



City of Fort Lupton

REGULAR MEETING AGENDA

Tuesday, June 15, 2021

7:00 PM

130 South McKinley Avenue

Zo Stieber, Mayor

Shannon Rhoda, Ward 1

Chris Ceretto, Ward 2

Mike Sanchez, Ward 3

David Crespino, 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 15, 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. June 1, 2021 City Council Meeting Minutes
- b. Second Reading Ordinance 2021-1111 An Ordinance of the City Council of Fort Lupton Accepting the Hunsul Development, LLC Public Right of Way Dedication for County Road 29
- c. Second Reading Ordinance 2021-1112 Adopt Ordinance 2021-1112 Rezoning Land Legally Described in Exhibit A, and Known as the Brandywine Farms Change of Zone, to the C-2 Heavy Commercial Zone District
- d. Second Reading 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
- e. Second Reading 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

- f. Second Reading 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
- g. Second Reading 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
- h. AM 2021-087 Adopt an Ordinance to Accept Public Right of Way From Sherri and Leonard Toews for 55.00-Feet of the Western Half of County Road 23
- i. AM 2021-091 Authorize the Mayor to Execute an Agreement to Waive the City's First Right of Refusal on the Lupton Meadows Storage and 150 Shares of Lupton Meadows Ditch Water
- j. AM 2021-092 Authorize the Lease Transfer of .5 Equivalent Colorado Big Thompson Water Units to the Windy Gap Firing Project

Action Memorandum

- a. AM 2021-083 Approval of a Resolution Approving the Reimbursement Agreement With Mountain Sky Metropolitan District for the FL Mountain Sky Off-Site Public Improvements
- b. AM 2021-088 Consideration of a Resolution Accepting an Annexation Petition for the Raterink Annexation Submitted by Virginia J. Raterink and George V. Raterink and to Set a Public Hearing Date for July 20, 2021
- c. AM 2021-089 Authorize the Mayor to Execute a Purchase Agreement With the FTL Land Assemblage LLLP and/or Assigns For \$850,000.00 for a New Building and Land for the Fort Lupton Public and School Library
- d. AM 2021-090 Approve a Resolution Consenting to the Inclusion of Certain Property Into the Boundaries of Lupton Village Residential Metropolitan District
- e. AM 2021-093 Accepting an Application and Approving a Resolution Establishing all of the City of Fort Lupton as the Neighborhood for the Application Submitted by 7-Eleven, Inc. DBA 7-Eleven Store 41743H for a Fermented Malt Beverage License at 641, 14th

Street and Setting a Public Hearing for July 20, 2021 for Consideration of the Application

- f.** AM 2021-094 Approving a Contract With the Circuit Clerk, LLC to Provide Municipal Services to the City for an Amount Not to Exceed \$5,000.00
- g.** AM 2021-095 Pay Operations Management International, Inc. CH2M Hill Engineers, Inc \$37,275.00 for Professional Services for the Development of a Request for Proposal (RFP) for Engineering Services for the Planning, Permitting, and Design of a Force Main and Lift Station to Convey Wastewater to the Metro Wastewater Reclamation District Regional Northern Plant
- h.** AM 2021-096 Pay Operations Management International, Inc. CH2M Hill Engineers, Inc \$112,500.00 for Professional Services for the Update to the City's Utility Plan Consistent with the Selected Alternative for Treatment Based Upon the Outcome of a Lift Station and Routing Study to be Completed by Others

Staff Reports

- a.** Police Department Monthly Report May 2021

Mayor/Council Reports

Future City Events

- a.** June 15, 2021 Upcoming Events

Adjourn



City of Fort Lupton

Check Report

By Check Number

Date Range: 06/02/2021 - 06/15/2021

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: Golf Course-Golf Course							
002254	ADIDAS AMERICA INC		06/08/2021	Regular	0.00	93.40	84415
6153607277	Invoice	06/01/2021	GOLF-MERCHANDISE-PRO SHOP		0.00	93.40	
000160	BREAKTHRU BEVERAGE GROUP		06/08/2021	Regular	0.00	185.21	84416
339659225	Invoice	06/01/2021	GOLF-ALCOHOLIC BEVERAGES-PRO...		0.00	185.21	
001715	BUFFALO BRAND SEED		06/08/2021	Regular	0.00	4,294.25	84417
21-03392-OP	Invoice	06/01/2021	GOLF-LAWN SEED-MAINT		0.00	4,294.25	
000183	CALLAWAY GOLF SALES COMPANY		06/08/2021	Regular	0.00	1,504.08	84418
933258023	Invoice	06/01/2021	GOLF-BALLS-PRO SHOP		0.00	1,107.66	
933271003	Invoice	06/01/2021	GOLF-GOLF CLUB-PRO SHOP		0.00	396.42	
000229	CINTAS FIRE PROTECTION		06/08/2021	Regular	0.00	383.29	84419
D51654927	Invoice	06/01/2021	GOLF-FIRE PROTECTION DEVICES-P...		0.00	383.29	
000239	CITY OF FORT LUPTON		06/08/2021	Regular	0.00	170.46	84420
FIN2021161	Invoice	06/01/2021	GOLF-STANDARD LTD/LIFE/AD&D INS..		0.00	170.46	
000241	CITY OF FT LUPTON-UTIL INVOICE		06/08/2021	Regular	0.00	514.49	84421
110249001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-Golf		0.00	351.73	
110252101 MAY..	Invoice	05/28/2021	Water/Sewer Bill-Golf		0.00	113.05	
770214501 MAY..	Invoice	05/28/2021	Water/Sewer Bill-Golf		0.00	49.71	
000361	DBC IRRIGATION SUPPLY		06/08/2021	Regular	0.00	1,996.68	84422
S4149131.003	Invoice	06/01/2021	GOLF-SUPPLIES-MAINT		0.00	1,996.68	
002723	EAGLE ROCK COMPANY OF COLO		06/08/2021	Regular	0.00	732.26	84423
7900135	Invoice	06/01/2021	GOLF-ALCOHOLIC BEVERAGES-PRO...		0.00	115.46	
7900138	Invoice	06/01/2021	GOLF-ALCOHOLIC BEVERAGES-PRO...		0.00	616.80	
001374	EPOCH EYEWEAR		06/08/2021	Regular	0.00	376.81	84424
INV-03674	Invoice	06/01/2021	GOLF-MERCHANDISE-PRO SHOP		0.00	376.81	
000567	HIGH COUNTRY BEVERAGE CORP		06/08/2021	Regular	0.00	1,021.65	84425
W-5980506	Invoice	06/01/2021	GOLF-ALCOHOLIC BEVERAGES-PRO...		0.00	90.00	
W-5981146	Invoice	06/01/2021	GOLF-ALCOHOLIC BEVERAGES-PRO...		0.00	808.05	
W-5981147	Invoice	06/01/2021	GOLF-ALCOHOLIC BEVERAGES- PRO..		0.00	123.60	
000735	LL JOHNSON DISTRIBUTING		06/08/2021	Regular	0.00	4,387.50	84426
1135002-00	Invoice	06/01/2021	GOLF-THATCHBACK/REDUCER-MAINT		0.00	4,387.50	
000944	REPUBLIC NATIONAL DISTRIBUTING CO L		06/08/2021	Regular	0.00	270.20	84427
6137566	Invoice	06/01/2021	GOLF-ALCOHOLIC BEVERAGES-PRO...		0.00	179.70	
6137567	Invoice	06/01/2021	GOLF-BEVERAGES-PRO SHOP		0.00	90.50	
000991	SCNS SPORTS FOODS INC		06/08/2021	Regular	0.00	86.40	84428
151101	Invoice	05/20/2021	GOLF-SNACKS-PRO SHOP		0.00	86.40	
000999	SHAMROCK FOODS COMPANY		06/08/2021	Regular	0.00	2,170.13	84429
22726756	Invoice	06/01/2021	GOLF-SNACKS/PREPACKAGED FOOD..		0.00	1,035.80	
22726757	Invoice	06/04/2021	GOLF-SNACKS/FOOD/BEVERAGES-P...		0.00	1,134.33	
001022	SOUTHERN GLAZER'S OF CO		06/08/2021	Regular	0.00	229.42	84430
2522875	Invoice	06/01/2021	GOLF-ALCOHOLIC BEVERAGES-PRO...		0.00	229.42	
001052	SWIRE COCA-COLA, USA		06/08/2021	Regular	0.00	291.55	84431

Check Report
Date Range: 06/02/2021 - 06/15/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
13921200056	Invoice	06/01/2021	GOLF-BEVERAGES-PRO SHOP	0.00	291.55	
001064	TAYLORMADE GOLF COMPANY INC	06/08/2021	Regular	0.00	222.74	84432
35045896	Invoice	06/01/2021	GOLF-BALLS-PRO SHOP	0.00	222.74	
001895	TERMINIX	06/08/2021	Regular	0.00	143.00	84433
408017863	Invoice	06/01/2021	GOLF-PEST CONTROL SERVICE-PRO..	0.00	143.00	
001183	WAXIE SANITARY SUPPLY	06/08/2021	Regular	0.00	27.89	84434
80043855	Invoice	06/01/2021	GOLF-GARBAGE BAGS-PRO SHOP	0.00	27.89	
001207	WESTERN DISTRIBUTING INC	06/08/2021	Regular	0.00	230.00	84435
638537	Invoice	06/01/2021	GOLF-ALCOHOLIC BEVERAGES-PRO...	0.00	230.00	
001137	UNITED POWER	06/15/2021	Regular	0.00	2,952.37	84436
1194602JUN21	Invoice	06/03/2021	United Power	0.00	778.68	
1195001JUN21	Invoice	06/03/2021	United Power	0.00	1,989.84	
1195701JUN21	Invoice	06/03/2021	United Power	0.00	138.92	
19595600JUN21	Invoice	06/03/2021	United Power	0.00	24.33	
6601202JUN21	Invoice	06/03/2021	United Power	0.00	20.60	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	34	22	0.00	22,283.78
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	34	22	0.00	22,283.78

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
000024	ACE HARDWARE OF FORT LUPTON	06/08/2021	Regular	0.00	6.99	69634
89034	Invoice	06/01/2021	UF-SNAP QUICK RND	0.00	6.99	
000034	ADT SECURITY SYSTEM	06/08/2021	Regular	0.00	122.40	69635
50576495MAY21	Invoice	06/01/2021	GF-SECURITY MONITORING 5/25-6/24..	0.00	122.40	
000037	ADVANCED URGENT CARE AND OCC MEI	06/08/2021	Regular	0.00	55.00	69636
69278	Invoice	06/01/2021	GF-DRUG SCREEN JADAME-HR	0.00	55.00	
000040	AFLAC	06/08/2021	Regular	0.00	2,105.10	69637
713796	Invoice	06/01/2021	GF-SUPP INS FOR MAY-HR	0.00	2,105.10	
000108	AUSMUS LAW FIRM PC	06/08/2021	Regular	0.00	1,200.00	69638
7157	Invoice	06/02/2021	GF-PROSECUTION SERVICES-COURT	0.00	1,200.00	
000182	CEM SALES & SERVICE INC	06/08/2021	Regular	0.00	1,893.50	69639
154141	Invoice	06/01/2021	REC-POOL/SPA BRIQUETTES	0.00	1,893.50	
000241	CITY OF FT LUPTON-UTIL INVOICE	06/08/2021	Regular	0.00	25,835.30	69640
110035001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	34.90	
110221001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	34.65	
110222001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	39.90	
110251001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	182.86	
330025001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	80.60	
330031001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	180.55	
330045001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	187.05	
330092001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	72.08	
330166001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	153.73	
330920000 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	34.65	
550055501 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	170.69	
550057001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	504.57	
550057601 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	3,148.79	
550057701 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	12,902.35	
660092001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	45.15	
770109501 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	34.65	
770116501 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	49.12	
770229001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	34.65	
770229501 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	230.01	
770229601 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	37.65	
770231101 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	34.65	
990004001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	34.68	
990004101 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	96.88	
990005001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	255.35	
990006001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	35.29	
990007001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	35.42	
990008001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	47.88	
990132001 MAY..	Invoice	05/28/2021	Water/Sewer Bill-City	0.00	7,136.55	
001526	CLEAR WATER SOLUTIONS INC	06/08/2021	Regular	0.00	8,000.00	69641
6359	Invoice	06/02/2021	UF-AWI Act Risk & Resilience Assessm...	0.00	8,000.00	
002651	COLORADO COMMUNITY MEDIA	06/08/2021	Regular	0.00	1,283.84	69642
26760	Invoice	06/01/2021	GF-LEGAL PUBLICATIONS	0.00	1,283.84	
002650	COLORADO EMERALD SOCIETY PIPES AN	06/08/2021	Regular	0.00	250.00	69643
5182021001	Invoice	06/01/2021	GF-2021 MEMORIAL DAY SERVICE	0.00	250.00	
000306	COMCAST BUSINESS	06/08/2021	Regular	0.00	2,123.15	69644
122783578	Invoice	06/01/2021	Comcast Phones	0.00	2,123.15	
000307	COMCAST CABLE COMM, LLC	06/08/2021	Regular	0.00	120.09	69645
606460159244J..	Invoice	06/01/2021	GF-JUNE21 FAX/INTOXILIZER-PD	0.00	120.09	

Check Report

Date Range: 06/02/2021 - 06/15/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002719	DAVID RIVAS ZUPANSKYJ	06/08/2021	Regular	0.00	250.00	69646
6321	Invoice	06/03/2021	GF-RESTITUTION E0020660-1	0.00	250.00	
000455	FASTENAL COMPANY 01COFTL	06/08/2021	Regular	0.00	135.20	69647
COFTL176254	Invoice	06/01/2021	GF-LIME PET TSHIRT-PARKS	0.00	32.24	
COFTL176383	Invoice	06/01/2021	GF-SAFETY GLASSES-PARKS	0.00	102.96	
002181	FRP APPAREL	06/08/2021	Regular	0.00	734.50	69648
8083	Invoice	06/01/2021	REC-TSHIRTS	0.00	734.50	
002674	HAYES POZNANOVIC KORVER, LLC	06/08/2021	Regular	0.00	10,506.00	69649
42707	Invoice	06/02/2021	SWTX-MAY21 LEGAL-WTP	0.00	10,506.00	
001851	IMA, INC	06/08/2021	Regular	0.00	12,115.96	69650
61780	Invoice	06/01/2021	UF-FLOOD INS JUL21-JUN22-WWTP	0.00	4,659.13	
61781	Invoice	06/01/2021	UF-FLOOD INS JUL21-JUN22-WWTP	0.00	7,456.83	
000676	KAREN L NEWLON	06/08/2021	Regular	0.00	100.00	69651
582021005	Invoice	06/01/2021	REC-WSI TRAINING	0.00	100.00	
000835	NEOGOV	06/08/2021	Regular	0.00	272.50	69652
INV-18039	Invoice	06/01/2021	GF-CANDIDATE TEX MSG FEB21-HR	0.00	272.50	
001643	PROCEDURE INC	06/08/2021	Regular	0.00	20,337.81	69653
1928	Invoice	06/02/2021	GF-MAY21 BLDG INSPECTIONS-PLA...	0.00	20,337.81	
002694	SYMMETRY ENERGY SOLUTIONS LLC	06/08/2021	Regular	0.00	1,962.32	69654
10510814	Invoice	06/01/2021	REC-NATURAL GAS	0.00	1,962.32	
001101	TODD HODGES DESIGN LLC	06/08/2021	Regular	0.00	5,837.51	69655
3327	Invoice	06/07/2021	GF-PLANNING SERVICES 5/24-6/6/21-...	0.00	5,837.51	
001105	TOSHIBA FINANCIAL SERVICES	06/08/2021	Regular	0.00	466.00	69656
444127179	Invoice	06/01/2021	Copier Lease	0.00	466.00	
001120	TRUDILIGENCE LLC	06/08/2021	Regular	0.00	266.94	69657
41026	Invoice	06/01/2021	GF-BACKGROUND CHECKS-HR	0.00	266.94	
001149	UTILITY NOTIFICATION CENTER	06/08/2021	Regular	0.00	357.72	69658
221050612	Invoice	06/01/2021	SSTX-MAY21 RTL TRANSMISSIONS-S...	0.00	357.72	
001963	WASTE CONNECTIONS OF COLO, INC	06/08/2021	Regular	0.00	103.44	69659
5247552	Invoice	06/01/2021	CEM-TRASH PICKUP	0.00	103.44	
001183	WAXIE SANITARY SUPPLY	06/08/2021	Regular	0.00	35.17	69660
80021739	Invoice	06/01/2021	CPR-FURNITURE POLISH-COM CTR	0.00	46.89	
80021739A	Credit Memo	06/01/2021	CPR-WOOD POLISH-COM CTR	0.00	-11.72	
001208	WHITE BEAR ANKELE TANAKA & WALDR	06/08/2021	Regular	0.00	138.38	69661
16213	Invoice	06/01/2021	GF-LUPTON VILLAGE SVC PLAN	0.00	138.38	
002757	ACE INDUSTRIAL SUPPLY INC	06/15/2021	Regular	0.00	215.00	69662
1978127	Invoice	06/01/2021	GF-BOSCH BLADES-PW SHOP	0.00	215.00	
000030	ADAMS COUNTY SHERIFF	06/15/2021	Regular	0.00	800.00	69663
392492	Invoice	06/01/2021	GF-RANGE TRAINING-PD	0.00	800.00	
000031	ADAMSON POLICE PRODUCTS	06/15/2021	Regular	0.00	1,779.95	69664
INV353093	Invoice	06/01/2021	GF-BOOTS-PD	0.00	134.95	
INV353238	Invoice	06/01/2021	GF-PANTS-PD	0.00	72.00	
INV353756	Invoice	06/01/2021	GF-UNIFORMS-PD	0.00	928.00	
INV353834	Invoice	06/01/2021	GF-UNIFORMS-PD	0.00	645.00	
000041	AGFINITY	06/15/2021	Regular	0.00	517.50	69665
H61061	Invoice	06/01/2021	GF-CHEMICALS-STREETS	0.00	344.50	

Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
H61297	Invoice	06/01/2021	GF-CHEMICAL-STREETS	0.00	173.00	
000048	AIRGAS USA LLC	06/15/2021	Regular	0.00	128.48	69666
9113827425	Invoice	06/01/2021	GF-GAS-PW SHOP	0.00	128.48	
001293	AMAZON.COM	06/15/2021	Regular	0.00	2,386.86	69667
164W-NGDV-M...	Invoice	06/07/2021	Amazon Order(s)	0.00	2,386.86	
1M3F-DXKQ-34...	Invoice	05/05/2021	GF-MEMORIAL VETERAN FLAGS-LEG...	0.00	12.76	
1Q43-9VWR-69...	Credit Memo	05/01/2021	GF-MEMORIAL VETERAN FLAGS-LEG...	0.00	-12.76	
001820	BADGER METER	06/15/2021	Regular	0.00	9,346.52	69668
1438204	Invoice	06/01/2021	UF-REPAIR-W LINES	0.00	6,349.28	
1439115	Invoice	06/01/2021	UF-REPAIR-W LINES	0.00	2,850.00	
80072963	Invoice	06/01/2021	SSTX-SERVICES-STREETS	0.00	147.24	
002777	BARB IRSIK	06/15/2021	Regular	0.00	195.00	69669
2006677.001	Invoice	06/01/2021	REC-SHELTER-ADMIM	0.00	195.00	
002737	BARBARA FIGG	06/15/2021	Regular	0.00	137.50	69670
2006675.001	Invoice	06/01/2021	REC-ROOM RENTAL-ADMIM	0.00	137.50	
000167	BRIGHTON FORD INC	06/15/2021	Regular	0.00	638.35	69671
304730	Invoice	06/01/2021	GF-VEHICLE MAINTENANCE-PD	0.00	572.44	
305099	Invoice	06/01/2021	GF-VEHICLE SERVICE-PD	0.00	65.91	
000230	CINTAS FIRST AID & SAFETY	06/15/2021	Regular	0.00	125.29	69672
5063333604	Invoice	06/01/2021	REC-FIRST AID	0.00	125.29	
002779	CODE-4 COUNSELING	06/15/2021	Regular	0.00	180.00	69673
913	Invoice	06/01/2021	GF-SERVICES-PD	0.00	180.00	
000268	COLORADO ANALYTICAL LAB	06/15/2021	Regular	0.00	46.00	69674
210507005	Invoice	06/01/2021	UF-WATER-W LINES	0.00	46.00	
000269	COLORADO ASPHALT SVCS	06/15/2021	Regular	0.00	4,412.80	69675
0057254	Invoice	06/01/2021	SWTX-ASPHALT-STREETS	0.00	1,236.20	
0057359	Invoice	06/01/2021	SSTX-ASPHALT-STREETS	0.00	1,701.00	
0057476	Invoice	06/01/2021	GF-REPAIR-STREETS	0.00	1,475.60	
002651	COLORADO COMMUNITY MEDIA	06/15/2021	Regular	0.00	246.08	69676
21903	Invoice	06/01/2021	GF-PUBLIC NOTICE-FIN	0.00	114.44	
23487	Invoice	06/01/2021	GF-PRESS-FIN	0.00	56.56	
24127	Invoice	06/01/2021	GF-PUBLIC NOTICE-LEGIS	0.00	75.08	
002647	COLORADO RANGERS LAW ENFORCEME	06/15/2021	Regular	0.00	3,900.00	69677
21-H80621	Invoice	06/30/2021	Rangers Annual Access Fee	0.00	3,900.00	
000307	COMCAST CABLE COMM, LLC	06/15/2021	Regular	0.00	980.04	69678
606460116038 ...	Invoice	06/01/2021	REC-PHONE SERVICE	0.00	219.64	
606460117309 ...	Invoice	06/01/2021	REC-CABLE	0.00	268.05	
606460124495 ...	Invoice	06/01/2021	CPR-CABLE JUN21-COM CTR	0.00	140.65	
606460147405 ...	Invoice	06/01/2021	CPR-PHONE-MUSEUM	0.00	177.04	
606460163725 ...	Invoice	06/01/2021	GF-PHONE-ADMIM	0.00	174.66	
001517	CORE&MAIN LP	06/15/2021	Regular	0.00	4,412.93	69679
N630200	Invoice	06/01/2021	UF-REPAIRS-W LINES	0.00	1,694.40	
N630214	Invoice	06/01/2021	UF-REPAIRS-W LINES	0.00	1,694.40	
O032611	Invoice	06/01/2021	UF-REPAIRS-W LINES	0.00	73.98	
O081753	Invoice	06/01/2021	UF-REPAIRS-W LINES	0.00	651.68	
O114492	Invoice	06/01/2021	UF-REPAIRS-W LINES	0.00	193.62	
O126297	Invoice	06/01/2021	UF-REPAIRS-W LIINES	0.00	104.85	
002780	DAVID PATRICK REISBECK	06/15/2021	Regular	0.00	38.22	69680
060921	Invoice	06/01/2021	GF-CDL PERMIT-STREETS	0.00	38.22	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000407	DXP ENTERPRISES INC	06/15/2021	Regular	0.00	39.96	69681
52169961	Invoice	06/01/2021	GF-REPAIR-STREETS	0.00	19.96	
52171435	Invoice	06/01/2021	GF-REPAIRS-STREETS	0.00	20.00	
000410	E-470 PUBLIC HIGHWAY AUTHORITY	06/15/2021	Regular	0.00	2.05	69682
2062618660	Invoice	06/01/2021	GF-TOLLS-STREETS	0.00	2.05	
000429	EMPIRE PORTABLE RESTROOMS	06/15/2021	Regular	0.00	1,910.75	69683
57439	Invoice	06/01/2021	GF-RESTROOMS-PARKS	0.00	507.00	
57567	Invoice	06/01/2021	GF-RESTROOMS-PARKS	0.00	109.95	
57573	Invoice	06/01/2021	CPR-RESTROOMS-COM CTR	0.00	494.80	
57747	Invoice	06/01/2021	CEM-RESTROOMS	0.00	799.00	
000431	EMPLOYERS COUNCIL SERVICES, INC	06/15/2021	Regular	0.00	1,400.00	69684
375881	Invoice	06/01/2021	GF-SURVEY-PD	0.00	1,400.00	
001766	ERIKS NORTH AMERICA INC	06/15/2021	Regular	0.00	36.00	69685
BN059120	Invoice	06/01/2021	UF-REPAIRS-S LINES	0.00	36.00	
000445	EWING IRRIGATION PRODUCTS INC	06/15/2021	Regular	0.00	83.85	69686
6938812	Invoice	06/01/2021	GF-LANDSCAPE-PARKS	0.00	83.85	
000455	FASTENAL COMPANY 01COFTL	06/15/2021	Regular	0.00	74.28	69687
COFTL175544	Invoice	06/01/2021	GF-REPAIRS-STREETS	0.00	62.86	
COFTL176066	Invoice	06/01/2021	UF-REPAIRS-W LINES	0.00	11.42	
000513	G & G EQUIPMENT	06/15/2021	Regular	0.00	483.00	69688
111858	Invoice	06/01/2021	GF-LANDSCAPE-PARKS	0.00	483.00	
000536	GOLF AND SPORT SOLUTIONS LLC	06/15/2021	Regular	0.00	3,620.00	69689
37362	Invoice	06/01/2021	Infield mix laser grade at Pearson	0.00	3,620.00	
002222	GREELEY LOCK & KEY	06/15/2021	Regular	0.00	1,215.16	69690
9819	Invoice	06/03/2021	Annual rec/senior center Brivo System [...]	0.00	1,215.16	
002448	HIGH PLAINS NEW HOLLAND	06/15/2021	Regular	0.00	799.94	69691
112554	Invoice	06/01/2021	GF-REPAIRS-STREETS	0.00	625.20	
PICPAK	Invoice	06/01/2021	GF-REPAIRS-STREETS	0.00	174.74	
000691	KONE INC	06/15/2021	Regular	0.00	140.80	69692
959882997	Invoice	06/01/2021	CPR-MAINTENANCE-COM CTR	0.00	140.80	
000714	LEGACY SCHOOL OF DANCE LLC	06/15/2021	Regular	0.00	525.00	69693
60921 MAYPA...	Invoice	06/01/2021	REC-DANCE	0.00	525.00	
001926	MAMMOTH CREATIVE	06/15/2021	Regular	0.00	595.00	69694
12GR-9161	Invoice	06/01/2021	GF-VEHICLE STICKERS-PD	0.00	435.00	
12GR-9208	Invoice	06/01/2021	GF-STICKERS-PD	0.00	160.00	
000811	MOTOROLA SOLUTIONS	06/15/2021	Regular	0.00	638.55	69695
1187048423	Invoice	06/01/2021	GF-SURVEILLANCE-PD	0.00	638.55	
000820	MUNICODE	06/15/2021	Regular	0.00	25.95	69696
355795	Invoice	06/01/2021	GF-SUPPLEMENT PAGES-CITY CL	0.00	25.95	
002243	NOCO MUNICIPAL CONSULTING LLC	06/15/2021	Regular	0.00	600.00	69697
18	Invoice	06/01/2021	SB/SF-MAY21 SHOOTING RANGE-MI...	0.00	600.00	
000865	OFFICE DEPOT	06/15/2021	Regular	0.00	90.51	69698
171933468001	Invoice	06/01/2021	GF-OFFICE SUPPLIES-COURT	0.00	51.18	
172228058001	Invoice	06/01/2021	GF-OFFICE SUPPLIES-COURT	0.00	30.73	
173187955001	Invoice	06/01/2021	GF-OFFICE SUPPLIES-PW SHOP	0.00	7.35	
173587981001	Invoice	06/01/2021	GF-OFFICE SUPPLIES-CITY CL	0.00	27.49	
173867685001	Credit Memo	06/01/2021	GF-OFFICE SUPPLIES-COURT	0.00	-26.24	
173874007001	Credit Memo	06/01/2021	GF-OFFICE SUPPLIES-COURT	0.00	-4.49	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
173877880001	Invoice	06/01/2021	GF-OFFICE SUPPLIES-COURT	0.00	4.49	
000862	O'REILLY AUTO PARTS	06/15/2021	Regular	0.00	756.09	69699
4489-293251	Invoice	06/01/2021	UF-VEHICLE MAINTENANCE-W LINES	0.00	118.64	
4489-293254	Invoice	06/01/2021	UF-VEHICLE MAINTENANCE-W LINES	0.00	24.69	
4489-293529	Invoice	06/01/2021	GF-VEHICLE MAINTENANCE-STREETS	0.00	33.45	
4489-295323	Invoice	06/01/2021	GF-MAINTENANCE-STREETS	0.00	155.16	
4489-295324	Invoice	06/01/2021	GF-MAINTENANCE-STREETS	0.00	2.27	
4489-295356	Invoice	06/01/2021	GF-MAINTENANCE-STREETS	0.00	239.99	
4489-295621	Invoice	06/01/2021	GF-MAINTENANCE-STREETS	0.00	154.44	
4489-296603	Invoice	06/01/2021	CEM-SPRAYER	0.00	27.45	
002265	QUADIENT FINANCE USA INC	06/15/2021	Regular	0.00	389.00	69700
MAY21	Invoice	06/01/2021	GF-POSTAGE-LEGIS	0.00	389.00	
000931	R & L TIRES	06/15/2021	Regular	0.00	20.00	69701
39658	Invoice	06/01/2021	UF-REPAIR-W LINES	0.00	20.00	
001656	RIVERDALE TREE SERVICES	06/15/2021	Regular	0.00	1,260.00	69702
502	Invoice	06/01/2021	GF-TREE TREATMENT-PARKS	0.00	1,260.00	
000975	SAFETY AND CONSTRUCTION	06/15/2021	Regular	0.00	478.75	69703
387	Invoice	06/01/2021	UF-MAINTENANCE-S LINES	0.00	478.75	
000990	SCIENTURFIC	06/15/2021	Regular	0.00	400.20	69704
T-121762	Invoice	06/01/2021	CEM-LANDSCAPE	0.00	323.16	
T-122036	Invoice	06/01/2021	CEM-MAINTENANCE	0.00	77.04	
002760	SMARTFORCE TECHNOLOGIES, CIN.	06/15/2021	Regular	0.00	9,500.00	69705
4072a	Invoice	06/01/2021	Scheduling, IA, Admin, Training Program	0.00	9,500.00	
001126	TYLER TECHNOLOGIES	06/15/2021	Regular	0.00	4,495.37	69706
130-120307	Invoice	06/07/2021	Tyler Technologies Maintenance	0.00	4,195.37	
25-336457	Invoice	06/01/2021	GF-STAFF DEVELOPMENT-FIN	0.00	300.00	
001137	UNITED POWER	06/15/2021	Regular	0.00	33,632.38	69707
10553102JUN21	Invoice	06/03/2021	United Power	0.00	22.48	
1195501JUN21	Invoice	06/03/2021	United Power	0.00	1,583.92	
1195603JUN21	Invoice	06/03/2021	United Power	0.00	61.68	
1196401JUN21	Invoice	06/03/2021	United Power	0.00	33.82	
1207701JUN21	Invoice	06/03/2021	United Power	0.00	21.05	
1223101JUN21	Invoice	06/03/2021	United Power	0.00	20.00	
1240301JUN21	Invoice	06/03/2021	United Power	0.00	186.31	
1241801JUN21	Invoice	06/03/2021	United Power	0.00	430.22	
1241903JUN21	Invoice	06/03/2021	United Power	0.00	110.72	
1276101JUN21	Invoice	06/03/2021	United Power	0.00	284.06	
1279801JUN21	Invoice	06/03/2021	United Power	0.00	24.72	
1295501JUN21	Invoice	06/03/2021	United Power	0.00	56.76	
1296101JUN21	Invoice	06/03/2021	United Power	0.00	175.68	
1299501JUN21	Invoice	06/03/2021	United Power	0.00	112.00	
1302801JUN21	Invoice	06/03/2021	United Power	0.00	1,609.22	
1302901JUN21	Invoice	06/03/2021	United Power	0.00	133.42	
1316801JUN21	Invoice	06/03/2021	United Power	0.00	67.38	
1322501JUN21	Invoice	06/03/2021	United Power	0.00	5,978.79	
1360303JUN21	Invoice	06/03/2021	United Power	0.00	32.17	
13842400JUN21	Invoice	06/03/2021	United Power	0.00	54.83	
14427100JUN21	Invoice	06/03/2021	United Power	0.00	170.52	
15232500JUN21	Invoice	06/03/2021	United Power	0.00	21.99	
17149700JUN21	Invoice	06/03/2021	United Power	0.00	52.04	
17761600JUN21	Invoice	06/03/2021	United Power	0.00	20.02	
17868800JUN21	Invoice	06/03/2021	United Power	0.00	20.00	
18057500JUN21	Invoice	06/03/2021	United Power	0.00	541.50	
18498400JUN21	Invoice	06/03/2021	United Power	0.00	157.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
18762100JUN21	Invoice	06/03/2021	United Power	0.00	70.60	
19545100JUN21	Invoice	06/03/2021	United Power	0.00	409.39	
20040100JUN21	Invoice	06/03/2021	United Power	0.00	228.84	
21675200JUN21	Invoice	06/03/2021	United Power	0.00	77.06	
21675300JUN21	Invoice	06/03/2021	United Power	0.00	50.22	
3399301JUN21	Invoice	06/03/2021	United Power	0.00	52.13	
6612303JUN21	Invoice	06/03/2021	United Power	0.00	21.07	
6779701JUN21	Invoice	06/03/2021	United Power	0.00	6,724.88	
704901JUN21	Invoice	06/03/2021	United Power	0.00	8,142.98	
7225800JUN21	Invoice	06/03/2021	United Power	0.00	21.41	
726705JUN21	Invoice	06/03/2021	United Power	0.00	20.00	
7280200JUN21	Invoice	06/03/2021	United Power	0.00	22.00	
733101JUN21	Invoice	06/03/2021	United Power	0.00	230.87	
762901JUN21	Invoice	06/03/2021	United Power	0.00	245.69	
803908JUN21	Invoice	06/03/2021	United Power	0.00	4,673.47	
8976200JUN21	Invoice	06/03/2021	United Power	0.00	659.47	
001156	VERIZON WIRELESS SVCS LLC	06/15/2021	Regular	0.00	4,398.63	69709
9880688613	Invoice	06/15/2021	Verizon Bill	0.00	4,398.63	
001174	WAGNER EQUIPMENT CO.	06/15/2021	Regular	0.00	401.64	69710
AGC042836	Invoice	06/01/2021	GF-REPAIR-STREETS	0.00	401.64	
001189	WELD COUNTY ACCTG DEPART	06/15/2021	Regular	0.00	4,783.66	69711
MAY21 FUEL C...	Invoice	06/01/2021	GF-FUEL-OMI	0.00	4,783.66	
002076	WELD COUNTY REGIONAL COMMUNICATI	06/15/2021	Regular	0.00	60.00	69712
102789	Invoice	06/01/2021	GF-PORTABLE RADIOS-PD	0.00	60.00	
001212	WILLIAMS AND WEISS CONSULTING	06/15/2021	Regular	0.00	5,625.00	69713
1520	Invoice	06/01/2021	2021 WATER ENGINEERING	0.00	5,625.00	
001217	WOHNRADE CIVIL ENGINEERS INC	06/15/2021	Regular	0.00	3,078.07	69714
2178	Invoice	06/01/2021	GF- 9th Street Design- Streets	0.00	3,078.07	
000119	BANK OF COLORADO	06/04/2021	Bank Draft	0.00	5,843.08	DFT0001667
INV0000980	Invoice	06/04/2021	HSA DISTRIBUTION	0.00	5,843.08	
000119	BANK OF COLORADO	06/04/2021	Bank Draft	0.00	668.54	DFT0001668
INV0000981	Invoice	06/04/2021	HSA DISTRIBUTION	0.00	668.54	
001416	VALIC_1	06/04/2021	Bank Draft	0.00	30,941.41	DFT0001669
INV0000982	Invoice	06/04/2021	VALIC - 457(b) \$ Contributions	0.00	30,941.41	
001265	IRS	06/04/2021	Bank Draft	0.00	52,410.27	DFT0001670
INV0000983	Invoice	06/04/2021	Federal Withholding	0.00	52,410.27	
001418	CO DEPARTMENT OF REVENUE	06/04/2021	Bank Draft	0.00	8,675.91	DFT0001671
INV0000984	Invoice	06/04/2021	CO Withholding	0.00	8,675.91	
000123	BANK OF COLORADO	06/08/2021	Bank Draft	0.00	64.02	DFT0001674
5292021	Invoice	05/29/2021	UF-MAY21 FDGL LEASE PMT-UB	0.00	64.02	
000309	COMDATA BUSINESSLINK	06/02/2021	Bank Draft	0.00	26,728.02	DFT0001676
622021	Invoice	06/02/2021	GF-PD CREDIT CARD CHARGES PAR...	0.00	26,728.02	
000432	EMPS	06/03/2021	Bank Draft	0.00	72.94	DFT0001677
632021A	Invoice	06/03/2021	UF-EMPS CREDIT CARD FEE MAY21-...	0.00	72.94	
000432	EMPS	06/03/2021	Bank Draft	0.00	2,224.70	DFT0001678
632021B	Invoice	06/03/2021	UF-EMPS DISCOUNT CREDIT CARD ...	0.00	2,224.70	
000432	EMPS	06/03/2021	Bank Draft	0.00	156.40	DFT0001679
632021C	Invoice	06/03/2021	UF-EMPS INTERCHANGE CREDIT CA...	0.00	156.40	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000465	FIRE & POLICE PENSION ASC	06/04/2021	Bank Draft	0.00	1,724.11	DFT0001680
642021	Invoice	06/04/2021	GF-FPPA PAYMENT FOR PAYROLL 6/...	0.00	1,724.11	
002555	OPENEDGE	06/02/2021	Bank Draft	0.00	881.79	DFT0001681
622021	Invoice	06/02/2021	GF-GLOBAL PAYMENTS CREDIT CAR...	0.00	881.79	
001265	IRS	06/09/2021	Bank Draft	0.00	84.26	DFT0001682
INV0000985	Invoice	06/09/2021	Federal Withholding	0.00	84.26	
001418	CO DEPARTMENT OF REVENUE	06/09/2021	Bank Draft	0.00	11.24	DFT0001683
INV0000986	Invoice	06/09/2021	CO Withholding	0.00	11.24	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	196	80	0.00	208,660.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	14	14	0.00	130,486.69
EFT's	0	0	0.00	0.00
	210	94	0.00	339,147.62

