michael Sanchez and seconded by Chris Ceretto to adopt Ordinance 2021-1113 AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING CHAPTER 16, ARTICLE II, SECTION 16-40 – C-1 GENERAL COMMERCIAL DISTRICT, SECTION 16-42 – I-1 LIGHT INDUSTRIAL DISTRICT AND SECTION 16-45 – PUD PLANNED UNIT DEVELOPMENT DISTRICT, OF THE FORT LUPTON MUNICIPAL CODE. Motion passed unanimously on roll call vote.

ACTION AGENDA

AM 2021-079 Adopting an Ordinance Enacting a New Article XII of Chapter 6 of the Fort Lupton Municipal Code Regarding Regulations and Licensing of Medical Marijuana Establishments

On November 3, 2020, the registered electors of the City of Fort Lupton approved ballot initiatives permitting for the establishment and operation of medical marijuana centers and retail marijuana stores subject to the requirements of the State of Colorado medical and retail marijuana codes and regulations and the ordinances and codes to be adopted by the City of Fort Lupton. This ordinance established the regulations and licensing for medical marijuana.

Key Points:
- Only allowed within the same building as a Retail Marijuana Business;
- Maximum number of licensed establishments shall not exceed four (4); Stores are permitted only within the following zoning districts: the C-1 General Commercial District, C-2 Heavy Commercial District, I-1 Light Industrial Zone District, I-2 Heavy Industrial Zone District and PUD Planned Unit Development District, which specifically permits retail marijuana stores, and upon obtaining all land use approvals necessary for such use;
- Within one thousand (1,000) feet of any school, any child care center, any juvenile or adult halfway house, correctional facility or substance abuse rehabilitation center;
- Within five hundred (500) feet any public park with playground equipment;

The Ordinance creates: License/bond requirements, Screening and response to state license applications, Application, Co-location, Local licensing authority, Issuance of license, duration, renewal, Annual operating and administrative fees, Location, operational restrictions and requirements, retail marijuana store, Inspection of books, records, licensed premises, and Unlawful acts of licensees and persons.

An email received by Jean Gonnell was submitted to the City Council, reviewed by staff and taken into consideration. Ms. Gonnell inquired over the walk up/drive up windows for marijuana. Mayor Stieber stated this would be addressed in the land use process. The Planning Director Todd Hodges stated that this would be reviewed through the land use process.

Tommy Holton stated that he wanted this item to come before Council. The Planning Director, Todd Hodges stated that not every item comes before the City Council, if it is a new build; it would be based on site plan criteria, staff review or council. If it is an existing building, it may just be a use by right.

A map was provided on the screen indicated in blue the area within the downtown area. Mr. Locksley Bryan confirmed that he was able to see the map.

Tommy Holton asked for recommendation from the Police Chief. Chief Fryar was not present at the meeting. No further discussion occurred.

It was moved by Michael Sanchez and seconded by David Crespin to approve Ordinance 2021-1114 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, ENACTING A NEW ARTICLE XII OF CHAPTER 6 OF THE FORT LUPTON MUNICIPAL CODE REGARDING THE REGULATIONS AND LICENSING OF MEDICAL MARIJUANA ESTABLISHMENTS. Motion passed with Tommy Holton voting 'no' to the motion.

AM 2021-077 Adopting an Ordinance Enacting A New Article XIII of Chapter 6 of the Fort Lupton Municipal Code Regarding Regulations and Licensing of Retail Marijuana Stores

On November 3, 2020, the registered electors of the City of Fort Lupton approved ballot initiatives permitting for the establishment and operation of medical marijuana centers and retail marijuana stores subject to the requirements of the State of Colorado medical and retail marijuana codes and regulations and the ordinances and codes to be adopted by the City of Fort Lupton. This ordinance establishes the regulations and licensing of retail marijuana stores.

Key Points:

- Maximum number of licensed establishments shall not exceed four (4);
- Stores are permitted only within the following zoning districts: the C-1 General Commercial District, C-2 Heavy Commercial District, I-1 Light Industrial Zone District, I-2 Heavy Industrial Zone District and PUD Planned Unit Development District, which specifically permits retail marijuana stores, and upon obtaining all land use approvals necessary for such use;
- Within one thousand (1,000) feet of any school, any child care center, any juvenile or adult halfway house, correctional facility or substance abuse rehabilitation center;
- Within five hundred (500) feet any public park with playground equipment;

The Ordinance creates: License/bond requirements, Screening and response to state license applications, Application, Co-location, Local licensing authority, Issuance of license, duration, renewal, Annual operating and administrative fees, Location, operational restrictions and requirements, retail marijuana store, Inspection of books, records, licensed premises, and Unlawful acts of licensees and persons.

Tommy Holton asked for a recommendation from the Chief of Police. Andy indicated that the chief was involved in the initial process for the Ordinances. The Chief was unable to provide any recommendation, since he wasn't present at the meeting. No further discussion occurred.

It was moved by Michael Sanchez and seconded by Bruce Fitzgerald to adopt Ordinance 2021-1115 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, ENACTING A NEW ARTICLE XIII OF CHAPTER 6 OF THE FORT LUPTON MUNICIPAL CODE REGARDING THE REGULATIONS AND LICENSING OF RETAIL MARIJUANA STORES. Motion passed unanimously on roll call vote.

AM 2021-078 Adopting an Ordinance Imposing A Sales Tax for Each Sales Transaction by Any Marijuana Store on the Sales of Any Retail Marijuana and Retail Marijuana Products Within the City

On November 3, 2020, the registered electors of the City of Fort Lupton approved a ballot initiative providing for an additional 3.1% sales tax on the sale of retail marijuana and retail marijuana products with the rate of tax being able to decrease or increase without further voter approval so long as the rate of taxation does not exceed 10%. The ordinance is in response to the ballot measure.

