



**City of Fort Lupton
City Council
REGULAR MEETING AGENDA
Tuesday, August 4, 2020
7:00 PM
130 South McKinley Avenue**

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

Remote Meeting Instructions

- a. To join the meeting from your computer, tablet or smartphone click the link:
<https://global.gotomeeting.com/join/623516477>
To join the meeting by phone: United States (Toll Free): 1 866 899 4679 OR United States: +1 (312) 757-3117
Access Code: 623516477

Pledge of Allegiance

Call to Order - Roll Call

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

Approval of Agenda

Review of Accounts Payables

- a. 08032020 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. 07212020 City Council Meeting Minutes
- b. Second Reading Ordinance 220-1094 An Ordinance Accepting the Jacqueline Wade Public Right of Way Dedication for County Road 24
- c. Second Reading Ordinance 2020-1095 An Ordinance Accepting the Melecio and Margaret Chavez Public Right of Way Dedication for County Road 10

- d. AM 2020-140 Approve Change Order Number 2 to AJI Irrigation, Inc for an Amount not to Exceed \$17,280 for Irrigation Booster Pumps Projects from the Water Sales Tax Fund
- e. AM 2020-141 Approve a Proposal from United Power Inc., to Upgrade Transformers in Coyote Creek to Support Power to the Irrigation Booster Pumps Project for \$12,222.33 to be Paid from the Water Sales Tax Fund
- f. AM 2020-145 Approve Windy Gap Firing Project Allotment Contract
- g. AM 2020-143 Approve Resolution 2020Rxxx of the Fort Lupton City Council Acting as the Fort Lupton Utility Enterprise Board Modifying the Cash-in-lieu Raw Water Requirement for Residential Subdivision Construction
- h. AM 2020-144 Approving a Resolution by the Fort Lupton City Council Acting as the Fort Lupton Utility Enterprise Board, Suspending Resolution 2019-067 Modifying the Cash-in-lieu Raw Water Requirement for Commercial and Industrial Construction
- i. AM 2020-137 Emergency Replacement Reuse Water Pump for the Waste Water Plant for \$11,250 from Arvada Pump

Action Memorandum

- a. AM 2020-138 Approval of a Resolution Accepting the Cost Recovery Agreement with Basalite Building Products, LLC for Construction of South Rollie Avenue, Western Half
- b. AM 2020-139 Approval of Payment to Basalite Building Products LLC for South Rollie Avenue Improvements Along Kerr McGee Property of \$365,885.00
- c. AM 2020-142 Service Plan Extension for Cottonwood Greens Metropolitan District No. 1

Staff Reports

Mayor/Council Reports

Future City Events

- a. 08042020 Upcoming Events

Adjourn

Remote Meeting Instructions

a. Instructions



City of Fort Lupton

Check Report

By Check Number

Date Range: 07/21/2020 - 08/03/2020

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							
000024	ACE HARDWARE OF FORT LUPTON		07/27/2020	Regular	0.00	9.59	83828
84015	Invoice	07/21/2020	GOLF-LG NOZZLE GUN-PRO SHOP		0.00	9.59	
000028	ACUSHNET COMPANY		07/27/2020	Regular	0.00	1,804.80	83829
909011542	Invoice	07/21/2020	GOLF-CAR STOCK BALL DELIVERY-PRO SHOP		0.00	1,804.80	
002254	ADIDAS AMERICA INC		07/27/2020	Regular	0.00	1,434.70	83830
6150966901	Invoice	07/21/2020	GOLF-MERCHANDISE-PRO SHOP		0.00	1,130.32	
6151020240	Invoice	07/21/2020	GOLF-MERCHANDISE-PRO SHOP		0.00	304.38	
000073	AMERICAN EAGLE DISTRIBUTING CO		07/27/2020	Regular	0.00	355.65	83831
580896	Invoice	07/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	355.65	
000183	CALLAWAY GOLF SALES COMPANY		07/27/2020	Regular	0.00	590.64	83832
931675902	Invoice	07/21/2020	GOLF-MERCHANDISE-PRO SHOP		0.00	367.68	
931684245	Invoice	07/21/2020	GOLF-MERCHANDISE-PRO SHOP		0.00	222.96	
000246	CLEVELAND GOLF / SRIXON		07/27/2020	Regular	0.00	205.20	83833
5916394 SO	Invoice	07/21/2020	GOLF-Q STAR BALLS-PRO SHOP		0.00	691.20	
5937337 CA	Credit Memo	06/01/2020	GOLF-SOFT FELT BALLS-PRO SHOP		0.00	-486.00	
000307	COMCAST CABLE COMM, LLC		07/27/2020	Regular	0.00	244.17	83834
606460120790 JU...	Invoice	07/21/2020	GOLF-INTERNET/PHONE SERVICES 7/6-8/5		0.00	244.17	
000361	DBC IRRIGATION SUPPLY		07/27/2020	Regular	0.00	1,542.98	83835
S3765285.003	Invoice	07/21/2020	GOLF-IRRIGATION SUPPLIES-MAINT		0.00	1,542.98	
001374	EPOCH EYEWEAR		07/27/2020	Regular	0.00	495.84	83836
SO-119396	Invoice	07/21/2020	GOLF-EYEWEAR-PRO SHOP		0.00	495.84	
002175	GROSSEN BART BREWING COMPANY		07/27/2020	Regular	0.00	60.00	83837
20-109	Invoice	07/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	60.00	
000567	HIGH COUNTRY BEVERAGE CORP		07/27/2020	Regular	0.00	1,992.30	83838
W-3197021	Invoice	07/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	985.35	
W-3198507	Invoice	07/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	392.75	
W-3198508	Invoice	07/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	117.20	
W-38649021	Invoice	07/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	497.00	
000636	JC GOLF ACCESSORIES		07/27/2020	Regular	0.00	505.81	83839
CM-4781	Credit Memo	07/21/2020	GOLF-BLACK WIDOW KITS-PRO SHOP		0.00	-138.00	
SI-162900	Invoice	07/21/2020	GOLF-PENCILS-PRO SHOP		0.00	643.81	
000735	LL JOHNSON DISTRIBUTING		07/27/2020	Regular	0.00	362.41	83840
1127685-01	Invoice	07/21/2020	GOLF-NOZZLE AND TOOL-MAINT		0.00	166.42	
1128268-00	Invoice	07/21/2020	GOLF-SUPPLIES-MAINT		0.00	126.00	
1834493-00	Invoice	07/21/2020	GOLF-GAL BOTTLE SEAL W/PUMP-MAINT		0.00	69.99	
001987	MIZUNO USA INC		07/27/2020	Regular	0.00	294.32	83841
6530812 RI	Invoice	07/21/2020	GOLF-DRIVER-PRO SHOP		0.00	294.32	
000862	O'REILLY AUTO PARTS		07/27/2020	Regular	0.00	42.91	83842
4489-218364	Invoice	07/21/2020	GOLF-OIL FILTER, OIL-MAINT		0.00	42.91	
000999	SHAMROCK FOODS COMPANY		07/27/2020	Regular	0.00	1,816.24	83843
20551717C	Credit Memo	06/01/2020	GOLF-FOOD CREDIT-PRO SHOP		0.00	-46.92	
20682568	Invoice	07/21/2020	GOLF-FOOD,SNACKS,SUPPLIES-PRO SHOP		0.00	665.93	
20696964	Invoice	07/21/2020	GOLF-FOOD,SNACKS,SUPPLIES-PRO SHOP		0.00	800.79	

Check Report

Date Range: 07/21/2020 - 08/03/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
20696965	Invoice	07/21/2020	GOLF-FOOD/SNACKS/SUPPLIES-PRO SHOP	0.00	396.44	
001052	SWIRE COCA-COLA, USA	07/27/2020	Regular	0.00	510.52	83844
13923208321	Invoice	07/21/2020	GOLF-BEVERAGES-PRO SHOP	0.00	257.28	
13923208403	Invoice	07/21/2020	GOLF-BEVERAGES-PRO SHOP	0.00	204.24	
13923208404	Invoice	07/21/2020	GOLF-BEVERAGES-PRO SHOP	0.00	49.00	
001183	WAXIE SANITARY SUPPLY	07/27/2020	Regular	0.00	116.93	83845
79314654	Invoice	07/21/2020	GOLF-SUPPLIES-PRO SHOP	0.00	116.93	
000024	ACE HARDWARE OF FORT LUPTON	08/03/2020	Regular	0.00	146.60	83846
83982	Invoice	07/28/2020	GOLF-FASTENERS-MAINT	0.00	1.41	
84010	Invoice	07/28/2020	GOLF-KEYKRAFTER #71-MAINT	0.00	8.97	
84041	Invoice	07/28/2020	GOLF-PRIMER,RUST PROOF, SUPPLIES-MAINT	0.00	33.73	
84056	Invoice	07/28/2020	GOLF-EASY MIX OIL, GORILLA GLUE, CAULK...	0.00	40.52	
84106	Invoice	07/28/2020	GOLF- CAT LITTER-MAINT	0.00	31.99	
84206	Invoice	07/28/2020	GOLF-ACE PREM FLAT BRUSH 4"-MAINT	0.00	29.98	
000073	AMERICAN EAGLE DISTRIBUTING CO	08/03/2020	Regular	0.00	433.60	83847
585675	Invoice	07/28/2020	GOLF-BEVERAGES-PRO SHOP	0.00	433.60	
000160	BREAKTHRU BEVERAGE GROUP	08/03/2020	Regular	0.00	567.71	83848
336358555	Invoice	07/28/2020	GOLF-BEVERAGES-PRO SHOP	0.00	475.71	
336358556	Invoice	07/28/2020	GOLF-BEVERAGES-PRO SHOP	0.00	92.00	
000536	GOLF AND SPORT SOLUTIONS LLC	08/03/2020	Regular	0.00	951.49	83849
35336	Invoice	07/28/2020	GOLF-ATHLETIC SAND 27.46TONS-MAINT	0.00	951.49	
000567	HIGH COUNTRY BEVERAGE CORP	08/03/2020	Regular	0.00	1,232.75	83850
W-38649081	Invoice	07/28/2020	GOLF-BEVERAGES-PRO SHOP	0.00	1,232.75	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC	08/03/2020	Regular	0.00	346.79	83851
5763181	Invoice	07/28/2020	GOLF-BEVERAGES-PRO SHOP	0.00	236.94	
5763182	Invoice	07/28/2020	GOLF-BEVERAGES-PRO SHOP	0.00	109.85	
000999	SHAMROCK FOODS COMPANY	08/03/2020	Regular	0.00	732.70	83852
20704737	Invoice	07/28/2020	GOLF-FOOD/SNACKS/SUPPLIES-PRO SHOP	0.00	732.70	
001105	TOSHIBA FINANCIAL SERVICES	08/03/2020	Regular	0.00	226.50	83853
419368998	Invoice	07/16/2020	Golf Copier Lease	0.00	226.50	
001183	WAXIE SANITARY SUPPLY	08/03/2020	Regular	0.00	64.23	83854
79337381	Invoice	07/28/2020	GOLF-KLEENLINE TRASH BAGS-PRO SHOP	0.00	26.56	
79341099	Invoice	07/28/2020	GOLF-SOLSTA AND SUPPLIES-PRO SHOP	0.00	37.67	
001207	WESTERN DISTRIBUTING INC	08/03/2020	Regular	0.00	269.00	83855
374-02979	Invoice	07/28/2020	GOLF-BEVERAGES-PRO SHOP	0.00	269.00	
002579	WISE LLC	08/03/2020	Regular	0.00	29.90	83856
7122023	Invoice	07/28/2020	GOLF-DRINKS/SNACKS-PRO SHOP	0.00	29.90	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	29	0.00	17,386.28
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
	51	29	0.00	17,386.28