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	230	102	0.00	230,944.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	14	14	0.00	130,486.69
EFT's	0	0	0.00	0.00
	244	116	0.00	361,431.40

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	6/2021	22,283.78
999	POOLED CASH/CONSOLIDATED CASH	6/2021	339,147.62
			361,431.40

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 1, 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, June 1, 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 Shannon Rhoda, Chris Ceretto, Tommy Holton and Michael Sanchez. Councilmember David Crespin participated by remotely through GoToWebinar.

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, and Finance Director, Leann Perino.

PERSONS TO ADDRESS COUNCIL

Melissa Rickman, Restaurant Owner of Wholly Stromboli, provided a presentation of curb cut concerns on the north side of her building. Mrs. Rickman explained her patio project and displayed a picture of the north side of her building. The alley has a pan/curb cut from Denver Avenue to the alleyway. With the current configuration, the curb cut/alley pan begins well to the south of the property line, which causes a good portion of the alley-pan to be contiguous with her property. Mrs. Rickman stated that northbound vehicles often 'cut the corner' into the alleyway. Once the Wholly Stromboli patio structure is in place, this de facto traffic pattern will put the patio structure at risk of being collided with. There have been conversations with City Staff regarding Mrs. Rickman's concerns and possible solutions. Mrs. Rickman proposed that, as part of the concrete work for the patio structure, she engage her concrete contractor to do the curb cut work at the same time to both realize some cost savings by including it in an already in-progress project as well as expedite the completion of the curb cut work. Mrs. Rickman would be willing to fund that portion of the work up front and then ask for repayment from the City either as a direct repayment, or via abatement of her future planning/building permit fees. The City Council stated they would consider the options and obtain guidance from staff on cost analysis.

APPROVAL OF AGENDA

It was moved by Tommy Holton and seconded by Shannon Rhoda to approve the Agenda as presented. Motion passed unanimously on roll call vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the June 1, 2021, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 1, 2021

It was moved by Michael Sanchez and seconded by Shannon Rhoda to approve the Consent Agenda as presented with the following items: April 27, 2021, City Council Special Meeting Minutes, May 18, 2021, City Council Meeting Minutes, Authorize the Mayor to Execute an Agreement to Lease 200 Equivalent Colorado Big Thompson Water Units to Platte River Power Authority (AM 2021-084), 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 (AM 2021-085), Approve Resolution 2021R034 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 (AM 2021-082). Motion passed unanimously on roll call vote.

ACTION AGENDA

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

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.

Purchasing property to build a public facility will enable the library to better serve and protect the public and school students. Several possible locations were examined and after careful review the location was determined as the Lupton Village parcel. The cost of the parcel is \$850,000.

A Letter of Intent, "LOI", was signed by both the School District and City for this property. This LOI was extended to June 4, 2021 at which time a Purchase of Sale Agreement needs to be signed or the property could go to another interested party.

The Re-8 School District has been given the option to also sign the Purchase of Sale Agreement and is expected to vote on this issue on June 3, 2021. If the school 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 property, however the Purchase and Sale Agreement can be amended to have the City as the sole signer if necessary should Re-8 School District decide they do not need to sign or delay their action. An assignment clause has been added to the Purchase and Sale Agreement to allow flexibility for the School District's schedule.

The City Attorney stated that 30H assignability allows the buyer to assign the contract and add the school district as a signatory for closing, providing for additional flexibility for their timing. There is a 90 day due diligence period where the City may terminate for no reason. The library board attorney is in agreement with the contract as well.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 1, 2021

Shannon stated, if the school wants to be involved they would need to approach and state it before closing.

Discussion occurred between the City Attorney, Councilmember Holton, Finance Director, Leann Perino and the Library Director, Sarah Frank, over whether the library board was their own entity. The City Attorney stated that the library board is not corporate entity and all finances are paid by the City.

Councilmember Tommy Holton stated that he doesn't agree with the way the library is being operated; that was not the way it was set up and someone changed the way it was being operated. The City Attorney and Mr. Holton discussed the Intergovernmental Agreement that was signed by Mr. Holton when he was Mayor.

Councilmember Shannon Rhoda made a call to question.

It was moved by Shannon Rhoda and seconded by Chris Ceretto to approve Tommy Holton abstained.

INFORMATION AGENDA

IM 2021-002 Position Opening for Library Director

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 filling 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 approximately three months. Representatives from the City, school, library board and High Plains Library District will be assisting in the process.

STAFF

Chris Cross stated that the next Town Hall would be on June 29, 2021, with various items. There will be no Town Hall on June 22, 2021.

Glenda McCarroll stated that a letter was sent to DOLA outlining projects to be considered during the congregational spending project for 2022. The City is asking the federal government to pay for intersection to metro and the wastewater lift station. Also Mark Thomas, from Northern Front Range Water Quality, will provide information on the 208 plan at the next Town Hall meeting.

Mari stated that emails came in regarding marijuana and those have been emailed to Council. Also the day of Memorial Day services was a rainy one, but once it stopped raining the morning turned out for beautiful service.

MAYOR/COUNCIL REPORTS

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 1, 2021**

There were no reports from the Mayor or Council.

FUTURE CITY 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

ADJOURNMENT

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

Respectfully Submitted,

Maricela Peña, City Clerk

Approved by City Council

Zo Stieber, Mayor

ORDINANCE NO. 2021-1111

INTRODUCED BY: BRUCE FITZGERALD

AN ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE HUNSUL DEVELOPMENT, LLC PUBLIC RIGHT OF WAY DEDICATION FOR COUNTY ROAD 29 LOCATED IN THE SOUTHEAST ¼ OF NORTHEAST ¼ OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 18th DAY OF MAY 2021.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 18th day of May 2021.

PUBLISHED in the Fort Lupton Press the 26th day of May 2021.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 15th day of June 2021.

PUBLISHED BY TITLE ONLY the 23rd day of June 2021.

EFFECTIVE (after publication) the 23rd day of July 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ORDINANCE NO. 2021-1112

INTRODUCED BY: CHRIS CERETTO

ADOPT ORDINANCE 2021-1112 REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE BRANDYWINE FARMS CHANGE OF ZONE, TO THE C-2 HEAVY COMMERCIAL ZONE DISTRICT.

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

WHEREAS, under the procedures detailed in Section 16-9 of the Fort Lupton Municipal Code, the Applicants, Leonard Toews and Sherri Toews, submitted a request to rezone 33.04± acres of land more particularly described in Exhibit A.

WHEREAS, the Planning Commission held a public hearing on the zone request on May 13, 2021, and has provided City Council with Resolution No. P2021-013 recommending approval of the rezoning of land described in Exhibit A to the C-2 Heavy Commercial Zone District, with all the uses-by-right allowed in said district.

WHEREAS, the City Council, after public notice and hearing, and consideration of the Planning Commission recommendation, declares that the official zoning map be amended to reflect the change of zone on the property described in Exhibit A of this Ordinance to the C-2 Heavy Commercial Zone District, and that this Ordinance is hereby approved.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 18th day of May, 2021.

PUBLISHED in the Fort Lupton Press the 26th day of May 2021.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 15th day of June 2021.

PUBLISHED BY TITLE ONLY the 23rd day of June 2021.

EFFECTIVE (after publication) the 23rd day of July 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

PROPERTY DESCRIPTION

LOT 1, BRANDYWINE FARMS MINOR SUBDIVISION

ORDINANCE NO. 2021-1113

INTRODUCED BY: MICHAEL SANCHEZ

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 18th day of May 2021.

PUBLISHED in the Fort Lupton Press the 26th day of May 2021.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 15th day of June 2021.

PUBLISHED BY TITLE ONLY the 23rd day of June 2021.

EFFECTIVE (after publication) the 23rd day of July 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ORDINANCE NO. 2021-1114

INTRODUCED BY: MICHAEL SANCHEZ

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 18th day of May 2021.

PUBLISHED in the Fort Lupton Press the 26th day of May 2021.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 15th day of June 2021.

PUBLISHED BY TITLE ONLY the 23rd day of June 2021.

EFFECTIVE (after publication) the 23rd day of July 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ORDINANCE NO. 2021-1115

INTRODUCED BY: MICHAEL SANCHEZ

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 18th day of May 2021.

PUBLISHED in the Fort Lupton Press the 26th day of May 2021.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 15th day of June 2021.

PUBLISHED BY TITLE ONLY the 23rd day of June 2021.

EFFECTIVE (after publication) the 23rd day of July 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ORDINANCE NO. 2021-1116

PRESENTED BY: TOMMY HOLTON

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 18th day of May 2021.

PUBLISHED in the Fort Lupton Press the 26th day of May 2021.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 15th day of June 2021.

PUBLISHED BY TITLE ONLY the 23rd day of June 2021.

EFFECTIVE (after publication) the 23rd day of July 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2021-087

**ADOPT AN ORDINANCE TO ACCEPT PUBLIC RIGHT OF WAY FROM SHERRI AND LEONARD
TOEWS FOR 55.00-FEET OF THE WESTERN HALF OF COUNTY ROAD 23**

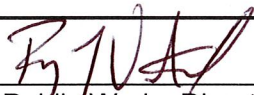
I. **Agenda Date:** Council Meeting – June 15, 2021

II. **Attachments:** a. Proposed Ordinance
b. Dedication of ROW

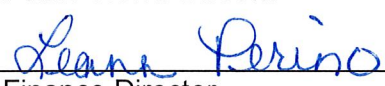
III. **Summary Statement:**

To accept the dedication of a 55.00-foot wide public Right of Way located west of the centerline of CR 23 (Section Line) approximately 1,081-feet along the frontage of the Brandywine Farms property, in the East ½ of Northeast ¼ of Section 2, Township 1 North, Range 67 West from Sherri and Leonard Toews.

IV. **Submitted by:**


Public Works Director

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The Brandywine Farms property was required to dedicate Right of Way along CR 23 as part of the planning process (Project No. LUP2021-0010, MSD2021-0001 and COZ2021-002.) approved with Resolution No. 2021R032 on May 18, 2021.

CR 23 existing Right of Way is 60-feet. CR 23 is designated as an arterial with a future ROW requirement of 110-feet. The property description was written to the section line (centerline of roadway). The half ROW dedication to section line was required for 55-feet along the property frontage.

X. Legal/Political Considerations:

Not Applicable.

XI. Alternatives/Options:

- *Accept Dedication*
- *Do nothing*

XII. Financial Considerations:

Not applicable.

XIII. Staff Recommendation:

City staff recommends acceptance of the public Right-of-Way from Sherri and Leonard Toews.

ORDINANCE NO. 2021-xxxx

INTRODUCED BY:

**AN ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE
SHERRI AND LEONARD TOEWS PUBLIC RIGHT OF WAY DEDICATION FOR
COUNTY ROAD 23 LOCATED IN THE EAST ½ OF NORTHEAST ¼ OF SECTION 2,
TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
WELD COUNTY, COLORADO.**

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

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

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

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 15th DAY OF JUNE 2021.

**INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED
PUBLISHED** this 15th day of June 2021.

PUBLISHED in the Fort Lupton Press the 23th day of June 2021.

**FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE
ONLY** this __ day of __ 2021.

PUBLISHED BY TITLE ONLY the _____ day of _____ 2021.

EFFECTIVE (after publication) the _ day of _ 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

DEDICATION OF PUBLIC RIGHT OF WAY

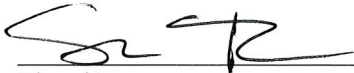
The undersigned being the fee simple owner of all the real estate described herein, for good and valuable consideration, does hereby grant and dedicate to the City of Fort Lupton, Weld County, Colorado, on and behalf of and for the public, for use as right-of-way for public purposes, the following described real estate situated in Weld County, Colorado, the portion of County Road 23 right of way being dedicated is described on page 1 of the attached Exhibit A and further shown on page 2 of Exhibit A, the sketch.

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

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

THIS RIGHT OF WAY CREATED AND GRANTED THIS 7 DAY OF June, 2021.

LAND +OWNER/GRANTOR:

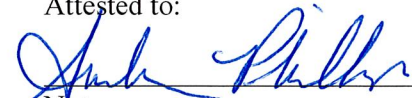


Sherri Toews



Leonard Toews

Attested to:



Notary

STATE OF COLORADO)
)SS.
COUNTY OF WELD)

Subscribed and sworn to before me this 7 day of June, 2021 by Sherri Toews and Leonard Toews

Witness my hand and official seal.



NOTARY PUBLIC

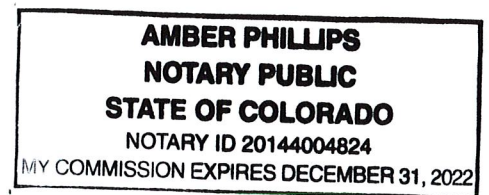


EXHIBIT 'A'

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2 TO BEAR NORTH 00°00'00" EAST, AS MONUMENTED BY A 3/4" REBAR WITH A 2" ALUMINUM CAP LS 25937 ON THE NORTH, AND BY A 3/4" REBAR WITH A 2" ALUMINUM CAP LS 25937 IN A RANGE BOX ON THE SOUTH, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2 NORTH 00°00'00" EAST, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING COINCIDENT WITH SAID EAST LINE NORTH 00°00'00" EAST, A DISTANCE OF 1049.72 FEET; THENCE NORTH 89°24'51" WEST, A DISTANCE OF 55.00 FEET; THENCE PARALLEL WITH AND 55.00 FEET WEST OF SAID EAST LINE SOUTH 00°00'00" WEST, A DISTANCE OF 1081.65 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE HIGHWAY NO. 52; THENCE COINCIDENT WITH SAID NORTHERLY RIGHT OF WAY NORTH 45°36'09" EAST, A DISTANCE OF 45.14 FEET; THENCE CONTINUING COINCIDENT WITH SAID NORTHERLY RIGHT OF WAY SOUTH 89°26'53" EAST, A DISTANCE OF 22.75 FEET TO THE POINT OF BEGINNING, CONTINING 1.34 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO.

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



EXHIBIT 'A'

NORTHEAST CORNER SECTION 2.
FOUND 3/4" REBAR WITH 2"
ALUMINUM CAP LS 25937.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N89°24'51"W	55.00'
L2	N45°36'09"E	45.14'
L3	S89°26'53"E	22.75'
L4	N00°00'00"E	110.00'

PARCEL NO. 146902100005



HIGHWAY 52

LEGEND:

● = INDICATES CHANGE IN DIRECTION ONLY.

S00°00'00"W 1081.65'
1.34 ACRES +/-
N00°00'00"E 1049.72'

N00°00'00"E 2745.73'
BASIS OF BEARING

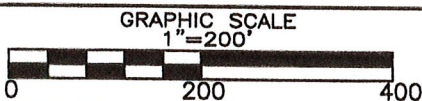
COUNTY ROAD 23

POINT OF BEGINNING

POINT OF COMMENCEMENT

EAST 1/4 CORNER SECTION 2.
FOUND 3/4" REBAR WITH 2"
ALUMINUM CAP LS 25937.

(Page 2 of 2)



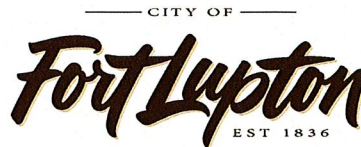
DRAWN BY: MRH
FIELD: MRH
JOB:21-246

COUNTY ROAD 23
RIGHT OF WAY DEDICATION



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

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2021-091

**AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT TO WAIVE THE CITY'S FIRST RIGHT
OF REFUSAL ON THE LUPTON MEADOWS STORAGE AND 150 SHARES OF LUPTON
MEADOWS DITCH WATER**

I. **Agenda Date:** Council Meeting – June 15, 2021

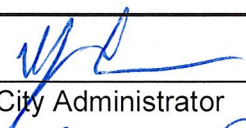
II. **Attachments:**

- a. Agreement with Majestic Opportunities, LLC
- b. Annex Agreement Lupton Meadows

III. **Summary Statement:**

The City of Fort Lupton obtained right of first refusal for the storage and water rights to be sold off this property during the annexation in 2017. After evaluation from staff and consultants it has been measured to not be a good fit for the City at this time and an acceptable waiver opportunity.

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 obtained right of first refusal for the storage and water rights to be sold off this property during the annexation in 2017. After evaluation from staff and consultants it has been measured to not be a good fit for the City at this time and an acceptable waiver opportunity. The range of cost for the 1600 to 1800-acre foot of storage and 150 shares of the Lupton Meadows Ditch Water would be in the \$8 to \$9-million-dollar range.

X. Legal/Political Considerations:

The City can exercise its right of first refusal under the Agreement, which would entail financial considerations

The City can choose not to exercise its right of first refusal and then said right would be waived.

XI. Alternatives/Options:

- *Approve but only release portion and buy*
- *Not approve and buy*

XII. Financial Considerations:

Refusal would have no impact on the budget as no cost would be expended.

XIII. Staff Recommendation:

Staff recommends authorization by the Mayor to execute the agreement waiving the first right of refusal.

When Recorded, Mail to:
Holland & Hart LLP
1800 Broadway, Suite 300
Boulder, CO 80302
Attention: Kylie J. Crandall, Esq.

WAIVER OF RIGHTS OF FIRST REFUSAL

This WAIVER OF RIGHTS OF FIRST REFUSAL (this “***Waiver***”) is made this ____ day of _____, 2021, by THE CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (the “***City***”).

RECITALS:

A. The City is a party to that certain Lupton Meadows Annexation (Project No. ANX2016-003) Annexation Agreement by and between the City and Majestic Opportunities, LLC, a Colorado limited liability company (the “***Agreement***”) with respect to certain real property owned by Majestic, the portions of which that are the subject of this Wavier as legally described on **Exhibit A** attached hereto (the “***Property***”).

B. Pursuant to Section 15 of the Agreement, Majestic granted the City “a forty-five (45) day first right of refusal on any water rights or ditch shares proposed to be sold by [Majestic]” (the “***Water Rights ROFR***”).

C. Pursuant to Section 16 of the Agreement, Majestic granted the City “a forty-five (45) day first right of refusal on the purchase of the Property for water storage if the final reclamation of the Property is to be a water-storage reservoir” (the “***Real Property ROFR***” and, together with the Water Rights ROFR, the “***Rights of First Refusal***”).

D. Pursuant to that certain Contract to Buy/Sell Real Estate dated April 13, 2021 (as amended, the “***Sale Contract***”) between Majestic as seller and Platte Land & Water LLC as buyer (together with its successors/ assigns, “***Buyer***”), Majestic has committed to transfer the portion of the Property to Buyer legally described on **Exhibit B** attached hereto (the “***Sale Property***”).

E. At the request of Majestic and Buyer, the City desires to enter into this Waiver to waive its Rights of First Refusal with respect to the Sale Property.

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

1. Recitals/Defined Terms. The foregoing Recitals and all terms defined therein are incorporated herein for all purposes.

2. Waiver of Water ROFR. The City hereby waives its Water Rights ROFR including, without limitation, with respect to: (i) any deeded water rights to be transferred to Buyer with the Sale Property; (ii) the 150 shares of capital stock of the Lupton Meadows Ditch Company that are to be transferred to Buyer pursuant to the Sale Contract; and (iii) any well rights and water and sewer taps to be transferred to Buyer pursuant to the Sale Contract.

3. Waiver of Real Property ROFR. The City hereby waives its Real Property ROFR.

4. Reliance. The City acknowledges and agrees that Majestic, any of its affiliates, Buyer, any of its affiliates, and any other party to which Buyer or its affiliates may further convey any of the Sale Property may rely on this Waiver.

5. No Other Waivers or Changes. Except for the waivers of Sections 2 and 3 of the Agreement set forth herein, the Agreement remains unchanged and in full force and effect, including without limitation, the obligation set forth in Section 18 of the Agreement.

6. Binding Effect. This Waiver shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Counterparts/Signatures. This Waiver may be executed and delivered in counterparts, and signatures hereon may be delivered by facsimile or electronic mail, which shall be deemed originals for all purposes.

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

EXHIBIT A

Property Legal Description

LOTS 1, 2, 3 AND 4, AMENDED PLAT OF THE RESUBDIVISION OF LOTS 1, 2 & 3, LUPTON MEADOWS LAND COMPANY MAP OF DIVISION NO. 1 OF SECTION 13 AND OF THOSE PARTS OF LOTS 1, 2, 3 AND 4 OF THE NORTHWEST QUARTER OF SECTION 18 OF THE LUPTON MEADOWS LAND COMPANY MAP OF DIVISION NO. 1 LYING WESTERLY OF THE CENTERLINE OF THE SOUTH PLATTE RIVER, RECORDED APRIL 4, 2017 AS RECEPTION NO. 4293738, OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH HALF (N 1/2) OF SECTION THIRTEEN (13), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), AND THE NORTHWEST QUARTER (NW 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.

EXHIBIT B

Sale Property Legal Description

LOTS 2, 3, AND 4, AMENDED PLAT OF THE RESUBDIVISION OF LOTS 1, 2 & 3, LUPTON MEADOWS LAND COMPANY MAP OF DIVISION NO. 1 OF SECTION 13 AND OF THOSE PARTS OF LOTS 1, 2, 3 AND 4 OF THE NORTHWEST QUARTER OF SECTION 18 OF THE LUPTON MEADOWS LAND COMPANY MAP OF DIVISION NO. 1 LYING WESTERLY OF THE CENTERLINE OF THE SOUTH PLATTE RIVER, RECORDED APRIL 4, 2017 AS RECEPTION NO. 4293738, OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH HALF (N 1/2) OF SECTION THIRTEEN (13), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), AND THE NORTHWEST QUARTER (NW 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.

EXCEPTING THEREFROM:

WELD COUNTY ROAD 25 RIGHT-OF-WAY DEDICATED BY LUPTON MEADOWS ANNEXATION NO. 6.

16672693_v4



Planning & Building

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

LUPTON MEADOWS ANNEXATION
(PROJECT NO. ANX2016-003)
ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of February, 2017, by and between Majestic Opportunities, LLC (“Owner”) and the City of Fort Lupton (“Fort Lupton” or “City”), a municipal corporation of the State of Colorado (collectively, the “Parties”).

WITNESSETH:

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

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

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

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

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

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

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

1. **Maps and Surveys.** Owner agrees to execute, promptly upon request of Fort Lupton, any and all maps, surveys, engineering, master planning, annexation impact reports and public notice and other documents necessary to finalize the annexation of the Property and the other provisions of this Agreement.
2. **Exclusivity.** Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon request of Fort Lupton.
3. **Fees.** Owner agrees to pay Fort Lupton an annexation fee in the amount of \$2,316.
4. **Resolution of Substantial Compliance.** Fort Lupton shall act upon the annexation petition on December 5, 2017 and shall set a public hearing for February 6, 2017, unless Owner consents to later action.
5. **Zoning.** Parties recognize that it is necessary by State law to zone the Property within 90 days of annexation. Owner has submitted a request to zone the Property Agricultural and the City will act upon this request following a public hearing on February 6, 2017. The Parties recognize that it is the intent and desire of Owner to develop the Property in a manner consistent with the zoning requested and that the granting of such zoning by Fort Lupton is a condition to annexation of the Property. Owner shall take all actions necessary to permit zoning by Fort Lupton of the annexed Property within the time prescribed by State statutes.
6. **Rights-of-Way and Easements.** Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the City, easements and rights-of-way for streets and other public ways and for other public purposes, as required by City master plans, ordinances, and resolutions. Such dedications shall occur immediately upon request of the City, except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the City specifies another time.
7. **Streets.** Owner agrees to design, improve, and provide signage, lighting, and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Fort Lupton, to dedicate to Fort Lupton any or all other required improvements. Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development and/or subdivision of the Property.

In the event traffic numbers and usage significantly exceed those represented by Owner and relied upon by the City for compilation of the traffic study applicable to this project, future improvements to the truck routes may be required by the City for reasons related to site activity or truck circulation patterns and numbers, roadway classification changes and newly permitted facilities affecting the truck haul route traffic usage. Owner shall pay a proportionate cost share of future improvements not described herein based on the Owner's percentage of truck total trips using the current data on the haul route in comparison to the numbers and usage represented by Owner in compilation of the traffic study. After execution of this Agreement, the City may retain a third party traffic study consultant to evaluate traffic data usage by Owner and provide said study to Owner prior to the imposition of any costs stated herein.

8. **Compliance with Master Plans.** Owner agrees that future development of the Property will comply with any adopted infrastructure plans, including but not limited to, transportation, drainage, water, sewer, land use and comprehensive plans.
9. **Special Improvement Districts.** If requested by Fort Lupton, Owner agrees to include the Property in one or more special improvement districts or other mechanisms established by Fort Lupton for making improvements to streets and other public ways, or for making other public improvements authorized by law, and Owner hereby appoints the City Administrator of Fort Lupton as Owner's attorney-in-fact for the purpose of executing all documents determined by Fort Lupton to be necessary for such inclusion. If requested by Owner, Fort Lupton agrees to consider the establishment of one or more special improvement districts for making such improvements.
10. **Compliance with Ordinances, Resolutions and Standards.** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that Owner shall comply with, all City ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to subdivision, zoning, storm drainage, utilities, and flood control.
11. **Limitations.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.
12. **Disconnection.** No right or remedy of disconnection of the Property from the City shall accrue from this Agreement, other than that provided by applicable State laws. In the event the Property or any portion thereof is disconnected at Owner's request, Fort Lupton shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.
13. **Severability.** The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any

law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

14. **Municipal Services.** Fort Lupton agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City, which services include, but are not limited to, police protection and water and sewer services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the Property is presently included within the boundaries of and is entitled to receive such services from the Fort Lupton Fire Protection District.
15. **Existing Water Rights.** Fort Lupton acknowledges that Owner's underground water rights are limited to certain wells located on or adjacent to the Property. Fort Lupton agrees that Owner shall retain all irrigation well rights and ditch shares associated with the Property; however, it is agreed that the City shall have a forty-five (45) day first right of refusal on any water rights or ditch shares proposed to be sold by the Owner. In the event that Owner conveys its water rights to Fort Lupton, Owner shall convey all pertinent easements for access, use, maintenance and repair.
16. **Water-Storage Reservoir.** The Owner grants to the City to have a forty-five (45) day first right of refusal on the purchase of the Property for water storage if the final reclamation of the Property is to be a water-storage reservoir.
17. **Future Conveyance of Water Rights.** In accordance with Fort Lupton Municipal Code Section 13-122, Owner agrees to convey to the City all water rights necessary for development, and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related hereto paid in full, but the City retains the right to require cash in lieu thereof. Water rights may be conveyed on a pro-rata basis as the Property develops.

Owner hereby acknowledges its receipt of a copy of Fort Lupton Municipal Code Section 13-122 concerning City policy with respect to the dedication of water rights, or cash in lieu, to the City in connection with annexations, and agrees to comply with such resolutions and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the subject Property.

18. **Parks and Public Lands.** Owner agrees to dedicate to the City, or pay cash in lieu of land, areas to be used for public purposes if required by City at the time of platting. Owner will cooperate with the City concerning a potential trail corridor through a portion of the property located adjacent to the river. The trail corridor shall be protected through an easement or through land dedication to the City. Lands dedicated shall be acceptable to City and shall comprise six (6) percent of gross residential and two (2) percent of gross non-residential land. All dedicated lands shall be platted by the Owner in accordance the



City's subdivision regulations. Owner agrees to pay to City at the time of building permit any applicable park development fees as enacted by City Council by ordinance.

19. **Cooperation.** The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
20. **Amendments.** This Agreement may be amended with the written consent of the City and Owner of the Property. Such amendments shall be in writing, shall be recorded with the County Clerk of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.
21. **Sole Agreement.** This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.
22. **Liability.** Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the Property, or which are in any manner connected with Fort Lupton's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the City's option to pay the attorney's fees for defense counsel of the City's choice for any such liability, claims, or demands.
23. **"Owner" Defined.** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original Parties thereto.
24. **External References.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policies are incorporated herein by reference, and the Parties agree that amendments or revisions thereto shall be binding upon Owner.
25. **Transferability.** This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land.
26. **Recording.** This Agreement shall be recorded with the County Clerk of Weld County, Colorado, at Owner's expense.

27. **Enforcement.** Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
28. **Termination.** This Agreement shall be null and void if the City fails to approve the annexation of the Property.
29. **No Assurance of Annexation.** The Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the Fort Lupton City Council. No assurances of annexation or zoning have been made or relied upon by Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by the Owner, or disconnection from the City in accordance with State law, as may be appropriate.
30. **Inclusion in NCWCD.** The Owner consents to petition for inclusion into the Northern Colorado Water Conservancy District sub-district pursuant to Section 97-45-136 (3.6) C.R.S. and to pay the appropriate inclusion fees and costs associated with such inclusion **within six months of the date of annexation.** Owner acknowledges that, upon inclusion into the sub-district, Owner's Property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and sub-district at the time of inclusion of Owner's lands. Owner agrees to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and sub-district can impose such mill levies and special assessments as it has the authority to impose. Owner also agrees to waive, upon inclusion, any right, which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

MAJESTIC OPPORTUNITIES, LLC

By: Robert A. Baker
Robert Baker, Manager

CITY OF FORT LUPTON

By: Tommy Holton
Tommy Holton, Mayor

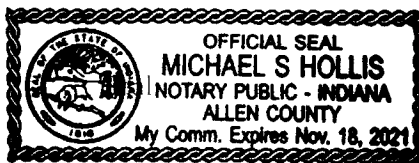
ATTEST:

By: Maricela Peña
Nanette S. Forno, City Clerk
Maricela Peña, Planning Technician

State of Indiana)
County of Allen) ss

The foregoing instrument was acknowledged before me this 30 day of Jan, 2017 by
Robert Baker.