Councilmember Chris Ceretto asked Mr. Tucker Alridge how this tax compares to other municipalities.

Tucker Alridge stated that he operates 7 retail marijuana stores and the sales tax is between 1.5% and 5% on top of the existing sales tax.

It was moved by Tommy Holton and seconded by David Crespin to adopt Ordinance 2021-1116, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, IMPOSING A SALES TAX FOR EACH SALES TRANSACTION BY ANY MARIJUANA STORE ON THE SALES OF ANY RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS WITHIN THE CITY; SETTING FORTH THE PURPOSE OF SUCH TAX; ESTABLISHING ADMINISTRATIVE AND ENFORCEMENT PROCEDURES; PROVIDING AN EFFECTIVE DATE OF SUCH TAX; AND ENACTING A NEW ARTICLE VIII OF CHAPTER 4 OF THE FORT LUPTON MUNICIPAL CODE CONCERNING ADDITIONAL TAXES ON THE PURCHASE OR SALE OF MARIJUANA AND RETAIL MARIJUANA PRODUCTS. Motion passed unanimously on roll call vote.

AM 2021-069 Approval of a Resolution Approving the Subdivision Improvements Agreement for the Final Plat of the Lupton Village PUD Second Filing (AKA Lupton Village Townhomes Final Plat)

This Subdivision Improvement Agreement was drafted for the Lupton Village PUD Second Filing Final Plat (LUP2021-0003 and Plan No. FPL2021-0001) approved by City Council on March 16, 2021, which is located east of South Rollie Avenue, and immediately south of the Safeway development.

Improvements are for the construction of water and sanitary sewer main extensions. The approximate cost of this agreement for construction is $528,487.98.

It was moved by Bruce Fitzgerald and seconded by Tommy Holton to approve Resolution 2021R033 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE LUPTON VILLAGE LAND DEVELOPER, LLC SUBDIVISION IMPROVEMENT AGREEMENT OF THE LUPTON VILLAGE PUD SECOND FILING FINAL PLAT. Motion passed unanimously on roll call vote.

AM 2021-080 Consideration of an Ordinance Rescinding the Local Historic Designation of the Seymour and Birdie Rhode House Located at 149 Denver Avenue

The City Planner, Alyssa Knutson, stated that Mr. Salvador Flores has submitted a letter to withdrawal his application for rescission of historic designation for his property at 149 Denver Avenue. Ms. Knutson stated that Mr. Flores will be sent notification that the City has received his letter.

No action was taken by the City Council.

AM 2021-081 Award Contract to Colorado Paving Inc. for not to Exceed $2,172,394.50 for College Avenue and 9th Street Repaving Project From Street Sales Tax Fund

Bid documents were advertised from April 2, 2021 with bid opening on April 30, 2021. Five bids were received with Colorado Paving Inc. providing the lowest responsible bid as shown in the attached Bid Tabulation.

Colorado Paving Inc. is a highly respected contractor in Front Range communities with several local municipalities' projects in the area. The City contracted with them this past year for the 2019 Streets projects that included Broadway Ave., 7th St. and Greenwood Crt. street rehabilitation as well as the Kahil repaving Project his year. City staff has a very high opinion of this contractor, and they have done an excellent job with the construction work.

$1,020,000 is budgeted for the project in 2021.
$420,000 is budgeted for storm projects at 9th/Hoover and Harrison in 2021.
$50,000 is budgeted for valve replacements
$75,000 is budgeted for water line replacements.
$182,552.50 is Cottonwood Green's share of 9th St. improvements.

$ 96,723.83 will be Cottonwood Townhomes share of 9th St improvements.

The original paving budget was based on reconstructing the pavement section only. The project was expanded to include curb and gutter, full roadway section and sidewalks. The project includes $313,550.00 in storm drainage work to improve the drainage.

Total Funds available = $2,199,461.33

Project cost eliminating the sidewalk section along the 9th Street would result in a total savings of $475,875.00. Total project costs without sidewalk, without College Ave. curb and gutter and reducing paving on College to 2 lanes is $2,172,394.50. Anticipated project start is this June with completion in 225 Calendar Days.

Tommy Holton asked what happened to the fire hydrant. Roy Vestal indicated that the hydrant is being relocated. The project is temporarily taking sidewalk out of the project. Mr. Holton stated there is a lot of county services on County Road 31 and some people don't have cars.

It was moved by Bruce Fitzgerald and seconded by David Crespin to accept the bid from Colorado Paving Inc. and award the contract for Repaving services for College Avenue and 9th Street for an amount not to exceed $2,172,394.50 from Street Sales Tax Fund. Motion passed unanimously on roll call vote.

STAFF

Chief Fryar provided the Police Department Monthly Report for April 2021.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

May 25, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
May 31, 2021	City Offices Closed/Memorial Day Service, 13750 County Rd. 12, 9:25 a.m.
June 1, 2021	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
June 8, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
June 15, 2021	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
August 20, 2021	Jacobs Golf Tournament, Coyote Creek Golf Course

ADJOURNMENT

Mayor Stieber adjourned the meeting at 8:05 p.m.