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
000030	ADAMS COUNTY SHERIFF	07/27/2020	Regular	0.00	400.00	67970
358345	Invoice	07/21/2020	GF-RANGE SKILLS-PD	0.00	400.00	
000031	ADAMSON POLICE PRODUCTS	07/27/2020	Regular	0.00	3,184.25	67971
INV330454	Invoice	07/21/2020	GF-EAR MOLD, CRUISER MATE, SHIRTS FLYI...	0.00	221.86	
INV330549	Invoice	07/21/2020	GF-TACTICAL HOLSTER PAINTIN-PD	0.00	50.39	
INV330724	Invoice	07/21/2020	GF-VEST CARRIERS, ID BADGES-PD	0.00	2,912.00	
000037	ADVANCED URGENT CARE AND OCC MED	07/27/2020	Regular	0.00	755.00	67972
55486	Invoice	07/20/2020	GF-DOT RANDOMS ADAME-HR	0.00	180.00	
57753	Invoice	07/20/2020	GF-PRE EMPLOYMENT BOTELLO RANGEL-HR	0.00	180.00	
57755	Invoice	07/20/2020	GF-PRE EMPLOYMENT MCKEOWN-HR	0.00	180.00	
57759	Invoice	07/20/2020	GF-PRE EMPLOYMENT STANTON-HR	0.00	110.00	
57947	Invoice	07/21/2020	GF-HEPB HART-PD	0.00	105.00	
001947	AMERICAN UNITED LIFE INSURANCE COMPANY	07/27/2020	Regular	0.00	5,260.79	67973
G 00617833 AUG20	Invoice	08/01/2020	LI, AD&D, LTD, STD Ins Prem	0.00	5,260.79	
000106	ASTRAL COMMUNICATIONS INC	07/27/2020	Regular	0.00	1,980.00	67974
3149	Invoice	07/21/2020	GF-Cradlepoint NCM-IT	0.00	1,980.00	
002580	BASALITE BUILDING PRODUCTS LLC	07/27/2020	Regular	0.00	1,174,030.00	67975
72220	Invoice	07/22/2020	UF-BASALITE PAY IN LIEU REFUND-WTP	0.00	1,174,030.00	
000155	BOYS & GIRLS CLUBS OF	07/27/2020	Regular	0.00	50,000.00	67976
4723	Invoice	07/21/2020	GF-2020 OPERATING CONTRIBUTIONS-LEGIS	0.00	50,000.00	
002570	Brannan Sand & Gravel Company LLC	07/27/2020	Regular	0.00	61,890.62	67977
7820	Invoice	07/20/2020	SST-Refund 2018 Infrastructure Assessment	0.00	61,890.62	
000253	CO DEPT OF PUBLIC HEALTH AND ENVIRONMENT	07/27/2020	Regular	0.00	13,920.00	67978
WU211109217	Invoice	07/20/2020	UF-Jul20-Jun21 Permit CO0021440-WWTP	0.00	13,920.00	
000273	COLORADO BACKFLOW TESTING & REPAIR	07/27/2020	Regular	0.00	1,530.00	67979
5806	Invoice	07/20/2020	GF-BACKFLOW SYSTEM CERT TEST-PARKS	0.00	1,530.00	
002266	COLORADO PAVING INC	07/27/2020	Regular	0.00	94,281.70	67980
61520	Invoice	07/20/2020	SST-2019 Paving Projects Change Order #2-S...	0.00	53,254.54	
PAYAPP2	Invoice	07/21/2020	2019 Street Project: 7th St, Greenwood Ct	0.00	40,037.16	
PAYAPP2-2	Invoice	07/21/2020	SST- 2019 Projects Change Order 1 Broadwa...	0.00	990.00	
000307	COMCAST CABLE COMM, LLC	07/27/2020	Regular	0.00	498.67	67981
606460117309 JU...	Invoice	07/21/2020	REC-CABLE/MUSIC SERVICES	0.00	268.05	
606460164533 JU...	Invoice	07/20/2020	GF-JUL20 CABLE/INTERNET SERVICES-PW S...	0.00	230.62	
000429	EMPIRE PORTABLE RESTROOMS	07/27/2020	Regular	0.00	837.00	67982
50879	Invoice	07/21/2020	CPR-EXTRA CLEANING:USSA TOURNAMENT-...	0.00	547.00	
50982	Invoice	07/21/2020	GF-JULY 4TH EXTRA RESTROOMS	0.00	290.00	
000431	EMPLOYERS COUNCIL SERVICES, INC	07/27/2020	Regular	0.00	100.00	67983
349827	Invoice	07/20/2020	GF-MICROSOFT EXCEL TESTING FINANCE-HR	0.00	100.00	
002568	FORT LUPTON CAR WASH	07/27/2020	Regular	0.00	178.25	67984
117	Invoice	07/21/2020	GF-CAR WASHES-PD	0.00	178.25	
002011	FRONT RANGE LUMBER COMPANY	07/27/2020	Regular	0.00	29.35	67985
4194/2	Invoice	07/20/2020	GF-2X2-8 ROUGH SAWN CEDAR-PARKS	0.00	29.35	
000541	GOVCONNECTION	07/27/2020	Regular	0.00	18,285.50	67986
70148163	Invoice	07/20/2020	Microsoft 2019 Professional Plus Office Lice...	0.00	18,285.50	
001881	HALO BRANDED SOLUTIONS INC	07/27/2020	Regular	0.00	1,115.26	67987
4477822	Invoice	07/21/2020	GF-Backpacks for laptops-IT	0.00	1,115.26	
001930	HUMANA HEALTH PLAN INC	07/27/2020	Regular	0.00	87,108.39	67988

