



**City Council/Enterprise Boards
TOWN HALL MEETING
AGENDA**
Tuesday, September 14, 2021
6:30 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/rt/3902754318356881932>**

Call to Order

General Discussion – The Town Hall meeting is for the Public to have open discussion with Council regarding any topic. This list is not all-inclusive. The following topics are items to be presented to Council by staff and may or may not be followed by discussion. No transcripts or summary are taken during Town Hall meetings.

- a. Kathy Buckmeier to address Council on County Road 21 Maintenance
Roy Vestal - County Road 21 Options
- b. Small Town America Civic Volunteer Award ("STACVA")
- c. Community Center Trail
- d. 305 Wagonwheel Geotech
- e. 2022 Payment for Colorado Big Thompson ("CBT") Assessment
- f. Signs Update
- g. Building Code Update
- h. Library Board Memorandum of Understanding (MOU)
- i. Animals Discussion
- j. Public Hearings

Silvermoon Bar and Cafe Liquor License Renewal
Been Minor Subdivision

Adjourn

**MEMORANDUM OF UNDERSTANDING
REGARDING PURCHASE AND PROCEEDS OF NEW LIBRARY PARCEL**

This Memorandum of Understanding (this "MOU") is entered into on _____, 2021, by and between the **Fort Lupton Public and School Library**, a joint library within the State of Colorado (the "Library"), the **City of Fort Lupton**, a statutory municipality in the State of Colorado (the "City"), and the **Weld County School District RE-8**, a Title 22 school district in the State of Colorado (the "School District"). The Library, City, and School District may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Library is a joint library established by the City and School District to provide public and school library services to the citizens within the School District boundaries, which includes all City residents; and

WHEREAS, the Library is primarily funded through pass-through mill levy funds collected by the High Plains Library District and distributed to the City, as fiscal agent of the Library, for budgeting and use by the Library; and

WHEREAS, the Library has historically provided both public and school library services within the library space attached to the School District's Fort Lupton High School (the "High School") building, but population growth and service demands have led to the decision to build and operate a separate public library, while still operating the school library out of the High School; and

WHEREAS, the Library identified a parcel of land that was ideal for the construction of the new public library and the City and School District executed that certain Contract to Buy and Sell Real Estate dated May 12, 2021 (the "Purchase Contract"), to secure the purchase of the desired parcel, exclusively using Library funds for the purchase of the parcel; and

WHEREAS, the Library, City, and School District desire to enter into this MOU to memorialize the intent of the transaction, confirm the source of funds for the transaction, and confirm that any future sale of the parcel be credited solely to the Library.

NOW, THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

- 1. NEW LIBRARY PARCEL.** Pursuant to the Purchase Contract, the new library is proposed to be located on Lot 13, Block 5, Lupton Village, P.U.D., within the City (the "Property"). As further defined in the Purchase Contract, the transaction is scheduled to close on or about Monday, October 11, 2021.
- 2. LIBRARY FUNDS.** All Earnest Money and Cash at Closing, as set forth in the Purchase Contract, are the sole responsibility of the Library and only Library funds will be used to purchase the Property. The City and School District expressly agree that neither has contributed any funds to purchase the Property.

3. **LIBRARY PARCEL PROCEEDS.** The Parties expressly agree that should the Property ever be sold in the future, any and all sale proceeds shall be credited to the Library for use solely by the Library as Library funds. The City and School District expressly agree that they are named on the title for administrative purposes only and disclaim any entitlement to any and all proceeds from a future sale of the Property, if any. Furthermore, any revenue created from the Property, if any, shall be solely designated as Library funds for use by the Library.
4. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this MOU, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized, established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's written request therefor. If such dispute or claim is not settled through mediation, then either Party may initiate a civil action in the local District Court of Weld County.
5. **TERM AND TERMINATION.** This MOU shall commence upon execution and shall remain in full force and effect for as long as the Property is owned by the City and School District.
6. **TABOR.** All financial obligations of any Party under this MOU are contingent upon annual appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this MOU shall be deemed to create a debt or multiple fiscal year financial obligation of any Party, a pledge of the credit of any Party, or a collection or payment guarantee by any Party.
7. **NOTICES.** Any notice required or permitted by this MOU shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth below or otherwise provided by either Party in writing. Such notice shall be deemed to have been given when deposited in the U.S. Mail, or when delivered electronically, read-receipt requested and received by the sending Party.

Library:

Attn: Library Director
425 S. Denver Ave.,
Ft. Lupton, CO 80621

City:

Attn: City Manager
130 S. McKinley Ave.,
Ft. Lupton, CO 80621

School District:

Attn: Superintendent
200 S. Fulton Ave.,
Ft. Lupton, CO 80621

8. **NO THIRD-PARTY BENEFICIARIES.** None of the terms, conditions or covenants set forth in this MOU shall give or allow any claim, benefit or right of action by any third person not a Party to this MOU. Any person other than the Parties to this MOU who or which receive services or benefits under this MOU shall be only an incidental beneficiary.

- 9. GOVERNING LAW AND VENUE.** This MOU shall be governed by the laws of the State of Colorado. Venue for any legal proceeding arising from or related to this MOU shall be proper only in Weld County, Colorado.
- 10. GOVERNMENTAL IMMUNITY.** It is the intention of the Parties that this MOU shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunity Act, Section 24-10-101 and following, Colorado Revised Statutes.
- 11. ATTORNEYS' FEES.** For any dispute arising from or related to this MOU, the prevailing Party shall be entitled to an award of reasonable attorneys' fees as determined by the Court.
- 12. INTEGRATION; AMENDMENT; ASSIGNMENT.** This MOU represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This MOU may be amended only by an instrument in writing signed by the Parties. This MOU may be assigned only upon the written approval of the non-assigning Party, which approval shall not be unreasonably withheld.
- 13. COUNTERPARTS.** This MOU may be executed in several counterparts and, as so executed, shall constitute one agreement, binding on all Parties even though all Parties have not signed the same counterpart. Any counterpart of this MOU which has attached to it separate signature pages, which altogether contain the signatures of all the Parties, shall be deemed a fully executed instrument for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this MOU on the date first written above.

FORT LUPTON PUBLIC AND SCHOOL LIBRARY

By: _____
Board President

Attest:

By: _____
Board Secretary

CITY OF FORT LUPTON

By: _____
Mayor

Attest:

By: _____
City Clerk

WELD COUNTY SCHOOL DISTRICT RE-8

By: _____
Board President

Attest:

By: _____
Board Secretary