Respectfully Submitted,

____
Maricela Peña, City Clerk

Approved by City Council

____
Zo Stieber, Mayor

CITY OF FORT LUPTON
CITY COUNCIL

Zo Stieber, Mayor

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

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

CITY OF Fort Lupton EST 1836

AM 2021-084

AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT TO LEASE 200 EQUIVALENT COLORADO BIG THOMPSON WATER UNITS TO PLATTE RIVER POWER AUTHORITY

I. **Agenda Date:** Council Meeting – June 1, 2021

II. **Attachments:** a. Agreement with Platte River Power Authority.

III. **Summary Statement:**

The City of Fort Lupton in another action acquired ten (10) units of Windy Gap water from Platte River Power Authority. They were originally seeking additional storage in Chimney Hollow reservoir (Firming Project), however our share was needed for our current and future water units. In lieu of storage the City of Fort Lupton agreed to lease CBT units (equivalent of 400 acre feet yield) for the 2021 water year to them as an insurance policy should Grand Lake spill and other water is necessitated for their operation. PRPA needs the C-BT water to collateralize their Windy Gap water use in case the Windy Gap water does not yield in 2021. The Parties anticipate that with an initial assumption of a 50% quota, it would require a minimum of 400 C-BT units to yield 200 acre feet in Water Year 2021 and once Northern sets the 2021 C-BT quota (in April 2021), the City will determine if it has additional surplus C-BT units sufficient to provide a further 200 acre feet in Water Year 2021, which the City agrees would remain subject Platte River's rights of first refusal under the Windy Gap Agreement. The City does have the additional C-BT at this point and would finish out the agreement with the additional 200 acre feet.

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

V. **Finance Reviewed** ______________________
Finance Director

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

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

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

IX. Detail of Issue/Request:

The City of Fort Lupton in another action acquired ten (10) units of Windy Gap water from Platte River Power Authority. They were originally seeking additional storage in Chimney Hollow reservoir (Firming Project), however our share was needed for our current and future water units. In lieu of storage the City of Fort Lupton agreed to lease CBT units (equivalent of 400 acre feet yield) for the 2021 water year to them as an insurance policy should Grand Lake spill and other water is necessitated for their operation. PRPA needs the C-BT water to collateralize their Windy Gap water use in case the Windy Gap water does not yield in 2021. The Parties anticipate that with an initial assumption of a 50% quota, it would require a minimum of 400 C-BT units to yield 200 acre feet in Water Year 2021 and once Northern sets the 2021 C-BT quota (in April 2021), the City will determine if it has additional surplus C-BT units sufficient to provide a further 200 acre feet in Water Year 2021, which the City agrees would remain subject Platte River's rights of first refusal under the Windy Gap Agreement. The City does have the additional C-BT at this point and would finish out the agreement with the additional 200 acre feet.

X. Legal/Political Considerations:

Matthew Poznanovic has been involved during the writing of this agreement and approves of its final form.

XI. Alternatives/Options:

- *Approve a different amount*
- *Do not approve*

XII. Financial Considerations:

The City leases its excess CBT annually. There will be less water available for leasing which will mean a loss of revenue in the Utility Fund.

XIII. Staff Recommendation:

Staff recommends authorization by the Mayor to execute the agreement with Platte River Power Authority to lease CTB shares of water no charge in consideration of the purchase agreement of the Windy Gap units.

AGREEMENT TO LEASE WATER

This Agreement to Lease Water ("LEASE") is by and between the City of Fort Lupton, a Colorado statutory city, acting by and through its Utility Enterprise (the "City") and Platte River Power Authority, a political subdivision of the State of Colorado ("Platte River"), collectively referred to as "the Parties."

RECITALS

A. The City is an Allottee of 3,137 Units of Colorado-Big Thompson project water ("C-BT units") through a contract with the Northern Colorado Water Conservancy District ("Northern"); and

B. As consideration for its purchase of certain units of water from the Windy Gap Project from Platte River, as set forth in the Agreement for the Purchase and Sale of Windy Gap Units dated July 17, 2017 ("Windy Gap Agreement"), the City agreed that, if it had surplus C-BT units, it would lease to Platte River a sufficient number of C-BT units to generate 400 acre feet of water in the water year running from November 1, 2020 through October 31, 2021 ("Water Year 2021"); and

C. The City has determined that it had surplus C-BT units for 2021, but had been unable to determine if it has C-BT units sufficient to yield 400 acre feet; and

D. Pursuant to the Agreement to Lease Water between the Parties dated October 27, 2020, the City leased to Platte River Sufficient C-BT units allotted to the City for the Water Year 2021 to yield 200 acre feet of water; and

D. Northern has now set the 2021 C-BT quota (in April 2021), the City has determined it has additional surplus C-BT units sufficient to provide a further 200 acre feet in Water Year 2021, which the City agrees would remain subject Platte River's rights of first refusal under the Windy Gap Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants of the Parties, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. The City hereby leases to Platte River Sufficient C-BT units allotted to the City for the Water Year 2021 to yield the additional 200 acre feet of water.
2. No rent payment is or will be due under this Lease. The consideration for this Lease is set forth in the Windy Gap Agreement and includes continuing good will and continuing a mutually beneficial relationship between the parties.
3. Platte River will be responsible for compliance with Northern's rules, regulations and policies regarding subleasing of C-BT units. The City will fully cooperate with Platte River to obtain necessary approvals, if any, under Northern's rules, regulations and policies.
4. Platte River will use the leased C-BT units as collateral for Northern's "in lieu" process in accordance with all applicable rules, regulations, and guidelines set forth by Northern or its Municipal Subdistrict. The C-BT units leased to Platte River are for the exclusive use of Platte River and may not be leased or conveyed to others for first use except by written permission from the City.