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
379450763	Invoice	08/01/2020	GF-HEALTH, DENTAL, VISION FOR AUG20-HR	0.00	87,108.39	
000597	INSIGHT PUBLIC SECTOR INC	07/27/2020	Regular	0.00	3,355.80	67989
1100745326	Invoice	07/20/2020	Adobe Acrobat Pro 2020 licenses	0.00	3,355.80	
002577	KRISTIN MILLS	07/27/2020	Regular	0.00	12.00	67990
2006570.001	Invoice	07/22/2020	REC-DINO DIG REFUND	0.00	12.00	
002027	MURRAYSMITH INC	07/27/2020	Regular	0.00	4,911.35	67991
20-2746.00-6	Invoice	07/20/2020	WST- Non-Pot Pumphouse Engineering- WTP	0.00	4,911.35	
000847	NORMAN'S MEMORIALS INC.	07/27/2020	Regular	0.00	255.00	67992
72020	Invoice	07/20/2020	CEM-INSCRIPTION ORDERS, MASSEY	0.00	255.00	
000865	OFFICE DEPOT	07/27/2020	Regular	0.00	227.78	67993
103629398001	Invoice	07/20/2020	GF-OFFICE SUPPLIES TONER-COURT	0.00	63.74	
103634704001	Invoice	07/20/2020	GF-OFFICE SUPPLIES TONER-COURT	0.00	82.02	
103634709001	Invoice	07/20/2020	GF-OFFICE SUPPLIES TONER-COURT	0.00	82.02	
001943	PINNACOL ASSURANCE	07/27/2020	Regular	0.00	11,041.00	67994
20101031	Invoice	07/20/2020	GF- 2020 Workman's Comp Coverage	0.00	11,041.00	
000931	R & L TIRES	07/27/2020	Regular	0.00	30.00	67995
36393	Invoice	07/20/2020	UF-TIRE REPAIR-W LINES	0.00	18.00	
36418	Invoice	07/21/2020	UF-TIRE REPAIR-W LINES	0.00	12.00	
000956	ROCKY MOUNTAIN LOW VOLTAGE	07/27/2020	Regular	0.00	75.00	67996
20201278	Invoice	07/20/2020	CPR-QUARTERLY MONITORING-REC	0.00	75.00	
001008	SHRED-IT USA LLC	07/27/2020	Regular	0.00	30.00	67997
8180074498	Invoice	07/20/2020	GF-PAPER SHREDDING-ADMIN	0.00	30.00	
001040	STERICYCLE	07/27/2020	Regular	0.00	58.25	67998
3005177864	Invoice	07/20/2020	REC- BIOHAZARD P/U	0.00	58.25	
002221	TDCJ - TEXAS CORRECTIONAL INDUSTRIES	07/27/2020	Regular	0.00	1,680.50	67999
UI469190	Invoice	07/20/2020	GF- Holding Cell Toilet-PD	0.00	1,680.50	
001101	TODD HODGES DESIGN LLC	07/27/2020	Regular	0.00	10,375.00	68000
3238	Invoice	07/20/2020	GF-PLANNING SERVICES 7/6/20 - 7/19/20	0.00	10,375.00	
001153	VALLEY FIRE EXTINGUISHER	07/27/2020	Regular	0.00	95.00	68001
141952	Invoice	07/21/2020	GF-10# DRY CHEM RECHARGE, TESTS-PD	0.00	95.00	
001963	WASTE CONNECTIONS OF COLO, INC	07/27/2020	Regular	0.00	193.34	68002
31175457-4474740	Invoice	07/22/2020	Waste Connections	0.00	102.55	
31177334-4475335	Invoice	07/22/2020	Waste Connections	0.00	90.79	
001183	WAXIE SANITARY SUPPLY	07/27/2020	Regular	0.00	352.17	68003
79304810	Invoice	07/20/2020	REC-HAND SANITIZER	0.00	187.17	
79329448	Invoice	07/22/2020	GF-.8 MIL BLACK BAGS-PARKS	0.00	165.00	
001203	WELD COUNTY SHERIFF'S OFFICE	07/27/2020	Regular	0.00	29.28	68004
1830 062020	Invoice	07/20/2020	GF-JAIL SERVICES-COURT	0.00	29.28	
001697	YVETTE ERGER	07/27/2020	Regular	0.00	24.00	68005
2006571.001	Invoice	07/21/2020	REC-CHILD CARE REFUNDS	0.00	24.00	
001798	UNITED STATES TREASURY	07/29/2020	Regular	0.00	210.82	68006
846000665 FORM...	Invoice	07/28/2020	GF-PCOR FEES FOR 2019 HRA-MISC	0.00	210.82	
000005	2EZ ELECTRIC	07/30/2020	Regular	0.00	240.00	68007
4185	Invoice	07/28/2020	REC-ELECTRICAL TROUBLESHOOTING	0.00	240.00	
000037	ADVANCED URGENT CARE AND OCC MED	07/30/2020	Regular	0.00	180.00	68008
56769	Invoice	07/28/2020	GF-PRE EMPLOYMENT ARELLANO-HR	0.00	180.00	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000106	ASTRAL COMMUNICATIONS INC	07/30/2020	Regular	0.00	125.00	68009
201213	Invoice	07/28/2020	Modem Wiring Issue	0.00	125.00	
000136	BG'S JAPANESE DESIGNS	07/30/2020	Regular	0.00	562.50	68010
6205	Invoice	07/28/2020	GF-SHIELD PATCHES W/VELCRO-PD	0.00	562.50	
002122	BURNS & MCDONNELL ENGINEERING CO INC	07/30/2020	Regular	0.00	213,574.87	68011
122081-4	Invoice	07/28/2020	UF- WWTP Improvement Design- WWTP	0.00	213,574.87	
000182	CEM SALES & SERVICE INC	07/30/2020	Regular	0.00	2,208.10	68012
152503	Invoice	07/28/2020	REC-SPA MOTOR & PARTS	0.00	1,188.10	
152504	Invoice	07/28/2020	REC-SPA CIRCULATION MOTOR	0.00	1,020.00	
000267	COLONIAL LIFE	07/30/2020	Regular	0.00	105.96	68013
7816820-0801013	Invoice	07/30/2020	GF-SUPPLEMENTAL INSURANCE FOR AUG20...	0.00	105.96	
000306	COMCAST BUSINESS	07/30/2020	Regular	0.00	2,882.10	68014
104631360	Invoice	07/15/2020	Comcast Phones	0.00	2,882.10	
002581	COUNTRY TRUCK AND AUTO SERVICES	07/30/2020	Regular	0.00	4,213.72	68015
8736	Invoice	07/28/2020	GF-VEHICLE MAINTENANCE UNIT2002-PD	0.00	52.76	
8812	Invoice	07/28/2020	GF-VEHICLE MAINTENANCE UNIT 1401-PD	0.00	1,256.58	
9110	Invoice	07/28/2020	GF-VEHICLE MAINTENANCE UNIT1601-PD	0.00	974.39	
9118	Invoice	07/28/2020	GF-VEHICLE MAINTENANCE UNIT 1402-PD	0.00	1,929.99	
000336	CROSSROADS CHURCH	07/30/2020	Regular	0.00	400.00	68016
BLDC20200055	Invoice	07/28/2020	USE TAX REFUND	0.00	400.00	
000372	DELL MARKETING LP	07/30/2020	Regular	0.00	13,330.76	68017
10408734231	Invoice	07/28/2020	Dell ProSupportPlus for Dell Servers&Switch...	0.00	13,330.76	
000383	DEPT OF LABOR-BOILER INSPECT	07/30/2020	Regular	0.00	160.00	68018
722889	Invoice	07/28/2020	CPR-BOILER INSPECTION-COM CTR	0.00	160.00	
000429	EMPIRE PORTABLE RESTROOMS	07/30/2020	Regular	0.00	616.95	68019
51151	Invoice	07/28/2020	GF-PORTABLE RESTROOMS 7/21-8/17	0.00	507.00	
51260	Invoice	07/28/2020	GF-PORTABLE RESTROOM 7/21-8/17	0.00	109.95	
000487	FORT LUPTON PACKING & SHIPPING	07/30/2020	Regular	0.00	31.30	68020
49507	Invoice	07/28/2020	REC-MAGICARD RETURN	0.00	31.30	
002582	GLASS DOCTOR-GREELEY	07/30/2020	Regular	0.00	318.08	68021
1-2704	Invoice	07/28/2020	REC-TEEN ROOM WINDOW	0.00	318.08	
002180	JAMES ARTHUR MOORHEAD	07/30/2020	Regular	0.00	60.00	68022
72720	Invoice	07/28/2020	GF-CASE REFUND E0021517-1 MOOREHEAD	0.00	60.00	
001292	LIFE STORIES CHILD & FAMILY ADVOCACY	07/30/2020	Regular	0.00	375.00	68023
11-583	Invoice	07/28/2020	GF-2ND QTR BILLING-PD	0.00	375.00	
002088	LOGMEIN USA INC	07/30/2020	Regular	0.00	8,634.30	68024
1208073625	Invoice	07/28/2020	GoToWebinar - 12 licenses	0.00	8,634.30	
000745	LOUIS A GRESH	07/30/2020	Regular	0.00	1,500.00	68025
73120	Invoice	07/28/2020	GF-ARRAIGNMENTS JULY 2020-COURT	0.00	1,500.00	
001624	STATE OF COLORADO	07/30/2020	Regular	0.00	365.93	68026
45-21	Invoice	07/28/2020	UF-BILLING./LATE NOTICES PRINTING JUL20...	0.00	365.93	
001420	STORMWIND LLC	07/30/2020	Regular	0.00	1,400.00	68027
30749	Invoice	07/28/2020	Staff development for Jake Freier	0.00	1,400.00	
001343	TIME CLOCK PLUS	07/30/2020	Regular	0.00	48.00	68028
546438	Invoice	07/28/2020	GF-TCP EMPLOYEE CLOCK IN LICENSE-HR	0.00	48.00	
001105	TOSHIBA FINANCIAL SERVICES	07/30/2020	Regular	0.00	260.45	68029

Check Report

Date Range: 07/21/2020 - 08/03/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
419367677	Invoice	07/16/2020	Copier Lease	0.00	260.45	
001126	TYLER TECHNOLOGIES	07/30/2020	Regular	0.00	1,200.00	68030
130-15032	Invoice	07/28/2020	Incode Public Safety Implementation	0.00	1,200.00	
001183	WAXIE SANITARY SUPPLY	07/30/2020	Regular	0.00	1,131.38	68031
79340446	Invoice	07/28/2020	GF-TRASH BAGS-PARKS	0.00	275.00	
79344497	Invoice	07/28/2020	REC-CUSTODIAL SUPPLIES	0.00	856.38	
001416	VALIC_1	07/31/2020	Bank Draft	0.00	28,376.77	DFT0001332
INV0000847	Invoice	07/31/2020	VALIC - 457(b) \$ Contributions	0.00	28,376.77	
001265	IRS	07/31/2020	Bank Draft	0.00	51,293.31	DFT0001333
INV0000848	Invoice	07/31/2020	Federal Withholding	0.00	51,293.31	
001418	CO DEPARTMENT OF REVENUE	07/31/2020	Bank Draft	0.00	8,335.84	DFT0001334
INV0000849	Invoice	07/31/2020	CO Withholding	0.00	8,335.84	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	83	62	0.00	1,802,265.47
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	88,005.92
EFT's	0	0	0.00	0.00
	86	65	0.00	1,890,271.39

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	134	91	0.00	1,819,651.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	88,005.92
EFT's	0	0	0.00	0.00
	137	94	0.00	1,907,657.67

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	7/2020	12,385.01
600	GOLF ENTERPRISE FUND	8/2020	5,001.27
999	POOLED CASH/CONSOLIDATED CASH	7/2020	1,890,271.39
			1,907,657.67

<u>Transaction Date</u>	<u>Merchant Name</u>	<u>Product description</u>	<u>Net Cost</u>	
6/10/2020	FEDEX 517124828	GF-POSTAGE ON RETURN-PLAN	\$21.23	100-4100-531800
6/4/2020	SAFEWAY #1045	GF-EVERYDAY ARRANGEMENTS-CITY ADM	\$25.98	100-1100-550100
6/4/2020	SAFEWAY #1045	GF-EVERYDAY INDIVIDUAL CARDS-CITY ADM	\$1.99	100-1100-550100
6/11/2020	SAFEWAY #1045	GF-THANKSGIVING SEASONAL INDI-CITY ADM	\$1.99	100-1100-550100
6/11/2020	SAFEWAY #1045	GF-UA HAND SANITIZERS SKIN CA-ADMIN	\$20.97	100-1120-520200
6/12/2020	JCPENNEY.COM	GF-OTHER MISCELLANEOUS TRANS-CITY ADM	\$27.18	100-1100-550100
6/19/2020	SAFEWAY #1045	GF-GROUND PREPACKAGED COFFEE-ADMIN	\$32.97	100-1120-520200
6/19/2020	SAFEWAY #1045	GF-OTHER MISCELLANEOUS TRANS-ADMIN	\$3.00	100-1120-520200
6/23/2020	AMZN MKTP US*MS4N81H50	GF-DUNKIN' DONUTS GROUND COFFEE, ORIGI-ADMIN	\$231.73	100-1120-520200
6/25/2020	USPS PO 0732220392	GF-1ST INTL LG ENVL-LEGIS	\$2.40	100-1000-531800
			\$369.44	
6/12/2020	AIR CARE COLORADO GREE	GF-EMISSIONS TESTING UNIT30-PW SHOP	\$25.00	100-3000-532700
6/12/2020	AIR CARE COLORADO GREE	UF-EMISSIONS TESTING UNIT08-S LINES	\$25.00	400-5130-532700
6/12/2020	AIR CARE COLORADO GREE	GF-EMISSIONS TESTING UNIT31-STREETS	\$25.00	100-3100-532700
6/16/2020	AIR CARE COLORADO GREE	GF-EMISSIONS TESTING UNIT19-STREETS	\$25.00	100-3100-532700
6/16/2020	PAYPAL *WIRELESSDEV EB	GF-NEW TURTLEBACK KYOCERA DURAXA DURAX-PW SHOP	\$49.98	100-3000-532900
6/16/2020	PAYPAL *WIRELESSDEV EB	GF-SALES TAX-PW SHOP	\$3.45	100-3000-532900
6/22/2020	ACE HARDWARE OF FORT L	CEM-OIL MIX FOR GAS-CEM	\$20.99	350-3670-532600
6/23/2020	ACE HARDWARE OF FORT L	UF-SLEDGE HAMMER, PLIER/WRENCH SET-S LINES	\$45.98	400-5130-531500
6/8/2020	ACE HARDWARE OF FORT L	GF-PLATINUM OIL-STREETS	\$19.99	100-3100-520800
6/23/2020	ACE HARDWARE OF FORT L	GF-WIRE WHEEL, SCRATCH BRUSH-PW SHOP	\$35.96	100-3000-520100
6/4/2020	ACE HARDWARE OF FORT L	GF-FENCE PLIERS, SNAPS-STREETS	\$48.33	100-3100-532400
6/16/2020	ACE HARDWARE OF FORT L	UF-PADLOCK, KEY, SHOVEL, BROOM-W LINES	\$72.46	400-5000-520100
6/5/2020	SBM TRAVEL SHOP	GF-UNL REG 86/87 OC-STREETS	\$62.37	100-3100-520800
6/16/2020	CIRCLE K # 44109	GF-UNL REG 86/87 OC-STREETS	\$69.25	100-3100-520100
6/19/2020	WAYTEK INC	GF-ELECTRICAL PARTS SUPPLIES-STREETS	\$46.40	100-3100-532400
6/19/2020	WAYTEK INC	UF-ELECTRICAL PARTS SUPPLIES-W LINES	\$46.40	400-5000-532400
6/19/2020	WAYTEK INC	UF-ELECTRICAL PARTS SUPPLIES-S LINES	\$46.40	400-5130-532400
6/19/2020	WAYTEK INC	GF-ELECTRICAL PARTS SUPPLIES-STREETS	\$124.90	100-3100-532400
6/19/2020	WAYTEK INC	UF-ELECTRICAL PARTS SUPPLIES-W LINES	\$124.90	400-5000-532400
6/19/2020	WAYTEK INC	UF-ELECTRICAL PARTS SUPPLIES-S LINES	\$124.90	400-5130-532400
5/29/2020	SBM TRAVEL SHOP	GF-D2 LS-PW SHOP	\$5.18	100-3000-520800
6/25/2020	ACE HARDWARE OF FORT L	GF-HANDLE TAPE, WASP SPRAY, SUPPLIES-STREETS	\$68.45	100-3100-532650
6/3/2020	ACE HARDWARE OF FORT L	CEM-PVC NIPPLES-CEM	\$7.96	350-3670-520100
6/17/2020	ACE HARDWARE OF FORT L	CEM-CAUTION TAPE-CEM	\$9.99	350-3670-520100
6/18/2020	ACE HARDWARE OF FORT L	CEM-CONNECTORS, RAGS-CEM	\$21.98	350-3670-520100
6/3/2020	SBM TRAVEL SHOP	GF-UNL REG 86/87 OC-STREETS	\$52.57	100-3100-520800
6/12/2020	ACE HARDWARE OF FORT L	GF-NITRILE GLOVES LG-PW SHOP	\$19.99	100-3000-520100
6/17/2020	ACE HARDWARE OF FORT L	UF-KNEE BOOT, WATER-W LINES	\$38.78	400-5000-520100
6/10/2020	SMARTSIGN	GF-ROAD TRAFFIC SIGNS-STREETS	\$425.85	100-3100-532650
			\$1,693.41	
5/31/2020	AMAZON.COM*M72HL2752	GF-SUPCASE UNICORN BEETLE PRO SERIES D-IT	\$19.99	100-1500-520100
5/31/2020	AMZN MKTP US*M77HT77S2	GF-SMARTFOOD POPCORN VARIETY PACK, 0.5-	\$39.54	100-1700-552350
5/31/2020	AMZN MKTP US*MY1GQ63Q1	GF-9X12 TEAL DIE CUT HANDLE PLASTIC SH-	\$9.99	100-1700-552350
5/31/2020	AMZN MKTP US*MY2GF03J1	GF-CRACKER JACK - 24/1.25 OZ. BAGS-	\$118.88	100-1700-552350
6/1/2020	AMAZON.COM*M72W79IJ2 A	GF-VIEWSONIC VX2457-MHD 24 INCH 75HZ 2-IT	\$419.97	100-1500-531050
6/1/2020	AMZN MKTP US*M72UK8WJ2	GF-INTERNATIONAL POWER ADAPTER FOR COR-IT	\$42.00	100-1500-520100
6/2/2020	AMZN MKTP US*MY75Y0CD2	GF-6 PIECES KALEIDOSCPIC GLASSES PRIS-	\$23.99	100-1700-552350
6/2/2020	AMZN MKTP US*MY75Y0CD2	GF-KING LEO SOFT PEPPERMINT CANDY 5LB-	\$71.96	100-1700-552350
6/2/2020	AMZN MKTP US*MY75Y0CD2	GF-BEISTLE 50700-RWB RED BLUE OUTDOOR-	\$36.00	100-1700-552350
6/2/2020	AMZN MKTP US*MY75Y0CD2	GF-OUMUAMUA LABEL STICKER SHEETS FOR K-	\$9.99	100-1700-552350
6/8/2020	AMZN MKTP US*MY9694132	GF-INDUSTRIAL HOT LINE AUTO DIALER WAL-IT	\$99.95	100-1500-531050