Michael S Hollis
Notary Signature

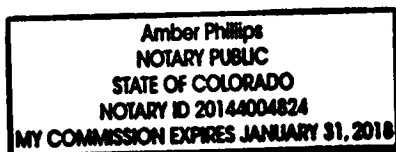


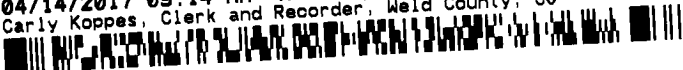
State of Colorado)
County of Weld) ss

The foregoing instrument was acknowledged before me this 11 day of April 2017 by
Tommy Holton as Mayor for the City of Fort Lupton, Colorado and Maricela Peña
as Planning Technician for the City of Fort Lupton.

Amber Phillips
Notary Signature

Seal



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Carly Koppes, Clerk and Recorder, Weld County, CO


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EXHIBIT A

Legal Description of Property Owned by Annexor(s)

ANNEXATION NO. 1 PROPERTY DESCRIPTION

A PARCEL OF LAND, BEING PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) AND PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH SIXTEENTH (S1/16) CORNER BETWEEN SAID SECTION 19 AND SAID SECTION 24 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1996" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 1/2" DIAMETER ALUMINUM CAP STAMPED "LS16847, 2006" AT THE NORTH END, AS BEARING NORTH 00°06'14" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2611.29 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'46" WEST, ALONG THE NORTHERLY LINE OF EVERIST ANNEXATION NO. 1, RECORDED AUGUST 1, 2013 AS RECEPTION NO. 3952540 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24;

THENCE NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 70.00 FEET;

THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;

THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 19;

THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO SAID EAST RIGHT-OF-WAY LINE;

THENCE SOUTH 00°06'14" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 69.78 FEET TO SAID NORTHERLY LINE OF SAID EVERIST ANNEXATION NO. 1;

THENCE SOUTH 89°28'04" WEST ALONG SAID NORTHERLY LINE OF SAID EVERIST ANNEXATION NO. 1 A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 3,197 SQ. FT. OR 0.073 ACRE, MORE OR LESS (±), AND MAY BE SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

ANNEXATION NO. 2
PROPERTY DESCRIPTION

A PARCEL OF LAND, BEING PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) AND PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH (S1/16) CORNER BETWEEN SAID SECTION 19 AND SAID SECTION 24 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1996" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 1/2" DIAMETER ALUMINUM CAP STAMPED "LS16847, 2006" AT THE NORTH END, AS BEARING NORTH 00°06'14" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2611.29 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'46" WEST, ALONG THE NORTHERLY LINE OF EVERIST ANNEXATION NO. 1, RECORDED AUGUST 1, 2013 AS RECEPTION NO. 3952540 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24;
THENCE NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 70.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 195.00 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 19;
THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO SAID EAST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 195.00 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF SAID EAST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;



THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 9,200 SQ. FT. OR 0.211 ACRE, MORE OR LESS (±), AND MAY BE SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

ANNEXATION NO. 3
PROPERTY DESCRIPTION

A PARCEL OF LAND, BEING PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) AND PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH (S1/16) CORNER BETWEEN SAID SECTION 19 AND SAID SECTION 24 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1996" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 ½" DIAMETER ALUMINUM CAP STAMPED "LS16847, 2006" AT THE NORTH END, AS BEARING NORTH 00°06'14" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2611.29 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'46" WEST, ALONG THE NORTHERLY LINE OF EVERIST ANNEXATION NO. 1, RECORDED AUGUST 1, 2013 AS RECEPTION NO. 3952540 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24;

THENCE NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 265.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 507.50 FEET;

THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;

THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 487.50 FEET;

THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 19;

THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 487.50 FEET;

THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO SAID EAST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 507.50 FEET;

THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF SAID EAST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 24,200 SQ. FT. OR 0.556 ACRE, MORE OR LESS (±), AND MAY BE SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

ANNEXATION NO. 4 **PROPERTY DESCRIPTION**

A PARCEL OF LAND, BEING PART OF SECTION NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) AND PART OF SECTION TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH (S1/16) CORNER BETWEEN SAID SECTION 19 AND SAID SECTION 24 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1996" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 ½" DIAMETER ALUMINUM CAP STAMPED "LS16847, 2006" AT THE NORTH END, AS BEARING NORTH 00°06'14" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2611.29 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'46" WEST, ALONG THE NORTHERLY LINE OF EVERIST ANNEXATION NO. 1, RECORDED AUGUST 1, 2013 AS RECEPTION NO. 3952540 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 24;
THENCE NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 772.50 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1288.75 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1268.75 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF OF SAID SECTION 19;

THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1268.75 FEET;

THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO SAID EAST RIGHT-OF-WAY LINE;

THENCE SOUTH 00°06'14" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1288.75 FEET;

THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF SAID EAST RIGHT-OF-WAY LINE;

THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 487.50 FEET;

THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;

THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 487.50 FEET;

THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 61,700 SQ. FT. OR 1.416 ACRES, MORE OR LESS (±), AND MAY BE SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

ANNEXATION NO. 5
PROPERTY DESCRIPTION

A PARCEL OF LAND, BEING PART OF SECTIONS EIGHTEEN (18) AND NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) AND PART OF SECTIONS THIRTEEN (13) AND TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH (S1/16) CORNER BETWEEN SAID SECTION 19 AND SAID SECTION 24 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1996" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 ½" DIAMETER ALUMINUM CAP STAMPED "LS16847, 2006" AT THE NORTH END, AS BEARING NORTH 00°06'14" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2611.29 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'46" WEST, ALONG THE NORTHERLY LINE OF EVERIST ANNEXATION NO. 1, RECORDED AUGUST 1, 2013 AS RECEPTION NO. 3952540 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 24 AND THE EAST LINE OF SAID SECTION 13;

THENCE NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 2061.25 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1855.69 FEET;

THENCE NORTH 00°06'25" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;

THENCE NORTH 89°53'35" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'25" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;
THENCE SOUTH 00°06'14" EAST CONTINUING ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1835.69 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF OF SAID SECTION 19;
THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1835.69 FEET;
THENCE NORTH 00°06'25" WEST CONTINUING ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;
THENCE NORTH 89°53'35" EAST A DISTANCE OF 20.00 FEET TO SAID EAST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'25" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;
THENCE SOUTH 00°06'14" EAST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1855.69 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF SAID EAST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1268.75 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1268.75 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 155,443 SQ. FT. OR 3.568 ACRES, MORE OR LESS (±), AND MAY BE SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

ANNEXATION NO. 6
PROPERTY DESCRIPTION

LOTS 1, 2 AND 3, RESUBDIVISION OF LOTS 1, 2 & 3, LUPTON MEADOWS LAND COMPANY MAP OF DIVISION NO. 1 OF SECTION 13, RECORDED AUGUST 3, 2000 AS RECEPTION NO. 2784703, OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH HALF (N1/2) OF SECTION THIRTEEN (13), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.

TOGETHER WITH:

THOSE PARTS OF LOTS 1, 2, 3 AND 4 OF THE NORTHWEST QUARTER (NW1/4) OF SECTION EIGHTEEN (18) LYING WESTERLY OF THE CENTERLINE OF THE SOUTH PLATTE RIVER, MAP OF DIVISION NO. 1 BY THE LUPTON MEADOWS LAND COMPANY, RECORDED SEPTEMBER 3, 1909 AS RECEPTION NO. 145051 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.



TOGETHER WITH:

A PARCEL OF LAND, BEING PART OF SECTIONS EIGHTEEN (18) AND NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) AND PART OF SECTIONS THIRTEEN (13) AND TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 13, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1995" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 1/2" DIAMETER ALUMINUM CAP STAMPED "LS25375, 2008" AT THE NORTH END, AS BEARING NORTH 00°06'25" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2610.70 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'40" WEST A DISTANCE OF 10.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 13 AND THE EAST LINE OF SAID SECTION 24, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 00°06'25" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;

THENCE SOUTH 89°53'35" WEST A DISTANCE OF 20.00 FEET TO SAID WEST RIGHT-OF-WAY LINE;
THENCE NORTH 00°06'25" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1224.70 FEET;

THENCE NORTH 00°07'40" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 653.01 FEET TO THE SOUTH LINE OF SAID LOT 3, RESUBDIVISION OF LOTS 1, 2 & 3, LUPTON MEADOWS LAND COMPANY MAP OF DIVISION NO. 1 OF SECTION 13;

THENCE SOUTH 89°45'05" EAST ALONG THE SOUTH LINE OF SAID LOT 3, RESUBDIVISION OF LOTS 1, 2 & 3, LUPTON MEADOWS LAND COMPANY MAP OF DIVISION NO. 1 OF SECTION 13, A DISTANCE OF 30.00 FEET TO SOUTH-NORTH SIXTY-FOURTH (S-N1/64) CORNER BETWEEN SAID SECTION 13 AND SAID SECTION 18;

THENCE SOUTH 00°07'40" EAST ALONG THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 652.82 FEET TO EAST QUARTER (E1/4) CORNER OF SAID SECTION 13;

THENCE NORTH 88°44'31" EAST ALONG THE SOUTH LINE OF SAID LOT 4 OF THE NORTHWEST QUARTER (NW1/4) OF SECTION EIGHTEEN (18), MAP OF DIVISION NO. 1 BY THE LUPTON MEADOWS LAND COMPANY, A DISTANCE OF 30.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18 AND THE WEST LINE OF SAID SECTION 19;

THENCE SOUTH 00°07'40" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 0.60 FEET;
THENCE SOUTH 00°06'25" EAST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1224.71 FEET;

THENCE SOUTH 89°53'35" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF SAID EAST RIGHT-OF-WAY LINE;

THENCE SOUTH 00°06'25" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;

THENCE SOUTH 00°06'14" EAST CONTINUING ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1835.69 FEET;

THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET,
AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A
RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF
1835.69 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 183.013 ACRES, MORE OR LESS ($\pm$), AND MAY BE
SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON
SAID DESCRIBED PARCEL OF LAND.

EXHIBIT B

Signed Petition for Annexation (Attached)

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Lupton Meadows Annexation No. 1 through 6 to the City of Fort Lupton.

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

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

- h. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Fort Lupton was held within the twelve months preceding the filing of this petition.
 - i. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - j. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - k. The territory to be annexed is 188.84 acres in total area.
 - l. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - m. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - n. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of an annexation map shall be submitted to the City, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information:
- a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the annexation map.
 - d. The legal description.
 - e. Distinction of the boundary that is contiguous to the City and the length of same.
 - f. Lot and block numbers if the area is already platted.
 - g. Existing and proposed easements and rights-of-way.

- h. Existing and requested zoning and acreage of each requested zone.
 - i. Ownership of all parcels within and adjacent to the annexation.
 - j. Appropriate certification blocks as directed by the Planning Department.
- 5. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of a master plan shall be submitted to the City of Fort Lupton, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information.
 - a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the master plan.
 - d. Existing and proposed easements and rights-of-way.
 - e. Block numbers and lot numbers with approximate dimensions.
 - f. Proposed gross and net residential density.
 - g. Existing watercourses with adequate easements for flood control.
 - h. Designation of all public sites to be reserved and dedicated.
 - i. Existing two-foot contours.
 - j. Appropriate certification blocks as directed by the Planning Department.
- 6. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of five (5) copies of all required supportive information shall be submitted to the City of Fort Lupton which shall include the following:
 - a. Soils description and limitation.
 - b. Preliminary utility plan.
 - c. Mailing addresses of all property owners within five hundred (500) feet of the annexation.
 - d. Affidavit concerning the amount and historical use of all water rights owned.
 - e. Vicinity map with one and one-half (1 ½) mile radius, at a minimum scale of one (1) inch represents two thousand (2,000) feet.
 - f. Statement on community need for proposed annexation and zoning.
 - g. For all annexations in excess of ten (10) acres, the applicant shall obtain from the school district governing the area to be annexed a statement of the effect of the annexation upon the school district, including an estimate of the number of students generated by the proposed annexation and the capital construction required to educate such students.
- 7. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.



8. The zoning classification requested for the area proposed to be annexed is Agricultural, as shown on the annexation map attached hereto and incorporated herein.
9. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
10. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion. Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.
11. The non-refundable annexation application fee of \$13,256 is tendered herewith.

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

Land Owner(s) Name(s) and Signature(s)

Mailing Address

Date of Signing

Majestic Opportunities, LLC
C/O Randy Geist

6530 Constitution Drive,
Ft. Wayne, IN 46804

11/9/16

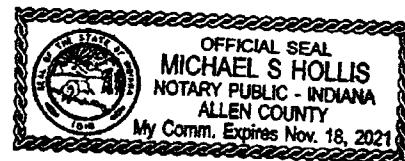
The foregoing signature(s) was/were subscribed and sworn to before me this 9 day of November, 2016, by

Witness my hand and official seal.

My commission expires on 11/18/2021.

Michael S Hollis

Notary Public



Land Owned

Majestic Opportunities, LLC
Randy Geist manager

If necessary, attach separate sheet.

AFFIDAVIT OF CIRCULATOR

STATE OF Colorado)
)ss.
COUNTY OF Weld)

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

Mark Johnson VP
(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 10th day of November, 2016, by MARK JOHNSON.

Witness my hand and official seal.

My commission expires on 9/12/2019.

Andy Rodriguez
Notary Public

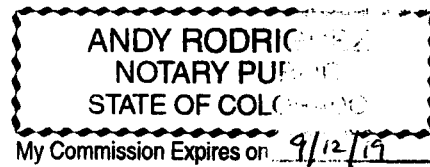


EXHIBIT A

ANNEXATION NO. 1 PROPERTY DESCRIPTION

A PARCEL OF LAND, BEING PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) AND PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH SIXTEENTH (S1/16) CORNER BETWEEN SAID SECTION 19 AND SAID SECTION 24 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1996" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 1/2" DIAMETER ALUMINUM CAP STAMPED "LS16847, 2006" AT THE NORTH END, AS BEARING NORTH 00°06'14" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2611.29 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'46" WEST, ALONG THE NORTHERLY LINE OF EVERIST ANNEXATION NO. 1, RECORDED AUGUST 1, 2013 AS RECEPTION NO. 3952540 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24;

THENCE NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 70.00 FEET;

THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;

THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 19;

THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO SAID EAST RIGHT-OF-WAY LINE;

THENCE SOUTH 00°06'14" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 69.78 FEET TO SAID NORTHERLY LINE OF SAID EVERIST ANNEXATION NO. 1;

THENCE SOUTH 89°28'04" WEST ALONG SAID NORTHERLY LINE OF SAID EVERIST ANNEXATION NO. 1 A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 3,197 SQ. FT. OR 0.073 ACRE, MORE OR LESS (±), AND MAY BE SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.



ANNEXATION NO. 2
PROPERTY DESCRIPTION

A PARCEL OF LAND, BEING PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) AND PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH (S1/16) CORNER BETWEEN SAID SECTION 19 AND SAID SECTION 24 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1996" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 ½" DIAMETER ALUMINUM CAP STAMPED "LS16847, 2006" AT THE NORTH END, AS BEARING NORTH 00°06'14" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2611.29 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'46" WEST, ALONG THE NORTHERLY LINE OF EVERIST ANNEXATION NO. 1, RECORDED AUGUST 1, 2013 AS RECEPTION NO. 3952540 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24;
THENCE NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 70.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 195.00 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 19;
THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO SAID EAST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 195.00 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF SAID EAST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET;



THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 9,200 SQ. FT. OR 0.211 ACRE, MORE OR LESS (±), AND MAY BE SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

ANNEXATION NO. 3
PROPERTY DESCRIPTION

A PARCEL OF LAND, BEING PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) AND PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH (S1/16) CORNER BETWEEN SAID SECTION 19 AND SAID SECTION 24 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1996" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 ½" DIAMETER ALUMINUM CAP STAMPED "LS16847, 2006" AT THE NORTH END, AS BEARING NORTH 00°06'14" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2611.29 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'46" WEST, ALONG THE NORTHERLY LINE OF EVERIST ANNEXATION NO. 1, RECORDED AUGUST 1, 2013 AS RECEPTION NO. 3952540 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24;
THENCE NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 265.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 507.50 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 487.50 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 19;
THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 487.50 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO SAID EAST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 507.50 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF SAID EAST RIGHT-OF-WAY LINE;



THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 24,200 SQ. FT. OR 0.556 ACRE, MORE OR LESS (±), AND MAY BE SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

ANNEXATION NO. 4
PROPERTY DESCRIPTION

A PARCEL OF LAND, BEING PART OF SECTION NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) AND PART OF SECTION TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH (S1/16) CORNER BETWEEN SAID SECTION 19 AND SAID SECTION 24 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1996" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 1/2" DIAMETER ALUMINUM CAP STAMPED "LS16847, 2006" AT THE NORTH END, AS BEARING NORTH 00°06'14" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2611.29 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'46" WEST, ALONG THE NORTHERLY LINE OF EVERIST ANNEXATION NO. 1, RECORDED AUGUST 1, 2013 AS RECEPTION NO. 3952540 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 24;
THENCE NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 772.50 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1288.75 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1268.75 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF OF SAID SECTION 19;
THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1268.75 FEET;
THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO SAID EAST RIGHT-OF-WAY LINE;



THENCE SOUTH 00°06'14" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1288.75 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF SAID EAST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 487.50 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 487.50 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 61,700 SQ. FT. OR 1.416 ACRES, MORE OR LESS (±), AND MAY BE SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

ANNEXATION NO. 5
PROPERTY DESCRIPTION

A PARCEL OF LAND, BEING PART OF SECTIONS EIGHTEEN (18) AND NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) AND PART OF SECTIONS THIRTEEN (13) AND TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH (S1/16) CORNER BETWEEN SAID SECTION 19 AND SAID SECTION 24 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 24, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1996" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 ½" DIAMETER ALUMINUM CAP STAMPED "LS16847, 2006" AT THE NORTH END, AS BEARING NORTH 00°06'14" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2611.29 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'46" WEST, ALONG THE NORTHERLY LINE OF EVERIST ANNEXATION NO. 1, RECORDED AUGUST 1, 2013 AS RECEPTION NO. 3952540 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 24 AND THE EAST LINE OF SAID SECTION 13;
THENCE NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 2061.25 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°06'14" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1855.69 FEET;
THENCE NORTH 00°06'25" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;
THENCE NORTH 89°53'35" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
THENCE SOUTH 00°06'25" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;



THENCE SOUTH 00°06'14" EAST CONTINUING ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1835.69 FEET;
 THENCE NORTH 89°53'46" EAST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF OF SAID SECTION 19;
 THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1835.69 FEET;
 THENCE NORTH 00°06'25" WEST CONTINUING ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;
 THENCE NORTH 89°53'35" EAST A DISTANCE OF 20.00 FEET TO SAID EAST RIGHT-OF-WAY LINE;
 THENCE SOUTH 00°06'25" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;
 THENCE SOUTH 00°06'14" EAST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1855.69 FEET;
 THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF SAID EAST RIGHT-OF-WAY LINE;
 THENCE SOUTH 00°06'14" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1268.75 FEET;
 THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;
 THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1268.75 FEET;
 THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 155,443 SQ. FT. OR 3.568 ACRES, MORE OR LESS (±), AND MAY BE SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

ANNEXATION NO. 6
PROPERTY DESCRIPTION

LOTS 1, 2 AND 3, RESUBDIVISION OF LOTS 1, 2 & 3, LUPTON MEADOWS LAND COMPANY MAP OF DIVISION NO. 1 OF SECTION 13, RECORDED AUGUST 3, 2000 AS RECEPTION NO. 2784703, OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH HALF (N1/2) OF SECTION THIRTEEN (13), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.

TOGETHER WITH:

THOSE PARTS OF LOTS 1, 2, 3 AND 4 OF THE NORTHWEST QUARTER (NW1/4) OF SECTION EIGHTEEN (18) LYING WESTERLY OF THE CENTERLINE OF THE SOUTH PLATTE RIVER, MAP OF DIVISION NO. 1 BY THE LUPTON MEADOWS LAND COMPANY, RECORDED SEPTEMBER 3, 1909 AS RECEPTION NO. 145051 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.

TOGETHER WITH:

A PARCEL OF LAND, BEING PART OF SECTIONS EIGHTEEN (18) AND NINETEEN (19), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH

P.M.) AND PART OF SECTIONS THIRTEEN (13) AND TWENTY-FOUR (24), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 13, BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS25937, 1995" AT THE SOUTH END AND BY A #6 REBAR WITH A 2 1/2" DIAMETER ALUMINUM CAP STAMPED "LS25375, 2008" AT THE NORTH END, AS BEARING NORTH 00°06'25" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2610.70 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°53'40" WEST A DISTANCE OF 10.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 25, SAID WEST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 13 AND THE EAST LINE OF SAID SECTION 24, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 00°06'25" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;

THENCE SOUTH 89°53'35" WEST A DISTANCE OF 20.00 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00°06'25" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1224.70 FEET;

THENCE NORTH 00°07'40" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 653.01 FEET TO THE SOUTH LINE OF SAID LOT 3, RESUBDIVISION OF LOTS 1, 2 & 3, LUPTON MEADOWS LAND COMPANY MAP OF DIVISION NO. 1 OF SECTION 13;

THENCE SOUTH 89°45'05" EAST ALONG THE SOUTH LINE OF SAID LOT 3, RESUBDIVISION OF LOTS 1, 2 & 3, LUPTON MEADOWS LAND COMPANY MAP OF DIVISION NO. 1 OF SECTION 13, A DISTANCE OF 30.00 FEET TO SOUTH-NORTH SIXTY-FOURTH (S-N1/64) CORNER BETWEEN SAID SECTION 13 AND SAID SECTION 18;

THENCE SOUTH 00°07'40" EAST ALONG THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 652.82 FEET TO EAST QUARTER (E1/4) CORNER OF SAID SECTION 13;

THENCE NORTH 88°44'31" EAST ALONG THE SOUTH LINE OF SAID LOT 4 OF THE NORTHWEST QUARTER (NW1/4) OF SECTION EIGHTEEN (18), MAP OF DIVISION NO. 1 BY THE LUPTON MEADOWS LAND COMPANY, A DISTANCE OF 30.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 25, SAID EAST RIGHT-OF-WAY LINE BEING THIRTY (30) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18 AND THE WEST LINE OF SAID SECTION 19;

THENCE SOUTH 00°07'40" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 0.60 FEET; THENCE SOUTH 00°06'25" EAST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1224.71 FEET;

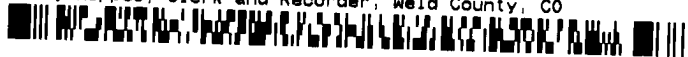
THENCE SOUTH 89°53'35" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF SAID EAST RIGHT-OF-WAY LINE;

THENCE SOUTH 00°06'25" EAST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1386.00 FEET;

THENCE SOUTH 00°06'14" EAST CONTINUING ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, WEST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1835.69 FEET;

THENCE SOUTH 89°53'46" WEST A DISTANCE OF 20.00 FEET TO A POINT BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF SAID WEST RIGHT-OF-WAY LINE;

THENCE NORTH 00°06'14" WEST ALONG A LINE BEING TWENTY (20) FEET, AS MEASURED AT A RIGHT ANGLE, EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1835.69 FEET TO THE **POINT OF BEGINNING**.



SAID DESCRIBED PARCEL OF LAND CONTAINS 183.013 ACRES, MORE OR LESS ($\pm$), AND MAY BE
SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON
SAID DESCRIBED PARCEL OF LAND.

LUPTON MEADOWS ANNEXATION NO. 1

TO THE TOWN OF FORT LUPTON

Situate in Section 24, Township 2 North, Range 67 West and Section 19, Township 2 North, Range 66 West of the 6th P.M.,
 County of Weld, State of Colorado

CERTIFICATE OF RECORDATION
 I, the undersigned, being duly qualified under the laws of the State of Colorado, do hereby certify that the foregoing plat of the Lupton Meadows Annexation No. 1, to the Town of Fort Lupton, County of Weld, State of Colorado, was duly recorded in the office of the County Clerk of said County, on the 14th day of April, 2017, at 9:14 AM, and that the same is a true and correct copy of the original as filed for record.

CERTIFICATE OF RECORDATION
 This is to certify that the annexation of the above described property and incorporation to the City of Fort Lupton, Colorado, was duly recorded in the office of the County Clerk of said County, on the 14th day of April, 2017, at 9:14 AM, and that the same is a true and correct copy of the original as filed for record.

CERTIFICATE OF RECORDATION
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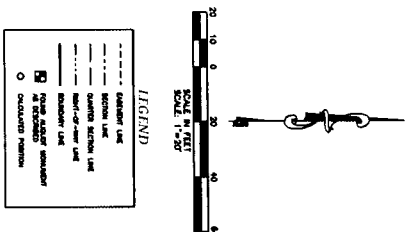
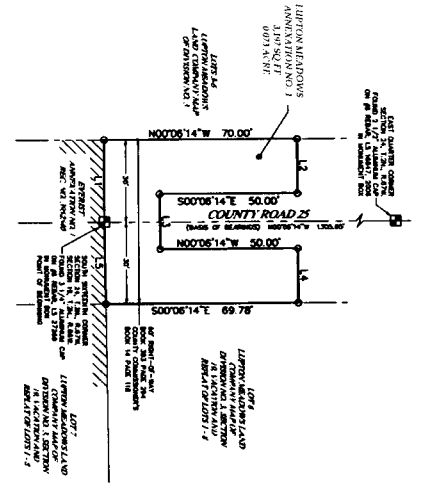
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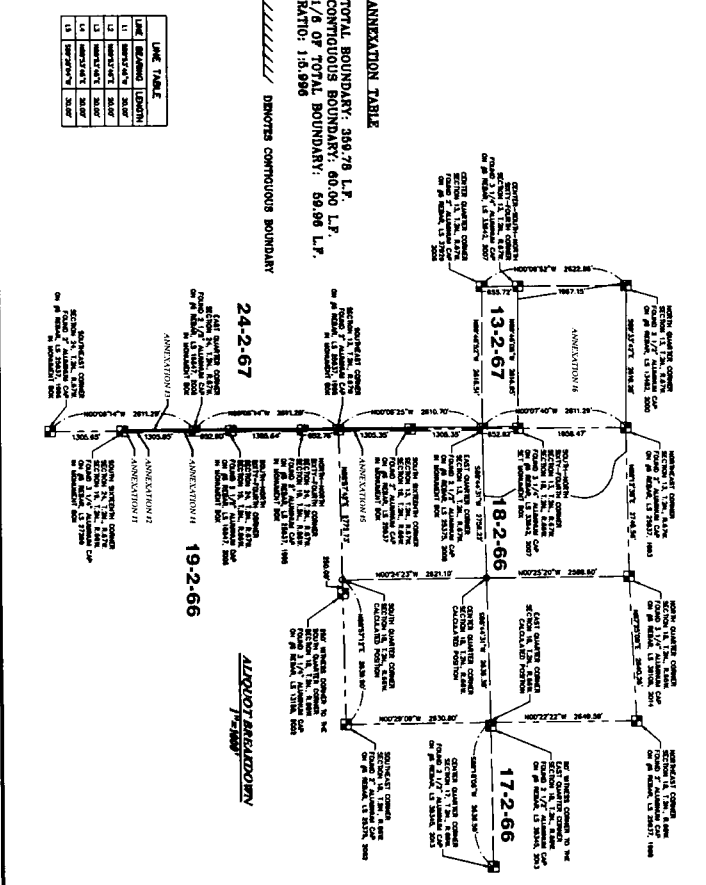
CERTIFICATE OF RECORDATION
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CERTIFICATE OF RECORDATION
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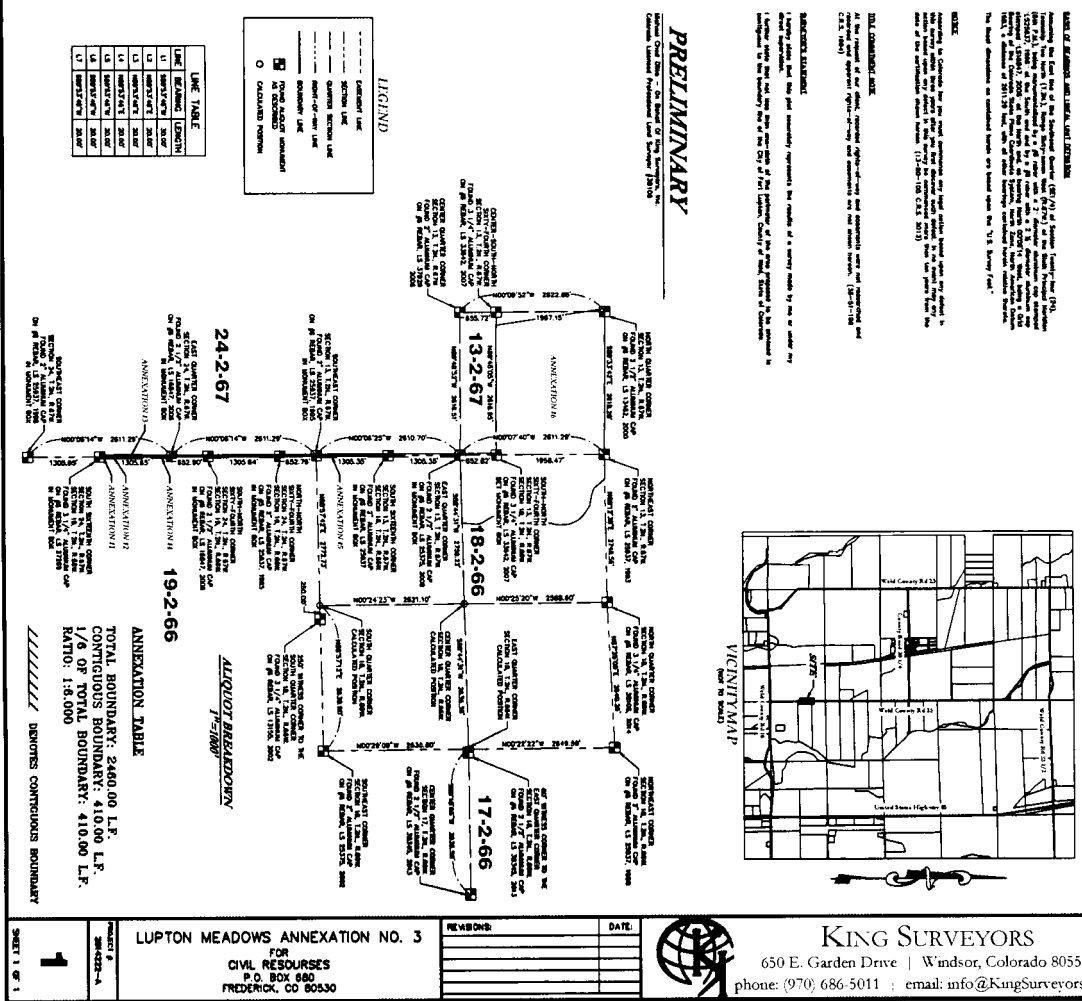
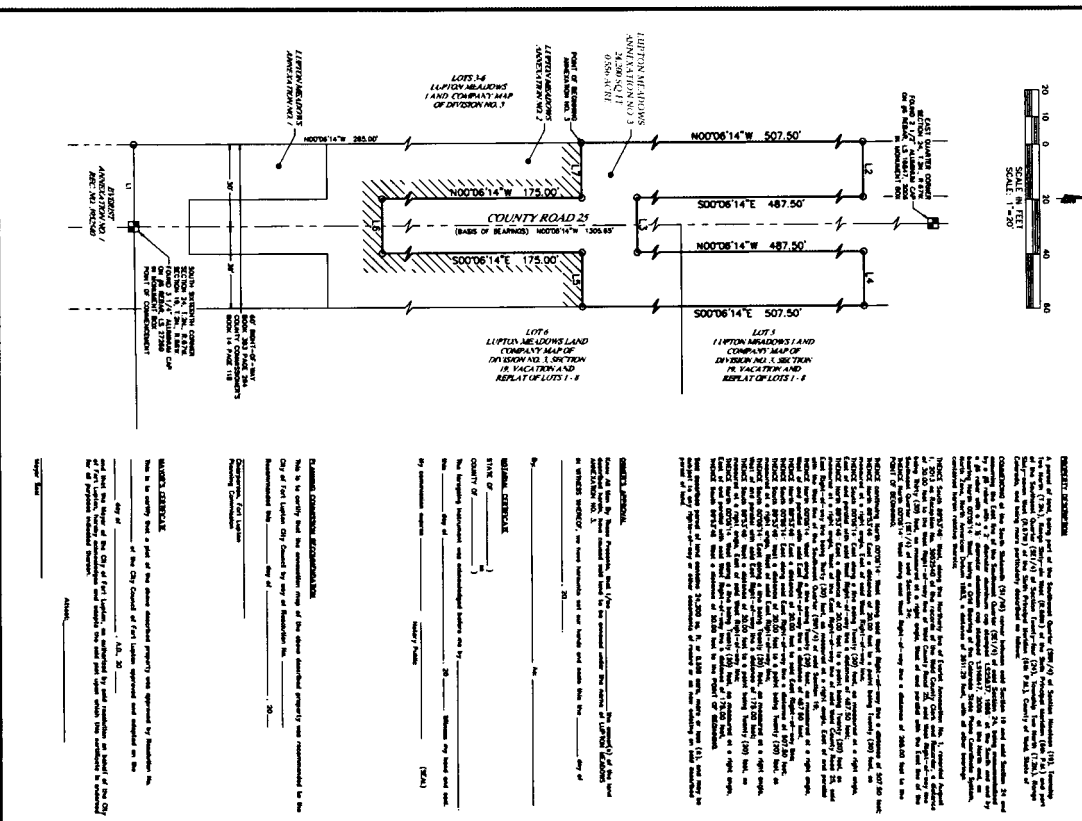
LINE TABLE