5. The delivery point of water leased to Platte River under this Lease will be delivery features owned and operated by Northern. Platte River may designate one or more specific delivery points provided the delivery points conform to Northern's rules, regulations, and guidelines for the delivery of such water. Platte River will bear any water losses or reduction in yield associated with conveyance of the water from the delivery point to any location where Platte River may use the water.
6. The City makes no warranties concerning either the quality of the leased water or the purposes for which the leased water is suitable.
7. This Lease represents the complete agreement of the Parties concerning its subject matter and may not be modified or amended except by a written instrument that specifically references this Lease and is signed by the Parties through their duly authorized representatives.
8. The terms and provisions of this Lease are binding upon the Parties, their successors and assigns.
9. This Lease is effective on the date shown below and will continue through October 31, 2021.

DATED May _____, 2021.

PLATTE RIVER POWER AUTHORITY

By: ____________________________
Jason Frisbie, General Manager/CEO

CITY OF FORT LUPTON, acting by and through its Utility Enterprise

By: ___________________________
Zo Stieber, Mayor

ATTEST:

By: ____________________________
Maricela Pena, City Clerk

CITY OF FORT LUPTON
CITY COUNCIL

Zo Stieber, Mayor

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

AM 2021-085

APPROVE CHANGE ORDER NUMBER 1 TO COLORADO PAVING, INC. FOR NOT TO EXCEED $20,000.00 FOR KAHIL REPAVING PROJECT FROM STREET SALES TAX FUND

I. **Agenda Date:** Council Meeting – June 1, 2021

II. **Attachments:** a. Change Order No. 1 – Colorado Paving Inc.

III. **Summary Statement:**

Approve Change Order No. 1 to Agreement with Colorado Paving Inc. for Kahil Repaving Project for not to exceed $20,000.00 from Street Sales Tax Fund.

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:

Council approved the engineering services agreement with Colorado Paving, Inc. with AM 2021-037 On March 2, 2021 for repaving Kahil Street, Fulton Ave and Kahil Pl.

The driveway for the residence at 615 S Grand Avenue has a history going back some 20-years of drainage issues that were never entirely addressed with previous projects in this area. History of Norcross conversations with residents have been brought to our attention regarding City commitments to fix the situation. Street drainage has overflowed the gutter of Kahil Pl at this location and invaded the driveway, causing previous home flooding and holding of water in the driveway area. This has resulted in failing concrete and settling driveway surfaces.

Concrete removal began on May 26 with concrete placement occurring May 28.

Original contract agreement is not to exceed $844,492.20. This change order will increase the construction budget to $864,492.20.

X. Legal/Political Considerations:

"Not Applicable"

XI. Alternatives/Options:

- *Approve Change Order with Colorado Paving, Inc.*
- *Contract work with another company*
- *Do not approve the Change Order*

XII. Financial Considerations:

The Street Sales Tax Fund has will require reappropriation of $20,000.00.

XIII. Staff Recommendation:

Staff recommends approving Change Order to Colorado Paving Inc. agreement for not to exceed $20,000.00 for the Kahil Repaving Project.

City of Fort Lupton, Colorado
Public Works Department

Change Order No. 1

Date of Issuance: **June 1, 2021** Effective Date: **May 26, 2021**

Project: **Kahil Repaving Project**	Owner: **City of Fort Lupton**	Owner's Contract No.: **FTL202101**
Contractor: **Colorado Paving, Inc.**		Date of Contract: **March 2, 2021**

The Contract Documents are modified as follows upon execution of this Change Order:

Add Driveway removal / reconstruction to 615 S Grand Ave

Attachments (list documents supporting change): Proposal

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: $ **903,538.45**	Original Contract Ti… ☐ Working ☒ Calendar Substantial completion (days or date): **06/14/2021** Ready for final payment (days or date): **06/28/2021**
Increase from previously approved Change Orders No. ______ to No. ______: $______	[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: $ **903,538.45**	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: $ **47,166.21**	Increase of this Change Order: Substantial completion days: ______ Ready for final payment date: ______
Contract Price incorporating this Change $ **903,538.45**	Contract Times with all approved Change Orders: Substantial completion (days or date): ______ Ready for final payment (days or date): ______

RECOMMENDED:	AUTHORIZED:	ACCEPTED:
By: ______	By: ______	By: ______
Engineer (Authorized)	Owner (Authorized)	Contractor (Authorized)
Date: ______	Date: ______	Date: ______

CITY OF FORT LUPTON
CITY COUNCIL

Zo Stieber, Mayor

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

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

CITY OF Fort Lupton EST 1836

AM 2021-082

APPROVE A RESOLUTION RATIFYING THE REAPPOINTMENT OF MIKE SIMONE BY THE MAYOR FOR A THREE YEAR TERM TO THE PLANNING COMMISSION AS A REGULAR MEMBER BEGINNING JUNE 19, 2021 AND ENDING JUNE 19, 2024

I. **Agenda Date:** Council Meeting – June 1, 2021

II. **Attachments:**
a. Resolution
b. Application

III. **Summary Statement:**

Mike Simone is the current Chair of the Planning Commission whose term expires on June 18, 2021. Mr. Simone has expressed an interest in continuing to serve on the Planning Commission and has submitted an application for reappointment to another term.

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:

Mike Simone is the current Chair of the Planning Commission whose term expires on June 18, 2021. Mr. Simone has expressed an interest in continuing to serve on the Planning Commission and has submitted an application for reappointment as a regular member to the Commission. Section 2-182 of the Fort Lupton Municipal Code allows for up to seven members to the Planning Commission with one alternate to sit as a regular member should a regular member be absent. Mr. Simone lives in the City and has served as the Chairman to the Planning Commission for multiple terms. He has regularly attended meetings of the Planning Commission and his membership has contributed significantly to the Commission.