6/9/2020	AMZN MKTP US	GF-MISC ADJUSTMENT-	-\$9.99	100-1700-552350
6/9/2020	AMAZON.COM*MY1T926U0 A	GF-SUPCASE UNICORN BEETLE PROSERIES C-IT	\$19.99	100-1500-520100
6/11/2020	AMAZON.COM*MY6U108W2	GF-FIRE 7 TABLET (7" DISPLAY, 32 GB) --IT	\$69.99	100-1500-520100
6/14/2020	AMAZON.COM*MY10D4WD0	GF-NUPRO ANTI-GLARE SCREEN PROTECTOR F-IT	\$12.99	100-1500-520100
6/14/2020	AMAZON.COM*MY1IM29E2	GF-FIRE 7 TABLET CASE (COMPATIBLE WITH-IT	\$24.99	100-1500-520100
6/16/2020	AMZN MKTP US*MS6W533X1	GF-CRAVE IPHONE SE 2020, IPHONE 8 CASE-IT	\$11.89	100-1500-520100
6/16/2020	AMZN MKTP US*MS76J9JS1	GF-CABLE MATTERS 10GBASE-CU PASSIVE DI-IT	\$19.79	100-1500-531050
6/17/2020	AMZN MKTP US*MS7JF2E41	GF-COLUMBIA UNISEX BORA BOONEY, COLLEG-PARKS	\$71.90	100-3500-533100
6/18/2020	AMAZON.COM*MS97E1LM2	GF-COLUMBIA UNISEX BORA BORA BOONEY, C-PARKS	\$45.00	100-3500-533100
6/18/2020	AMAZON.COM*MS97E1LM2	GF-COLUMBIA UNISEX BORA BORA BOONEY, W-PARKS	\$22.50	100-3500-533100
6/19/2020	AMZN MKTP US*MS5M44VV1	GF-HYNIX 16GB DDR4 PC4-19200 2400MHZ E-PARKS	\$75.00	100-3500-533100
6/22/2020	AMAZON.COM*MS5278P42 A	GF-NETGEAR 8-PORT GIGABIT ETHERNET SMA-PARKS	\$66.49	100-3500-533100
6/25/2020	AMZN MKTP US*MS11068J2	GF-TWO POCKET PORTFOLIO FOLDERS, 50-PA-	\$16.99	100-1700-520200
6/27/2020	AMZN MKTP US*MS2JM4S32	GF-CABLE MATTERS UNIDIRECTIONAL DISPLA-IT	\$85.28	100-1500-520100
6/27/2020	AMZN MKTP US*MS9YC2KO0	GF-JELLY COMB 2.4G SLIM WIRELESS MOUSE-IT	\$74.95	100-1500-520100
6/28/2020	AMZN MKTP US*MS8VD37X0	GF-OTHER MISCELLANEOUS TRANS-	\$19.41	100-1700-520200
6/30/2020	AMAZON.COM*MS9BB5R82	GF-VIEWSONIC VX2457-MHD 24 INCH 75HZ 2-IT	\$699.95	100-1500-520100
6/1/2020	APPLE.COM/BILL	GF-MICROSOFT 365-LEGIS	\$9.99	100-1000-530600
6/18/2020	APPLE.COM/BILL	GF-200GB STORAGE PLAN-LEGIS	\$2.99	100-1000-530600
			\$2,232.36	
6/1/2020	OFFICE DEPOT #2161	GF-MAN GUIDE A-Z 1/5CUT LTR COLOR-COURT	\$32.38	100-1200-520200
6/1/2020	OFFICE DEPOT #2161	GF-FILE LTR W/FLAP A-Z BROWN-COURT	\$19.69	100-1200-520200
6/1/2020	OFFICE DEPOT #2161	GF-INK,HP,952,CMYB,COMBO-COURT	\$122.99	100-1200-520200
			\$175.06	
6/1/2020	HALO BRANDED SOLUTIONS	GF-REBATE DISPOSABLE MASK-MISC	-\$68.86	100-1800-520350
			-\$68.86	
6/1/2020	INDEED	GF-MAY2020 ADVERTISING-HR	\$398.69	100-1400-532300
6/15/2020	CBI ONLINE	GF-CBI BACKGROUND CHECK-HR	\$5.00	100-1400-531900
			\$403.69	
6/2/2020	THE HOME DEPOT #1548	REC-SPRAY PAINT	\$5.98	500-6700-532500
6/2/2020	THE HOME DEPOT #1548	REC-SPRAY PAINT	\$5.98	500-6700-532500
6/2/2020	THE HOME DEPOT #1548	REC-SPRAY PAINT	\$5.98	500-6700-532500
6/2/2020	THE HOME DEPOT #1548	REC-SPRAY PAINT	\$5.98	500-6700-532500
6/2/2020	THE HOME DEPOT #1548	REC-SPRAY PAINT	\$5.98	500-6700-532500
6/2/2020	THE HOME DEPOT #1548	REC-SPRAY PAINT	\$5.98	500-6700-532500
6/2/2020	THE HOME DEPOT #1548	REC-OTHER MISCELLANEOUS TRANS	-\$7.20	500-6700-532500
6/2/2020	CES 486	REC-FUSES	\$39.16	500-6700-532500
6/3/2020	ACE HARDWARE OF FORT L	REC-CHG COLD STEM	\$39.99	500-6700-532500
6/4/2020	ACE HARDWARE OF FORT L	REC-TOILET REPAIR	\$48.93	500-6700-532500
6/5/2020	ACE HARDWARE OF FORT L	REC-60# MORTAR MIX	\$7.99	500-6700-532500
6/9/2020	ACE HARDWARE OF FORT L	GF-PAINT SUPPLIES-PARKS	\$224.39	100-3500-532500
6/9/2020	ACE HARDWARE OF FORT L	REC-COUPPLING	\$4.98	500-6700-532500
6/10/2020	THE HOME DEPOT 1547	REC-RISERS, FLOODLIGHT	\$91.00	500-6700-532500
6/10/2020	ACE HARDWARE OF FORT L	REC-KEYS	\$7.47	500-6700-532500
6/11/2020	CES 486	REC-OTHER MISCELLANEOUS TRANS	\$261.98	500-6700-532500
6/16/2020	ACE HARDWARE OF FORT L	REC-QUIKRETE, NYLON	\$36.95	500-6700-532500
6/17/2020	ACE HARDWARE OF FORT L	REC-D BATTERIES	\$14.99	500-6700-532500
6/18/2020	ACE HARDWARE OF FORT L	REC-40# LIGHT DUTY	\$7.38	500-6700-532500
6/24/2020	ACE HARDWARE OF FORT L	REC-UNTREADED ROD	\$16.99	500-6700-532500
6/25/2020	ACE HARDWARE OF FORT L	REC-DIAL N SPRAY SPRAYER	\$12.99	500-6700-532500
6/26/2020	THE HOME DEPOT #1547	REC-2G DEC TOG	\$1.48	500-6700-532500
6/26/2020	THE HOME DEPOT #1547	REC-2G DEC TOG	\$1.48	500-6700-532500
6/26/2020	THE HOME DEPOT #1547	REC-DEC BLNK WHT	\$2.75	500-6700-532500
6/26/2020	THE HOME DEPOT #1547	REC-DEC BLNK WHT	\$2.75	500-6700-532500