LINE	BEARING	DISTANCE
1	S 89° 54' 30" E	30.00
2	S 89° 54' 30" E	30.00
3	S 89° 54' 30" E	30.00
4	S 89° 54' 30" E	30.00



LUPTON MEADOWS ANNEXATION NO. 3 TO THE TOWN OF FORT LUPTON

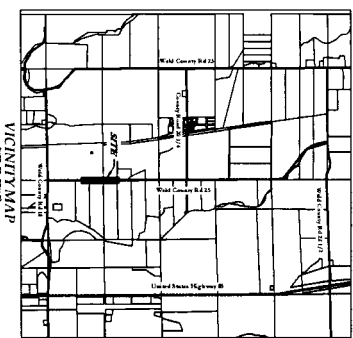
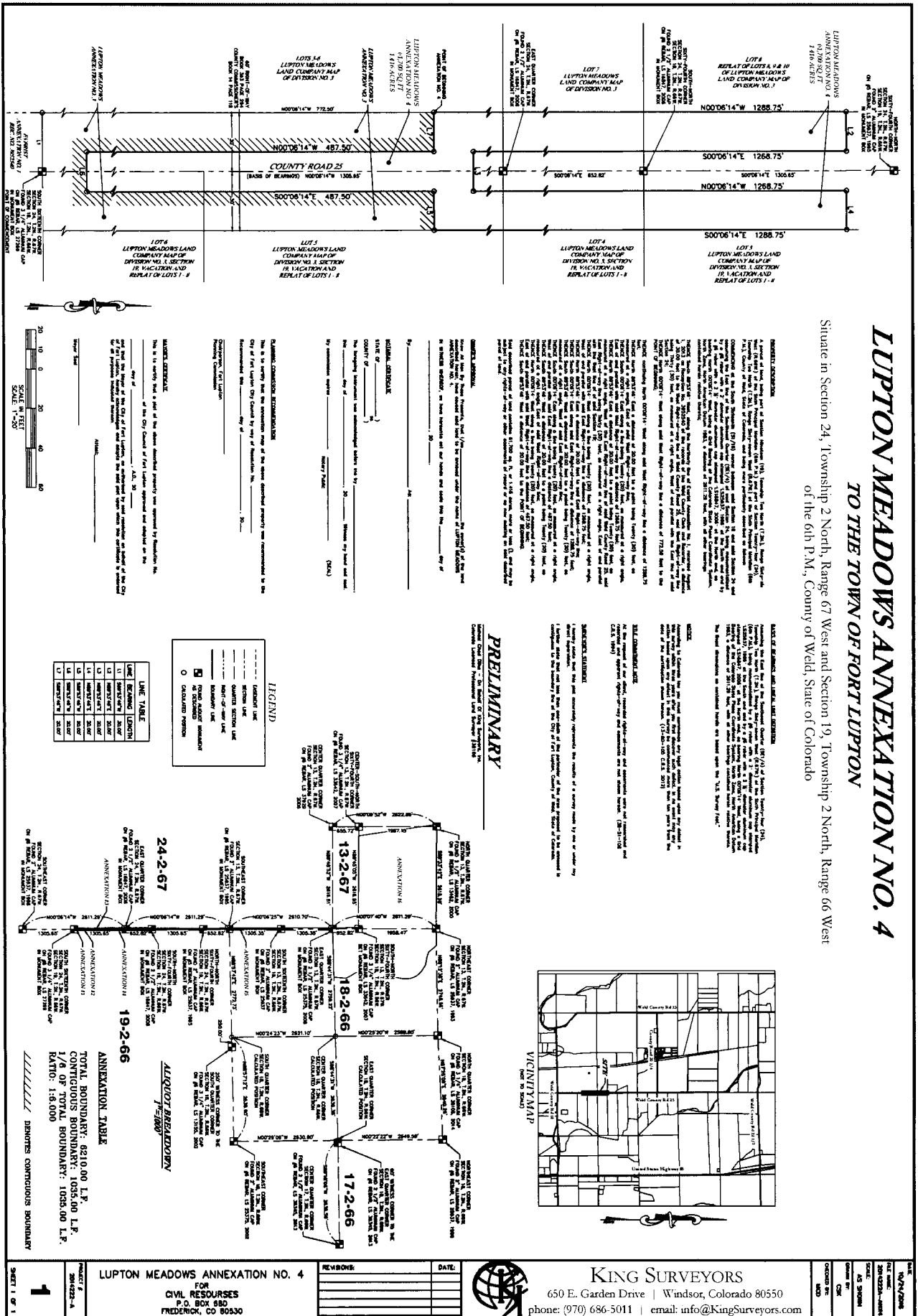
Situate in Section 24, Township 2 North, Range 67 West and Section 19, Township 2 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado



LUPTON MEADOWS ANNEXATION NO. 4

TO THE TOWN OF FORT LUPTON

Situate in Section 24, Township 2 North, Range 67 West and Section 19, Township 2 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: info@KingSurveyors.com

DATE: 10/10/2017
BY: [Signature]
FOR: [Signature]
AS SHOWN: [Signature]
CHECKED BY: [Signature]
DATE: 10/10/2017

Situate in Sections 13 & 24, Township 2 North, Range 67 West and Sections 18 & 19, Township 2 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado



Situate in Sections 13 & 24, Township 2 North, Range 67 West and Sections 18 & 19, Township 2 North, Range 66 West of the 6th P. M., County of Weld, State of Colorado

[illegible]

City of First Jurisdiction City Council by way of Resolution No. _____
 Reauthorized this _____ day of _____, 20____.

Chairperson, First Jurisdiction
 Permitting Commission

This is to certify that a part of the above described property was approved by Resolution No. _____ of the City Council of Fort Lupton approved and adopted on the _____ day of _____, A.D. 20____.

and that the Mayor of the City of Fort Lupton, as authorized by said resolution on behalf of the City of Fort Lupton, hereby acknowledges and certifies the said part upon which this certificate is delivered for all purposes indicated therein.

[illegible]

The board determined no unrelated interests are involved upon the "U.S. Survey First."

DISCLOSURE STATEMENT
The authors declare that they have no competing financial interests.

PRELIMINARY

LOT 3
SECTION HEADQUARTERS LAND
COMPLANT MAP OF
SOUTH WEST SECTION
- FICATION AND
PLAN OF LOTS 1 - 8

16
REPLAT OF
OF LUPTON
LAND COM
DIVISIO

16
REPLAT OF
OF LUPTON
LAND COM
DIVISIO

LUPTON
ANNEXA

LUPTON MEADOWS ANNEXATION NO. 6
FOR
CIVIL RESOURCES
P.O. BOX 880
FREDERICK, CO. 20730

REVISIONS:	DATE:

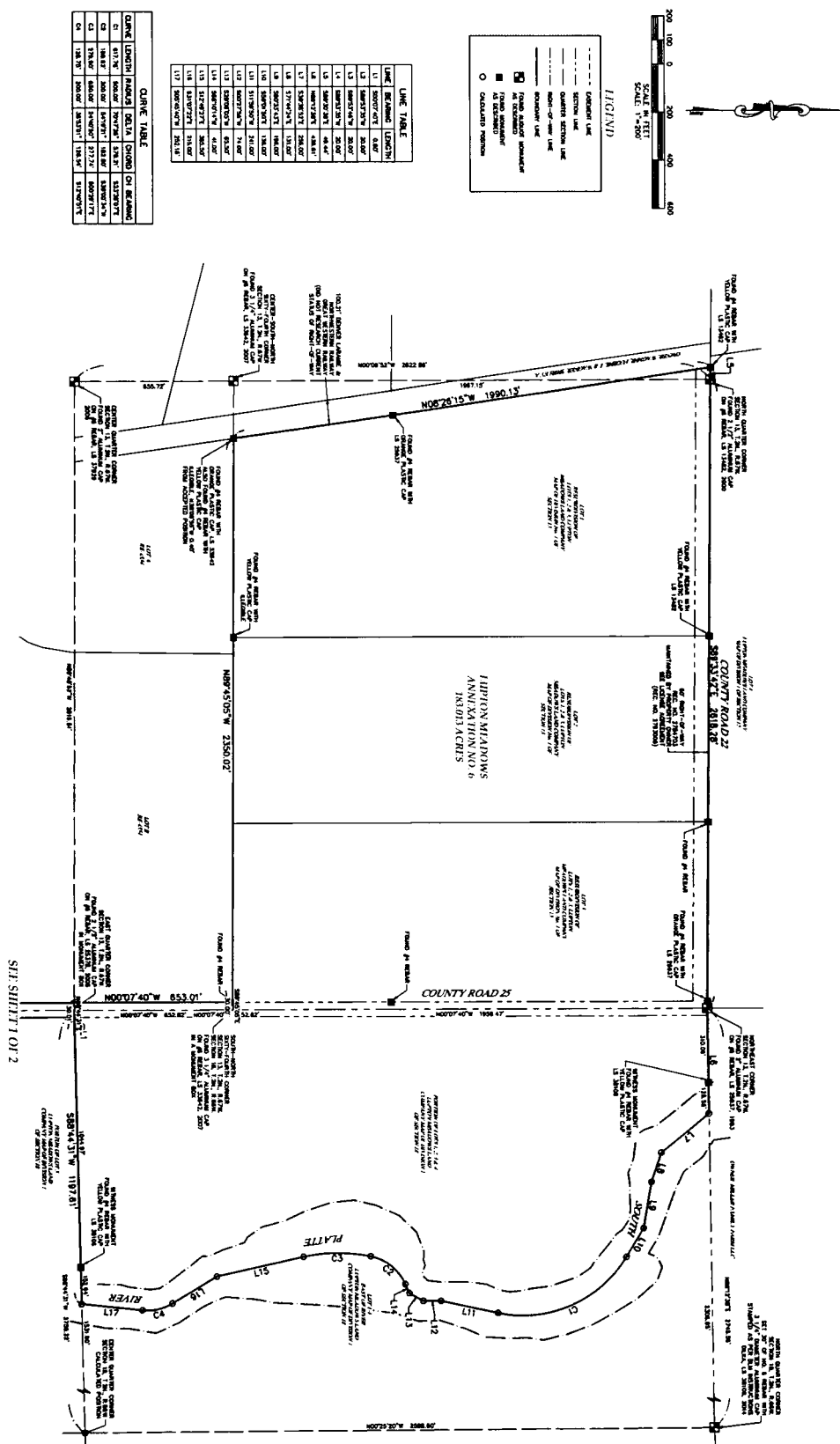
KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
Phone: (970) 686-5011 | email: info@KingSurveyors.com

DATE	10/24/2016
FILE NAME:	20R4722A-AC00
SCALE:	AS SHOWN
DRAWN BY:	CSK
CHECKED BY:	
INCD	

Page 75 of 200

LUPTON MEADOWS ANNEXATION NO. 6 TO THE TOWN OF FORT LUPTON

Situate in Sections 13 & 24, Township 2 North, Range 67 West and Sections 18 & 19, Township 2 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado



LINE	LENGTH	BEARING	POINT
1	1.0000	N 00° 00' 00" E	1
2	1.0000	N 00° 00' 00" E	2
3	1.0000	N 00° 00' 00" E	3
4	1.0000	N 00° 00' 00" E	4
5	1.0000	N 00° 00' 00" E	5
6	1.0000	N 00° 00' 00" E	6
7	1.0000	N 00° 00' 00" E	7
8	1.0000	N 00° 00' 00" E	8
9	1.0000	N 00° 00' 00" E	9
10	1.0000	N 00° 00' 00" E	10
11	1.0000	N 00° 00' 00" E	11
12	1.0000	N 00° 00' 00" E	12
13	1.0000	N 00° 00' 00" E	13
14	1.0000	N 00° 00' 00" E	14
15	1.0000	N 00° 00' 00" E	15
16	1.0000	N 00° 00' 00" E	16
17	1.0000	N 00° 00' 00" E	17

PRELIMINARY

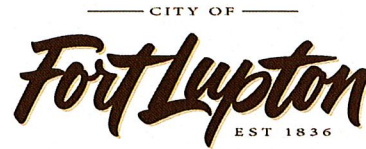
4293735 Pages: 39 of 40
04/14/2017 09:14 AM R Fee: \$208.00
Carly Koppes, Clerk and Recorder, Weld County, CO

EXHIBIT C
Water Rights Appurtenant to Property

<u>Water rights</u>	<u>Number of Shares</u>	<u>Certificate Number(s)</u>
---------------------	-------------------------	------------------------------

See Statement of Historical Use of Water Rights (Attached)

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2021-092

**AUTHORIZE THE LEASE TRANSFER OF .5 EQUIVALENT COLORADO BIG THOMPSON WATER
UNITS TO THE WINDY GAP FIRING PROJECT**

I. **Agenda Date:** Council Meeting – June 15, 2021

II. **Attachments:** a. None

III. **Summary Statement:**

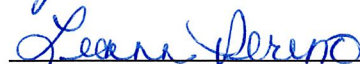
The City of Fort Lupton is a participant in the Windy Gap Firing project to be constructed. The project is in the final phases of getting funding in order and will begin construction estimated later this year. The Chimney Hollow Reservoir Project will help to ensure our Windy Gap water has a storage place to increase the functionality of the operation. Each participant has a water allotment to help with construction water. Our piece for 2021 is .5 CBT Units.

IV. **Submitted by:**



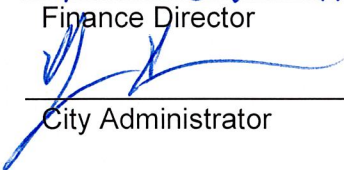
City Administrator

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 is a participant in the Windy Gap Firing project to be constructed. The project is in the final phases of getting funding in order and will begin construction estimated later this year. The Chimney Hollow Reservoir Project will help to ensure our Windy Gap water has a storage place to increase the functionality of the operation. Each participant has a water allotment to help with construction water. Our piece for 2021 is .5 CBT Units.

The Windy Gap Project was designed to deliver an average of 48,000 acre-feet of water per year to its participants. However, during wet cycles Lake Granby is often full leaving little or no space for Windy Gap water. Additional storage, contemplated since the Windy Gap Project's inception, would provide more reliable Windy Gap water deliveries.

Northern Water actively promotes water conservation efforts. However, as the state's population growth continues we will also need collaborative water projects, not only to meet future water demands, but to also protect the environment and wildlife, help maintain local food production and preserve the region's quality of life.

Those are precisely the objectives of the Windy Gap Firing Project, (of which Chimney Hollow Reservoir is the major component), along with a collaboration of nine municipalities, two water districts and a power provider. With 90,000 acre-feet of storage capacity, the reservoir will be located just west of Carter Lake in southern Larimer County, and will be slightly smaller than neighboring Carter Lake (112,230 acre-feet). The project will provide a firm yield of 30,000 acre-feet annually.

X. Legal/Political Considerations:

This was reviewed by legal counsel.

XI. Alternatives/Options:

- *Approve*
- *Not approve*

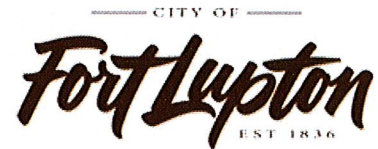
XII. Financial Considerations:

The City leases excess CBT every year. The loss of revenue from .5 CBT units will be minimal.

XIII. Staff Recommendation:

Staff recommends approval of our 2021 .5 CBT share of construction water.

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2021-083

**APPROVAL OF A RESOLUTION APPROVING THE REIMBURSEMENT AGREEMENT WITH
MOUNTAIN SKY METROPOLITAN DISTRICT
FOR THE FL MOUNTIAN SKY OFF-SITE PUBLIC IMPROVEMENTS**

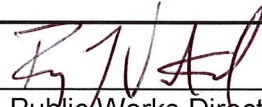
I. **Agenda Date:** Council Meeting – June 15, 2021

II. **Attachments:** a. Proposed Resolution.
b. Reimbursement Agreement.

III. **Summary Statement:**

Approval of the Reimbursement Agreement between the City of Fort Lupton and Mountain Sky Metropolitan District, for the Off-Site Public Improvement included for the development of Mountain Sky subdivision.

IV. **Submitted by:**


Public Works Director

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The development agreement approved for the Mountain Sky Final Plat (LUP2019-0004) was approved by City Council on March 18, 2019. The subdivision is located north of CR 12, west of CR 29.5 (S College Avenue). The Subdivision Improvements Agreement was approved by Council on May 20, 2019 with Resolution No. 2019R037.

Off-Site improvements constructed include water main, non-potable water main, sanitary sewer main extensions and S College Avenue paving. Additional properties will benefit from these improvements.

Off-site improvement and documented costs are as follows:

<i>Improvements</i>	<i>Construction Cost</i>	<i>Reimbursable</i>
<i>S College Avenue paving</i>	<i>\$554,547.59</i>	<i>\$554,547.58</i>
<i>Potable water main extension</i>	<i>\$471,890.43</i>	<i>\$387,473.54</i>
<i>Non-potable water main extension</i>	<i>\$412,057.06</i>	<i>\$376,458.18</i>
<i>Sanitary Sewer main extension</i>	<i>\$520,073.88</i>	<i>\$388,409.61</i>

Term of agreement is 10-years extendable for an additional 5-years (maximum 20-years). Reimbursements are collected at time of development and building permits.

X. Legal/Political Considerations:

Not Applicable

XI. Alternatives/Options:

- Approve Resolution*
- Do not approve Resolution*

XII. Financial Considerations:

None

XIII. Staff Recommendation:

Staff recommends approval of this Reimbursement Agreement between the City of Fort Lupton and the Mountain Sky Metropolitan District.

RESOLUTION NO. 2021R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE MOUNTAIN SKY METROPOLITAN DISTRICT REIMBURSEMENT AGREEMENT OF THE MOUNTAIN SKY SUBDIVISION OFF SITE IMPROVEMENTS.

WHEREAS, the City Council Resolution No. 2019R024 approved the Mountain Sky Final PUD Plat with conditions March 18, 2019; and

WHEREAS, City Council Resolution No. 2019R037 approved on May 20, 2019 to construct certain public improvements as a condition of subdivision approval for the Development; and

WHEREAS, certain off-site public improvements were required as a condition of subdivision approval for the Development; and

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

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

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 15th DAY OF JUNE 2021.

City of Fort Lupton, Colorado

Zo Steiber, Mayor

Attest:

Maricella Pena, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney

COST RECOVERY AGREEMENT

THIS COST RECOVERY AGREEMENT (“Agreement”) is made as of the ____ day of **JUNE**, 2021, between MOUNTAIN SKY METROPOLITAN DISTRICT, a quasi- municipal corporation and political subdivision of the State of Colorado (“District”), and the CITY OF FORT LUPTON, a municipal corporation and political subdivision of the State of Colorado (“City”), collectively, “Parties” and individually, “Party.”

RECITALS

A. The City Council of the City of Fort Lupton (“City Council”) is the governing body of the City, with legal authority to enter into contracts pursuant to C.R.S. §31-15-101.

B. City generally furnishes street, water and sanitation facilities and services to properties within its boundaries and recently accepted an extension of the public street, potable water main, nonpotable water main and sanitary sewer infrastructure (“Project”) to serve Mountain Sky PUD (“Property”).

C. DISTRICT, is authorized by statute and its Service Plan to provide for the financing, design, construction, and installation of public infrastructure for the benefit of the Property and caused the extension of the public street, potable water main, nonpotable water main and sanitary sewer infrastructure to provide service to the Property, paid the costs of the Project and has requested reimbursement of a portion of such costs if and when collected from the owners of other properties benefitted by the Project (“Benefitted Properties”).

D. DISTRICT and City intend that all construction and soft costs incurred in constructing the Project shall, to the greatest extent legally possible, be borne proportionately by the properties that are expected to utilize the extension of the public street, potable water main, nonpotable water main and sanitary sewer infrastructure in accordance with the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual covenants, agreements and undertakings herein set forth, DISTRICT and City agree as follows:

1. The Project was designed, constructed and completed by the DISTRICT in accordance with the City’s “*Standards and Specifications Manual*” and approved plans. Project costs include actual construction and related soft costs based on invoices reviewed by the City and subject to cost recovery pursuant to this Agreement (“Project Costs”). Project Costs, as verified by the City, were paid by DISTRICT in the amount of \$1,958,568.95.

(a)	S College Avenue pavement =	\$ 554,547.58
(b)	Potable Water Main =	\$ 471,890.43
(c)	Nonpotable Water Main =	\$ 412,057.06
(d)	Sanitary Sewer Main =	\$ 520,073.88

2. DISTRICT has dedicated and conveyed all of its interests in the Project facilities and easements to City, free and clear of any lien or encumbrance, by bill of sale or other form of

conveyance accepted by the City and subject to completion of the probationary acceptance period.

3. City shall own, operate, maintain, repair and replace the Project facilities in accordance with City Municipal Code. By execution of this Agreement, City assumes no special obligation with regard to the level of service to be provided to the Property other than that generally furnished to properties connected to the City's public infrastructure system.

4. During the term of this Agreement, City will assess a cost recovery charge against the Benefitted Properties depicted in Exhibit A, in the proportional amount, as depicted in Exhibit B - Cost Allocation Formula and Costs. No more than **\$1,706,888.90** in cost recovery charges plus interest shall be rebated to DISTRICT.

(a)	S College Avenue pavement =	\$ 554,547.58
(b)	Potable Water Main =	\$ 387,473.54
(c)	Nonpotable Water Main =	\$ 376,458.18
(d)	Sanitary Sewer Main =	\$ 388,409.61

Interest at the rate of Prime Rate on December 31st plus one percent (1%) will be added to the outstanding balance of recovery charges each year.

The City shall require payment of the Cost Recovery Charge upon connection of the Benefitted Property to the public infrastructure for the Benefitted Property based upon connection to the Project infrastructure, whichever occurs first. Such Cost Recovery Charges shall be paid to the City and the City shall promptly pay the DISTRICT a like amount. The amount of total Cost Recovery Charges shall be limited to the Cost Recovery Amount.

5. Cost Recovery Charges collected by City shall be paid to DISTRICT at address designated in paragraph 8, or such other address as may be designated by District, within forty-five (45) days after receipt by the City. It is expressly understood that Cost Recovery Charges payable by future connectors, if any, are special assessments to reimburse District for funding the Project, which has provided a special benefit and service to such properties not otherwise available; that Cost Recovery Charges will be assessed in addition to the regular development, tap and connection fees of City; and that District shall have no right to any development, tap or connection fees regularly charged by City for connection to the City's facilities. Following collection of Cost Recovery Charges, when Cost Recovery Charges for later Benefitted Properties become due, should the City contemplate more or less Benefitted Properties than previously contemplated, the calculation of the Cost Recovery Charges for the later Benefitted Properties shall be adjusted without subjecting Benefitted Properties that previously paid Cost Recovery Charges to any refund or additional Cost Recovery Charges.

(a) Total reimbursement to DISTRICT under this Agreement shall not exceed the Certified Cost of improvements minus DISTRICT's proportionate share of the cost for the Mountain Sky Property, plus interest on the remainder as set forth herein. The City shall keep an accounting of Reimbursements collected and paid to District under this Agreement and may charge a reasonable administration fee to be deducted from the funds payable to DISTRICT. The City shall give DISTRICT the right to audit the accounting of the Connection Fees charged within the service area as defined in

Exhibit A and the Reimbursements paid to DISTRICT throughout the term of the extension of the term of the Agreement.

(i) Any Cost Recovery Charges paid to the District by the City shall be subject to a one percent (1%) or One Hundred Dollar (\$100) administration fee, whichever is less for administrative and processing costs.

(b) In the event DISTRICT has been fully reimbursed for the Certified Cost of Improvements paid to DISTRICT, plus interest, DISTRICT shall have no further right to receive Reimbursements under this agreement. The City shall have the right to audit District's accounting records to ensure reimbursements received by District under this agreement are applied to District's debt obligations.

(c) In administering this agreement, the City shall not be deemed to be acting as an agent or fiduciary of DISTRICT or the responsible party.

6. **Good Faith.** In the performance of this Agreement, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously or unreasonably withhold, condition or delay any act required or necessary for the good faith performance of this Agreement.

7. The term of this Agreement and obligation to collect Cost Recovery Charges shall be ten (10) years from the date of completion of construction, with the option to extend the Agreement for an additional five (5) year period or periods, up to a maximum of 20 years, by action of the City Council upon six (6) months' notice given to the City by the District. If such renewal petition is not filed prior to the lapse of an initial or renewal period, such renewal shall not be allowed. The granting or denial of a renewal period shall be completely at the discretion of the City Council.

8. **Notices.** Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person, sent overnight delivery, or sent by first class mail to the parties at the addresses listed herein or subsequently updated.

Mountain Sky Metropolitan District

Attn: Joan Fritsche
Norton & Smith, PC
1331 17th Street, Suite 500
Denver, CO 80202

City of Fort Lupton

City Administrator
130 S McKinley Avenue
Fort Lupton, Colorado 80621

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

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

11. **Waiver of Breach.** The waiver by either party of any breach by the other of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

12. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement and their successors or assigns, shall have any right, legal or equitable, to enforce any provision of this Agreement.

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

14. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation.

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

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

16. This Agreement shall be recorded in the records of the Weld County Clerk and Recorder.

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

18. **Governing Law.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

[Remainder of Page Intentionally Left Blank – Signature Pages to Follow]

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

CITY OF FORT LUPTON, a Colorado municipal corporation

By: _____
Zo Stieber
Mayor

STATE OF COLORADO)
)
) SS.
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2021, by Zo Stieber as Mayor of the City of Fort Lupton, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

FL MOUNTAIN SKY METROPOLITAN
DISTRICT

By: _____
Gene A. Osborne
President

STATE OF COLORADO)
)
COUNTY OF WELD) SS.

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2021, by Gene A. Osborne, President .

WITNESS my hand and official seal.

MY COMMISSION EXPIRES:

Notary Public

Exhibit A
Benefitted Properties

Mountain Sky Reimbursements

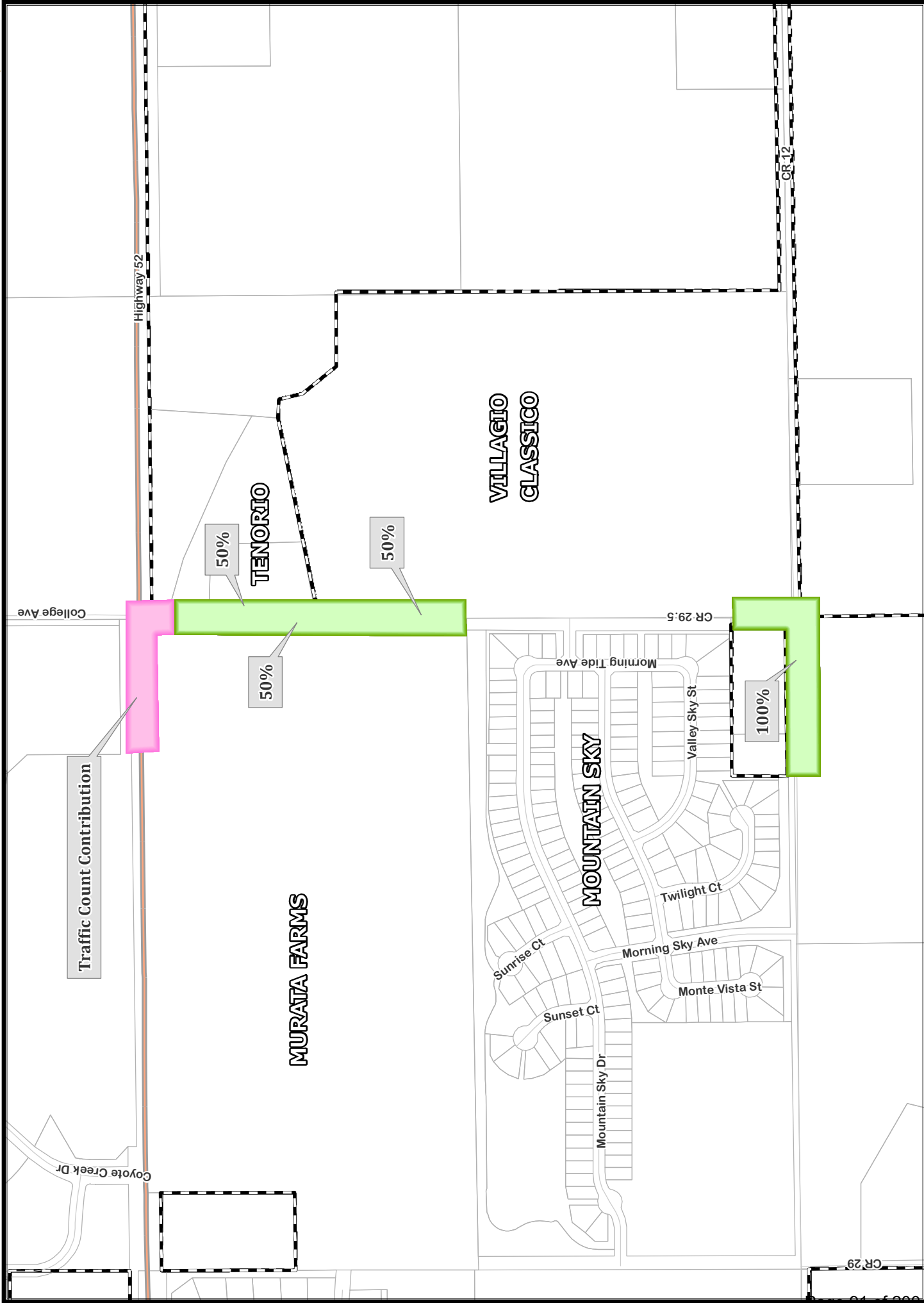
Roadway
Improvements

Shared

Adjoining
Responsibility



Scale = 1:6,000



Mountain Sky Reimbursements

Scale = 1:12,000

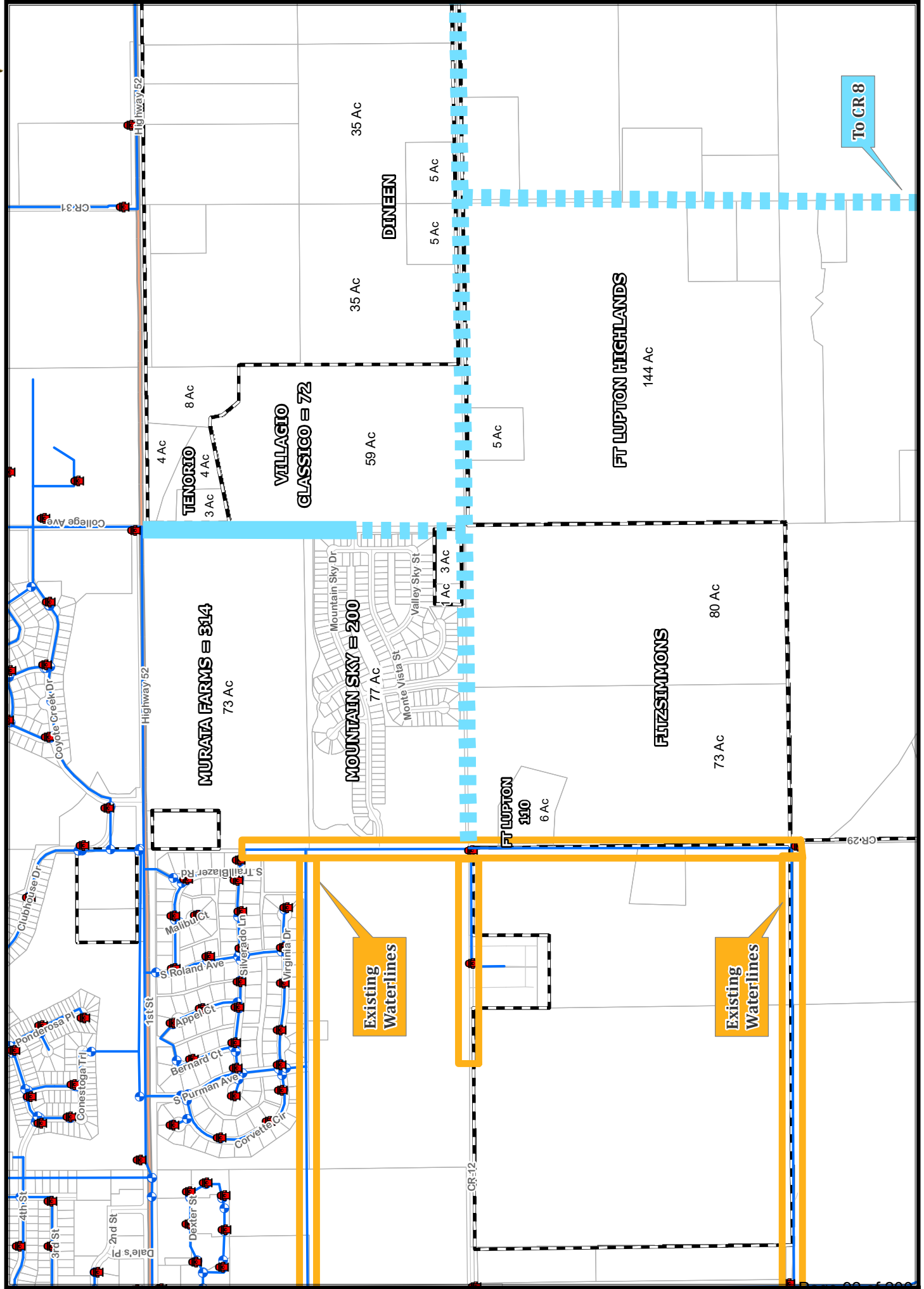
Fort Lupton

Potable Water

Existing

Current Shared

Future



Mountain Sky Reimbursements

Scale = 1:12,000

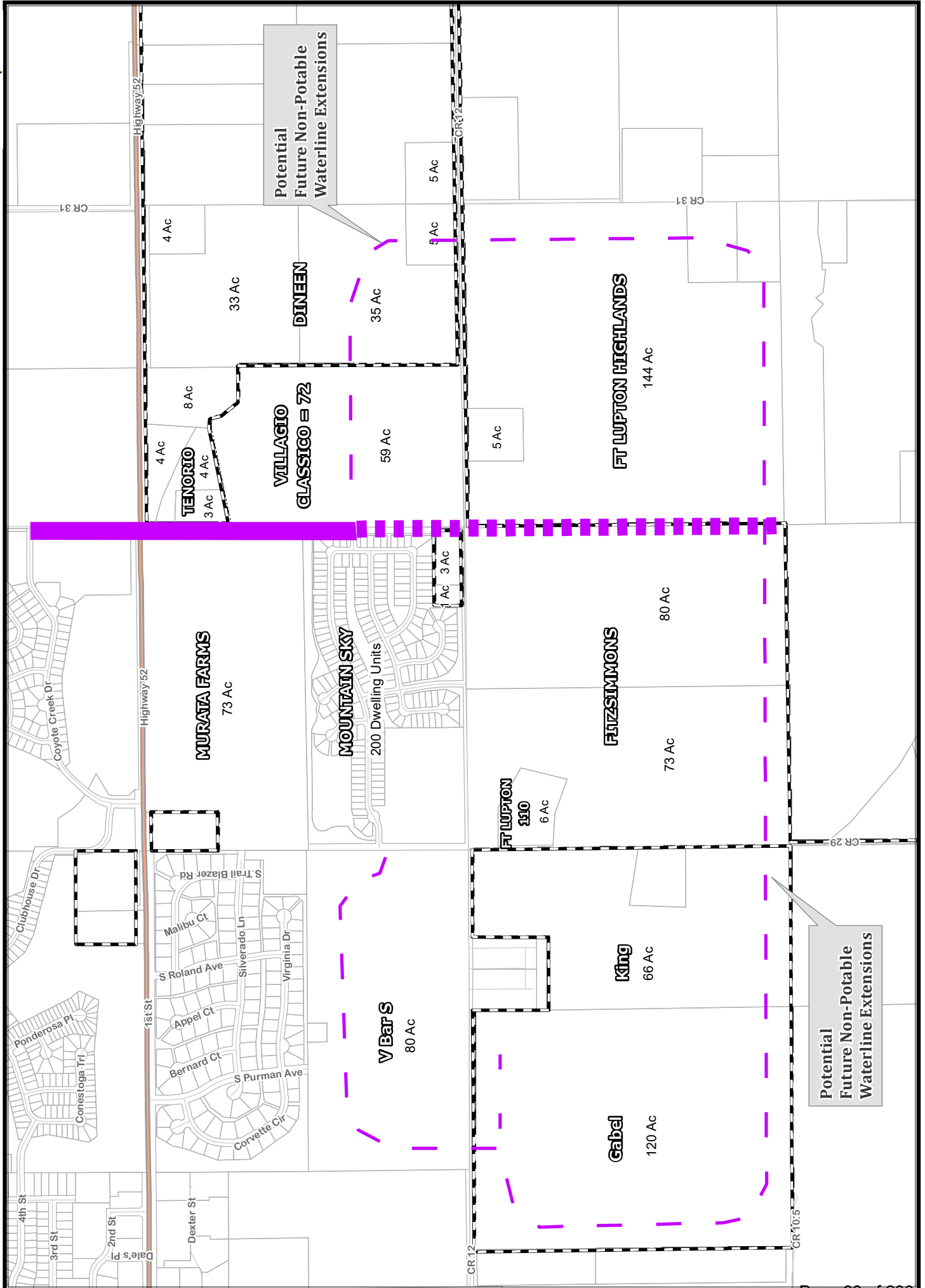


 Non-Potable Water

 Shared Improvements

 Future Expansion





Mountain Sky Reimbursements

Sanitary
Sewer

Mountain Sky
Sanitary Line

Future
Expansion

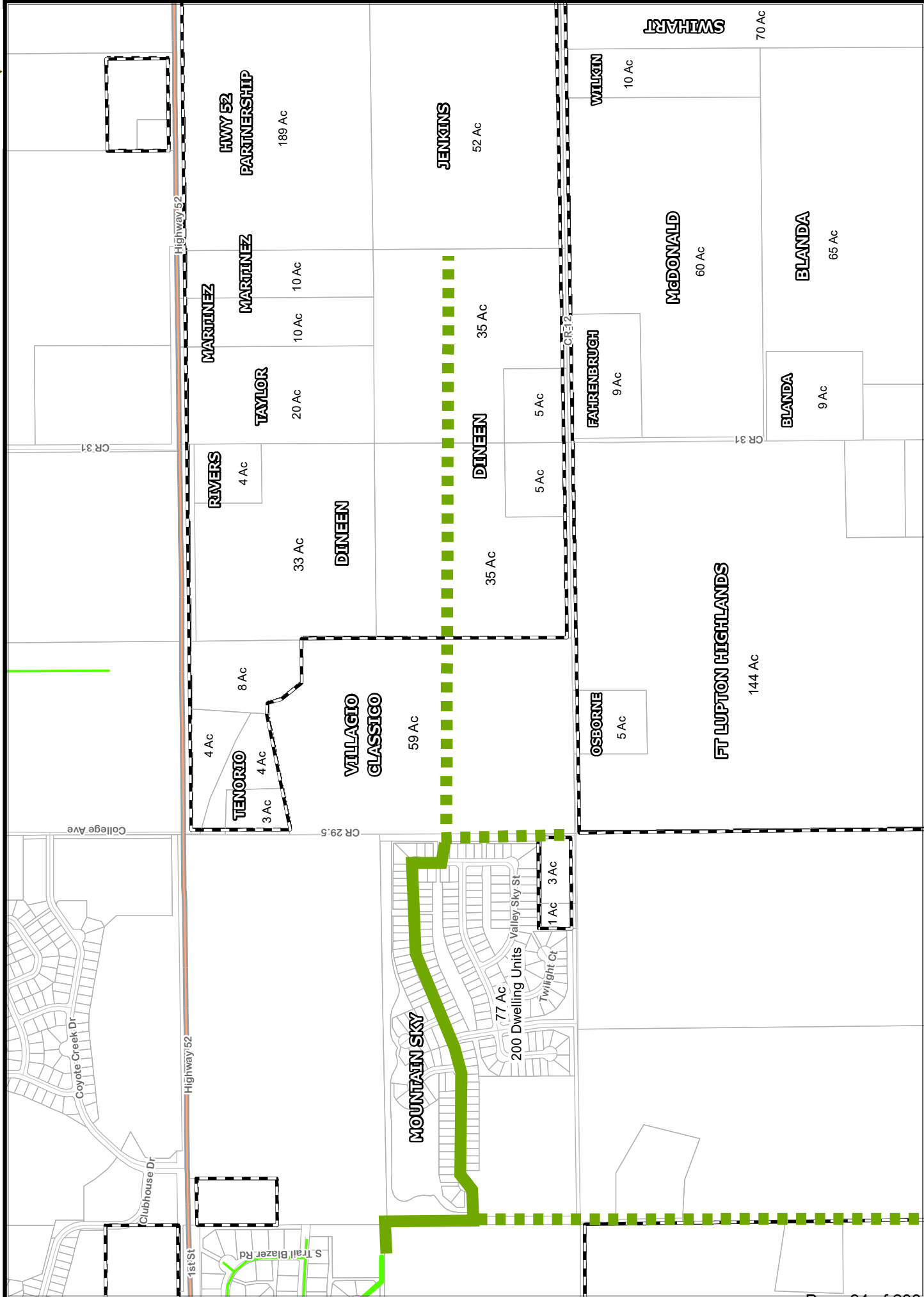


Exhibit B
Cost Allocation Formula and Costs

EXHIBIT B
Mountain Sky Off Site Reimbursement Plan

<u>College Ave</u>	<u>Mt Sky SFE</u>	<u>Total SFE</u>	<u>Reimbursable Amt</u>	
			\$ 554,547.58	\$ 219.02 /LF
<u>Water</u>				
\$ 471,890.43	200	1118	\$ 563.17	/SFE
	\$ 84,416.89		\$ 387,473.54	
<u>Nonpotable Irrigation</u>				
\$ 412,057.06	200	2315	\$ 214.12	/SFE
	\$ 35,598.88		\$ 376,458.18	
<u>Sewer</u>				
\$ 520,073.88	200	804	\$ 795.87	/SFE
	\$ 129,371.61		\$ 390,702.27	
TOTAL			\$ 1,154,633.98	

	<u>Interest</u>	<u>Water Line Interest</u>	<u>NPWater Line Interest</u>	<u>Sewer Line Interest</u>	
2021	\$ 107,211.37	\$ 63,254.71	\$ 37,320.28	\$ 43,956.66	4.25%
2022	\$ 112,301.61	\$ 66,257.95	\$ 39,092.19	\$ 46,043.66	4.75%
		<u>\$ 129,512.66</u>	<u>\$ 76,412.47</u>	<u>\$ 90,000.32</u>	

WATER & SEWER EXTENSION TAP FEE SCHEDULE

Schedule with Interest 2021-2031

Water Meter Size, inches	SFEs/Meter Size	Water Line Reimbursement Cost,\$563.17/SFE	NP Irrigation Line Reimbursement Cost,\$214.12/SFE	Sewer Line Reimbursement Cost,\$795.874/SF
3/4	1	\$563.17	\$214.12	\$795.87
1	4	\$2,252.68	\$856.48	\$3,183.48
1 1/2	10	\$5,631.70	\$2,141.20	\$7,958.70
2	25	\$14,079.25	\$5,353.00	\$19,896.75
3	45	\$25,342.65	\$9,635.40	\$35,814.15
4	90	\$50,685.30	\$19,270.80	\$71,628.30
6	170	\$95,738.90	\$36,400.40	\$135,297.90
8	300	\$168,951.00	\$64,236.00	\$238,761.00

Mountain Sky Reimbursement Plan Streets

Hwy 52 Improvements

<i>Development</i>	<i>Parcel ID</i>	<i>Area</i>	<i>Traffic Count</i>	<i>Roadway Frontage</i>
Mountain Sky	147104304003		77	200
HICKEY KENNETH B	147104300076		1	4.5
POWELL LIVING TRUST	147104300074		3	13.5
Murata	147104000069		73	314
Villagio	147104400094		59	72
TENORIO LAWRENCE J	147104400084		3	13.5
TENORIO LAWRENCE J	147104400085		4	18
ARELLANO-ORNEALAS JOSE JUAN	147104000080		4	18
RUIZ GERMAIN A	147104400093		8	36
			232	690

<i>Hwy 52 to NE Corner Mt Sky</i>		\$ 554,547.58		\$ 219.02 /lf lane	
Murata	147104000069	73	314	1266	\$ 277,273.79
Villagio	147104400094	59	72	597	\$ 130,752.33
TENORIO LAWRENCE J	147104400084	3	13.5	438	\$ 95,928.85
TENORIO LAWRENCE J	147104400085	4	18	174	\$ 38,108.72
ARELLANO-ORNEALAS JOSE JUAN	147104000080	4	18	57	\$ 12,483.89
RUIZ GERMAIN A	147104400093	8	36	0	\$ -

NW Corner CR12 / College Ave

HICKEY KENNETH B	147104300076	1	4.5
POWELL LIVING TRUST	147104300074	3	13.5

Mountain Sky Reimbursement Plan Potable Water

<i>Development</i>	<i>Parcel ID</i>	<i>Area</i>	<i>DU / Ac</i>	<i>SFE</i>	<i>AssZon</i>
Mountain Sky	147104304003	77	2.6	200	R - PUD
HICKEY KENNETH B	147104300076	1	1	1	R
POWELL LIVING TRUST	147104300074	3	2	6	C
Murata	147104000069	73	4.3	314	R - PUD
Villagio	147104400094	59	3	177	R - PUD
TENORIO LAWRENCE J	147104400084	3	2	6	C
TENORIO LAWRENCE J	147104400085	4	2	8	C
ARELLANO-ORNEALAS JO	147104000080	4	2	8	C
RUIZ GERMAIN A	147104400093	8	2	16	C
Fitzsimmons	147109000054	73	1	73	R-Est
Fitzsimmons	147109000004	80	1	80	R-Est
Ft Lupton Highlands	147109100004	144	1	144	R-Est
OSBORNE MYRA	147109100001	5	1	5	R-Est
DINEEN ROBERT J	147104400087	35	1	35	R-Est
DINEEN ROBERT J	147104400086	5	1	5	R-Est
DINEEN ROBERT J	147103300074	5	1	5	R-Est
DINEEN ROBERT J	147103300075	35	1	35	R-Est
		614		1118	

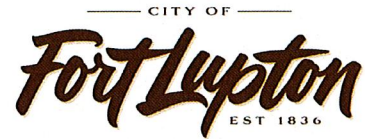
Mountain Sky Reimbursement Plan NonPotable Irrigation

<i>Development</i>	<i>Parcel ID</i>	<i>Area</i>	<i>DU / Ac</i>	<i>SFE</i>	<i>AssZon</i>
Mountain Sky	147104304003	77	2.6	200	R - PUD
HICKEY KENNETH B	147104300076	1	1	1	R
POWELL LIVING TRUST	147104300074	3	2	6	C
Murata	147104000069	73	4.3	314	R - PUD
Villagio	147104400094	59	3	177	R - PUD
TENORIO LAWRENCE J	147104400084	3	2	6	C
TENORIO LAWRENCE J	147104400085	4	2	8	C
ARELLANO-ORNEALAS JO	147104000080	4	2	8	C
RUIZ GERMAIN A	147104400093	8	2	16	C
Fitzsimmons	147109000054	73	1	73	R-Est
Fitzsimmons	147109000004	80	1	80	R-Est
Ft Lupton Highlands	147109100004	144	1	144	R-Est
OSBORNE MYRA	147109100001	5	1	5	R-Est
DINEEN ROBERT J	147104400087	35	1	35	R-Est
DINEEN ROBERT J	147104400086	5	1	5	R-Est
DINEEN ROBERT J	147103300074	5	1	5	R-Est
DINEEN ROBERT J	147103300075	35	1	35	R-Est
V BAR S EIGHTY ACRES LL	147105400141	80	3	360	R
GABEL TODD A	147108200023	120	3	540	R
KING LLC	147108100015	66	2	297	R
		880		2315	

Mountain Sky Reimbursement Plan Sanitary Sewer

<i>Development</i>	<i>Parcel ID</i>	<i>Area</i>	<i>DU / Ac</i>	<i>SFE</i>	<i>AssZon</i>
Mountain Sky	147104304003	77	2.6	200	R - PUD
HICKEY KENNETH B	147104300076	1	1	1	R
POWELL LIVING TRUST	147104300074	3	2	6	C
Villagio	147104400094	59	3	177	R - PUD
TENORIO LAWRENCE J	147104400084	3	2	6	C
TENORIO LAWRENCE J	147104400085	4	2	8	C
ARELLANO-ORNEALAS JOSE JUAN	147104000080	4	2	8	C
RUIZ GERMAIN A	147104400093	8	2	16	C
Ft Lupton Highlands	147109100004	144	1	144	R-Est
OSBORNE MYRA	147109100001	5	1	5	R-Est
DINEEN ROBERT J	147104400087	35	1	35	R-Est
DINEEN ROBERT J	147104400086	5	1	5	R-Est
DINEEN ROBERT J	147103300074	5	1	5	R-Est
DINEEN ROBERT J	147103300075	35	1	35	R-Est
JENKINS WILLIAM A	147103000040	52	1	52	R-Est
DINEEN ROBERT J	147104400083	33	1	33	R-Est
RIVERA ANGELES MORALES	147104400082	4	2	8	C
TAYLOR WILLIAM A	147103000030	20	2	40	C
MARTINEZ DANIEL	147103000031	10	2	20	C
MARTINEZ VINCENTE G	147103000032	10	2	20	C
HIGHWAY 52 PARTNERSHIP	147103000035	189	3	567	C/R - PUD
FAHRENBRUCH CHERYL A	147110200001	9	1	9	R-Est
MCDONALD MARLYS M	147110200002	60	1	60	R-Est
BLANDA LISA	147110200004	65	1	65	R-Est
BLANDA LISA	147110200003	9	1	9	R-Est
SWIHART RANDY K	147110100077	70	1	70	R-Est
		919		804	

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2021-088

CONSIDERATION OF A RESOLUTION ACCEPTING AN ANNEXATION PETITION FOR THE RATERINK ANNEXATION SUBMITTED BY VIRGINIA J. RATERINK AND GEORGE V. RATERINK AND TO SET A PUBLIC HEARING DATE FOR JULY 20, 2021

I. **Agenda Date:** Council Meeting – June 15, 2021

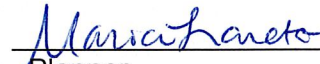
II. **Attachments:**

- a. Resolution
- b. Land Use Application
- c. Annexation Petition
- d. Annexation Map

III. **Summary Statement:**

Virginia J Raterink and George V. Raterink (the "Applicants") have submitted an annexation petition to initiate annexation proceedings for two parcels of land. The parcels are located north and adjacent to Highway 52 and approximately 0.07 miles west of Coyote Creek Drive (Parcel Nos. 147105100002 and 147105100001). The annexation will also include a portion of Clubhouse Drive as indicated on the attached map. This proposed annexation, known as the Raterink Annexation, consists of a total of 8.68 acres, more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on July 20, 2021.

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:

Virginia J Raterink and George V. Raterink (the "Applicants") have submitted an annexation petition to initiate annexation proceedings for two parcels of land. The parcels are located north and adjacent to Highway 52 and approximately 0.07 miles west of Coyote Creek Drive (Parcel Nos. 147105100002 and 147105100001). The annexation will also include a portion of Clubhouse Drive as indicated on the attached map. This proposed annexation, known as the Raterink Annexation, consists of a total of 8.68 acres, more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on July 20, 2021. The application includes an initial zoning request to the Agriculture District.

The initiating resolution is the first step in the annexation process and is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. The resolution also sets the public hearing date to consider the annexation. If Council adopts the resolution to accept the petition, the petitioners will move on to the next step, which is the review of the proposed annexation, initial zoning, and submitted application documents by the Development Review Team (DRT). Step three is a review and public hearing on July 8, 2021 by the Planning Commission who will provide Council with a recommendation. City Council is then required to act upon the request by ordinance at the public hearing, which is proposed to be set for July 20, 2021, which is the final step in the process.

X. Legal/Political Considerations:

State law and the Fort Lupton Municipal Code require the City Council to set a hearing date for the annexation request (Municipal Code Chapter 15). The Council hearing date must not be less than 30 days nor more than 60 days from the date of the resolution of substantial compliance, unless stipulated by the applicant. The proposed City Council public hearing date of July 20, 2021 complies with this requirement.

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

XI. Alternatives/Options:

The City Council has the following three options:

- a) Approve the resolution accepting the annexation petition and initiating the annexation proceedings; or*

- b) Reject the annexation petition at which time the annexation request will not move forward;
or*
- c) Delay action on the resolution to gather more information.*

XII. Financial Considerations:

Applicable application fees and fee deposits have been submitted by the applicant.

XIII. Staff Recommendation:

Staff recommends approval of the Resolution accepting the annexation petition and initiating annexation proceedings for the Raterink Annexation and set the public hearing for July 20, 2021.



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

www.fortluptonco.gov

Phone: 303.857.6694
Fax: 303.857.0351

Project No. _____

Land Use Application Form

A. CONTACT INFORMATION

1) Property Owner Name: George V. and Virginia J. Raterink

Company: _____

Phone: 303-709-6053 Email: georgeraterink@yahoo.com

Address: 13877 Hwy 52, Ft. Lupton, Co 80621

Preferred method of contact? Email: ☐ Phone: ☒ Mail: ☐

2) Representative Name: see above

Company: _____

Phone: _____ Email: _____

Address: _____

Preferred method of contact? Email: ☐ Phone: ☐ Mail: ☐

3) Billing Contact (*where invoices should be directed to*): see above

Billing Company : _____

Phone: _____ Email: _____

Address: _____ **B.**

SITE DESCRIPTION

Site Address: 13877 Hwy 52, Fort Lupton, Co. 80621

Parcel Number: 147105100001, 147105100002

Existing Zone Classification: Ag Proposed Zone Classification: Ag

Water Type: Well Name: _____

Sewage Type: Septic District Name or Location Hauled to: _____

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

Sketch Plat

Preliminary Plat

Final Plat

Minor Subdivision

Amended Plat

Site Plan

Administrative Site Plan

Special Use Permit

Oil & Gas Permit

Annexation & Initial Zone

Change of Zone

Comp Plan Amendment

PUD Plan (Preliminary & Final)

Variance

Administrative Variance

Appeal

Other: _____

D. PROJECT DESCRIPTION

Project Name: Raterink Annexation

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

Annexation of current property located in Weld County into the City of Fort Lupton. Property to remain Agricultural, at this time, as it is currently zoned through a Recorded Exemption with Weld County.

E. REQUIRED DOCUMENTS

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

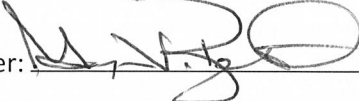
F. CERTIFICATIONS Representative Certification

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

Representative: _____ Date: _____

Owner Certification

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

Owner:  Virginia J. Raterink 5/28/21
Date: _____

For Office Use Only

Received Date: _____

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

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

Instructions for Submitting the Land Use Application Form

DEFINITIONS

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

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

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

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

A. CONTACT INFORMATION

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

B. SITE DESCRIPTION

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

C. APPLICATION TYPE

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

D. PROJECT DESCRIPTION

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

E. REQUIRED DOCUMENTS

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

F. CERTIFICATIONS

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

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

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

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

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

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

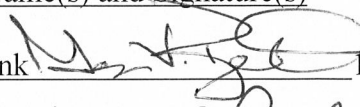
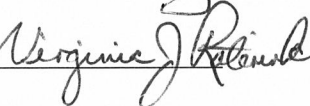
1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed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

- h. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Fort Lupton was held within the twelve months preceding the filing of this petition.
 - i. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - j. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - k. The territory to be annexed is **8.68 more or less** acres in total area.
 - l. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - m. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - n. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of an annexation map shall be submitted to the City, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information:
- a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the annexation map.
 - d. The legal description.
 - e. Distinction of the boundary that is contiguous to the City and the length of same.
 - f. Lot and block numbers if the area is already platted.
 - g. Existing and proposed easements and rights-of-way.

- h. Existing and requested zoning and acreage of each requested zone.
 - i. Ownership of all parcels within and adjacent to the annexation.
 - j. Appropriate certification blocks as directed by the Planning Department.
- 5. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of a master plan shall be submitted to the City of Fort Lupton, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information.
 - a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the master plan.
 - d. Existing and proposed easements and rights-of-way.
 - e. Block numbers and lot numbers with approximate dimensions.
 - f. Proposed gross and net residential density.
 - g. Existing watercourses with adequate easements for flood control.
 - h. Designation of all public sites to be reserved and dedicated.
 - i. Existing two-foot contours.
 - j. Appropriate certification blocks as directed by the Planning Department.
- 6. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of five (5) copies of all required supportive information shall be submitted to the City of Fort Lupton which shall include the following:
 - a. Soils description and limitation.
 - b. Preliminary utility plan.
 - c. Mailing addresses of all property owners within five hundred (500) feet of the annexation.
 - d. Affidavit concerning the amount and historical use of all water rights owned.
 - e. Vicinity map with one and one-half (1 ½) mile radius, at a minimum scale of one (1) inch represents two thousand (2,000) feet.
 - f. Statement on community need for proposed annexation and zoning.
 - g. For all annexations in excess of ten (10) acres, the applicant shall obtain from the school district governing the area to be annexed a statement of the effect of the annexation upon the school district, including an estimate of the number of students generated by the proposed annexation and the capital construction required to educate such students.
- 7. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.

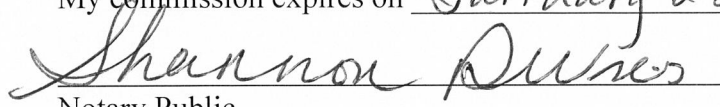
8. The zoning classification requested for the area proposed to be annexed is **Agricultural**, as shown on the annexation map attached hereto and incorporated herein.
9. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
10. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion. Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.
11. The non-refundable annexation application fee of **\$836.80** is tendered herewith.

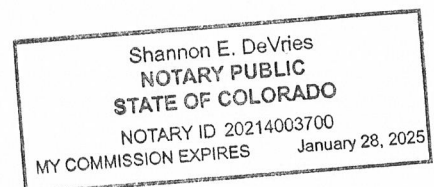
THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

<u>Land Owner(s) Name(s) and Signature(s)</u>	<u>Mailing Address</u>	<u>Date of Signing</u>
George V. Raterink 	13877 Hwy 52, Ft. Lupton, Co	5/28/21
Virginia J. Raterink 	13877 Hwy 52, Ft. Lupton, Co.	5/28/21
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The foregoing signature(s) was/were subscribed and sworn to before me this 28 day of May, 2021, by

Witness my hand and official seal.

My commission expires on January 28, 2025

Notary Public



Land Owned

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST, OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5 TO BEAR SOUTH 89°39'45" WEST, BEING MONUMENTED ON THE EAST END BY A 3/4" REBAR WITH 3 1/4" ALUMINUM CAP, PLS 13155 IN MONUMENT BOX, AND ON THE WEST END BY A 3/4" REBAR WITH 3 1/4" ALUMINUM CAP, PLS 13155 IN MONUMENT BOX, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 5; THENCE NORTH 00°07'26" WEST, COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF APPEL FARM ANNEXATION TO THE CITY OF FORT LUPTON AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°39'45" WEST, COINCIDENT WITH SAID NORTH LINE, A DISTANCE OF 767.13 FEET TO THE WEST LINE OF LOT A, RECORDED EXEMPTION NO. REC X20-0069, AS SHOWN ON THE PLAT RECORDED AUGUST 5, 2020 AS RECEPTION NO. 4616704 IN THE RECORDS OF THE

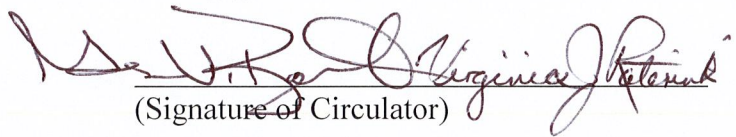
CLERK AND RECORDER FOR WELD COUNTY, COLORADO, ALSO BEING THE EAST LINE OF TWOMBLY ANNEXATION, AS SHOWN ON THE PLAT RECORDED FEBRUARY 23, 1994 AS RECEPTION NO. 2374890 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE NORTH 00°07'26" WEST, COINCIDENT WITH SAID LINE, A DISTANCE OF 492.97 FEET TO THE NORTHWEST CORNER OF SAID LOT A; THENCE NORTH 89°40'43" EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT A AND LOT B, RECX20-0069, ALSO BEING THE SOUTH LINE OF SAID TWOMBLY ANNEXATION, A DISTANCE OF 742.13 FEET TO THE NORTHEAST CORNER OF SAID LOT B, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF CLUBHOUSE DRIVE AS DESCRIBED IN DEED RECORDED DECEMBER 21, 1998 AS RECEPTION NO. 2661930 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE SOUTH 00°07'26" EAST, COINCIDENT WITH THE WEST LINE OF SAID CLUBHOUSE DRIVE, A DISTANCE OF 94.65 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 28°57'18", WHOSE CHORD BEARS SOUTH 14°36'05" EAST, A DISTANCE OF 100.00 FEET; THENCE COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 101.07 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 00°07'26" EAST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 301.20 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 378,092 SQUARE FEET OR 8.60 ACRES, MORE OR LESS.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

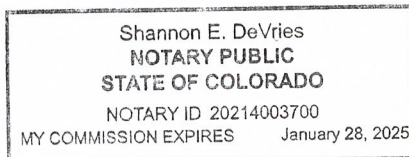
_____, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.

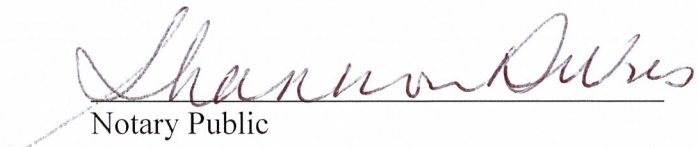

(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 28th day of May, 2021, by George Raterink + Virginia Raterink

Witness my hand and official seal.

My commission expires on 1/28/2025.




Notary Public

Located in the Northeast 1/4 of Section 5,
Township 1 North, Range 66 West of the 6th P.M.,
County of Weld, State of Colorado

Page 114 of 200

Exhibit A

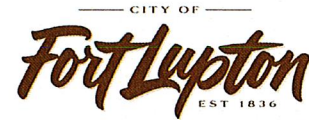
LEGAL DESCRIPTION OF PROPERTY SUBJECT TO ANNEXATION

A PARCEL OF LAND LOCATED AT THE NORTHEAST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF WELD, STATE OF COLORADO: FURTHER DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 5 TO BEAR SOUTH 89°39'45" WEST, BEING MONUMENTED ON THE EAST END BY A $\frac{3}{4}$ " REBAR WITH 3 $\frac{1}{4}$ " ALUMINUM CAP, PLS 13155 N MONUMENT BOX, AND ON THE WEST END BY A $\frac{3}{4}$ " REBAR WITH 3 $\frac{1}{4}$ " ALUMINUM CAP, PLS 13155 IN MONUMENT BOX, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; COMMENCING AT THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION 5; THENCE NORTH 00°07'26" WEST, COINCIDENT WITH THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 5, A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF APPEL FARM ANNEXATION TO THE TOWN OF FORT LUPTON AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°39'45" WEST, COINCIDENT WITH SAID NORTH LINE, A DISTANCE OF 767.13 FEET TO THE WEST LINE OF LOT A, RECORDED EXEMPTION NO. RECX20-0069, AS SHOWN ON THE PLAT RECORDED AUGUST 5, 2020 AS RECEPTION NO. 4616704 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, ALSO BEING THE EAST LINE OF TWOMBLY ANNEXATION, AS SHOWN ON THE PLAT RECORDED FEBRUARY 23, 1994 AS RECEPTION NO. 2374890 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE NORTH 00°07'26" WEST, COINCIDENT WITH SAID LINE, A DISTANCE OF 492.97 FEET TO THE NORTHWEST CORNER OF SAID LOT A; THENCE NORTH 89°40'43" EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT A AND LOT B, RECX20-0069, ALSO BEING THE SOUTH LINE OF SAID TWOMBLY ANNEXATION, A DISTANCE OF 767.13 FEET TO THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 5; HENCE SOUTH 00°07'26" EAST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 492.76 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 378,092 SQUARE FEET OR 8.68 ACRES, MORE OR LESS

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2021-089

AUTHORIZE THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH THE FTL LAND ASSEMBLAGE LLLP AND/OR ASSIGNS FOR \$850,000.00 FOR A NEW BUILDING AND LAND FOR THE FORT LUPTON PUBLIC AND SCHOOL LIBRARY

I. **Agenda Date:** Council Meeting – June 15, 2021

II. **Attachments:**

- a. Real Estate Purchase Agreement
- b. Ordinance 2021-xxxx

III. **Summary Statement:**

Approval of a purchase agreement between FTL Land Assemblage LLLP, the City of Fort Lupton and Weld Re8 School District 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:**



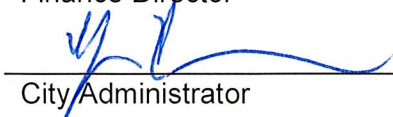
City Administrator

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:

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 acres 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 voted on June 3, 2021 to sign the Purchase of Sale Agreement. Attached is a Purchase and Sale Agreement with both the City and School District as buyers of this land.

PROPERTY LOCATION.

LEGAL DESCRIPTION.

Lot 13, Block 5, Lupton Village PUD
Fort Lupton, CO 80621

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

RE/MAX Nexus

11409 Business Park Circle, Ste 200 Firestone, CO 80504

Kristel E. Acre

Ph: 303-845-2373 Fax: 720-247-9228

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.(CBS4-5-19) (Mandatory 7-19)

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 Weld RE-8 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 SE Reynolds/ S. Rollie, 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	<i>Date of MEC</i>	
		Title		
2	§ 8.1, 8.4	Record Title Deadline	<i>5 days after MEC</i>	
3	§ 8.2, 8.4	Record Title Objection Deadline	<i>20 days after receipt of Title Commitment</i>	
4	§ 8.3	Off-Record Title Deadline	<i>5 days after MEC</i>	
5	§ 8.3	Off-Record Title Objection Deadline	<i>20 days after receipt of Title Commitment</i>	
6	§ 8.5	Title Resolution Deadline	<i>35 days after Buyer's Title Objection</i>	
7	§ 8.6	Right of First Refusal Deadline		
		Owners' Association		
8	§ 7.2	Association Documents Deadline		
9	§ 7.4	Association Documents Termination Deadline		
		Seller's Disclosures		
10	§ 10.1	Seller's Property Disclosure Deadline		
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)		

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		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	<i>30 Calendar Days prior to Closing</i>
24	§ 9.3	New ILC or New Survey Objection Deadline	<i>20 Calendar Days prior to Closing</i>
25	§ 9.3	New ILC or New Survey Resolution Deadline	<i>10 Calendar Days prior to Closing</i>
		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	<i>30 Calendar Days from MEC</i>
31	§ 10.6	Due Diligence Documents Objection Deadline	<i>76 Calendar Days from MEC</i>
32	§ 10.6	Due Diligence Documents Resolution Deadline	<i>90 Calendar Days from MEC</i>
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	<i>120 Calendar Days from MEC</i>
40	§ 17	Possession Date	<i>Date of Closing</i>
41	§ 17	Possession Time	<i>Upon Delivery of Deed and Funding</i>
42	§ 28	Acceptance Deadline Date	<i>6/17/2021</i> Thursday
43	§ 28	Acceptance Deadline Time	<i>5:00pm MST</i>
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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.