X. Legal/Political Considerations:

The Mayor has the statutory authority under C.R.S. 31-23-203, and Section 2-182 of the Fort Lupton Municipal Code, to appoint members of the public to fill vacancies on the Planning Commission.

XI. Alternatives/Options:

- *Approve the Resolution*
- *Do not approve the Resolution*

XII. Financial Considerations:

There are no financial considerations.

XIII. Staff Recommendation:

Staff recommends approval of the Resolution reappointing Mike Simone as a regular member of the Planning Commission for a three (3) year term expiring on June 19, 2024.

RESOLUTION NO. 2021R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE REAPPOINTMENT OF MIKE SIMONE BY THE MAYOR TO SERVE AS A REGULAR MEMBER ON THE PLANNING COMMISSION FOR A THREE YEAR TERM BEGINNING JUNE 19, 2021 AND ENDING JUNE 19, 2024

WHEREAS, the Mayor of Fort Lupton under C.R.S. 31-23-203 and Municipal Code Section 2-182, has the authority to fill vacancies on the Planning Commission and hereby exercises the right to appoint Mike Simone to the Planning Commission as regular member; and

WHEREAS, the City Council may ratify the appointments by the Mayor to serve on the Planning Commission; and

WHEREAS, Mike Simone has expressed an interest to continue serving on the Planning Commission; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Mike Simone to serve as a regular member to the Planning Commission for a three-year term expiring on June 19, 2024.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 1st DAY OF JUNE 2021.

City of Fort Lupton, Colorado

____

Zo Stieber, Mayor

Attest:

____

Maricela Peña, City Clerk

Approved as to form:

____

Andy Ausmus, City Attorney

Simone

RECEIVED
MAY 17 2021
BY: ....

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

CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/ COMMISSION APPOINTMENT

City Boards and Commissions play an important role in forming City policy. To be considered as a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621; Phone: 720-466-6101. The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 05-17-2021 **City of Fort Lupton Resident? Yes** [X] **No** [ ]

Name:	Michael P Simone	**Home Phone:**	303-833-2565
Address:	211 S Purman Ave	**Cell Phone:**	303-594-9541
	Fort Lupton, CO 80621	**Work Phone:**	303-833-2332
Occupation:	Chiropractor	**e-mail:**	mike.simone@yahoo.com

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)

Planning Commission

1. **Please list your work experience, community involvement, and other interests which apply to this Board or Commission:** (Information may be continued on back of form or attached.)

Have served on Ft. Lupton Planning Commission for about 12 years. Served on Firestone Planning Commission for about 8 years. Also served as mayor of Firestone for 6 years.

2. **List any licenses, certificates of special training, or education which apply to this Board or Commission:**

Attended several state and national conferences concerning Planning Commission and municipal government.

3. **Briefly describe the reasons for your interest in serving on this City Board or Commission:**

I'm here to make the City Council's job easier by helping to tweak applications that come before the Planning Commission. Hopefully our commission allows the City Council to end their meetings earlier and they can get a good night's sleep. It's been an honor serving these past 12 years.

4. **Please list supporting documents if not continued on other side:**

N/A

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct. Michael Simone

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

Zo Stieber, Mayor

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

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

AM 2021-086
ACCEPT A PURCHASE AGREEMENT FOR THE PURPOSE OF BUILDING A NEW PUBLIC LIBRARY FACILITY ON THE PROPERTY KNOWN AS LUPTON VILLAGE LOT 13, BLOCK 5.

I. **Agenda Date:** Council Meeting – June 1, 2021

II. **Attachments:** a. Purchase Agreement FTL Land Assemblage LLLP/City of Fort Lupton/Weld Re8 School District

III. **Summary Statement:**

Approval of a purchase agreement between FTL Land Assemblage LLLP and the City of Fort Lupton for Lot 13, Block 5, Lupton Village P.U.D. The lot is two acres in size for a cost of $850,000. The land will be used to build a new public library facility. The purchase agreement is attached.

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

In 2018 the Fort Lupton Public & School Library board voted to move forward with building a separate facility to serve as the public library. The City Council approved the library's decision to move forward with a new facility and hire an Owner's Representative (approved agreement AM 2018-147). The library would continue to run and maintain the high school library in the current facility. A decision has not yet been made as to the location of the new building. Purchasing land to build a public facility will enable us to better serve and protect the public and our students. We examined several possible locations and after careful review of the locations we determined the Lupton Village two acre lot would be the best option. The cost is $850,000.

- *We chose this land because it is the perfect size for the building we wanted, with outdoor space and appropriate parking and in the center of town*
- *Walkable from four of the schools*
- *One block from the Rec Center*
- *Close to several shopping locations*
- *Convenient to a future bicycle path from the high school ball fields to the Rec Center*

We already have an LOI signed by both the School District and City for this piece of property. This LOI was extended to June 4, 2021 at which time a Purchase of Sale Agreement needs to be signed or the land could go to another interested party.

Re8 School District has been given the option to also sign the Purchase of Sale Agreement and expects to vote on this issue June 3, 2021. If Re8 School District decides not to make a decision at that time it is important for the City to sign the Purchase of Sale Agreement in order to move forward with this project. Attached is a Purchase and Sale Agreement with both the City and School District as buyers of this land, however the Purchase and Sale Agreement can be amended to have the City as the sole signer if necessary should Re8 School District decide they do not need to sign or delay their action. An assignment clause has been added to the PSA to allow flexibility for the School District's schedule.