6/26/2020	AIR CARE COLORADO NORT	REC-EMISSIONS	\$25.00	500-6700-532500
6/3/2020	GREEN CO2 SYSTEMS	REC-POOL/SPA CO2/SUPPLIES	\$307.88	500-6700-530600
6/3/2020	GREEN CO2 SYSTEMS	REC-POOL/SPA CO2/SUPPLIES	\$289.70	500-6700-520400
6/4/2020	ACE HARDWARE OF FORT L	REC-64QT LATCHING TOTE,32GAL TOTE	\$53.96	500-6700-520100
6/19/2020	HASTY AWARDS	CPR-BASKETBALL AWARDS-ATHL	\$52.22	230-6020-520100
6/13/2020	SAFEWAY #1045	GF-ROMAINE LETTUCE	\$7.74	100-110150
6/13/2020	SAFEWAY #1045	GF-STILL CONVENIENCE BOTTLED	\$4.02	100-110150
6/13/2020	SAFEWAY #1045	GF-CSD 12 OZ MP CANS	\$8.98	100-110150
6/13/2020	SAFEWAY #1045	GF-FIELD TOMATOES	\$25.20	100-110150
6/13/2020	SAFEWAY #1045	GF-OTHER MISCELLANEOUS TRANS	\$0.98	100-110150
6/20/2020	SAFEWAY #1045	GF-GREEN LEAF LETTUCE	\$3.87	100-110150
6/20/2020	SAFEWAY #1045	GF-TORTILLAS HISPANIC TORTILL	\$7.16	100-110150
6/20/2020	SAFEWAY #1045	GF-SALSA HISPANIC SHELF STABL	\$4.99	100-110150
6/20/2020	SAFEWAY #1045	GF-TRADITIONAL MILK MODIFIERS	\$2.79	100-110150
6/20/2020	SAFEWAY #1045	GF-TACO SHELLS DINNER KITS	\$5.56	100-110150
6/20/2020	SAFEWAY #1045	GF-FULL FAT SOUR CREAM	\$5.39	100-110150
6/20/2020	SAFEWAY #1045	GF-FIELD TOMATOES	\$9.79	100-110150
6/20/2020	SAFEWAY #1045	GF-OTHER MISCELLANEOUS TRANS	\$0.30	100-110150
6/22/2020	AMZN MKTP US*MS0UK4VOO	GF-BERNHARD PRODUCTS BLACK WALL CLOCK	\$16.74	100-110150
6/28/2020	SAFEWAY #1045	GF-MISC FOOD/GROC	\$17.98	100-110150
6/28/2020	SAFEWAY #1045	GF-MISC FOOD/GROC	\$29.95	100-110150
6/28/2020	SAFEWAY #1045	GF-MISC FOOD/GROC	\$5.99	100-110150
6/28/2020	SAFEWAY #1045	GF-MISC FOOD/GROC	-\$5.99	100-110150
6/1/2020	ACE HARDWARE OF FORT L	GF-3/4" PVC ELBOWS-PARKS	\$3.38	100-3500-520100
6/2/2020	ACE HARDWARE OF FORT L	GF-PUSH TEES-PARKS	\$8.99	100-3500-520100
6/5/2020	ACE HARDWARE OF FORT L	GF-PUSH TEES-PARKS	\$8.99	100-3500-520100
6/19/2020	SAFEWAY #1045	GF-CSD 12 OZ 12PK CANS-PARKS	\$7.44	100-3500-520100
6/19/2020	SAFEWAY #1045	GF-CSD 12 OZ 12PK CANS-PARKS	\$7.44	100-3500-520100
6/19/2020	SAFEWAY #1045	GF-CUTLERY-PARKS	\$10.44	100-3500-520100
6/19/2020	SAFEWAY #1045	GF-CUTLERY-PARKS	-\$3.95	100-3500-520100
6/19/2020	SAFEWAY #1045	GF-MAINSTREAM ECONOMY BARBECU-PARKS	\$4.83	100-3500-520100
6/19/2020	SAFEWAY #1045	GF-BULK GRANULATED SUGAR-PARKS	\$5.87	100-3500-520100
6/19/2020	SAFEWAY #1045	GF-OTHER MISCELLANEOUS TRANS-PARKS	\$0.40	100-3500-520100
5/29/2020	SAFEWAY #1045	CPR-STILL CONVENIENCE BOTTLED-ATHL	\$8.04	230-6020-520100
5/29/2020	SAFEWAY #1045	CPR-SPORT SUN CARE SKIN CARE-ATHL	\$16.76	230-6020-520100
5/29/2020	SAFEWAY #1045	CPR-BOTTLED WATER-ATHL	\$7.56	230-6020-520100
5/29/2020	ACE HARDWARE OF FORT L	CPR-WEED/FEED, ANT CONTROL, TREES-ATHL	\$245.90	230-6020-520100
6/3/2020	ACE HARDWARE OF FORT L	CPR-MOTOR OIL, SPRING SNAP, SHACKLE-ATHL	\$53.94	230-6020-520100
6/5/2020	WM SUPERCENTER #1659	CPR-YOUTH FOOTBALL-ATHL	\$19.94	230-6020-520100
6/5/2020	DICKS CLOTHING&SPORTIN	CPR-CF REPLICA-ATHL	\$43.85	230-6020-520100
6/8/2020	WAL-MART #1659	CPR-FOOTBALL-ATHL	-\$9.97	230-6020-520100
6/8/2020	ACE HARDWARE OF FORT L	CPR-MEDICAL BATTERY-ATHL	\$2.49	230-6020-520100
6/8/2020	WAL-MART #1659	CPR-FOOTBALL-ATHL	\$9.97	230-6020-520100
6/8/2020	WM SUPERCENTER #4567	CPR-FOOTBALLS-ATHL	\$51.69	230-6020-520100
6/12/2020	DICKS CLOTHING&SPORTIN	CPR-CF REPLICA-ATHL	-\$21.91	230-6020-520100
6/12/2020	WM SUPERCENTER #1659	CPR-YOUTH FOOTBALL-ATHL	-\$14.92	230-6020-520100
6/18/2020	CHALLENGER TEAMWEAR, L	CPR-YOUTH FOOTBALL JERSEYS-ATHL	\$293.55	230-6020-533100
6/1/2020	ACE HARDWARE OF FORT L	GF-GEN PURPOSE GLOVES-PARKS	\$42.97	100-3500-520100
6/3/2020	ACE HARDWARE OF FORT L	GF-OIL MIX AND GLOVES-PARKS	\$37.98	100-3500-520100
6/25/2020	ACE HARDWARE OF FORT L	GF-OIL MIX FOR GAS-PARKS	\$20.99	100-3500-520100
6/1/2020	CLEANING STUFF	CPR-SANITARE IMPELLER FAN-COMM CTR	\$20.47	230-6000-532500
6/3/2020	ACE HARDWARE OF FORT L	GF-BATTERIES, PAINT BRUSH, SUPPLIES-FAC	\$33.96	100-3300-532400
6/9/2020	THE HOME DEPOT 1547	GF-HAMMER DRILL, FLOODLIGHTS, FLASHLIGHTS-FAC	\$369.92	100-3300-532400
6/16/2020	ACE HARDWARE OF FORT L	CPR-GLOVES, GORILLA ADHESIVE-COMM CTR	\$26.98	230-6000-532500

6/22/2020	THE HOME DEPOT #1547	GF-25'CPTAPE-FAC	\$14.97	100-3300-532400
6/22/2020	THE HOME DEPOT #1547	GF-SPRAY PNT-FAC	\$5.98	100-3300-532400
6/22/2020	THE HOME DEPOT #1547	GF-SPRAY PNT-FAC	\$5.98	100-3300-532400
6/22/2020	THE HOME DEPOT #1547	GF-SPRAY PNT-FAC	\$5.98	100-3300-532400
6/22/2020	THE HOME DEPOT #1547	GF-SPRAY PNT-FAC	\$5.98	100-3300-532400
6/22/2020	THE HOME DEPOT #1547	GF-SPRAY PNT-FAC	\$5.98	100-3300-532400
6/22/2020	THE HOME DEPOT #1547	GF-SPRAY PNT-FAC	\$5.98	100-3300-532400
6/22/2020	THE HOME DEPOT #1547	GF-OTHER MISCELLANEOUS TRANS-FAC	-\$7.20	100-3300-532400
6/23/2020	ACE HARDWARE OF FORT L	GF-OTHER MISCELLANEOUS TRANS-FAC	\$46.11	100-3300-532400
6/24/2020	GRAINGER	GF-DUST MOP HANDLE,CLIP ON,60"L-FAC	\$49.92	100-3300-520300
6/25/2020	1000BULBS.COM	REC-SYLV QUICKTRONIC PROF.- 5	\$80.00	500-6700-532500
6/25/2020	1000BULBS.COM	REC-PL26W/2U/4P/841 - 26	\$27.75	500-6700-532500
6/25/2020	1000BULBS.COM	REC-PL42W/3U/4P/841 - 42	\$12.20	500-6700-532500
6/25/2020	1000BULBS.COM	REC-OTHER MISCELLANEOUS TRANS	\$25.79	500-6700-532500
6/2/2020	THE TORO COMPANY	GF-MONTHLY TORO	\$212.00	100-110150
6/2/2020	QUALITY OF COLORADO FI	GF-AED ONSITE BATTER, ADULT/PEDI PADS-FAC	\$547.85	100-3300-520100
6/12/2020	INTERSTATE FORD	GF-NUTS, BOLTS, SCREWS, LATCH-MISC	\$161.84	100-1800-552600
6/12/2020	INTERSTATE FORD	GF-OTHER MISCELLANEOUS TRANS-MISC	\$161.84	100-1800-552600
6/24/2020	IN *OFFICE FURNITURE E	GF-67" HIGH, 6' X 6' CUBICLES (UNPOWER-MISC	\$2,720.00	100-1800-520350
6/24/2020	IN *OFFICE FURNITURE E	GF-WAIT ROOM CUBICLE WALL 6' X 8' (UNP-MISC	\$651.25	100-1800-520350
6/24/2020	IN *OFFICE FURNITURE E	GF-L CONFIGURATION 71" X 48 CORNER EXT-MISC	\$414.22	100-1800-520350
6/24/2020	IN *OFFICE FURNITURE E	GF-FINANCE AREA CUBICLE - 85" & 67" HI-MISC	\$1,794.82	100-1800-520350
6/24/2020	IN *OFFICE FURNITURE E	GF-MONITOR RISER MOUNT & ARM UNIT (BLA-MISC	\$1,920.00	100-1800-520350
6/24/2020	IN *OFFICE FURNITURE E	GF-LED 24" TASK LIGHT STRIP-MISC	\$506.10	100-1800-520350
6/24/2020	IN *OFFICE FURNITURE E	GF-WORK SURFACE MOUNTED POWER MODULE 2-MISC	\$620.30	100-1800-520350
6/24/2020	IN *OFFICE FURNITURE E	GF-ACRYLIC BARRIER W PASS THRU SELF ST-MISC	\$120.00	100-1800-520350
6/24/2020	IN *OFFICE FURNITURE E	GF-ASSEMBLY-MISC	\$990.00	100-1800-520350
6/24/2020	IN *OFFICE FURNITURE E	GF-DELIVERY FEE-MISC	\$147.00	100-1800-520350
6/24/2020	IN *OFFICE FURNITURE E	GF-BALANCE TO BE PAID - CUBICLES-MISC	-\$4,941.84	100-1800-520350
6/29/2020	FASTENAL COMPANY 01COF	GF-1"-8 X 6" GRADE 5 ZINC FINISH HEX C	\$10.12	100-110150
6/29/2020	FASTENAL COMPANY 01COF	GF-1"-8 ASTM A563 GRADE A ZINC FINISH	\$1.71	100-110150
6/1/2020	AMZN MKTP US*MY1030LO0	GF-JACKSON SAFETY V30 NEMESIS SAFETY G-PARKS	\$54.25	100-3500-520100
6/1/2020	AMZN MKTP US*MY1030LO0	GF-JACKSON SAFETY V30 NEMESIS SAFETY G-PARKS	-\$6.40	100-3500-520100
6/6/2020	AMZN MKTP US*MY3SV2GW0	GF-OTTERBOX DEFENDER SERIES REPLACEMEN-PARKS	\$21.31	100-3500-520100
6/8/2020	SAFEWAY #1045	GF-HALF N HALF 10 5 MF CRE-PARKS	\$3.71	100-3500-520100
6/8/2020	SAFEWAY #1045	GF-GROUND PREPACKAGED COFFEE-PARKS	\$15.71	100-3500-520100
6/8/2020	SAFEWAY #1045	GF-SALES TAX-PARKS	-\$0.72	100-3500-520100
6/12/2020	AMZN MKTP US	GF-MISC ADJUSTMENT-PARKS	-\$14.91	100-3500-520100
6/12/2020	SAFEWAY #1045	GF-HALF N HALF 10 5 MF CRE-PARKS	\$5.71	100-3500-520100
6/12/2020	SAFEWAY FUEL #1045	GF-UA GASOLINE-PARKS	\$51.81	100-3500-532400
6/22/2020	SAFEWAY #1045	GF-GROUND PREPACKAGED COFFEE-PARKS	\$15.59	100-3500-520100
6/3/2020	NINJA NATION COLORADO	GF-4TH OF JULY CELEBRATION-	-\$1,000.00	100-1700-552350
6/8/2020	BANNERSCOM	GF-YARD SIGNS-	\$236.19	100-1700-552350
6/11/2020	DOLLARTREE	GF-4TH OF JULY DECORATIONS/SUPPLIES-	\$26.00	100-1700-532800
6/12/2020	STAPLES DIRECT	GF-STAPLES BETTER PRINT APPLY LABEL P-	\$13.86	100-1700-532800
6/12/2020	STAPLES DIRECT	GF-STAPLES 2 3RING BETTER BINDER PINK-	\$9.98	100-1700-532800
6/12/2020	STAPLES DIRECT	GF-STAPLES 2 3RING BETTER BINDER TEAL-	\$9.34	100-1700-532800
6/12/2020	STAPLES DIRECT	GF-STAPLES 2 3RING BETTER BINDER PLUM-	\$9.36	100-1700-532800
6/1/2020	MORNING STAR ELEVATOR	CPR-ELEVATOR PHONE REPAIRS-MUSEUM	\$361.00	230-6040-532400
6/8/2020	GRAINGER	CPR-METERING CARTRIDGE-COMM CTR	\$135.68	230-6000-532400
6/8/2020	GRAINGER	CPR-OTHER MISCELLANEOUS TRANS-COMM CTR	\$8.56	230-6000-532400
6/23/2020	AMERICAN FLOOR MATS	CPR-1GAL PUMP BOTTLES-COMM CTR	\$199.00	230-6000-553500
6/7/2020	AMZN MKTP US*MY1Z06Q11	REC-WRISTCO VARIETY PACK 3/4" TYVEK WRI	\$29.92	500-6700-520100
6/11/2020	FORT FUN - CO	REC-SESSION 2 SUMMER CAMP	-\$50.00	500-6700-553950