281 **4.4. Form of Funds; Time of Payment; Available Funds.**

282 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan
283 proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws,
284 including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good
285 Funds).
286

287 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be
288 paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow
289 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer
290 represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have funds that are immediately
291 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
292

293 **4.5. New Loan.** (Omitted as inapplicable)
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295 **4.6. Assumption.** (Omitted as inapplicable)
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297 **4.7. Seller or Private Financing.** (Omitted as inapplicable)
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TRANSACTION PROVISIONS

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305 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)
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307 **5.3. Credit Information and Buyer's New Senior Loan.** (Omitted as inapplicable)
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309 **5.4. Existing Loan Review.** (Omitted as inapplicable)
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313 **6. APPRAISAL PROVISIONS.**

314 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
315 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
316 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs
317 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.
318

319 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective
320 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.
321

322 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value
323 is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**
324 Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:
325

326 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this
327 Contract is terminated; or
328

329 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by
330 either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the
331 Purchase Price (Lender Verification).
332

333 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or
334 before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
335 thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**
336 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination,
337 i.e., on or before expiration of **Appraisal Resolution Deadline**.
338

339 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
340 removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property
341 (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract
342 terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless
343 prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the
344 Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in
345 writing by Buyer.
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351 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
352 timely paid by ☐Buyer ☐Seller. The cost of the Appraisal may include any and all fees paid to the appraiser,
353 appraisal management company, lender's agent or all three.
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356 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common
357 Interest Community and subject to the declaration (Association).
358

359 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A**
360 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.**
361 **THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'**
362 **ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND**
363 **REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS**
364 **WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN**
365 **OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE**
366 **ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL**
367 **IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE**
368 **COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN**
369 **ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND**
370 **THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON**
371 **INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE**
372 **ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY**
373 **AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**
374

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376 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association
377 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline.** Seller
378 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
379 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents,
380 regardless of who provides such documents.
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383 **7.3. Association Documents.** Association documents (Association Documents) consist of the
384 following:
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386 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of
387 organization, operating agreements, rules and regulations, party wall agreements and the Association's
388 responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

389 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive
390 boards' or managers' meetings; such minutes include those provided under the most current annual disclosure
391 required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the
392 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent
393 minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and
394

395 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual
396 Disclosure, including, but not limited to, property, general liability, association director and officer professional
397 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,
398 additional named insureds and expiration dates of the policies listed (Association Insurance Documents);
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400 **7.3.4.** A list by unit type of the Association's assessments, including both regular and
401 special assessments as disclosed in the Association's last Annual Disclosure;
402

403 **7.3.5.** The Association's most recent financial documents which consist of: (1) the
404 Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial
405 statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's
406 last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list
407 of the fees and charges (regardless of name of title of such fees or charges) that the Association's community
408 association manager or Association will charge in connection with the Closing including, but not limited to, any
409 fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update
410 fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change
411 Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working
412 capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);
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414 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action"
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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** By Buyer's Agent, Kristel Acre.

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**).

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633 **9. NEW ILC, NEW SURVEY.**

634 **9.1. New ILC or New Survey.** If the box is checked, a: 1) ☐ **New Improvement Location Certificate**
635 **(New ILC)**; or, 2) ☒ **New Survey** in the form of Final PUD Plat; is required and the following will apply:

636 **9.1.1. Ordering of New ILC or New Survey.** ☒ **Seller** ☐ **Buyer** will order the New ILC or New
637 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
638 certified and updated as of a date after the date of this Contract.

639 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be
640 paid, on or before Closing, by: ☒ **Seller** ☐ **Buyer** or

641 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or
642 the provider of the opinion of title if an Abstract of Title) and Buyer's Attorney will receive a New ILC or New
643 Survey on or before **New ILC or New Survey Deadline**.

644 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by
645 the surveyor to all those who are to receive the New ILC or New Survey.

646 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a
647 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or
648 change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion,
649 waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

650 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or**
651 **New Survey**. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in
652 Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**,
653 notwithstanding § 8.3 or § 13:

654 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is
655 terminated; or

656 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that
657 was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires
658 Seller to correct.

659 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received
660 by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed
661 in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will
662 terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's
663 written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before
664 expiration of **New ILC or New Survey Resolution Deadline**.

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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

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

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.

1121 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines
1122 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including
1123 Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as
1124 provided in this Contract or waived, the non-defaulting party has the following remedies:
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1126 **21.1. If Buyer is in Default:**

1127 ☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest
1128 Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest
1129 Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such
1130 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force
1131 and effect and Seller has the right to specific performance or damages, or both.
1132

1133 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1.**
1134 **is checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to
1135 Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES
1136 and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4,
1137 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform
1138 the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional
1139 damages.
1140

1141 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all
1142 Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be
1143 proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the
1144 right to specific performance or damages, or both.
1145

1146 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event
1147 of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must
1148 award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
1149 expenses.
1150

1151 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not
1152 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties
1153 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot
1154 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to
1155 the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the
1156 cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute
1157 is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the
1158 other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section
1159 prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the
1160 date of written notice requesting mediation. This Section will not alter any date in this Contract, unless
1161 otherwise agreed.
1162

1163 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
1164 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In
1165 the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the
1166 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 cause its Listing Broker, Commercial Broker's Alliance NOCO, LLC to pay a real estate commission of 3% to RE/MAX Nexus, Agent Kristel Acre.

B. The vacant parcel located in Weld County will include all 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 if the due diligence is not satisfactory for any reason in its sole discretion.

H. Initials at the bottom of each page of the contract shall not be required.

I. The Listing Brokerage is Commercial Broker`s Alliance, NOCO, LLC. Both Fred L. Croci and William J. Johanningmeier are licensed Real Estate Brokers in Colorado and are affiliated with Realty Funding Source, LLC and FTL Land Assemblage, LLLP.

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

Buyer: _____ Date: _____
City of Fort Lupton and Weld RE-8 School District
By Susan K. Browne, President, Board of Education, Weld RE-8 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

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**



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**

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:

CBS4-5-19. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

CTM eContracts - ©2020 MRI Software LLC - All Rights Reserved

Initials _____

ORDINANCE NO. 2021-xxxx

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, AUTHORIZING THE REAL ESTATE PURCHASE AGREEMENT OF REAL PROPERTY OWNED BY FTL LAND ASSEMBLAGE LLLP FOR A NEW BUILDING AND LAND FOR THE FORT LUPTON PUBLIC AND SCHOOL LIBRARY

WHEREAS, the City Council of the City of Fort Lupton, Colorado (City), has determined the it is necessary and advisable to purchase real property from FTL Land Assemblage LLLP for a new building and land for the Fort Lupton Public and School Library; and

WHEREAS, in accordance with C.R.S. §31-15-801 the City is further authorized to purchase the necessary land, building, equipment, and other property for governmental or proprietary purposes; and,

WHEREAS, in accordance with C.R.S. § 31-15-101 Municipalities may enter into contracts and may acquire, hold, lease, and dispose of property, both real and personal; and,

WHEREAS, an offer to purchase was made and contract was tendered subject to Council’s approval; and,

WHEREAS, the purchase price of the Real Property is determined to be \$850,000.00; and,

WHEREAS, the legal description of the parcel is attached as Exhibit A; and,

WHEREAS, Section C.R.S. § 31-15-801 requires that the Agreement and the terms thereof shall be concluded by an ordinance enacted by the City; and

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

Section 1. The City Council has reviewed the proposed Real Estate Purchase Agreement between FTL Land Assemblage LLLP “Seller” and the City of Fort Lupton “Buyers” including but not limited to, the purchase price and the terms of the contract and has found the proposed contract to be acceptable.

Section 2. The Mayor and City Clerk and hereby authorized to affix their signatures to the Agreement and forward the signed agreement to FTL Land Assemblage LLLP.

Section 3. Earnest Money Deposit “EMD” in the amount of 1% of purchase price (\$8,500) in the form of good funds 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 with the agreement. If buyers have a right to terminate and timely terminate, Buyers are entitled to the return of the Earnest Money.

Section 4. Closing shall be no later than 120 days after Mutual Execution of the Contract, “MEC”.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 15th day of June 2021.

PUBLISHED in the Fort Lupton Press the 23rd day of June 2021.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this ___ day of ___ 2021.

PUBLISHED BY TITLE ONLY the ___ day of ___ 2021.

EFFECTIVE (after publication) the ___ day of ___ 2021.

CITY OF FORT LUPTON

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

Exhibit A

LEGAL DESCRIPTION.

Lot 13, Block 5 Lupton Village PUD
Fort Lupton, CO 80621

WELD COUNTY ASSESSOR INFO

Owner: FTL Land Assemblage LLLP
Weld County Parcel: 147105318013
Subdivision: Lupton Village PUD
Section: 5 Township: 1N Range: 66W

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2021-090

APPROVE A RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN PROPERTY INTO THE BOUNDARIES OF LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

I. **Agenda Date:** Council Meeting – June 15, 2021

II. **Attachments:**

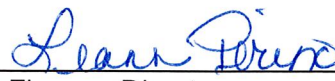
- a. Proposed Resolution
- b. Letter Requesting Consent to Inclusion

III. **Summary Statement:**

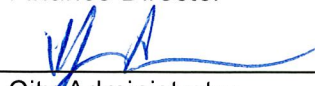
The Lupton Village Residential Metropolitan District is requesting City Consent pursuant to Section V.A.5 of its Service Plan to the inclusion of properties into its boundaries which were previously zoned commercial and previously included into the Lupton Village Commercial Metropolitan District. No other changes or requests are proposed.

IV. **Submitted by:** Jennifer Gruber Tanaka, Special Counsel

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:

Section V.A.5 of the Service Plan for the Lupton Village Residential Metropolitan District (the "District") provides: "The District shall not include into its boundaries any property outside of the Inclusion Area Boundaries without the prior written consent of the City". The Inclusion Area Boundaries are boundaries established in the Service Plan which are permitted to be included into the physical boundaries of the District without City consent. If property outside of these boundaries is requested to be included, prior City consent is required.

Lot 2, Block 7 and Tract D of the Lupton Village P.U.D. were not originally included in the District's Inclusion Area Boundaries as they were originally zoned commercial. Instead, because of the commercial zoning in place at the time, these parcels were originally included in the Inclusion Area Boundaries for the Lupton Village Commercial Metropolitan District, although the property was never included into the physical boundaries of the Lupton Village Commercial Metropolitan District.

On February 19, 2021, the Lupton Village P.U.D., as subsequently corrected and ratified, was recorded. The P.U.D. changed the zoning of these parcels from commercial to residential.

Due to the zoning change, the District is requesting City consent to include the parcels into the District so that it may be within the residential district as opposed to the commercial districts. The parcels were never included into the boundaries of the Lupton Village Commercial Metropolitan District so there is no overlap concern.

X. Legal/Political Considerations:

Section V.A.5 of the Service Plan for the Lupton Village Residential Metropolitan District (the "District") provides: "The District shall not include into its boundaries any property outside of the Inclusion Area Boundaries without the prior written consent of the City".

If the City does not consent, the property can be included into the Lupton Village Commercial Metropolitan District. The concern is that the commercial district is intended to include only commercial property due to the different assessment ratios for residential and commercial property.

XI. Alternatives/Options:

1. Adopt Resolution.
2. Do not adopt Resolution.

XII. Financial Considerations:

Not applicable.

XIII. Staff Recommendation:

Special Counsel recommends approval of the request through adoption of Proposed Resolution.

RESOLUTION NO. 2021RXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO CONSENTING TO THE INCLUSION OF CERTAIN PROPERTY INTO THE BOUNDARIES OF LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

WHEREAS, the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”) approved the service plan (the “**Service Plan**”) for Lupton Village Residential Metropolitan District (the “**District**”) on February 4, 2020 by way of Resolution No. 2020R022; and

WHEREAS, Exhibits C-1 and C-2 in the Service Plan describe the District’s “Inclusion Area Boundaries,” which represent the property that the District may include within its boundaries without separate approval or action of the Council; and

WHEREAS, Section V.A.5 of the Service Plan provides that the District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City; and

WHEREAS, when the Service Plan was submitted by the developer to the City and subsequently approved by the Council, the final plat was not yet complete for the development planned within the District’s Inclusion Area Boundaries; and

WHEREAS, the parcel now known as Lot 2, Block 7, and Tract D, according to the Lupton Village P.U.D., recorded in the office of the Weld County Clerk & Recorder on February 19, 2021 at reception no. 4684462, the Surveyor’s Affidavit of Correction recorded February 24, 2021 at reception no. 4685810 and ratifications recorded March 2, 2021 at reception nos. 4688203 and 4688204, and as further shown in Exhibit A attached hereto, (“**Lot 2, Block 7 and Tract D**”) was not included in the District’s Inclusion Area Boundaries at the time the Service Plan was approved by the City Council; and

WHEREAS, Lot 2, Block 7 and Tract D have been re-platted for the residential development; and

WHEREAS, the Board of Directors of the District has requested that the City consent to the inclusion of Lot 2, Block 7 and Tract D into the boundaries of the District; and

WHEREAS, no other changes to the Service Plan are proposed or requested.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Fort Lupton hereby consents to the inclusion of Lot 2, Block 7 and Tract D into the boundaries of the District, as such inclusion may be determined by the Board of Directors of the District pursuant to §§ 32-1-401(1), *et seq.*, C.R.S. All other provisions contained in the Service Plan shall remain the same and unchanged.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 15th DAY OF JUNE, 2021.

CITY OF FORT LUPTON,

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

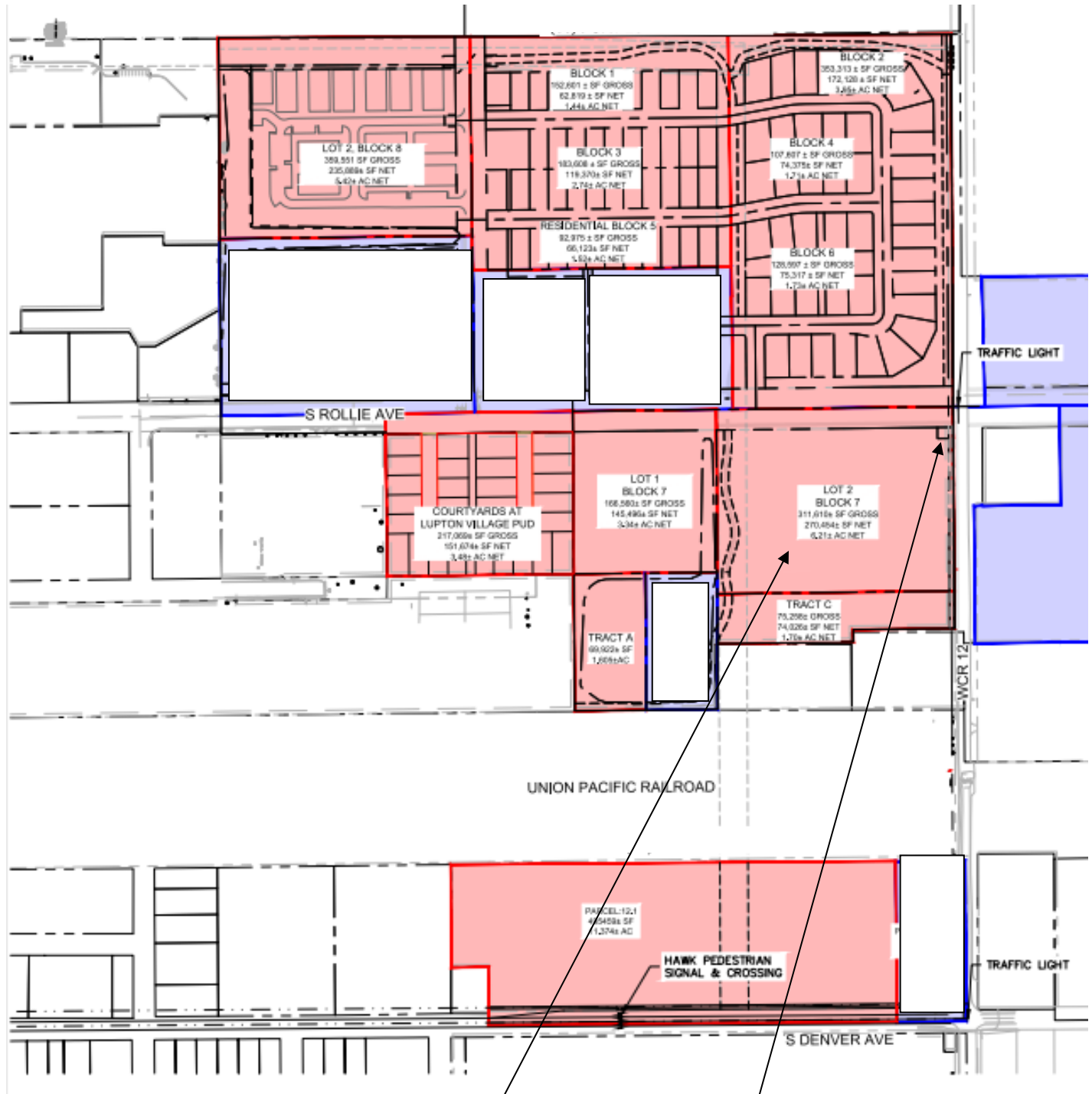
APPROVED AS TO FORM:

Andy Ausmus, City Attorney

EXHIBIT A

LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

INCLUSION AREA BOUNDARIES WITH THE ADDITION OF LOT 2, BLOCK 7 AND TRACT D



Lot 2, Block 7

Tract D

LAW OFFICE OF MICHAEL E. DAVIS, LLC

June 8, 2021

Sent Via Email to: jtanaka@wbapc.com

Jennifer Gruber Tanaka, *Esq.*
c/o City of Fort Lupton
130 S McKinley Avenue
Fort Lupton, CO 80621

RE: LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT:
REQUEST FOR CITY'S CONSENT TO INCLUDE PROPERTY

Dear Ms. Tanaka,

The City Council of the City of Fort Lupton (the "City") approved Amended and Restated Service Plans for Lupton Village Residential Metropolitan District and Lupton Village Commercial Metropolitan District (the "Districts") on February 4, 2020 by way of Resolution Nos. 2020R022 and 2020R023, respectively. Each District's Service Plan included certain "Inclusion Area Boundaries" that described property that may be included into each District, together with an "Inclusion Limitation" that provides that the Districts "shall not include within its boundaries any property outside of the Inclusion Area Boundaries without the prior consent of the City."

When the service plans were submitted by the developer and subsequently approved by the City, the final plat was not yet complete for the commercial and residential developments. At that time, one particular parcel (now known as Lot 2, Block 7 and Tract D) was anticipated to be platted as a commercial lot and was therefore included within the Inclusion Area Boundaries of the Commercial District. Lot 2, Block 7 and Tract D were ultimately platted as part of the residential development, and the Residential District is hereby requesting the City's consent of the inclusion of this lot and tract into the Residential District. No changes to the financial terms for the District are proposed.

Attached is a proposed form of consent for this inclusion, for the City Council's consideration. Please let me know if you have any questions or if I can provide any additional information that will assist you or the City Counsel in considering this request.

Sincerely,



Michael E. Davis

Resolution No. 2021R_____

**CONSENT OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO
TO THE INCLUSION OF CERTAIN PROPERTY INTO THE BOUNDARIES OF
LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT**

WHEREAS, the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”) approved the service plan (the “**Service Plan**”) for Lupton Village Residential Metropolitan District (the “**District**”) on February 4, 2020 by way of Resolution No. 2020R022; and

WHEREAS, Exhibits C-1 and C-2 in the Service Plan describe the District’s “Inclusion Area Boundaries,” which represent the property that the District may include within its boundaries without separate approval or action of the Council; and

WHEREAS, Section V.A.5 of the Service Plan provides that the District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City; and

WHEREAS, when the Service Plan was submitted by the developer to the City and subsequently approved by the Council, the final plat was not yet complete for the development planned within the District’s Inclusion Area Boundaries; and

WHEREAS, the parcel now known as Lot 2, Block 7, and Tract D, according to the Lupton Village P.U.D., recorded in the office of the Weld County Clerk & Recorder on February 19, 2021 at reception no. 4684462, the Surveyor’s Affidavit of Correction recorded February 24, 2021 at reception no. 4685810 and ratifications recorded March 2, 2021 at reception nos. 4688203 and 4688204, and as further shown in Exhibit A attached hereto, (“**Lot 2, Block 7 and Tract D**”) was not included in the District’s Inclusion Area Boundaries at the time the Service Plan was approved by the City Council; and

WHEREAS, Lot 2, Block 7 and Tract D have been re-platted for the residential development; and

WHEREAS, the Board of Directors of the District has requested that the City consent to the inclusion of Lot 2, Block 7 and Tract D into the boundaries of the District; and

WHEREAS, no other changes to the Service Plan are proposed or requested.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Fort Lupton hereby consents to the inclusion of Lot 2, Block 7 and Tract D into the boundaries of the District, as such inclusion may be determined by the Board of Directors of the District pursuant to §§ 32-1-401(1), *et seq.*, C.R.S. All other provisions contained in the Service Plan shall remain the same and unchanged.

Signature page follows.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE
CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS ____ DAY OF
_____, 2021.**

CITY OF FORT LUPTON,

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Mari Peña, City Clerk

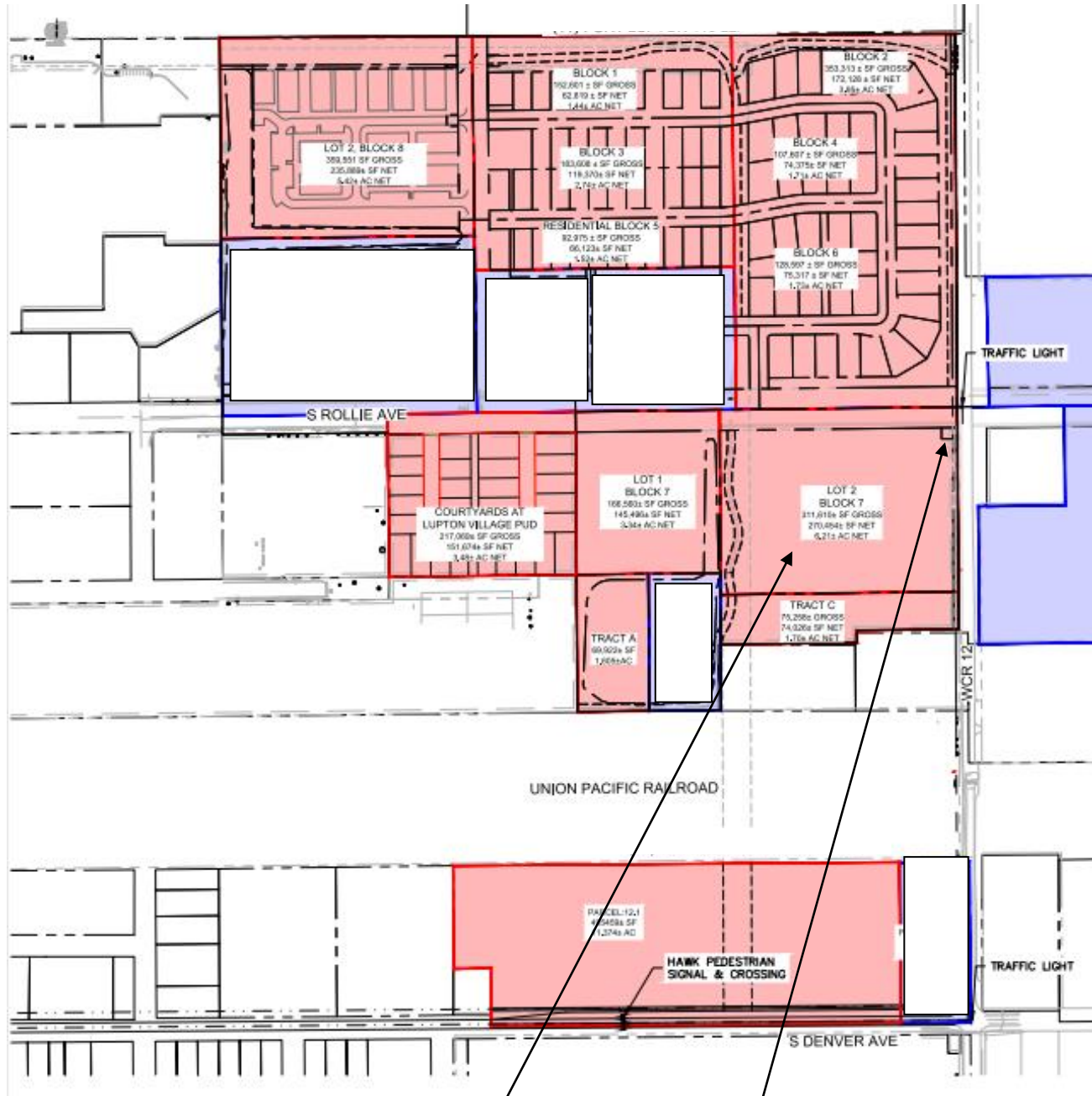
APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney

EXHIBIT A

LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

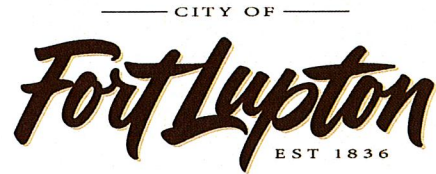
INCLUSION AREA BOUNDARIES WITH THE ADDITION OF LOT 2, BLOCK 7 AND TRACT D



Lot 2, Block 7

Tract D

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2021-093

ACCEPTING AN APPLICATION AND APPROVING A RESOLUTION ESTABLISHING ALL OF THE CITY OF FORT LUPTON AS THE NEIGHBORHOOD FOR THE APPLICATION SUBMITTED BY 7-ELEVEN, INC. DBA 7-ELEVEN STORE 41743H FOR A FERMENTED MALT BEVERAGE LICENSE AT 641 14th STREET AND SETTING A PUBLIC HEARING FOR JULY 20, 2021 FOR CONSIDERATION OF THE APPLICATION

I. Agenda Date: Council Meeting – June 15, 2021

II. Attachments:

- a. Resolution 2021-xxx
- b. Fermented Malt Beverage License Application

III. Summary Statement:

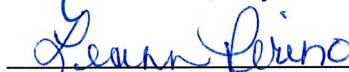
7-Eleven Store 41743H, has submitted an application for a Fermented Malt Beverage License at 641 14th Street. Colorado Revised Statutes state that the local licensing authority shall establish an affected neighborhood and schedule a public hearing for said application.

IV. Submitted by:



Maricela Peña, City Clerk

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:

Under CRS §44-3-301 the Local Licensing Authority, before granting any license, shall consider the reasonable requirements of the neighborhood and the desire of the adult inhabitants as evidenced by petitions, remonstrance or otherwise, and all other reasonable restrictions that are or may be placed upon the neighborhood by the local licensing authority.

Upon receipt of an application the local licensing authority shall schedule a public hearing upon the application not less than thirty days from the date of the application and shall post and publish the public notice thereof not less than 10 days prior to the hearing.

Staff suggests the City Council, acting as the Local License Authority Board, set all of the City of Fort Lupton as the neighborhood that will be affected by the license. The needs of the neighborhood and desires of the inhabitants are to be considered at the hearing.

X. Legal/Political Considerations:

XI. Alternatives/Options:

XII. Financial Considerations:

XIII. Staff Recommendation:

Approve the Resolution establishing all of the City of Fort Lupton as the neighborhood for the application submitted by 7-Eleven, Inc. for a Fermented Malt Beverage License at 641 14th Street and setting a Public Hearing for July 20, 2021 for consideration of the application.

RESOLUTION 2021R0xx

A RESOLUTION OF THE FORT LUPTON CITY COUNCIL, ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY, ACCEPTING THE APPLICATION, ESTABLISHING ALL OF THE CITY OF FORT LUPTON AS THE NEIGHBORHOOD FOR THE APPLICATION SUBMITTED BY 7-ELEVEN, INC., DBA 7-ELEVEN STORE 41743H FOR A FERMENTED MALT BEVERAGE LICENSE AND SETTING A PUBLIC HEARING FOR JULY 20, 2021, FOR CONSIDERATION OF THE APPLICATION

WHEREAS, 7-Eleven, Inc., has submitted an application for a Fermented Malt Beverage License in Fort Lupton; and

WHEREAS, 7-Eleven, Inc., is a master file, a file that is established by the state licensing authority and that contains licensing and background information for an applicant seeking license in multiple locations; and

WHEREAS, the local licensing authority shall schedule a public hearing upon the application not less than thirty days from the date of the application; and

WHEREAS, before entering any decision approving or denying the application, the local licensing authority shall consider the facts and evidence adduced as a result of its investigation, as well as any other facts, the reasonable requirements of the neighborhood for the type of license for which the application has been made, the desires of the adult inhabitants, the number, type, and availability of alcohol beverage outlets located in or near the neighborhood under consideration and any other pertinent matters affecting the qualifications of the applicants for the conduct of the type of business proposed; and

WHEREAS, a resolution is required to set the affected neighborhood and establish a public hearing; and

NOW THEREFORE BE IT RESOLVED by the City Council, acting as the Local Licensing Authority, that the affected neighborhood for the application 7-Eleven, Inc., dba 7-Eleven Store 41743H for a Fermented Malt Beverage License will be all of the City of Fort Lupton, and the Public Hearing to consider the application will be July 20, 2021 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at the City Hall at 130 South McKinley Avenue, Fort Lupton, Colorado. Comments filed in writing with the City or made at the hearing from any adult citizen of Fort Lupton will be considered at that hearing. Notice of the hearing shall be posted on the premises and published according to law.

APPROVED AND PASSED BY MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 20th DAY OF JULY 2021.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Colorado Fermented Malt Beverage License Application

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ _____ • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an ☒ Corporation ☐ Individual ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships) ☐ Limited Liability Company ☐ Association or Other			
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation 7-Eleven, Inc.			FEIN
2a. Trade Name of Establishment (DBA) 7-Eleven Store 41743H		State Sales Tax No. 	Business Telephone 972-828-0711
3. Address of Premises (specify exact location of premises) 641 14th St.			
City Fort Lupton	County Weld	State CO	ZIP Code 80621
4. Mailing Address (Number and Street) Attn: 7-Eleven Licensing, PO Box 219088	City or Town Dallas	State TX	ZIP Code 75221
5. Email Address 			
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA) None	Present State License No. N/A	Present Class of License N/A	Present Expiration Date N/a
Section A Nonrefundable Application Fees		Section B Fermented Malt Beverage Beer License Fees	
☐ Application Fee for New License \$1,550.00 ☒ Application Fee for New License - w/Concurrent Review \$1,650.00 ☐ Application Fee for Transfer \$1,550.00		☐ Retail Fermented Malt Beverage On-Premises (City) \$96.25 ☐ Retail Fermented Malt Beverage On-Premises (County) \$117.50 ☒ Retail Fermented Malt Beverage Off-Premises (City) \$96.25 ☐ Retail Fermented Malt Beverage Off-Premises (County) \$117.50 ☐ Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25 ☐ Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50 ☒ Master File Location Fee \$25.00 x <u>1</u> To <u>\$25.00</u> ☐ Master File Background \$250.00 x _____ Total _____	
Questions? Visit www.colorado.gov/enforcement/liquor for more information Do Not Write In This Space - For Department Of Revenue Use Only			
Liability Information			
License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I.	Applicant Information ☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☒ D. Submit originals to local authority ☒ E. Additional information required by the local licensing authority
II.	Diagram of the Premises ☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☒ D. Bold/Outlined licensed premises
III.	Proof of Property Possession (One Year Needed) ☐ A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk ☒ B. Lease in the name of the applicant ONLY (matching question #2) ☐ C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease
IV.	Background Information (DR 8404-I) and Financial Documents ☒ A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: (844) 539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: (720) 292-2722 Toll Free: (833) 224-2227 ☒ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans.
V.	Sole Proprietor/Husband and Wife Partnership (if applicable) ☐ A. Form DR 4679 ☐ B. Copy of State Issued Driver's License or Identification Card for each Applicant
VI.	Corporate Applicant Information (If Applicable) ☒ A. Certificate of Incorporation ☒ B. Certificate of Good Standing ☒ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership Applicant Information (If Applicable) ☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company Applicant Information (If Applicable) ☐ A. Copy of Articles of Organization ☐ B. Certificate of Good Standing ☐ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authorization if foreign LLC (out of state applicants only)

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?					Yes No ☐ ☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					
(a) been denied an alcohol beverage license?					☐ ☒
(b) had an alcohol beverage license suspended or revoked?					☒ ☐
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?					☒ ☐
If you answered yes to 8a, b or c, explain in detail on a separate sheet					See attached
9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.					☐ ☒
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.					☐ ☒
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.					☐ ☒
12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.					See Att ☒ ☐
13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?					☒ ☐
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:					
Landlord Cadence Development LLC			Tenant 7-Eleven, Inc.	Expires 08/31/36	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.					☐ ☒
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".					
14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name None	First Name N/A	Date of Birth N/A	FEIN or SSN N/A	Interest -0-	
Last Name	First Name	Date of Birth	FEIN or SSN	Interest	
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
15. Name of Manager(s) for all on premises applicants.					
Last Name N/A - Off Premises Applicant		First Name N/A		Date of Birth N/A	
16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.					N/A ☐ ☒
17. Tax Information.					Yes No
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?					☐ ☒
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?					☐ ☒

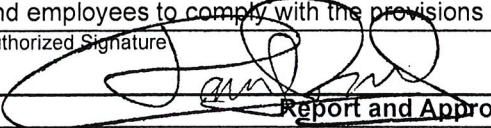
18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
Name 7-Eleven, Inc.*	Home Address, City & State 3200 Hackberry Rd., Irving, TX 75063	Date of Birth N/A	Position Franchisor/Owner	% Owned 100%
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name *state master filed - see attached	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
 ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title David Raab, 7-Eleven Market Manager (with POA)	Date 4-29-21
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
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Each person required to file DR 8404-I has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

☐ Date of Inspection or Anticipated Date _____

☐ Upon approval of state licensing authority

☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

☐ New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	☐ Town, City ☐ County
Signature	Printed Name	Title
Signature (attest)	Printed Name	Title

RECREATION CITY OF
Fort Lupton
EST 1816

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

AM 2021-094

APPROVING A CONTRACT WITH THE CIRCUIT CLERK, LLC TO PROVIDE MUNICIPAL SERVICES TO THE CITY FOR AN AMOUNT NOT TO EXCEED \$5,000.00

- I. **Agenda Date:** Council Meeting – June 15, 2021
- II. **Attachments:** a. Contract Agreement – The Circuit Clerk, LLC
- III. **Summary Statement:**

Laura Bauer, dba The Circuit Clerk, LLC, has 20 years of experience providing service to small, mid-sized and large communities. She provides assistance in various clerk-related services including interim clerk, the coordination and conduct of municipal elections, complex liquor and marijuana licensing administration, translating policy statements into working procedures and records management.