X. Legal/Political Considerations:

The Purchase Agreement is needed to acquire land for a new public library facility which will allow the library to better serve and protect the public and the high school students.

XI. Alternatives/Options:

The City Council has three options:

A) Approve the Purchase of Sale Agreement between FTL Land Assemblage LLLP and the City of Fort Lupton for Lot 13, Block 5, Lupton Village P.U.D with the inclusion of Re8 School District as a signer or with the City of Fort Lupton as the sole signer.

B) Reject the contract.

C) Delay action on the contract to gather more information.

XII. Financial Considerations:

We have an approved budget of $8,500,000 for a new building and land, from which this $850,000 purchase has been allocated.

XIII. Staff Recommendation:

Staff recommends approving this Purchase of Sale agreement for lot Lot 13, Block 5, Lupton Village P.U.D.

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

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

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: ***5/12/2021***

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, ***City of Fort Lupton and RE-8 Weld County School District*** (Buyer) will take title to the Property described below as
☐ **Joint Tenants** ☒ **Tenants In Common** ☐ **Other** .

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. ***FTL Land Assemblage, LLLP*** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of ***Weld***, Colorado:
Lot 13, Block 5, Lupton Village, P.U.D.
known as No. ***TBD Reynolds, Fort Lupton, CO 80621***,
together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:
If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Personal Property –- Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except .
Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

☒ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing: ***See Additional Provision Paragraph 30, Item B***

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is .

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline	
1	§ 4.3	Alternative Earnest Money Deadline	***Date of MEC***	
		Title		
2	§ 8.1, 8.4	Record Title Deadline	***5 days after MEC***	
3	§ 8.2, 8.4	Record Title Objection Deadline	***15 days after receipt of Title Commitment***	
4	§ 8.3	Off-Record Title Deadline	***5 days after MEC***	
5	§ 8.3	Off-Record Title Objection Deadline	***15 days after receipt of Title Commitment***	
6	§ 8.5	Title Resolution Deadline	***15 days after Buyer`s Title Objection***	
7	§ 8.6	Right of First Refusal Deadline		
		Owners' Association		
8	§ 7.2	Association Documents Deadline	***30 Calendar Days prior to Closing***	
9	§ 7.4	Association Documents Termination Deadline	***10 Calendar Days prior to Closing***	
		Seller's Disclosures		
10	§ 10.1	Seller's Property Disclosure Deadline	***10 days after MEC***	
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)		

		Loan and Credit		
12	§ 5.1	New Loan Application Deadline		
13	§ 5.2	New Loan Termination Deadline		
14	§ 5.3	Buyer's Credit Information Deadline		
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline		
16	§ 5.4	Existing Loan Deadline		
17	§ 5.4	Existing Loan Termination Deadline		
18	§ 5.4	Loan Transfer Approval Deadline		
19	§ 4.7	Seller or Private Financing Deadline		
		Appraisal		
20	§ 6.2	Appraisal Deadline		
21	§ 6.2	Appraisal Objection Deadline		
22	§ 6.2	Appraisal Resolution Deadline		
		Survey		
23	§ 9.1	New ILC or New Survey Deadline	***30 Calendar Days prior to Closing***	
24	§ 9.3	New ILC or New Survey Objection Deadline	***20 Calendar Days prior to Closing***	
25	§ 9.3	New ILC or New Survey Resolution Deadline	***10 Calendar Days prior to Closing***	
		Inspection and Due Diligence		
26	§ 10.3	Inspection Objection Deadline		
27	§ 10.3	Inspection Termination Deadline		
28	§ 10.3	Inspection Resolution Deadline		
29	§ 10.5	Property Insurance Termination Deadline		
30	§ 10.6	Due Diligence Documents Delivery Deadline	***30 Calendar Days from MEC***	
31	§ 10.6	Due Diligence Documents Objection Deadline	***76 Calendar Days from MEC***	
32	§ 10.6	Due Diligence Documents Resolution Deadline	***90 Calendar Days from MEC***	
33	§ 10.6	Environmental Inspection Termination Deadline		
34	§ 10.6	ADA Evaluation Termination Deadline		
35	§ 10.7	Conditional Sale Deadline		
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)		
37	§ 11.1,11.2	Estoppel Statements Deadline		
38	§ 11.3	Estoppel Statements Termination Deadline		
		Closing and Possession		
39	§ 12.3	Closing Date	***120 Calendar Days from MEC***	
40	§ 17	Possession Date	***Date of Closing***	
41	§ 17	Possession Time	***Upon Delivery of Deed and Funding***	
42	§ 28	**Acceptance Deadline Date**	***6/4/2021***	Friday
43	§ 28	**Acceptance Deadline Time**	***5:00pm MST***	
44				
45				

Initials ______________________________

3.2. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	***$850,000.00***	
2	§ 4.3	Earnest Money		***$8,500.00***
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7				
8				
9	§ 4.4	Cash at Closing		***$841,500.00***
10		**TOTAL**	***$850,000.00***	***$850,000.00***

4.2. Seller Concession. At Closing, Seller will credit to Buyer $ ***none*** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of a ***Company Check***, will be payable to and held by ***Land Title*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information and Buyer's New Senior Loan. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

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6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒**Will** ☐**Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐**Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**

Deadline.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's inclusion in a special taxing district as unsatisfactory to Buyer.