6/15/2020	PHOENIX GOLD MINE	REC-PHOENIX GOLD MINE CAMP	-\$129.74	500-6700-553950
6/22/2020	APEX PARK AND RECREATI	REC-APEX CENTER CAMP	-\$62.50	500-6700-553950
6/18/2020	SPECIALTY CIGAR	GF-OIL	\$257.94	100-110150
6/18/2020	SPECIALTY CIGAR	GF-SALES TAX	\$18.06	100-110150
5/29/2020	ACE HARDWARE OF FORT L	GF-9V BATTERIES-PARKS	\$14.99	100-3500-520100
6/11/2020	ACE HARDWARE OF FORT L	GF-GENERAL SUPPLIES-PARKS	\$22.98	100-3500-520100
6/19/2020	SAFEWAY #1045	GF-TORTILLA CHIPS TAKE HOME B-PARKS	\$5.91	100-3500-532800
6/19/2020	SAFEWAY #1045	GF-TORTILLA CHIPS TAKE HOME B-PARKS	\$2.93	100-3500-532800
6/19/2020	SAFEWAY #1045	GF-WING SAUCE SPECIALTY SAUCE-PARKS	\$6.21	100-3500-532800
6/19/2020	SAFEWAY #1045	GF-MAINSTREAM SEASONINGS BLEN-PARKS	\$5.21	100-3500-532800
6/19/2020	SAFEWAY #1045	GF-REGULAR LIQUID SALAD DRESS-PARKS	\$7.21	100-3500-532800
6/19/2020	SAFEWAY #1045	GF-MAINSTREAM REFRIGERATED CH-PARKS	\$26.66	100-3500-532800
6/19/2020	SAFEWAY #1045	GF-UA J HOOK CLIP STRIP MISC-PARKS	\$9.21	100-3500-532800
6/19/2020	SAFEWAY #1045	GF-OTHER MISCELLANEOUS TRANS-PARKS	-\$10.74	100-3500-532800
6/24/2020	ACE HARDWARE OF FORT L	GF-HAND PUMP, PVC PARTS-PARKS	\$95.05	100-3500-520100
6/26/2020	SAMSClub.COM	CPR-COFFEE SUPPLIES-COM CTR	\$62.92	230-6000-520100
6/26/2020	SAMSClub.COM	CPR-COPIER PAPER	\$50.98	500-6200-520200
		REC-DISPUTED TRANSACTIONS FROM 5/2020	\$408.61	500-6700-110150
			\$10,295.99	
6/3/2020	KING SOOPERS #81	GF-OTHER MISCELLANEOUS TRANS-PD	\$20.00	100-2100-520100
6/3/2020	USPS PO 0732220392	GF-FIRST-CLASS PACKAGE-PD	\$3.80	100-2100-531800
6/8/2020	USPS PO 0732220392	GF-FIRST-CLASS PACKAGE-PD	\$3.80	100-2100-531800
6/8/2020	OFFICE DEPOT #1080	GF-PEN,COUNTERFEIT DETECTOR,3PK-PD	\$11.39	100-2100-520100
6/8/2020	OFFICE DEPOT #1080	GF-DELIVERY FEE-PD	\$11.95	100-2100-520100
6/8/2020	OFFICE DEPOT #1080	GF-SALES TAX-PD	\$1.27	100-2100-520100
6/9/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$0.55	100-2100-531800
6/9/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/9/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/9/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/9/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/9/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/9/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/9/2020	USPS PO 0732220392	GF-FIRST-CLASS PACKAGE-PD	\$5.30	100-2100-531800
6/11/2020	SIRCHIE FINGER PRINT L	GF-OTHER MISCELLANEOUS TRANS-PD	\$171.36	100-2100-520100
6/15/2020	USPS PO 0732220392	GF-SALLY RIDE-PD	\$1.65	100-2100-531800
6/15/2020	USPS PO 0732220392	GF-CTOM - INDIVIDUAL - DOMESTIC-PD	\$3.00	100-2100-531800
6/15/2020	USPS PO 0732220392	GF-CTOM - INDIVIDUAL - DOMESTIC-PD	\$1.50	100-2100-531800
6/16/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$2.05	100-2100-531800
6/17/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/17/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/22/2020	USPS PO 0732220392	GF-FIRST-CLASS PACKAGE-PD	\$4.60	100-2100-531800
6/22/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/22/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/23/2020	AMZN MKTP US*MS73I4D21	GF-SHARPIE PERMANENT MARKERS, FINE POI-PD	\$21.89	100-2100-520100
6/23/2020	AMZN MKTP US*MS73I4D21	GF-KEXIN USB 3.0 FLASH DRIVE 64 GB 10-PD	\$73.52	100-2100-520100
6/23/2020	AMZN MKTP US*MS73I4D21	GF-ENFAIN 32GB USB 2.0 FLASH DRIVE THU-PD	\$37.22	100-2100-520100
6/23/2020	AMZN MKTP US*MS73I4D21	GF-KOOTION 50PCS 16 GB USB FLASH DRIVE-PD	\$157.13	100-2100-520100
6/23/2020	AMZN MKTP US*MS73I4D21	GF-USB 8GB BULK FLASH DRIVES 50 PACK,-PD	\$144.94	100-2100-520100
6/23/2020	AMZN MKTP US*MS73I4D21	GF-EXCELMARK INKLESS THUMBPRINT PAD --PD	\$42.75	100-2100-520100
6/24/2020	USPS PO 0732220392	GF-PURPLEHEARTMEDAL-PD	\$1.10	100-2100-531800
6/24/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/24/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/25/2020	WM SUPERCENTER #4567	GF-BOTTLED WATER-PD	\$19.90	100-2100-520100
6/26/2020	AMZN MKTP US*MS80I8WZ1	GF-SANDISK 128GB ULTRA FLAIR USB 3.0 F-PD	\$208.46	100-2100-520100
6/27/2020	AMZN MKTP US*MS0RZ8DM2	GF-UVBEAST NEW V3 BLACK LIGHT UV FLASH-PD	\$64.13	100-2100-520100