- | | | |
|------|-----------------------------------|--|
| IV. | <u>Submitted by:</u> | 
<hr/> Maricela Peña, City Clerk |
| V. | <u>Finance Reviewed</u> | 
<hr/> Finance Director |
| VI. | <u>Approved for Presentation:</u> | 
<hr/> City Administrator |
| VII. | <u>Attorney Reviewed</u> | <div style="display: flex; justify-content: space-between;"> <div> 
 <hr/> Approved </div> <div> <hr/> Pending Approval </div> </div> |

VIII. Certification of Council Approval:

City Clerk

Date _____

IX. Detail of Issue/Request:

Laura Bauer, dba The Circuit Clerk, LLC, has 20 years of experience providing service to small, mid-sized and large communities. She provides assistance in various clerk-related services including interim clerk, the coordination and conduct of municipal elections, complex liquor and marijuana licensing administration, translating policy statements into working procedures and records management.

Mrs. Bauer's extensive knowledge of marijuana codes and licensing can assist staff in the following areas:

1. Reviewing marijuana licensing ordinances,
2. Providing comparative information on licensing processes,
3. Creating workflow documents for marijuana licensing processing, and
4. Creating additional marijuana licensing forms specific to City needs.

X. Legal/Political Considerations:

This has been reviewed by legal counsel.

XI. Alternatives/Options:

The City Council has two options:

- A) Approve the contract.
- B) Reject the contract

XII. Financial Considerations:

The General Fund has \$32,633.70 remaining of the \$40,000 budgeted in miscellaneous contractual services. Some of these funds are designated for shooting range consulting services. However, there should be sufficient funds to cover the \$5,000 for Circuit Clerk LLC.

XIII. Staff Recommendation:

Staff recommends approving the contract with the Circuit Clerk, LLC for assistance on Marijuana licensing and procedures.

MUNICIPAL SERVICES AND CONSULTING AGREEMENT

THIS MUNICIPAL SERVICES AND CONSULTING AGREEMENT (“Agreement”) is made by and between the City of Fort Lupton, a Colorado municipal corporation with a principal place of business at 130 S McKinley Avenue (hereinafter “City”), and The Circuit Clerk, LLC, a limited liability corporation with a principal place of business at 18521 Highway 145, Dolores, Colorado (hereinafter “Contractor”), with an effective date of _____, 20____.

For the purposes of establishing the relative rights, interests, duties, and obligations of the parties, and for valuable consideration, the adequacy of which is acknowledged by the parties, the following agreements and understandings are made:

ARTICLE 1 SERVICES AND SCHEDULE

1.01 Scope of Services. Contractor shall provide the Services described in Appendix A (attached hereto and identified as “Services” therein) in accordance with all applicable specifications and minimum standards. The Services of the Contractor shall be under the direction of the Project Manager (“Project Manager” as identified in Appendix A) designated to act as the City’s representative during the performance of this Agreement.

1.02 Schedule. Contractor shall provide the Services described in Appendix A hereto in a timely manner and in accordance with the schedule set forth in Appendix A (identified as “Schedule” therein).

ARTICLE 2 COMPENSATION

2.01 Fee. City shall pay Contractor the Fee described in Appendix A (identified as “Fee” therein) for Services identified pursuant to this Agreement. City shall pay the fee to Contractor as an entity and not to any individual owner, employee or agent of Contractor. City shall not pay Contractor a wage or salary.

2.02 Payment and Late Fees.

- a. Contractor shall submit an invoice for the Services provided and any pre-authorized expense reimbursement not later than the last day of the calendar month following the calendar month in which the services were provided, or the expense incurred. City shall pay such invoices within fourteen (14) days of receipt thereof (“Due Date”).
- b. If payment is not paid by the Due Date, City shall pay an additional late charge equal to ten percent (10%) of the past due amount. Additionally, interest shall accrue on any unpaid balance at the rate of twelve percent (12%) per annum computed from the Due Date.

2.03 Billing Records and Audits. Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the services for at least ninety (90) days after termination of this Agreement. City shall have access to such books, records, and documents

for the purpose of inspection or audit during normal business hours upon five (5) days written notice.

2.04 Non-Appropriation. All fees or payments contemplated by this Agreement are subject to annual appropriation by the City. The City is not obligated to appropriate funds or make payments in future years absent the appropriation of funds. In the event funds are not appropriated, this Agreement shall terminate on the last day of the fiscal year in which appropriations were made.

ARTICLE 3 LIABILITY FOR COSTS AND EXPENSES

3.01 Costs and Expenses. Except for those costs expressly identified as “City Costs” in Appendix A hereto, Contractor shall bear all overhead costs, out-of-pocket expenses, and other costs of providing the Services, including but not limited to costs of labor, equipment, maintenance, supplies, tools, travel, meals, fees, fines, licenses, bonds, taxes, insurance, and all other costs of doing business. Where compensable, Contractor agrees to abide by City policies regarding expenses provided that such policies are provided to Contractor prior to a related expense being incurred by Contractor.

ARTICLE 4 RELATIONSHIP OF THE PARTIES

4.01 Status. Contractor’s relationship with City shall be solely that of independent contractor and shall not be that of employee, partner or joint venturer. The Contractor shall not be supervised by any official of the City, nor shall the Contractor exercise supervision over any employee or official of the City. Contractor shall not represent itself as an employee or agent of the City in any capacity.

4.02 Independence. Contractor shall determine the means and methods of performing the Services, and City shall have no right to do so. City may provide specifications or minimum standards for the final product or deliverables but shall not oversee the performance of the Services or give instructions in how to perform the Services. City shall not dictate the time of performance but may establish a completion schedule. City shall not provide training to Contractor in how to perform the Services but may provide reasonable orientation to familiarize Contractor with City’s operations, facilities, equipment (including software and information technology systems) and personnel. City shall not require Contractor to work exclusively for City, and Contractor shall retain the right to provide services to others during the term of this Agreement, subject to Section 7.03. City shall not combine its business operations in any way with Contractor’s business but shall instead maintain such operations as separate and distinct.

4.03 Tools, Equipment, Materials and Supplies. Contractor shall provide its own tools, equipment, materials, and supplies necessary to perform the Services.

4.04 Income Taxes and Withholdings. City shall not withhold from Contractor’s compensation any amounts for taxes of any kind. **Contractor is obligated to pay federal and state income taxes on any monies paid pursuant to this Agreement.** Contractor is responsible for payment of its own FICA and Social Security benefits with respect to this Agreement.

4.05 No Benefits. City shall not provide any employment benefits to Contractor or Contractor's personnel. **Contractor and its personnel are not entitled to health insurance benefits, unemployment insurance benefits or workers' compensation benefits unless such benefits are provided by Contractor or some other entity other than City.**

ARTICLE 5 MISCELLANEOUS OBLIGATIONS

5.01 Permits and Licenses. Contractor shall be solely responsible for compliance with all federal, state, and local laws regarding business permits and licenses that may be needed to provide any of the Services under this Agreement.

5.02 Sales and Use Tax. The City is exempt from payment of Colorado State Sales and Use Taxes, including services performed on behalf of the City. The City will execute an exemption certificate if requested and submitted by Contractor. The Contractor is not exempt from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's tax-exempt number in securing such materials.

ARTICLE 6 RESTRICTIONS

6.01 No Authority to Bind City. Contractor shall have no authority to speak for City or bind City in any way unless expressly granted such authority in writing.

6.02 Confidentiality. In providing the Services, Contractor may have access to confidential and proprietary information or materials of City, including, but not limited to technical data; procedures; business and financial data and information; confidential bid information; confidential application information; voter information; legally privileged information; and other information not generally known to the public ("Confidential Information"). Contractor acknowledges and agrees that all such Confidential Information is a valuable asset of the City. Contractor shall not, directly or indirectly, use or disclose any Confidential Information to any third parties except as authorized by law or as necessary to perform the duties pursuant to this Agreement. Contractor shall return all Confidential Information and copies thereof (in paper and electronic form) to City upon request or upon termination of this Agreement or within thirty (30) days of the completion of Services, whichever is earlier.

6.03 Conflict of Interest. Contractor shall not engage in work during the term of this Agreement for any entity that presents a conflict of interest with Contractor's duties to City. Contractor has been selected based on Contractor's knowledge and expertise in the subject matter, professorial experience, and positions. Contractor shall exercise independent professional judgment in performing the Services consistent with the terms of this Agreement and the description of Services contained in Appendix A.

If, in Contractor's reasonable judgment, Contractor is unable to determine if a conflict exists, lacks information sufficient to determine the existence of a conflict of interests, or seeks a waiver of a conflict of interests with respect to a prospective client, then prior to accepting such work, Contractor shall notify the City in writing, in a manner consistent with Section 9.06, of the prospective business association, interest or other circumstance which may pose a conflict such

that it could influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. The notification shall identify and describe the potential conflict and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict. The City agrees to respond to the Contractor of its opinion within 14 days of receipt of notification by the Contractor. The City shall state in the response its opinion and the basis thereof as to whether the prospective business association, interest or circumstance would or would not constitute a conflict of interest by the Contractor, or if a waiver of the conflict is being granted by City. Failure to respond within 14 days shall constitute a waiver of any potential conflict. Contractor may rely upon a representation of the City that a conflict of interest does not exist in deciding whether to provide services to another entity or client.

6.04 Gifts. Contractor shall not accept gifts or anything else of value from City customers or vendors having a pecuniary interest in the Services provided by Contractor.

6.05 Personnel. If necessary, Contractor shall secure at its own expense all necessary personnel required to perform the Services pursuant to this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with, the City.

ARTICLE 7 TERMINATION

7.01 Duration of Agreement. This Agreement shall terminate by expiration on _____ ("Expiration Date"), unless earlier terminated as provided herein or otherwise extended through modification or amendment as provided herein. Sections 6.01 and 6.02 shall survive any termination of this Agreement.

7.02 Termination for Cause. Either party may terminate this Agreement with cause upon written notice to the other party. Cause shall include but not be limited to: (a) any material breach of this Agreement that is not cured within fourteen (14) calendar days after written notice of such breach from the non-breaching party is received; or (b) the City's failure to pay invoices within sixty (60) days of the Due Date.

Upon termination of this Agreement for cause by City, Contractor's liability to the City shall be limited to costs incurred for Services paid for but not provided or received as of the effective date of termination.

Upon termination of this Agreement for cause by Contractor, City shall be liable to the Contractor for unpaid fees and costs due to Contractor through the effective date of termination, as well as the remaining unpaid value of the contract.

7.03 Termination without Cause. This agreement may be terminated without cause by either upon thirty (30) days written notice to the other party. Upon termination of this Agreement without cause, the Contractor shall be paid for services rendered through the date of termination and 50% of the remaining contract value. Upon notice of termination without cause, and unless otherwise directed by the City, the Contractor shall:

- a. Stop work on the date and to the extent specified;

- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- c. Transfer all work in process, completed work, and other material related to the terminated work to the City;
- d. Continue and complete all Services that have not been terminated.

ARTICLE 8 COMPLIANCE WITH C.R.S. § 8-17.5-102

8.01 Contractor certifies that at the time of this Certification, it does not knowingly employ or contract with any illegal alien who will perform work under this Agreement and will participate in the e-verify program or the Colorado Department of Labor and Employment Program (“department program”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

8.02 By signing this Agreement, the Contractor certifies it shall not (a) knowingly employ or contract with an illegal alien to perform work under this contract for services, or (b) enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the contract for services.

8.03 Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the e-verify program or the department program.

8.04 Contractor is prohibited from using the e-verify program or the department program procedures to undertake preemployment screening of job applicants with public contract for services is being performed.

8.05 If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

- a. notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (a) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

8.06 The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

8.07 By signing this Agreement, the Contractor certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, *et seq.*

ARTICLE 9 GENERAL PROVISIONS

9.01 Entire Agreement. This Agreement, and its Appendix (attached hereto and incorporated herein), is the entire agreement between the parties regarding the matters addressed herein and supersedes any and all prior agreements, proposals or negotiations. Each party acknowledges that it has neither received nor relied upon any representations, inducements, promises or agreements that are not embodied herein.

9.02 Modifications and Amendments. Except as set forth above, this Agreement shall not be modified or revoked without the written consent of both parties. Any modifications or amendments to this Agreement must be in writing and executed by the City and Contractor.

9.03 Assignment of Agreement. This Agreement may not be assigned, sublet, conveyed, or transferred, in whole or in part, by any party without the prior written consent of the all the parties.

9.04 Waiver. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

9.05 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

9.06 Notices. Any notice to be given hereunder shall be in writing and delivered by (a) personal delivery, (b) registered or certified mail, postage prepaid with return receipt requested, or (c) electronic mail ("email"). Notice to a party shall be addressed to the party's address or email shown below, which may be changed by notice to the other party. Notices delivered personally will be deemed communicated as of actual receipt; notices delivered by email will be deemed communicated the day after the email is sent; mailed notices will be deemed communicated as of two days after postmark.

For Contractor:

Laura Bauer
The Circuit Clerk, LLC
18521 Highway 145
Dolores, CO 81323
Phone: 303.875.4783
Email: thecircuitclerk@gmail.com

For the City:

City of Fort Lupton
130 S McKinley Avenue
Fort Lupton, CO 80621
Phone:
Email:

9.07 Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

9.08 Acknowledgement of Open Records Act – Public Document. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* (the “Act”), and as such, this Agreement and any exhibits or attachments hereto, and any documents or reports produced pursuant to this Agreement, may be subject to public disclosure under the Act.

9.09 Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in the 19th Judicial District in Weld County, Colorado.

9.10 Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Agreement. Additionally, a copy of an executed original Agreement signed by a party hereto and transmitted by facsimile or electronic mail shall be deemed an original, and any party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

9.11 Authority. By signature below, the undersigned acknowledge that this Agreement has been read, the conditions set forth above agreed upon, and that the undersigned has authority to enter into this Agreement on behalf of the party indicated.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed, acknowledged, and delivered this Agreement on the date specified above.

THE CIRCUIT CLERK, LLC

City of Fort Lupton, Colorado

Approved as to Substance:

Authorized Signature

City Administrator

Printed Signature

Date: _____

Approved as to Legal Form:

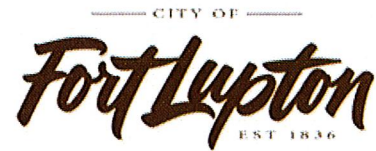
Title

City Attorney

APPENDIX A

SERVICES: Review Marijuana Licensing Ordinance Provide Comparative Information on Licensing Process (i.e. pre-qualification, lottery system) Create a workflow document for marijuana license processing Create additional marijuana licensing forms specific to city needs	
PROJECT MANAGER: [Primary City Contact or Manager]	
SCHEDULE: TBD	
FEE: \$80.00 per hour for no travel and \$800.00 per day for travel. Not to Exceed \$5,000.00 TOTAL	
Fee Budget: \$5,000.00	
Travel and Expenses	n/a
Total Contract Price	\$5,000.00
City Costs (to be paid by City): Up to but not exceeding, \$5,000.00, limited to: Travel and Expenses: Consistent with expenses to be paid based upon submission and verification of receipts or other documentation of allowable expenses as limited by and in accordance with the Agreement, Section 3.01. The City, in its discretion, may agree to pay expenses above the \$5,000.00 budget amount.	
ADDITIONAL TERMS AND CONDITIONS: Not applicable.	

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2021-095

**PAY OPERATIONS MANAGEMENT INTERNATIONAL, INC. CH2M HILL ENGINEERS, INC
\$37,275.00 FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF A REQUEST FOR
PROPOSAL (RFP) FOR ENGINEERING SERVICES FOR THE PLANNING, PERMITTING, AND
DESIGN OF A FORCE MAIN AND LIFT STATION TO CONVEY WASTEWATER TO THE METRO
WASTEWATER RECLAMATION DISTRICT REGIONAL NORTHERN PLANT.**

I. **Agenda Date:** Council Meeting – Date 15, 2021

II. **Attachments:** a. CH-2020-4 Work Order #4

III. **Summary Statement:**

CH2M HILL Engineers, Inc. (Jacobs Engineering) are the current provider of engineering services for the City Wastewater Treatment Plant, Water Treatment Plant, Distribution, Collection System repairs, maintenance and operational projects for the City of Fort Lupton. Under the Master Agreement, Appendix J, between the City and CH2M Hill.

The City is in need of professional assistance in developing a complex Request for Proposal for Engineering Services for the planning, permitting and design of a force main and lift station to convey wastewater to the Metro Wastewater Reclamation District's regional Northern Treatment Plant.

IV. **Submitted by:**

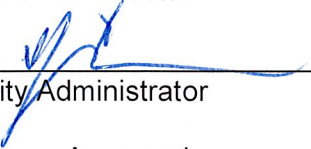


Glenda G. A. McCarroll

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 has determined that entering into an agreement with the Metro Wastewater Reclamation District's (MWRD) Regional Northern Treatment Plant may be a preferred alternative to expanding the City's Wastewater Treatment Plant (WWTP). Joining the regional facility will require:

- ✓ *Investment in a lift station and force main to convey Fort Lupton wastewater to the Northern Treatment Plant*
- ✓ *Execution of an agreement with the Metro Reclamation District for treatment capacity with initial system connection investments fees and annual operating and maintenance fees.*
- ✓ *Updated Utility Plan*

The City is pursuing a bond loan from the State Revolving Fund (SRF) and procurement of engineering services are subject to the qualification- based selection requirements. During the planning phase of the design, cost and benefits of the regionalization alternative will be compared to the cost and benefits of the City's WWTP Expansion. Upon Selection of the preferred alternative the City will authorize design by the selected consultant.

The following are the Tasks that will be performed by CH2M Hill (Jacobs Engineering). Detail of Tasks are on WORK ORDER- CH-2020-4 attached.

*Task 1 – Request for Proposal Assistance
Task 1.1 Prepare Request for Proposals
Task 1.2 Design and Review Assistance – Allowance
Task 1.3 Project Management*

X. Legal/Political Considerations:

Discuss any legal or political issues that may be affected by this decision. If there are not any, put "Not Applicable". Examples might include "This issue is required to be addressed in this manner by the Taxpayer's Bill of Right's (TABOR)" or "Section V. of the City's 1996 Golf Revenue Bond covenants require this issue to be addressed in this manner".

Note: You should consult with the City Attorney when discussing legal issues to avoid creating "additional" liabilities. Be careful of unintended consequences.

XI. Alternatives/Options:

The alternative would be to not pay for a professional RFP and offer City Council, a "best guess" by professional engineers as to the cost of the lift station and interceptor.

XII. Financial Considerations:

Compensation will be on a time and expense basis with labor billed at rates shown in Attachment B.

XIII. Staff Recommendation:

Staff Recommends that The City of Fort Lupton pay for professional services to complete a Request for Proposal for the support of developing an RFP for selection of a Consultant for the planning, permitting and design activities for the wastewater force main, lift station and regional wastewater treatment plant connection.

WORK ORDER

PURSUANT TO A MASTER AGREEMENT BETWEEN
THE CITY OF FORT LUPTON
AND
OPERATIONS MANAGEMENT INTERNATIONAL, INC
CH2M HILL Engineers, Inc.

WORK ORDER NUMBER: CH-2020-4
PROJECT TITLE: Work Order #4
MASTER AGREEMENT EFFECTIVE DATE: August 5, 2019
OWNER'S REPRESENTATIVE: Glenda McCarroll
WORK ORDER COMMENCEMENT DATE: June 17, 2021
WORK ORDER COMPLETION DATE: June 16, 2022

MAXIMUM FEE: (time and reimbursable direct costs): \$ 37,275

PROJECT DESCRIPTION/SCOPE OF SERVICES: Services shall include design and consulting input on Water Treatment Plant, Distribution, Wastewater Treatment Plant, Collection System repairs, maintenance, and operational projects located in Fort Lupton. Refer to Attachment A – Scope of Services and Attachment B-Fee Sheet.

CH2M HILL Engineers, Inc. (ENGINEER) agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Agreement, Appendix J, between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order (including the attached forms) the Master Agreement, Appendix J, shall control.

The attached forms consisting of (7) pages are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

ENGINEER: CH2M HILL Engineers, Inc.

By: _____ Date: _____
Name: _____ Title: _____

OWNER'S ACCEPTANCE & EXECUTION:

This Work Order and the attached Contract Documents are hereby accepted and incorporated herein by this reference.

ACCEPTANCE: _____ Date: _____
Name, Project Manager

ATTACHMENT A
WORK ORDER SCOPE OF SERVICES

Work Order # CH-2020-4 Design and Repair –Scope of Services

Engineer will provide services as detailed hereinafter.

CH2M HILL Engineers, Inc. (ENGINEER), a wholly owned subsidiary of Jacobs Engineering Group Inc., agrees to furnish City of Fort Lupton (CITY) engineering services for the development of a Request for Proposal (RFP) for Engineering Services for the planning, permitting and design of a force main and lift station to convey wastewater to the Metro Wastewater Reclamation District's regional Northern Treatment Plant. The work is based on the following task descriptions. ENGINEER's basis for estimating engineering costs for the project is based on the elements included in the task descriptions.

It is understood that the CITY will designate Glenda McCarroll as the primary point of contact with respect to the work performed under this agreement, with authority to transmit instructions, receive information, interpret and define CITY policies and decisions relative to elements pertinent to the work covered by this Agreement.

Objective

Support the CITY with the Development of a RFP for selection of a Consultant for the planning, permitting and design activities for the wastewater force main, lift station and regional Wastewater Treatment plant connection.

Background

The Fort Lupton Wastewater Treatment Plant operates under the Colorado discharge permit system Permit number C00021440. The City received a compliance schedule from Colorado Department of Public Health and Environment (CDPHE) in its most recent permit renewal effective July 1, 2018. The compliance schedule is to:

- Achieve the total inorganic nitrogen and total phosphorous final limits,
- Achieve the recoverable arsenic final limits.

The compliance schedule is provided below:

Compliance Schedule(s)

- a. Total Inorganic Nitrogen and Total Phosphorous Final Limits - In order to meet Total Inorganic Nitrogen and Total Phosphorous final limits, the following schedule for compliance is included in the permit.

Code	Event	Description	Due Date
06599	Hire a Consultant/ Professional Engineer	Submit a letter of notification that a Colorado licensed engineering consultant has been obtained and funding has been secured for planning aspects	01/31/2019
CS011	Plan, Report, or Scope of Work	Submit a letter of notification that Preliminary Effluent Limits (PELs) have been received and report progress in obtaining funding for design and construction aspects	01/31/2020
73905	Engineering Plan	Submit a letter of notification that funding has been obtained for design and construction aspects, and final plans specifications have been submitted to the Division. Note that a Site Application and a preliminary design must be submitted and approved by the Division prior to final plans and specifications.	01/31/2021
CS015	Commence Required Work or On-Site Construction	Submit a letter of notification that Final Design Approval has been received from the Division and construction has commenced.	01/31/2022
CS010	Status/Progress Report	Submit a construction progress report summarizing the progress in construction or other activities.	07/31/2022
CS016	Complete Required Work or On-Site Construction	Complete construction of facilities or other appropriate actions, which will allow the permittee to meet the final limitations.	01/31/2023

b. Activities to Meet Total Recoverable Arsenic Final Limits - In order to meet Total Recoverable Arsenic limitations, the following schedule is included in the permit.

Code	Event	Description	Due Date
43699	Facility Evaluation Plan	Submit a report that identifies sources of arsenic to the wastewater treatment facility and identifies strategies to control these sources or treatment alternatives such that compliance with the final limitations may be attained.	December 31, 2025
00899	Implementation Schedule	Submit a progress report summarizing the progress in implementing the strategies to control sources such that compliance with the final limitations may be attained.	December 31, 2026
CS017	Achieve Final Compliance with Emissions or Discharge Limits	Submit study results that show compliance has been attained with the final limitations.	December 31, 2027

In preparation of the regulation requirement the CITY has conducted the following studies and evaluations:

- Fort Lupton Engineering Report Utility Plan, September 2014 prepared by J&T Consulting Inc.
- Wastewater Treatment Expansion Study, 2016 prepared by SEH
- Wastewater Expansion Evaluation Preliminary Design Report 2021 Prepared by Burns and McDonnell

The CITY has determined that entering into an agreement with the Metro Wastewater Reclamation District's (MWRD) Regional Northern Treatment Plant may be a preferred alternative to expanding the CITY's Wastewater Treatment Plant (WWTP). This alternative was previously evaluated during the 2014 Utility Plan update but was not selected as the preferred option at that time. Since the completion of the 2014 Utility Plan, the Northern Treatment Plant has been constructed and the cost for participation is more defined. Joining the regional facility will require:

- Investment in a lift station and force main to convey Fort Lupton wastewater to the Northern Treatment Plant
- Execution of an agreement with the Metro Reclamation District for treatment capacity with initial system connection investments fees and annual operating and maintenance fee.
- Updated Utility Plan

The CITY is interested in issuing a Request for Proposals (RFP) for the planning, permitting and design of a lift station and force main to convey wastewater to the regional Northern Treatment Plant. The CITY is pursuing a loan from the State Revolving Fund (SRF) and procurement of engineering services are subject to the qualification-based selection requirements. During the planning phase of the design, cost and benefits of the regionalization alternative will be compared to the cost and benefits of the CITY's WWTP expansion. Upon selection of the preferred alternative the CITY will authorize the design by the selected Consultant.

Task 1 – Request for Proposal Assistance

Task 1.1 – Prepare Request for Proposals

ENGINEER will prepare a RFP for Engineering Services for the planning, permitting and design of a force main and lift station to convey wastewater from the existing WWTP to the MWRD regional Northern Treatment Plant. The RFP will comply with the SRF requirements for qualification-based selection. The RFP will include:

- Request for Proposals Introduction
- Proposal instructions and information
- Terms and Conditions
- Anticipated Scope of Work
 - Pre-design and Alternative Evaluation
 - Preliminary Design
 - Final Design
 - SRF Program Requirements Including Environmental Assessment
 - Permitting Assistance
 - Schedule

- Qualification and Selection criteria
- Informational items

The RFP will be sufficient to allow the CITY to rank and select design firms for interview and subsequent negotiation of final scope and fee with the preferred Consultant.

ENGINEER will attend the following meetings under this task.

- RFP kickoff Meeting with the CITY - Discuss project scope and schedule, identify CITY participants in RFP process
- RFP Review Meeting - Review the Draft RFP with CITY Selection committee prior to posting on Bid Net
- RFP Evaluation Meeting - review the received proposals and provide selection recommendation, and schedule interviews (if desired)
- Scope and Fee Negotiation Meeting- Meet with the selected Consultant to negotiate final scope, fee and schedule.

ENGINEER will assist the CITY in evaluation of the RFP's received and negotiation with the preferred firm to meet the CITY's objectives.

Deliverables:

- RFP Draft and Final
- Selection Documentation

Assumptions:

- CITY Purchasing Department will be responsible for managing the Bid Net site and uploading the RFP and addendums through Rocky Mountain E-purchasing portal
- CITY legal department will provide Professional Services Agreement and will provide a Standard Agreement as necessary with terms and condition to be included with the RFP
- CITY selection committee will be responsible for Consultant selection, ENGINEER will provide recommendations and selection summary based on CITY selection committee comments.
- ENGINEER will prepare a RFP compliant with the SRF requirements

Task 1.2 – Design Review Assistance- Allowance

ENGINEER will assist the CITY in the review of the proposed force main and lift station and coordination with Metro wastewater district. An allowance of 96 hours is assumed.

Deliverables:

- Technical Memorandum with review comments.

Task 1.3 – Project Management

Engineer's PM will prepare and submit to the Owner's PM, on a monthly basis, a brief cost and schedule status report. The report will include a narrative description of progress to-date, actual costs for each item, estimates of percent complete, and potential cost variances. The invoices and status reports will accompany the Monthly invoices under the Operations and Maintenance Contract.

ENGINEER's project engineer will attend by phone a 1 hour kickoff workshop with CITY staff to confirm the project scope, address technical issues, establish expectations, roles and responsibilities, establish a decision-making process, and advance the design approach for the project.

Deliverables:

The following deliverables will be prepared for this task:

- Project Status Reports and Invoices

Payment

Compensation will be on a time and expense basis with labor billed at rates shown in **Attachment 1**. Subconsultant expenses will be billed at actual cost plus a 5 percent markup, and direct expenses at actual cost. The hourly billing rates will include allowances for salary, benefits, overhead, and profit. Other expenses will include travel, printing, mailing, copying, supplies, and other similar costs incurred in performance of the work. ENGINEER's fee estimate is presented in **Attachment 1**. ENGINEER will make reasonable efforts to complete the work within this budget and will keep the CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. ENGINEER will not exceed the total budgetary amount without prior written approval from the CITY.

List of Attachments

Attachment 1 –Fee

Attachment B

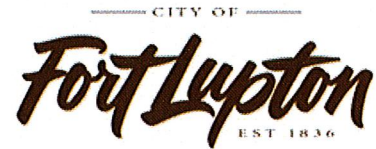
Attachment B -- Fee Sheet Work Order: CH-2020 -4 Lift Station and Forcemain Assistance City of Fort Lupton Oncall Services		year	QC Al Paquet	Project Manager Brad Schutt	Pipeline Brian Folsom	Total Labor	Total Labor Cost	Subconsultant Utility, Survey, and Geotech	Markup on Subconsultant (5%)	Travel/TDA Expense	Miscellaneous Expense	Total Expenses/ Subcontracts Cost	Total
	Per Diem Code/Classification		3	6	4								
			\$ 235	\$ 165	\$ 210								
1.0	Request for Proposals Assistance		42	80	64	186	36,510	-	-	375	380	765	37,275
1.1	Prepare Request for Proposals		24	24	24	72	\$ 14,640			\$ 45	\$ 40	\$ 85	\$ 14,725
1.2	Design Review Assistance		16	40	40	96	\$ 18,760			\$ 300	\$ 300	\$ 600	\$ 19,360
1.3	Project Management		2	16		18	\$ 3,110			\$ 30	\$ 40	\$ 80	\$ 3,190
Total			42	80	64	186	\$ 36,510	\$ -	\$ -	\$ 375	\$ 380	\$ 765	\$ 37,275

Assumptions Used in Developing this Scope of Services

The ENGINEER's estimate of engineering costs for the project is based on the elements included in task descriptions above, and the following assumptions:

1. CITY will examine information submitted by ENGINEER and render in writing or otherwise provide decisions and requested data within two weeks.
2. CITY will give prompt notice to ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of ENGINEER's services, or of any defect in the work of ENGINEER.
3. ENGINEER will provide the CITY with deliverables as defined respectively in this scope of work and as defined in specific work request.
4. Deliverables will be distributed electronically via email (pdf format).
5. Meetings with the CITY will be held at the CITY's office or treatment plants.
6. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates. If CITY wishes greater assurance as to any element of project cost, feasibility, or schedule, CITY will employ an independent cost estimator, contractor, or other appropriate advisor.
7. ENGINEER is not responsible for the accuracy of data provided by others.
8. The work for this project will occur over a 18 month time period from the date of authorization to proceed, expected by June 2021 and the utility plan work may occur in parallel with the RRP and other ENGINEER's alternatives analysis.
9. CITY to manage the Bid Net procurement process
10. CITY reports and management areas and plans are accurate and complete
 - Growth management area
 - Growth management plan
 - Picture Fort Lupton, A Plan for Our Communities Future, 2018 (Comprehensive Plan)
 - Fort Lupton WWTF Expansion Project, Site Application Engineering Report, March 26, 2020
 - Preliminary Engineering Report/Utility Plan, September 2014
11. A Collection System Condition Assessment and Stormwater Management Plan will not need to be completed as part of this project and are not included in the scope.