8.5. Right to Object to Title, Resolution. Buyer's right to object, in Buyer's sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), §

8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a: 1) ☐ **New Improvement Location Certificate (New ILC)**; or, 2) ☒ **New Survey** in the form of ***Final PUD Plat***; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☒**Seller** ☐**Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☒**Seller** ☐**Buyer** or

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ***Buyer`s Attorney*** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the **New** ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline** , Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, " **Where Is**" and " **With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

☒ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.2.** Property tax bills for the last years;

☒ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.5.** Operating statements for the past years;

☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

☒ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past years;

☒ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the

Initials ____

Property (if not delivered earlier under § 8.3);

☒ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.14.** Other documents and information:
Grading Certification, Final PUD Plat, Certificate of Occupancy

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☒ **Seller** ☐**Buyer** will order or provide ☒ **Phase I Environmental Site Assessment**, ☒ **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☐ , at the expense of ☒**Seller** ☐**Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by ***30*** days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☒**Seller** ☐**Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 25.1

effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐**Does** ☒**Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is **No Well**. Buyer ☐**Does** ☐**Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statements. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably-required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐**Are** ☒**Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by ***Listing Agent and Buyer Agent, respectively***.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller**
☐ **Other**

15.3. Status Letter and Record Change Fees. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter must be paid by ☐**None** ☐**Buyer** ☐**Seller** ☒**One-Half by Buyer and One-Half by Seller**. Any Record Change Fee must be paid by ☐ **None** ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** .

15.4. Local Transfer Tax. ☐ **The Local Transfer Tax** of % of the Purchase Price must be paid at Closing by ☐ **None** ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller.**

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐**None** ☐**Buyer** ☐**Seller** ☒**One-Half by Buyer and One-Half by Seller**. The Private Transfer fee, whether one or more, is for the following association(s): in the total amount of % of the Purchase Price or $.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $ for:
☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ and must be paid at Closing by ☐ **None** ☐**Buyer** ☐**Seller** ☒**One-Half by Buyer and One-Half by Seller**

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐**None** ☐**Buyer** ☐**Seller** ☒ **One-Half by Buyer and One-Half by Seller.**

15.8. FIRPTA and Colorado Withholding.

15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this

Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, ☐ **Other** .

16.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☒ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and . Association Assessments are subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and .

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of $ ***250.00*** per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

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

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

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Home Warranty. [Intentionally Deleted]

19.6. Risk of Loss – – Growing Crops The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for the growing crops.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies <u>unless the box in § 21.1.1. is checked</u>. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

27. NOTICE, DELIVERY AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or ***internet***.

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

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity**, **Insurability, Due Diligence and Source of Water**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

A. Seller shall pay a 3% real estate commission to RE/MAX Nexus, Agent Kristel Acre.

B. The vacant parcel located in Weld County will include all mineral and or applicable water rights associated with the subject property. A Vicinity Map illustrating the subject property is attached and referenced herein as Exhibit A and is also known as the Final PUD Plat.

C. Closing is conditional upon: Re: Paragraph 14 in Letter of Intent dated 4/12/2021: the Buyer shall agree to purchase the Property "As-Is". However, Seller shall be required to pay to bring water, sewer and dry utilities to the property and will fill property to grade. The Seller will deliver a "permit ready" lot at Closing. "Permit ready lot" shall mean and shall meet the following minimum requirements: a. All lot corners have been properly surveyed, staked, and pinned. b. Completion of the Installation of wet utilities such as water and sanitary sewer lines stubbed onto the lot a minimum of ten feet (10`) with all dry utilities such as electric power, natural gas and communication and cable lines run to the lot. The lot shall also be serviced by asphalt streets, curbs, gutters, sidewalks, street lights, street landscaping, and storm water collection facilities designed and installed per local City/Town/County regulations, so that Buyer may obtain a building permit upon submittal of appropriate building applications and fees to the City of Fort Lupton. c. All power has been activated and all utilities are substantially complete and ready for connection, permits and use. d. The approved Plat for the Subdivision has been recorded. e. All construction debris and stock piled material has been removed from the lot. f. Grading certification has been obtained, and to the best of Seller`s knowledge, the lot has been graded as provided in such certification and otherwise with the approved grading plan elevation. The lot will not contain more than 12 inches of non-structural fill or un-compacted soil. All structural fill that has been placed on the site has been compacted to current U.B.C. standards and local building code standards (95% compaction typically) and certified by a licensed geotechnical engineer as suitable for construction of the Library. Seller will provide to Buyer all documents evidencing or relating to the placement of any non-structural or other fill on any portion of the Property with Seller`s Documents. Storm and sanitary sewer systems shall be gravity flow away from the lot. g. Building permit may be applied for and Seller has made repairs necessary to all Subdivision improvements so that Buyer will obtain final certificate of occupancy, unless the failure to obtain such certificate of occupancy is a result of Buyer`s construction deficiencies. All public subdivision improvements that are dedicated or are to be dedicated to any public entity have been properly installed and all conditions of any development agreement or other agreement, which could result in the withholding, delay or denial of a building permit, if not satisfied, have been fully satisfied. Seller shall provide proof of completion of the items listed herein to the Buyers at least 15 days prior to closing.

D. Seller will provide Buyer with the Metro District documentation as part of the Association Documents required in Paragraph 7 above.

E. All closing fees, recording fees, document transfer taxes and other Escrow Fees would be paid equally by Seller and Buyer.

F. The above Earnest Money Deposit will be held by Land Title Company and applied to the Purchase Price at Closing. If during the Buyer`s Due Diligence period, Buyer provides notice to the Seller that it is going to terminate its intent to purchase, all funds held in Escrow shall be returned to the Buyer.