6/29/2020	NAPA AUTO PARTS	GF-OTHER MISCELLANEOUS TRANS-PD	\$17.76	100-2100-532700
6/29/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
6/29/2020	USPS PO 0732220392	GF-FIRST-CLASS LETTER-PD	\$5.80	100-2100-531800
5/30/2020	ACE HARDWARE OF FORT L	GF-BLK SARGENT KEY-PD	\$4.25	100-2100-520100
5/30/2020	CIRCLE K # 41125	GF-UNL REG 86/87 OC-PD	\$17.85	100-2100-520800
6/27/2020	SOS REGISTRATION FEE	GF-NOTARY RENEWAL-PD	\$10.00	100-2100-530800
6/7/2020	CIRCLE K # 44109	GF-UNL MID-88/89OC-PD	\$27.00	100-2100-520800
6/21/2020	CIRCLE K # 44109	GF-UNL MID-88/89OC-PD	\$23.04	100-2100-520800
6/22/2020	SAFEWAY FUEL #1045	GF-UA GASOLINE-PD	\$29.50	100-2100-520800
6/21/2020	SAFEWAY FUEL #1045	GF-UA GASOLINE-PD	\$28.03	100-2100-520800
6/23/2020	CIRCLE K # 44109	GF-UNL REG 86/87 OC-PD	\$27.02	100-2100-520800
6/4/2020	DEPUTY.COM	GF-DEPUTY SCHEDULING-PD	\$65.00	100-2100-530600
6/5/2020	BLUE TO GOLD, LLC	GF-BULLETPROOF REPORT WRITING-PD	\$149.00	100-2100-532800
6/5/2020	SAFEWAY FUEL #1045	GF-UA GASOLINE-PD	\$26.00	100-2100-520800
6/19/2020	OFFICE DEPOT #2720	GF-FILTER,COFFEE,600CT,WHITE-PD	\$6.59	100-2100-520100
6/19/2020	OFFICE DEPOT #2720	GF-FRAME,GALLERY,8.5X11,BLACK-PD	\$12.99	100-2100-520100
6/19/2020	OFFICE DEPOT #2720	GF-COFFEE, DKNDONUT,ORIG,20OZ-PD	\$23.99	100-2100-520100
6/22/2020	O'REILLY AUTO PARTS 44	GF-WASHER CAP-PD	-\$8.11	100-2100-532700
6/22/2020	NATIONAL ASSOCIATION O	GF-BASIC SRO TRAINING-MIRAGLIA-PD	\$495.00	100-2100-532800
6/22/2020	O'REILLY AUTO PARTS 44	GF-WASHER CAP-PD	\$8.11	100-2100-532700
6/8/2020	SAFEWAY FUEL #1045	GF-UA GASOLINE-PD	\$49.35	100-2100-520800
6/20/2020	MOULTRIE MOBILE	GF-4G PROFESSIONAL-PD	\$53.44	100-2100-530600
6/20/2020	MOULTRIE MOBILE	GF-4G PROFESSIONAL-CITY ADM	\$53.44	100-1100-530600
6/25/2020	PAYPAL *POLICE RECO	GF-WEBINAR-CONVERTING TO NIBRS-PD REC	\$149.00	100-2500-532800
6/3/2020	CIRCLE K # 44109	GF-UNL REG 86/87 OC-PD	\$31.00	100-2100-520800
6/9/2020	CIRCLE K # 44109	GF-UNL REG 86/87 OC-PD	\$34.74	100-2100-520800
6/11/2020	CIRCLE K # 44109	GF-UNL REG 86/87 OC-PD	\$11.25	100-2100-520800
6/14/2020	SAFEWAY FUEL #1045	GF-UA GASOLINE-PD	\$38.39	100-2100-520800
6/16/2020	SAFEWAY FUEL #1045	GF-UA GASOLINE-PD	\$29.19	100-2100-520800
6/1/2020	NAPA AUTO PARTS	GF-RUBBER WIRE-PD	\$5.09	100-2100-532700
6/19/2020	O'REILLY AUTO PARTS 44	GF-WASHER CAP-PD	-\$9.08	100-2100-532700
6/19/2020	O'REILLY AUTO PARTS 44	GF-WASHER CAP-PD	\$9.08	100-2100-532700
5/30/2020	KUM & GO #939	GF-UNL REG 86/87 OC-PD	\$11.48	100-2100-520800
6/7/2020	SAFEWAY FUEL #1045	GF-UA GASOLINE-PD	\$15.32	100-2100-520800
6/21/2020	CIRCLE K # 44109	GF-UNL REG 86/87 OC-PD	\$42.33	100-2100-520800
			\$2,575.70	
6/8/2020	SALES OF WIDE FORMAT P	GF-HP772 INK CARTRIDGES-PLAN	\$164.70	100-4100-520200
6/22/2020	SALES OF WIDE FORMAT P	GF-36# PREMIUM WATER FAST COLOR PAPER-PLAN	\$58.92	100-4100-520200
			\$223.62	
			\$17,900.41	

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 21, 2020**

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, July 21, 2020. Due to the COVID-19 virus, the meeting was held with remote access provided through GoToMeetings. Mayor Zo Stieber called the meeting to order at 7:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Stieber, Councilmembers Michael Sanchez and Bruce Fitzgerald. Councilmembers Shannon Rhoda, Chris Ceretto, and David Crespin participated electronically though GoToMeeting. Councilmember Tommy Holton joined the meeting electronically at 7:14 p.m.

Also present was City Administrator, Chris Cross and Chief John Fryar.

The following staff participated by electronic communication (GoToMeeting): Assistant City Administrator, Glenda Arextuloeta, Finance Director, Leann Perino. City Clerk, Mari Peña, City Attorney, Andy Ausmus, and Public Works Director, Roy Vestal and

Mayor Stieber read the Connected Meeting general advisement to all.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the July 20, 2020 payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Shannon Rhoda and seconded by David Crespin to approve the Consent Agenda with the following items: 07072020 City Council Meeting Minutes, Approving the Intergovernmental Agreement with Board of County Commissioners of the County of Weld and Weld County Clerk and Recorder Concerning the Administration of the November 3, 2020 Coordinated Election with the City of Fort Lupton (AM 2020-132), Approve Emergency Repairs to the Pearson Park Well Pumps to Quality Well and Pump for an Amount not to Exceed \$11,126.76 Allocated from the Utility Fund (AM 2020-135) Adopting Ordinance 2020-1096 AN ORDINANCE ACCEPTING THE CESAR RODRIGUEZ GALLARDO PUBLIC RIGHT OF

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 21, 2020

WAY DEDICATION FOR COUNTY ROAD 25 ½ (AM 2020-136). Motion passed unanimously on roll call vote.

ACTION AGENDA

Councilmember Tommy Holton joined the meeting at 7:14 p.m. through electronic participation.

AM 2020-131 Approve the Boys and Girls Club of Weld County 2020 Funding for an Amount not to Exceed \$50,000

In during the 2020 budget process council approved \$50,000 to fund operations with a review and possible \$50,000 of additional funding mid-year. Boys & Girls Club of Weld County has completed its 2019 audit and provided the audited financial statements and the un-audited break out of the Fort Lupton Club expenses.

Terry Adams, with the Boys and Girls Club, gave an overview of what the club has been doing since they have not been able to operate due to COVID. Mr. Adams explained that staff has been partnering with the Weld Food Bank to deliver food boxes to 45 families, 112 kids in Fort Lupton. Discussions have been held with the school district to accommodate kids when school is back in session. The schools will each have their own sessions so that kids don't have to be bussed from one school to another.

No further discussion occurred.

It was moved by Michael Sanchez and seconded by Bruce Fitzgerald to approve the Boys and Girls Club of Weld County 2020 funding for an amount not to exceed \$50,000. Motion passed unanimously on roll call vote.

AM 2020-134 Approve Amendment Number 2 to Subdivision Improvements Agreement for Mountain Sky Subdivision with FL Mountain Sky, LL

The Development Agreement for Mountain Sky Final Plat approved by City Council on March 18, 2019, which is located north of County Road 12, west of County Road 29.5 (S College Avenue). The Subdivision Improvements Agreement was approved by Council on May 20, 2019 with Resolution 2019R037.

The first amendment was approved October 7, 2019 to provide a timeframe and mechanism for purchase of CBT water shares following the recordation of the Final Plat. Normal staff process is to require shares before recordation of the Final Plat to ensure buildable lots. The first amendment provided for a 10% deposit payment for water and allow recordation of the Final Plat in order for the developer to secure funds for the development. The balance of water payment was due within 30 days of recordation of the plat.

This second amendment provides a staged purchase of water based on Phases. No building permits after Phase 1 are to be issued prior to full payment of water shares required for the

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FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 21, 2020

remainder of the Plat. This phased purchase of water shares allows the developer to sell portions of the development in order to finance additional improvements for the next phase. The developer has encountered unanticipated groundwater issues and additional expenses during the first phase of development which has stretched financial resources thin. Additional financial stress has resulted from anticipated funds from the oil resources payments, due to the current economic environment.

It was moved by David Crespin and seconded by Chris Ceretto to approve Resolution 2020R059 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE FL MOUNTAIN SKY, LLC AMENDMENT NUMBER 2 TO SUBDIVISION IMPROVEMENTS AGREEMENT OF THE MOUNTAIN SKY SUBDIVISION. Motion passed with Shannon Rhoda voting 'no' to the motion.

STAFF

There were no reports from staff.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

July 23 rd	Street Market, 131 S. McKinley Ave.
July 28 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
August 4 th	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
August 6 th	Street Market, 131 S. McKinley Ave.
August 11 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
August 20 th	Street Market, 131 S. McKinley Ave.

ADJOURNMENT

Mayor Stieber adjourned the meeting at 7:22 p.m.

Respectfully Submitted,

Maricela Peña, City Clerk

Approved by City Council

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 21, 2020**

Zo Stieber, Mayor

DRAFT

ORDINANCE NO. 2020-1094

INTRODUCED BY: MICHAEL SANCHEZ

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 7th day of July 2020.

PUBLISHED in the Fort Lupton Press the 15th day of July 2020.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 4th day of August 2020.

PUBLISHED BY TITLE ONLY the 12th day of August 2020.

EFFECTIVE (after publication) the 11th day of September 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ORDINANCE NO. 2020-1095

INTRODUCED BY: MICHAEL SANCHEZ

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 7th Day of July 2020.

PUBLISHED in the Fort Lupton Press the 15th day of July 2020.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 4th day of August 2020.

PUBLISHED BY TITLE ONLY the 12th day of August 2020.

EFFECTIVE (after publication) the 11th day of September 2020.

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 2020-140

APPROVE CHANGE ORDER NUMBER 2 TO AJI IRRIGATION, INC. FOR AN AMOUNT NOT TO EXCEED \$17,280 FOR IRRIGATION BOOSTER PUMPS PROJECT FROM WATER SALES TAX FUND

I. **Agenda Date:** Council Meeting – August 4, 2020

II. **Attachments:** a. Change Order #1 - AJI Irrigation.

III. **Summary Statement:**

Approve Change Order No. 1 to Agreement with AJI Irrigation, Inc. for not to exceed \$17,280.00 for the Coyote Creek Nonpotable Booster Pumps.

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:

AJI Irrigation, Inc. was awarded the Irrigation Booster Pumps Project on April 7, 2020 for \$217,000.

The Change Order amount resulted from a misunderstanding of what United Power would do to supply power for the pump stations and what was required to supply power. We thought the power supply to the pump stations was going to be provided to hook up to. The existing transformers did not have the amperage capacity to provide power to the pump station. Additional funds are required for AJI to run service feed lines to the pump stations. Additional funds are required for United Power to upgrade their transformers.

Original Bid documents did not include power supply connections.

<i>Outdoor main lug power panel with 250 amp and 20 amp breakers</i>	<i>1882.80</i>
<i>400 amp rated disconnect</i>	<i>\$2065.00</i>
<i>320 amp meter socket</i>	<i>\$1084.20</i>
<i>Conduit, fittings, and service cable</i>	<i>\$ 840.00</i>
<i>Upright standards, supports, and concrete to mount the above</i>	<i>\$ 230.00</i>
<i>Equipment and labor</i>	<i>\$2538.00</i>

<i>TOTAL EACH:</i>	<i>\$8640.00</i>
--------------------	------------------

Total cost of change order for both pumps is \$17,280.00

This does not include United Power charges. United Power charges are \$12,222.33

X. Legal/Political Considerations:

Not Applicable

XI. Alternatives/Options:

- Approve Change Order with AJI Irrigation, Inc.*
- Do not approve the Change Order*

XII. Financial Considerations:

The Water Sales Tax Fund has \$60,000 budgeted for well rehabilitation. These funds can be reallocated to pay the \$17,280 to AJI Irrigation and the \$12,222 to United Power for the electrical installation.