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2021-096

**PAY OPERATIONS MANAGEMENT INTERNATIONAL, INC. CH2M HILL ENGINEERS, INC
\$112,500.00 FOR PROFESSIONAL SERVICES FOR THE UPDATE TO THE CITY'S UTILITY PLAN
CONSISTENT WITH THE SELECTED ALTERNATIVE FOR TREATMENT BASED UPON THE
OUTCOME OF A LIFT STATION AND ROUTING STUDY TO BE COMPLETED BY OTHERS.**

I. **Agenda Date:** Council Meeting – June 15, 2021

II. **Attachments:** a. CH-2020 Work Order #5

III. **Summary Statement:**

CH2M HILL Engineers, Inc. (Jacobs Engineering) are the current provider of engineering services for the City Wastewater Treatment Plant, Water Treatment Plant, Distribution, Collection System repairs, maintenance and operational projects for the City of Fort Lupton. Under the Master Agreement, Appendix J, between the City and CH2M Hill.

The City is in need of professional assistance in updating and or creating a Utility Plan consistent with the selected alternative for treatment based upon the outcome of a lift station and routing study to be completed by others.

IV. **Submitted by:**


(Author/Creator of the AM) Glenda McCarroll

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 has determined that entering into an agreement with the Metro Wastewater Reclamation District's (MWRD) Regional Northern Treatment Plant may be a preferred alternative to expanding the City's Wastewater Treatment Plant (WWTP). Joining the regional facility will require:

- ✓ *Investment in a lift station and force main to convey Fort Lupton wastewater to the Northern Treatment Plant*
- ✓ *Execution of an agreement with the Metro Reclamation District for treatment capacity with initial system connection investments fees and annual operating and maintenance fees.*
- ✓ *Updated Utility Plan*

The following are the Tasks that will be performed by CH2M Hill (Jacobs Engineering). Detail of Tasks are on WORK ORDER- CH-2020-5 attached.

- Task 1- Utility Plan Revision for Regionalization*
- Task 1.1 Executive Summary*
- Task 1.2 Introduction*
- Task 1.3 Existing Conditions*
- Task 1.4 Future Conditions*
- Task 1.5 Receiving Water Quality*
- Task 1.6 Wastewater Treatment and Collection System Improvements*
- Task 1.7 Service Area Nonpoint Source Improvements*
- Task 1.8 System Management and Financial Plan*
- Task 1.9 NFRWQPA 208 AWQMP Data Summary*
- Task 1.10 Appendices and Final Utility Plan Report Production*
- Task 1.11 Meetings Regarding Draft Utility Plan*
- Task 1.12 Project Management*

X. Legal/Political Considerations:

Discuss any legal or political issues that may be affected by this decision. If there are not any, put "Not Applicable". Examples might include "This issue is required to be addressed in this manner by the Taxpayer's Bill of Right's (TABOR)" or "Section V. of the City's 1996 Golf Revenue Bond covenants require this issue to be addressed in this manner".

Note: You should consult with the City Attorney when discussing legal issues to avoid creating "additional" liabilities. Be careful of unintended consequences.

XI. Alternatives/Options:

There is no alternative, regardless of the either Expanding the WWTP or Regionalizing to Metro, a new Utility Plan is required.

XII. Financial Considerations:

Compensation will be on a time and expense basis with labor billed at rates shown in Attachment B.

XIII. Staff Recommendation:

Staff Recommends that The City of Fort Lupton pay for professional services to complete a Request for Proposal for the support of updating the City Utility Plan for the planning, permitting and design activities for the wastewater force main, lift station and regional wastewater treatment plant connection or possible expansion to the existing WWTP.

WORK ORDER

PURSUANT TO A MASTER AGREEMENT BETWEEN
THE CITY OF FORT LUPTON
AND
OPERATIONS MANAGEMENT INTERNATIONAL, INC
CH2M HILL Engineers, Inc.

WORK ORDER NUMBER: CH-2020-5
PROJECT TITLE: Work Order #5
MASTER AGREEMENT EFFECTIVE DATE: August 5, 2019
OWNER'S REPRESENTATIVE: Glenda McCarroll
WORK ORDER COMMENCEMENT DATE: June 18, 2021
WORK ORDER COMPLETION DATE: June 17, 2022

MAXIMUM FEE: (time and reimbursable direct costs): \$ 112,500

PROJECT DESCRIPTION/SCOPE OF SERVICES: Services shall include design and consulting input on Water Treatment Plant, Distribution, Wastewater Treatment Plant, Collection System repairs, maintenance, and operational projects located in Fort Lupton. Refer to Attachment A – Scope of Services and Attachment B-Fee Sheet.

CH2M HILL Engineers, Inc. (ENGINEER) agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Agreement, Appendix J, between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order (including the attached forms) the Master Agreement, Appendix J, shall control.

The attached forms consisting of (11) pages are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

ENGINEER: CH2M HILL Engineers, Inc.

By: _____ Date: _____
Name: _____ Title: _____

OWNER'S ACCEPTANCE & EXECUTION:

This Work Order and the attached Contract Documents are hereby accepted and incorporated herein by this reference.

ACCEPTANCE: _____ Date: _____
Name, Project Manager

ATTACHMENT A

WORK ORDER SCOPE OF SERVICES

Work Order # CH-2020-5 Design and Repair –Scope of Services

Engineer will provide services as detailed hereinafter.

CH2M HILL Engineers, Inc. (ENGINEER), a wholly owned subsidiary of Jacobs Engineering Group Inc., agrees to furnish City of Fort Lupton (CITY) engineering services for amending of the Utility Plan which will be based upon the outcome of development of a Request for Proposal (RFP) for Engineering Services for the planning, permitting and design of a force main and lift station to convey wastewater to the Metro Wastewater Reclamation District's regional Northern Treatment Plant and ENGINEER will amend the Utility Plan based upon the study (by others) results. The work is based on the following task descriptions. ENGINEER's basis for estimating engineering costs for the project is based on the elements included in the task descriptions.

It is understood that the CITY will designate Glenda McCarroll as the primary point of contact with respect to the work performed under this agreement, with authority to transmit instructions, receive information, interpret and define CITY policies and decisions relative to elements pertinent to the work covered by this Agreement.

Objective

Provide update to the CITY's Utility Plan consistent with the selected alternative for treatment based upon the outcome of a lift station and routing study to be completed by others.

Background

The Fort Lupton Wastewater Treatment Plant operates under the Colorado discharge permit system Permit number C00021440. The City received a compliance schedule from Colorado Department of Public Health and Environment (CDPHE) in its most recent permit renewal effective July 1, 2018. The compliance schedule is to:

- Achieve the total inorganic nitrogen and total phosphorous final limits,
- Achieve the recoverable Arsenic final limits.

The compliance schedule is provided below:

Compliance Schedule(s)

- a. Total Inorganic Nitrogen and Total Phosphorous Final Limits - In order to meet Total Inorganic Nitrogen and Total Phosphorous final limits, the following schedule for compliance is included in the permit.

Code	Event	Description	Due Date
06599	Hire a Consultant/ Professional Engineer	Submit a letter of notification that a Colorado licensed engineering consultant has been obtained and funding has been secured for planning aspects	01/31/2019
CS011	Plan, Report, or Scope of Work	Submit a letter of notification that Preliminary Effluent Limits (PELs) have been received and report progress in obtaining funding for design and construction aspects	01/31/2020
73905	Engineering Plan	Submit a letter of notification that funding has been obtained for design and construction aspects, and final plans specifications have been submitted to the Division. Note that a Site Application and a preliminary design must be submitted and approved by the Division prior to final plans and specifications.	01/31/2021
CS015	Commence Required Work or On-Site Construction	Submit a letter of notification that Final Design Approval has been received from the Division and construction has commenced.	01/31/2022
CS010	Status/Progress Report	Submit a construction progress report summarizing the progress in construction or other activities.	07/31/2022
CS016	Complete Required Work or On-Site Construction	Complete construction of facilities or other appropriate actions, which will allow the permittee to meet the final limitations.	01/31/2023

b. Activities to Meet Total Recoverable Arsenic Final Limits - In order to meet Total Recoverable Arsenic limitations, the following schedule is included in the permit.

Code	Event	Description	Due Date
43699	Facility Evaluation Plan	Submit a report that identifies sources of arsenic to the wastewater treatment facility and identifies strategies to control these sources or treatment alternatives such that compliance with the final limitations may be attained.	December 31, 2025
00899	Implementation Schedule	Submit a progress report summarizing the progress in implementing the strategies to control sources such that compliance with the final limitations may be attained.	December 31, 2026
CS017	Achieve Final Compliance with Emissions or Discharge Limits	Submit study results that show compliance has been attained with the final limitations.	December 31, 2027

In preparation of the regulation requirement the CITY has conducted the following studies and evaluations:

- Fort Lupton Engineering Report Utility Plan, September 2014 prepared by J&T Consulting Inc.
- Wastewater Treatment Expansion Study, 2016 prepared by SEH
- Wastewater Expansion Evaluation Preliminary Design Report 2021 Prepared by Burns and McDonnell

The CITY has determined that entering into an agreement with the Metro Wastewater Reclamation District's (MWRD) Regional Northern Treatment Plant may be a preferred alternative to expanding the CITY's Wastewater Treatment Plant (WWTP). This alternative was previously evaluated during the 2014 Utility Plan update but was not selected as the preferred option at that time. Since the completion of the 2014 Utility Plan, the Northern Treatment Plant has been constructed and the cost for participation is more defined. Joining the regional facility would require:

- Investment in a lift station and force main to convey Fort Lupton wastewater to the Northern Treatment Plant
- Execution of an agreement with the Metro Reclamation District for treatment capacity with initial system connection investments fees and annual operating and maintenance fee.
- Updated Utility Plan

The CITY is interested in issuing a Request for Proposals (RFP) for the planning, permitting and design of a lift station and force main to convey wastewater to the regional Northern Treatment Plant. The CITY is pursuing a loan from the State Revolving Fund (SRF) and procurement of engineering services are subject to the qualification based selection requirements. During the planning phase of the design, cost and benefits of the regionalization alternative will be compared to the cost and benefits of the CITY's WWTP expansion. Upon completion of a study by others comparing the cost of a lift station and force main, the CITY will update the Utility Plan.

Task 1 Utility Plan Revision for Regionalization

If the connection with MWRD is selected as the preferred option by the City, ENGINEER will update the CITY's Utility Plan for the lift station and force main. Discussions with North Front Range Water Quality Planning Association indicated that a new utility plan would be more efficient than submitting an Amendment to the existing Utility Plan as this approach requires the existing sections be brought up to current standards.

The purpose of this task is to prepare a Wastewater Utility Plan (Utility Plan) in accordance with the North Front Range Water Quality Planning Association's (NFRWQPA's) Wastewater Utility Plan Guidance Manual (Guidance Manual), current version as of January 2020. The tasks described below follow the outline of and are based upon the Guidance Manual's format checklist for ease of review by NFRWQPA reviewers. The Utility Plan will be developed from information provided by the CITY related to:

- Metro Reclamation District Northern Treatment Plant
- Recent 2021 Wastewater Treatment Evaluation by Burns and McDonnell
- CITY's Comprehensive Plan
- 2014 City of Fort Lupton Utility Plan by J&T Consulting Inc.

The tasks below identify the section numbering that will be used in the Utility Plan.

Task 1.1 – Executive Summary

An executive summary will be written for the Utility Plan to summarize the main focus areas of the report and near-term capital improvement projects that are recommended.

Task 1.2 – Introduction

An Introduction for the Utility Plan will be written as described below:

- 201 Background—ENGINEER will develop this section that will include a general discussion about the history and location of the CITY and Utility Plan's purpose.
- 202 Facilities Plan Summary—ENGINEER will develop this section that will include a general discussion about the CITY's current wastewater planning considerations. The CITY's past planning efforts will also be discussed.
- 203 Summary of Utility Plan Structure—ENGINEER will develop this section that will include a list of the Utility Plan's contents.

Task 1.3 – Existing Conditions

The Existing Conditions section of the Utility Plan will be written as described below:

- 301 Current Planning Service Area—ENGINEER will develop this section that will describe the CITY's wastewater utility service area (WUSA), growth management area (GMA), and current 208 service area boundary (current WUSA). This section will be based upon the CITY's Comprehensive Plan as well as the NFRWQPA 208 Area Water Quality Management Plan (AWQMP). CITY staff will provide service area boundaries for the 20-year planning period. A single geographic information system (GIS) map will be developed by the ENGINEER showing the current and projected WUSA and projected GMA, along with the edges of any surrounding 208 service areas. ENGINEER will present the CITY's population forecasts in this section.
- 302 Current Wastewater Flows and Loads –ENGINEER will develop this section to describe current wastewater flows and loads to the CITY's wastewater treatment plant (WWTP) based on data from the past three years. The following will be included:
 - Flow and load peaking factors.
 - An assessment of Infiltration and inflow (I/I) and per capita wastewater flows.
 - Nitrogen and phosphorus loading on the WWTP.
 - Current effluent limitations.
 - Preliminary Effluent Limits (PELs) obtained from the Water Quality Control Division (WQCD) of the Colorado Department of Public Health and Environment (CDPHE) for a treatment plant expansion option (assuming these have been applied for previously as part of other planning work to date by the CITY).
- 303 Current Wastewater Treatment System - ENGINEER will incorporate previous planning work into this section that will describe the CITY's treatment facilities. (effort assumes these sections have been previously developed as part of other planning work to date by the CITY). The following subsections shall be incorporated:
 - Description of Existing System.
 - Current Process Flow Schematic.
 - Current Site Plan.
 - Performance of Existing System.
 - Existing Air Quality Permit. ENGINEER will review CDPHE requirements for air quality permits for the WWTP. The CITY will provide a copy of applicable existing permits.
 - Existing Site Stormwater Management Plan. ENGINEER will review CDPHE requirements for a stormwater permit for the WWTP site. The CITY does not currently have a stormwater management plan for the WWTP site.

- Existing Site Characterization. ENGINEER will incorporate this section from previous work that will include a brief discussion about floodplains in the vicinity of the existing WWTP site. ENGINEER will use FEMA floodplain maps to illustrate the floodplain and its proximity to the WWTP.
- Existing Facility Emergency Response Protocols. Engineer will use existing plant protocols to present.
- Existing Biosolids Management Program.
- Condition Assessment of Existing Treatment System and Needs Recommendations incorporated from the Site Application Engineering Report, 2020.
- 304 Existing Wastewater Collection System - ENGINEER will develop this section that will describe the CITY's wastewater collection system. (effort assumes these sections have been previously developed as part of other planning work to date by the CITY). The following subsections shall be developed:
 - Description of existing system including layout and inventory of pipe sizes and materials.
 - Description of existing lift stations including capacity and features.
 - Collection System Infiltration/Inflow. I/I information on the existing system will be presented from the CITY's Site Application Engineering Report, 2020 and the Preliminary Engineering Report/Utility Plan, 2015.
 - Pretreatment Program—The ENGINEER will develop this section that will describe the CITY's existing Pretreatment Program. This section will be based upon program information provided by the CITY. It is assumed that an analysis of the program or a pretreatment investigation will not be required. ENGINEER will prepare a brief discussion on future pretreatment-related needs due to growth.
 - Recommendations for Collection System Improvements for existing facilities. ENGINEER will develop this section based on recommendations in the CITY's Site Application Engineering Report, 2020 and the Preliminary Engineering Report/Utility Plan, 2015.
- 305 Existing Service Area Nonpoint Source Contributions - ENGINEER will develop this section that will describe the CITY's nonpoint source contributions to the South Platte. The following subsections shall be developed:
 - Description of existing nonpoint sources and stormwater collection system. ENGINEER will identify, locate on a map from the CITY's GIS system, and characterize (to the extent data are readily available) or estimate nonpoint sources of pollution which may include agriculture, livestock operations, urban stormwater outside of a Municipal Separate Storm Sewer System (MS4), mining related activity, and/or other effects. The CITY will provide information on their stormwater system from the CITY's GIS. ENGINEER will review Colorado State University's eRAMS database (<https://erams.com/>) for information on nonpoint sources within the CITY's service area.
 - ENGINEER will identify recommended best management practices (BMPs) to control nonpoint source pollution. Estimate load reductions which may reasonably be achieved through BMP implementation over the 20-year planning period.

Task 1.4 – Future Conditions

The Future Conditions section of the Utility Plan will be written as described below (effort assumes these sections have been previously developed as part of other planning work to date by the CITY):

- 401 Population and Land Use Projections—ENGINEER will develop this section based on information from the CITY's Comprehensive Plan and the AWQMP. The CITY's projected population growth along with growth in its GMA and WUSA will be presented.
- 402 Wastewater Flow and Load Projections—ENGINEER will develop this section that will describe the CITY's wastewater flow and load projections for a 20-year period. This section will be based upon the population projections from the task above and as documented in the CITY's Wastewater Master Plan.

- 403 Projected Wastewater Flow Characterization—ENGINEER will develop this section to discuss projected I/I and per capita loadings from residential, commercial, and industrial sources for future planning.
- 404 Future Interceptor and Lift Station Collection System Alignments—ENGINEER will develop this section that will address future capacities of the Wastewater Collection Interceptors and Lift Stations for a 20-year planning period.
- 405 Future Service Area Nonpoint Source Contributions—ENGINEER will develop this section that will briefly discuss future stormwater infrastructure needs to address nonpoint sources for a 20-year planning period. The CITY does not have a City-wide stormwater management plan. The ENGINEER will not be producing a City-wide stormwater management plan as part of the Utility Plan.

Task 1.5 — Receiving Water Quality

The Water Quality Characterization section of the Utility Plan will not be developed for the connection to the MWRD.

Task 1.6 — Wastewater Treatment and Collection System Improvements

The Wastewater Treatment Plant improvements will not be included for the connection to the MWRD.

Collection System Improvements section of the Utility Plan will be written as described below:

- 601 Development and Screening of Collection System Improvement Alternatives — This section will include discussion of alternatives for improvements to the collection system and will include the following:
 - Discussion of feasibility of optimizing the performance of the existing facility to meet future requirements.
 - Discussion of consolidating wastewater treatment with another nearby utility (MWRD).
 - Discussion of wastewater reuse as an alternative for meeting future water quality standards.
- 602 Collection System Evaluation Matrix — This section will include discussion of screened alternatives for improvements to the wastewater treatment and collection system (up to two each) and will include the following:
 - Description of alternatives.
 - Monetary Costs [capital and annual operation & maintenance(O&M)].
 - Energy Costs.
 - Performance with respect to PELs.
 - Ease of implementation.
 - Environmental issues.
- 603 Collection System Alternative Selection — This section will include recommendation of selected alternatives for improvements to the wastewater treatment and collection system and will include the following:
 - Discussion of selected alternatives and any green elements to be incorporated into the projects. The term “green” refers to alternative technologies which result in water or energy efficiencies for the treatment facilities.
 - Discussion of emergency standby power needs.
 - Odor control considerations.
 - Future air quality requirements.
 - Site stormwater management plan requirements.
 - Floodplain and geotechnical site characteristics. Geotechnical reports from the 2014 Utility Plan and 2021 Preliminary Design Report will be utilized.

- Listing of National Environmental Protection Act (NEPA) Components for State Revolving Fund (SRF) loan program which will be required.
- Record of public participation for SRF program.

Task 1.7 — Service Area Nonpoint Source Improvements

The Service Area Nonpoint Source Improvements section of the Utility Plan will be written as described below.

- 701 Nonpoint Source Service Area Improvements — This section will include a description of alternatives for improvements to the CITY's stormwater system for controlling nonpoint sources of pollutants.
- 702 Service Area Nonpoint Source Alternatives Evaluation of Best Management Practices (BMPs) — This section will include discussion of alternatives for stormwater BMPs. ENGINEER will evaluate alternative BMPs to control nonpoint source pollution, based on publicly available information and tools, and factors which may include considerations of cost (capital, O&M, 20-year net present value cost), energy cost, performance relative to water quality standards and protective uses, constructability, and environmental issues. ENGINEER will estimate costs, water quality performance, environmental consideration, and constructability (access, right of way, materials, feasibility of construction) of alternative BMPs (up to three will be evaluated). ENGINEER will provide support for opportunities for public review and comment in the process of selection of the preferred BMP and plan. It is assumed that CITY staff will lead public processes and that for efficiency and expediency, the CITY's public processes may address other requirements in parallel with the Utility Plan. This task will provide support for up to two (2) brief virtual public meetings, including preparation of up to 5-10 PowerPoint slides, and taking notes of public comments and discussions.
- 703 Service Area Nonpoint Source Alternatives Plan Selection — This section will include discussion of alternatives for improvements to the wastewater treatment and collection system and will include the following: Document the alternatives analysis in a matrix/table. Prepare a description of the selected plan including treatment capabilities, anticipated load reductions or increases, green infrastructure elements, and the public participation in the process of selecting the preferred plan.

Task 1.8 — System Management and Financial Plan

The Management and Financial Plans section of the Utility Plan will be written as described below.

- 801 Wastewater Management Plan—ENGINEER will develop this section that will include a general discussion about the CITY's wastewater management plan with information provided by the CITY. Operations requirements per CDPHE will be discussed. An implementation schedule for upcoming capital projects identified in the Utility Plan will be presented.
- 802 Arrangements for Implementation—Evidence of site ownership for the WWTP site will be presented along with applicable active intergovernmental agreements needed for the upcoming projects.
- 803 Financial Management Plan—The CITY will develop this section which will address the following:
 - Rate and charge structures.
 - Financial solvency should growth not occur.
 - Institutional arrangements to guarantee payment of charges from large connectors and from other governmental connectors.
 - Interest in applying for an SRF loan to finance infrastructure or improvements.
 - Significant industrial users under pretreatment regulations.
 - Proposed method of financing recommended projects.
 - Impact of recommended projects on current typical residential monthly rates and plant investment fees.

Task 1.9 — NFRWQPA 208 AWQMP Data Summary

ENGINEER will provide discussion of the following items to support the 208 AWQMP:

- 901 Agency Summary Data Table 4 and 5 per the NFRWQPA Utility Plan Guidance Document.
- 902 eRAMS Center for Comprehensive, Optimal and Effective Abatement of Nutrients (CLEAN) Dashboard Report.
- 903 eRAMS Watershed Assessment.

Task 1.10 – Appendices and Final Utility Plan Report Production

ENGINEER will prepare draft and final Utility Plan reports for the CITY's review. The report will include all sections as described in Tasks 1 through 9 above plus necessary appendices to support the above sections.

The CITY will provide consolidated written comments on the draft and final Utility Plan report within two weeks of receipt. The ENGINEER will appropriately address comments on the sections prepared by the ENGINEER and the CITY will appropriately address comments on the sections prepared by the CITY.

ENGINEER will appropriately address comments from NFRWQPA on the draft Utility Plan. Draft and final documents will be provided in PDF format.

Task 1.11 – Meetings Regarding Draft Utility Plan

The ENGINEER will attend the following meetings with CITY staff and the NFRWQPA representatives as noted below and in the attached fee estimate:

1. One project initiation meeting with CITY.
2. Up to six progress meetings with CITY via phone.
3. One meeting to discuss Utility Plan review with NFRWQPA Utility Planning Committee.
4. One meeting to discuss Utility Plan revisions following review with NFRWQPA Utility Planning Committee.

Assumption:

- Approvals and meetings with Denver Regional Council of Governments (DRCOG) not required and MWRD will update their own utility plan and coordinate with DRCOG.

Schedule and Deliverables

The project schedule is presented below.

Adoption of MWRD Connection by City Council

120 days following adoption – Submit Draft Utility Plan to CITY for Review

250 days following adoption – Submit Draft Utility Plan to NFRWQPA for Review

335 days following adoption – NFRWQPA Meeting

365 days following adoption – Submit Final Utility Plan to NFRWQPA

400 days following adoption – Approval of Utility Plan by NFRWQPA

Engineer will update the draft schedule above, based on status of MWRD agreement, and force main and lift station design information by Others. Schedule update will also include dates for public meeting and public notifications required for utility plan adoption.

Task 1.12 – Project Management

Engineer's PM will prepare and submit to the Owner's PM, on a monthly basis, a brief cost and schedule status report. The report will include a narrative description of progress to-date, actual costs for each item, estimates of percent complete, and potential cost variances. The invoices and status reports will accompany the Monthly invoices under the Operations and Maintenance Contract.

ENGINEER's project engineer will attend by phone a 1 hour kickoff workshop with CITY staff to confirm the project scope, address technical issues, establish expectations, roles and responsibilities, establish a decision-making process, and advance the design approach for the project.

Deliverables:

The following deliverables will be prepared for this task:

- Project Status Reports and Invoices

Payment

Compensation will be on a time and expense basis with labor billed at rates shown in **Attachment 1**. Subconsultant expenses will be billed at actual cost plus a 5 percent markup, and direct expenses at actual cost. The hourly billing rates will include allowances for salary, benefits, overhead, and profit. Other expenses will include travel, printing, mailing, copying, supplies, and other similar costs incurred in performance of the work. ENGINEER's fee estimate is presented in **Attachment 1**. ENGINEER will make reasonable efforts to complete the work within this budget and will keep the CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. ENGINEER will not exceed the total budgetary amount without prior written approval from the CITY.

List of Attachments

Attachment 1 –Fee

Attachment B

Attachment B -- Fee Sheet Work Order: CH-2020 -5 Utility Plan Assistance City of Fort Lupton Oncall Services		year	QC Al Paquet	Project Manager Brad Schutt	Pipeline Brian Folsom	Kyle Snider STC	Pat Nelson Regulatory Specialist	Tiffany McEachen Sr. Water Resources Engineer	Madalyn Murphy Project Engineer	Jeremy Quan GIS/Graphics	Office/Administration	Total Labor	Total Labor Cost	Subconsultant Utility, Survey, and Geotech	Markup on Subconsultant (5%)	Travel/TDA Expense	Miscellaneous Expense	Total Expenses/ Subcontracts Cost	Total
Per Diem Code/Classification			3	6	4	2	2	5	8	6	19								
			\$ 235	\$ 165	\$ 210	\$ 240	\$ 240.00	\$ 190.00	\$ 130.00	\$ 165.00	\$ 90.00								
1.0 208 Utility Plan Revision for Regionalization			50	152	-	74	46	53	203	42	20	640	110,820	-	-	630	1,060	1,680	112,500
1.1 Executive Summary			4	16		4	-	-	4	4	-	32	\$ 5,720			\$ 60	\$ 100	\$ 160	\$ 5,880
1.2 Introduction			-	6		-	-	-	-	-	2	8	\$ 1,170			\$ 60	\$ 100	\$ 160	\$ 1,330
1.3 Existing Conditions			10	20		14	2	2	32	16	-	96	\$ 16,670			\$ 60	\$ 100	\$ 160	\$ 16,830
1.4 Future Conditions			10	22		8	4	2	8	4	-	58	\$ 10,940			\$ 60	\$ 100	\$ 160	\$ 11,100
1.5 Receiving Stream Water Quality			4					18	28			50	\$ 8,000			\$ -	\$ -	\$ -	\$ 8,000
1.6 Collection System Improvements			-	16		5	4	-	24	4	4	57	\$ 8,940			\$ 60	\$ 100	\$ 160	\$ 9,100
1.7 Service Area Improvements			-	-		2	-	18	28	12	-	60	\$ 9,520			\$ 60	\$ 100	\$ 160	\$ 9,680
1.8 System Management and Financial Plan			2	16		8	-	-	-	2	-	28	\$ 5,360			\$ 60	\$ 100	\$ 160	\$ 5,520
1.9 NFRWQPA 208 Regional Data Summary			2	-		2	28	-	-	-	-	32	\$ 7,670			\$ 60	\$ 100	\$ 160	\$ 7,830
1.10 Appendices and Final Report Production			8	8		16	6	4	72	-	14	128	\$ 19,860			\$ 60	\$ 100	\$ 160	\$ 20,020
1.11 Meetings			4	16		15	2	9	7	-	-	53	\$ 10,280			\$ 60	\$ 100	\$ 160	\$ 10,440
1.12 Project Management			6	32								38	\$ 6,690			\$ 30	\$ 60	\$ 80	\$ 6,770
Total			50	152	-	74	46	53	203	42	20	640	\$ 110,820	\$ -	\$ -	\$ 630	\$ 1,060	\$ 1,680	\$ 112,500

Assumptions Used in Developing this Scope of Services

The ENGINEER's estimate of engineering costs for the project is based on the elements included in task descriptions above, and the following assumptions:

1. CITY will examine information submitted by ENGINEER and render in writing or otherwise provide decisions and requested data within two weeks.
2. CITY will give prompt notice to ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of ENGINEER's services, or of any defect in the work of ENGINEER.
3. ENGINEER will provide the CITY with deliverables as defined respectively in this scope of work and as defined in specific work request.
4. Deliverables will be distributed electronically via email (pdf format).
5. Meetings with the CITY will be held at the CITY's office or treatment plants.
6. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates. If CITY wishes greater assurance as to any element of project cost, feasibility, or schedule, CITY will employ an independent cost estimator, contractor, or other appropriate advisor.
7. ENGINEER is not responsible for the accuracy of data provided by others.
8. The work for this project will occur over a 15 month time period from the date of authorization to proceed, expected by June 2021 and the utility plan work may occur in parallel with the RRP and other ENGINEER's alternatives analysis.
9. CITY to manage the Bid Net procurement process
10. CITY reports and management areas and plans are accurate and complete
 - Growth management area
 - Growth management plan
 - Picture Fort Lupton, A Plan for Our Communities Future, 2018 (Comprehensive Plan)
 - Fort Lupton WWTF Expansion Project, Site Application Engineering Report, March 26, 2020
 - Preliminary Engineering Report/Utility Plan, September 2014
11. A Collection System Condition Assessment and Stormwater Management Plan will not need to be completed as part of this project and are not included in the scope.



FORT LUPTON POLICE DEPARTMENT

MONTHLY REPORT OF STATISTICS AND EVENTS

May 2021

YEAR TO DATE STATISTICS

Category	2021	2020	2019	2018	2017
Calls For Service	5948	4064	4638	5426	4614
Cases	556	514	568	600	596
E-Ticket	897	522	810	669	560
Arrests	103	152	170	245	182
Summons (Report cases closed by)	181	125	183	142	131
Total Enforcement Actions	1181	799	1163	1065	873
DUI	45	39	30	89	54

MONTHLY STATISTICS

Calls Resulting in Reports

Abandoned Vehicle	2	Ordinance Violation	1
Animal Complaints	6	Protection order violation	6
Assault	2	Robbery	1
Assist Other Agency	8	Sex Crimes	1
Burglary	2	Sex Offender Registrations	8
Criminal Mischief	2	Theft	9
Disorderly Conduct	1	Traffic Accidents	13
Detox/Mental Health Holds	4	Traffic Offenses	3
Disorderly Conduct		Trespass	3
Domestic Violence	2	Unattended Death	1
Drug Cases	1	Warrant Arrest	10
DUI & DUI/Drug Cases	20		
False Reporting	2		
Found/Lost Property	3		
Harassment	1	E-Citations	148
Information	10		
Juvenile Problems	3		
Menacing	2		
MIP	1		
Motor Vehicle Theft	4		
Total Reports	138	Total Calls for Service	1265
Cases Closed By Arrest	29	Cases Closed By Summons	42

Calls by Sector

Northeast – 22	Southeast – 11	OOT - 3
Northwest – 12	Southwest – 30	Hwy 85 & 52 - 23



MONTHLY SNAPSHOT

May Events and Training

1. May's Monthly training included Emergency Vehicle Operations/Pursuit refreshers and Quarterly Firearms Skills Development and Qualification
2. Officer Garrett Hackett was awarded the DRE of the Month recognition from the Colorado Department of Transportation. (DRE is an advanced certification for the ability to recognize impairment drugs and determination of whether that impairment effects a person's ability to drive.) FLPD is fortunate to have one of the few DRE's in Weld County.
3. FLPD received a 2020 President's Award from the Fort Lupton Chamber of Commerce. We are fortunate to have a talented, hardworking and dedicated group of young officers.
4. Hiring of Toni Ehrenshaft as a Records Technician.



Monthly Training Statistics		
In-Service Hours	Continuing Ed Hours	Total Hours
280	102	382

5. How is the Police Fleet used? **UPDATED**

1001 – Chev Pick Up	Animal Control-Ford	2001 – Ford Explorer	Turney
1201 – Chev Yukon	Investigations-Palissa	2002 – Ford Explorer	Devich, English
1303 – Chev Yukon/Silver	SRO - Miraglia	2003 – Ford Explorer	Grossman
1304 – Chev Yukon	Investigations-Pelton	2004 – Ford Explorer	Walker
1404 – Chev Yukon	Lt. Hempel	2005 – Chev Yukon	Whyard, Toves
1501 – Ford Explorer	Code - Leon	2006 – Chev Yukon	Carnes, Sagner
1601 – Chev Yukon	Chief Fryar	2007 – Chev Yukon	Geerdes, Hackett
1701 – Chev Yukon	SRO Gallegos	2008 – Chev Yukon	Hart, Goddard
		2009 – Chev Yukon	Valdez/Vacancy
		2010 – Chev Yukon	Buttry/Vacancy
Vasquez, Buttry, Valdez, Vacancy are not yet assigned. Asay and second Investigations, not yet assigned.			

6. Staffing (Vacancies)

Police Officer	2	Active for 5 months
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Upcoming Events

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
July 6, 2021	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
July 9, 2021	City Wide Yard Sale
July 10, 2021	City Wide Yard Sale
July 13, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
August 20, 2021	Jacobs Golf Tournament, Coyote Creek Golf Course