G. Buyer shall have ninety (90) calendar days from execution of the PSA to perform and complete any due diligence on the subject property that it deems necessary. Buyer shall have the right to terminate the PSA for any reason if the due diligence is not satisfactory for any reason in its sole discretion.

31. OTHER DOCUMENTS.

31.1. The following documents **are a part** of this Contract:

Exhibit A

31.2. The following documents have been provided but are **not** a part of this Contract:

SIGNATURES

Buyer: ____ Date: ______________

City of Fort Lupton and RE-8 Weld County School District
By Zo Stieber, Mayor, City of Fort Lupton

Buyer: ____ Date: ______________

City of Fort Lupton and RE-8 Weld County School District
By Alan J Kaylor, Superintendent of Schools, RE-8 Weld County School District

[NOTE: If this offer is being countered or rejected, do not sign this document.

Seller: ____ Date: ______________

FTL Land Assemblage, LLLP
By William Johanningmeier, President, JMeier, Inc

Seller: ____ Date: ______________

FTL Land Assemblage, LLLP
By Fred L. Croci, Manager, Croci Land Holdings, LLC

END OF CONTRACT TO BUY AND SELL REAL ESTATE

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32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction. ☐This is a **Change of Status**

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage** ☐ **Buyer** ☐ **Other .**

Brokerage Firm's Name: ***RE/MAX Nexus***
Brokerage Firm's License #: ***EC 100051228***

Kristel E Acre

______________________________________ Date: ***5/12/2021***

Broker's Name: ***Kristel E. Acre***
Broker's License #: ***FA 040022416***
Address: ***11409 Business Park Circle, Ste 200 Firestone, CO 80504***
Ph: ***303-845-2373*** Fax: ***720-247-9228*** Email Address: ***kacre@remax.net***

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33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Seller)

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction. ☐This is a **Change of Status.**

☐ **Customer**. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** .

Brokerage Firm's Name:
Broker ______________________________________ Date: ____________
Address: ***,***
Ph: Fax: Email Address:

CITY OF
Fort Lupton
EST 1836

City of Fort Lupton

130 S. McKinley Avenue
Fort Lupton, Colorado 80621
www.fortluptonco.gov

Office: 303-857-6694
Fax: 303-857-0351

May 11, 2021

FTL LAND ASSEMBLAGE, LLLP
1295 Main St. Unit 5
Windsor, CO 80550
Attn.: William "B.J." Johanningmeier

Re: TBD REYNOLDS vacant property
(LOT 13, BLOCK 5, LUPTON VILLAGE P.U.D.)

LETTER OF INTENT EXTENSION

This non-binding Letter of Intent ("LOI") is submitted by the undersigned, on behalf of the prospective Buyer for a portion of that real property ("Property") located in Fort Lupton, Colorado, described as:

LOT 13, BLOCK 5, LUPTON VILLAGE, P.U.D.
Weld County, Colorado.

1. *Buyer*
   City of Fort Lupton
   130 S. McKinley Avenue
   Fort Lupton, Colorado 80621
   Attn: Mr. Chris Cross, City Administrator

   RE-8 Weld County School District

2. *Seller*
   FTL LAND ASSEMBLAGE, LLLP
   1295 Main St. Unit 5
   Windsor, CO 80550
   Attn: William "B.J." Johanningmeier, President

3. *Acceptance of Letter of Intent*
   The date/deadline to enter into a PSA outlined in Paragraph 15 of the Letter of Intent dated April 12, 2021 is hereby extended to June 4, 2021.

Respectfully submitted,

CITY OF FORT LUPTON, as Buyer

By: ______________________ May 14, 2021
Date

Title: Zo Stieber, Mayor

RE-8 WELD COUNTY SCHOOL DISTRICT, as Buyer

By: Alan J. Kaylor 5/13/2021
Date

Title: Superintendent of Schools

Received and Accepted:

FTL LAND ASSEMBLAGE, LLLP, as Seller

BY: Realty Funding Source, LLC its General Partner

BY: JMeier, Inc., its
Manager

William "B.J." Johanningmeier 5-14-2021

BY: William "B.J." Johanningmeier, its President Date

and

BY: Croci Land Holdings, LLC its Manager

______________________ 5/14/21

BY: Fred L. Croci, its Manager Date

CITY OF FORT LUPTON
CITY COUNCIL

Zo Stieber, Mayor

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

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

IM 2021-002

Position Opening for Library Director

I. **Agenda Date:** June 1, 2021

II. **Attachments:** a. None

III. **Issue/Request:**

The current Library Director Sarah Frank has submitted her retirement date of July 9, 2021. With that announcement the City has begun the process of refilling the Director position. The timing of start dates for a new director will not be fully known until after an offer is made post process. To ensure continuity of operations an interim director will be appointed until the new director is able to start.

The estimated timeline of the process is up to three months. This position is a very unique one. We will be utilizing representatives from the city, school, library board and High Plains Library District to assist us in the process.

IV. **Legal/Political Considerations:**

None

V. **Alternatives/Options:**

1. N/A

VI. **Financial Considerations:**

The position is budgeted.

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

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

CITY OF
Fort Lupton
EST 1836

Upcoming Events

May 31, 2021	Memorial Day Service, 13750 County Rd. 12, 9:25 a.m. City Offices Closed in Observance of Memorial Day
June 8, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
June 15, 2021	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
June 29, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
July 4, 2021	Independence Day Celebration, Fort Lupton Recreation Center, 203 S. Harrison Ave. Noon-7:00 pm, Fireworks at Dark
July 5, 2021	City Offices Closed in Observance of Independence Day
August 20, 2021	Jacobs Golf Tournament, Coyote Creek Golf Course