XIII. Staff Recommendation:

Staff recommends approving Change Order No. 1 with AJI Irrigation, Inc. for not to exceed \$17,280.00 for the Coyote Creek Nonpotable Booster Pumps Project.

City of Fort Lupton, Colorado
Public Works Department

Change Order

No. 2

Date of Issuance: **August 4, 2020**

Effective Date: **August 4, 2020**

Project: **Irrigation Booster
Pumps Project**

Owner: **City of Fort Lupton**

Owner's Contract No.: **FTL202001**

Contractor: **AJI Irrigation, Inc.**

Date of Contract: **April 7, 2020**

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

to install two 320 amp services with the proper cold sequencing, disconnects, meter socket and related, conduits and wiring from the United Power transformer through the meter socket at both locations.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price:

\$ **217,000.00**

Increase from previously approved Change
Orders No. 1 to No. _____:

\$ **0.00**

Contract Price prior to this Change Order:

\$ **217,000.00**

Increase of this Change Order:

\$ **17,280.00**

Contract Price incorporating this Change

\$ **234,280.00**

Original Contract ☐ Working ☒ Calendar

Substantial completion (days or date): **04/15/2020**

Ready for final payment (days or date): **05/31/2020**

Increase from previously approved Change Orders No. 1 to
No. _____:

Substantial completion (days): **07/15/2020**

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion or date: **07/15/2020**

Ready for final payment or date: _____

Increase of this Change Order:

Substantial completion days: **08/25/2020**

Ready for final payment date: _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): **08/25/2020**

Ready for final payment (days or date): _____

RECOMMENDED:

By: 

Engineer (Authorized)

Date: July 29, 2020

AUTHORIZED:

By: _____

Owner (Authorized)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized)

Date: _____

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-141

APPROVE PROPOSAL FROM UNITED POWER, INC., TO UPGRADE TRANSFORMERS IN COYOTE CREEK TO SUPPORT POWER TO THE IRRIGATION BOOSTER PUMPS PROJECT FOR \$ 12,222.33 TO BE PAID FROM THE WATER SALES TAX FUND

I. **Agenda Date:** Council Meeting – August 4, 2020

II. **Attachments:** a. United Power Work Order Estimate.

III. **Summary Statement:**

Approve Work Order with United Power to upgrade transformers to support the Coyote Creek Irrigation Booster Pumps for \$12,222.33.

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:

United Power has completed the design and cost estimate to upgrade the existing transformers at Coyote Creek to support the power supply to the new irrigation booster pumps.

X. Legal/Political Considerations:

Not Applicable

XI. Alternatives/Options:

- *Approve the proposal*
- *Do not approve the proposal*

XII. Financial Considerations:

The Water Sales Tax Fund has \$60,000 budgeted for well rehabilitation. These funds can be reallocated to pay the \$17,280 to AJI Irrigation and the \$12,222 to United Power for the electrical installation.

XIII. Staff Recommendation:

Staff recommends approving the proposal from United Power, Inc. for \$12,222.33 to be paid from the Water Sales Tax Fund.

July 29, 2020

ROY VESTAL
CITY OF FT LUPTON
130 SOUTH MCKINLEY AVE
FORT LUPTON, CO 80621

Re: WO# 202007039 - FT LUPTON LIFT PUMP STATION TRANSFORMER UPGRADES

Attn: Roy Vestal,

United Power (United) has completed the design and cost estimate to provide electric service for FT LUPTON LIFT PUMP STATION XFMR UPGRADES, located at WAGONWHEEL DR & HORSE SHOE CIR. (See attached design.)

The estimated cost to provide and install the electric service is **\$12,222.33**. That cost includes the labor, material, administrative and general expense required to install the electric service as designed. The estimate is valid for ninety (90) days, per Tariff E-004, on file with the Colorado Public Utilities Commission or available upon request.

In accordance with United's Tariff E-007, on file with the Colorado Public Utilities Commission or available upon request, United will analyze the final cost and compare it to the estimate when the work order is closed. If the actual cost is less than originally estimated, United shall refund the difference to the Applicant. If the actual cost to United proves to have been greater than the construction deposit, Applicant shall pay the difference to United within thirty (30) days following written notice of such excess amount.

Please complete the enclosed private utilities form (excluding subdivision developments and overhead projects), indicating any private utilities in the project area. You may return the signed and completed form and your payment in the envelope provided. Payment in full is required prior to construction. **Subdivision developers must return the signed final design for the underground distribution and the streetlight design, if applicable.**

Payment of the invoice implies agreement with the terms stated below:

- Applicant grants to United the right to enter the location listed above to construct, operate and maintain the electric distribution facilities, together with full right of ingress and egress.
- Applicant shall perform all right-of-way clearing required for the construction of the facilities described above with United's specifications.
- United shall perform all trenching and backfilling, including any rock removal and backhoe work, in accordance with United's specifications, except street crossing.
- The Applicant shall establish and stake all easements of rights-of-way on land owned by the Applicant for installation of United's facilities. The Applicant shall assume all responsibility for proper location thereof and shall reimburse United for any expense due to subsequent changes and for any damage claims against United, including full reimbursement for damages established and expenses incurred in regard thereto, plus reasonable attorney's fees and court costs.
- United shall install the facilities described herein in accordance with good engineering practice after the Applicant has established said right-of-way, cut easements to final grade, and prior to the paving of any streets and the construction of any curbs and gutters. The Applicant shall reimburse United for any expense due to subsequent changes by the Applicant.

- The Applicant shall be responsible for coordinating all construction activities within the project, including, but not limited to, the installation of telephone, gas, and cable TV. The installation crew must be on site the day United digs the trench. United will not leave the trench open overnight and will close it at the end of each working day. The Applicant shall reimburse United for any expenses incurred by United to repair damages to its facilities caused by the Applicant or other parties during the construction period
- Applicant will be responsible for accurately locating and visibly marking all private underground utilities, (including but not limited to water, telephone, sewer, septic, cable TV, fiber, and gas) prior to the construction of any facilities by United. Any damages to unmarked underground utilities by United or United's contractors will be at the Applicant's expense and responsibility to repair.
- Applicant shall be responsible for all service laterals in residential subdivision and underground commercial/industrial services. See approved service lateral contractor list on our web site at www.unitedpower.com <<http://www.unitedpower.com>> under the New Construction tab and click on the hyperlink for Metering/Laterals/Inspections, or call the construction hotline at 303-637-1323.
- Electric service will be provided to Applicant at United's applicable rates and upon the terms and conditions now in effect or at the rates and upon such terms and conditions as may hereafter be lawfully adopted by United for such service.
- United reserves the right to revise said estimate and to require an increase in the non-refundable construction deposit from the Applicant to cover unexpected costs to install its facilities. Such costs will be described on a **change order** and billed per incident according to the time, equipment, and materials used. If the Applicant requires construction of the facilities when the ground is frozen or at a time when inclement weather will result in construction costs greater than the cost originally estimated, the applicant shall advance the estimated additional cost to United, as a contribution in aid of construction, prior to the construction of the facilities.
- United will be responsible for locating all public utilities through Colorado 811.
- Applicant may terminate this project at any time prior to or during the actual construction of electric facilities. In such an event, a portion or all of the consideration paid by the Applicant in advance to United hereunder shall be used to reimburse and pay United for all expenses or liabilities which may theretofore have been incurred by United for engineering, for materials, and equipment purchased or ordered, prior to the date of termination; with the balance of the construction deposit, if any, to be refunded to the Applicant.

Thank you for the opportunity to provide this service. If you have questions, please call me at 720-565-7965.

Sincerely,

Jonathan E Tyra

Jonathan Tyra
Project Coordinator

JT:ggj

Enclosures

ESTIMATE



Work Order: 202007039
Service Order: 2020030198
Project Name: FT LUPTON LIFT PUMP STATION XFMR UPGRADES

ROY VESTAL
CITY OF FT LUPTON
130 SOUTH MCKINLEY AVE
FORT LUPTON, CO 80621

Estimated Construction Costs:	\$ 12,222.33
NET CONSTRUCTION DEPOSIT INVOICE:	\$ 12,222.33

The estimate is valid for ninety (90) days, per Tariff E-004, on file with the Colorado Public Utilities
Commission or available upon request.

UNITED POWER WILL NOT ACCEPT ANY CHECK WITH LIEN WAIVER LANGUAGE

PLEASE WRITE WORK ORDER NUMBER ON PAYMENT AND REMIT TO:

**UNITED POWER
500 COOPERATIVE WAY
BRIGHTON, CO 80603**

PRIVATE FACILITIES LOCATE FORM

P.O. Box 929, 500 Cooperative Way, Brighton, CO 80601
(303) 659-0551 / 1-800-468-8809 / Fax (303) 637-1338
<http://www.unitedpower.com>

CUSTOMER NAME: CITY OF FT. LUPTON

WORK ORDER: 202007039

PHONE/CELL NUMBER: 720-466-6109

SERVICE ADDR: WAGONWHEEL DR & HORSESHOE CIR

OTHER CONTACT INFO: ROY VESTAL

PRIVATE FACILITIES:	YES	NO	MARKED	SKETCHED
TRAFFIC SIGNAL WIRE	☐	☒	☐	☐
WATER	☐	☒	☐	☐
SEWER/SEPTIC/LEACH	☐	☒	☐	☐
IRRIGATION/BURIED PIPE	☒	☐	☒	☐
PROPANE/GAS/OIL/PETROLEUM	☐	☒	☐	☐
SPRINKLER/CONTROL WIRE	☐	☒	☐	☐
PRIVATE COMMUNICATION LINES (Phone/Alarm, etc.)	☐	☒	☐	☐
FIBER OPTIC	☐	☒	☐	☐
PRIVATE ELECTRIC	☒	☐	☒	☐
OTHER	☐	☐	☐	☐

Description _____

This form is to inform United Power of any utilities installed by 'private parties' that Colorado 811 (UNCC) will not notify for locates either as a tier 1 or tier 2. **United Power will NOT be responsible for any damage to private facilities which are not clearly marked in the field or with a sketch of location, including footages and depth, prior to the start of construction.**

A SIGNED FORM RETURNED WITH NO CHECKMARKS OR SKETCH, IS CONSIDERED NOTICE THAT THE SITE IS ALL CLEAR.

I acknowledge receipt of this document and notification:

CUSTOMER SIGNATURE _____ DATE _____

UNITED POWER REPRESENTATIVE _____

UNITED POWER WILL PROVIDE NOTIFICATION OF THE SCHEDULED LOCATE DATE AT THE CONTACT NUMBER PROVIDED. IF THERE IS NO ANSWER AT THE NUMBER PROVIDED, A MESSAGE WILL BE LEFT. THE LAND/PRIVATE FACILITY OWNER IS RESPONSIBLE TO MARK THE LOCATION OF ALL FACILITIES AND PROVIDE A SKETCH TO UNITED POWER BY THE LOCATE DATE. CONSTRUCTION WILL NOT BEGIN UNTIL A SIGNED FORM IS RECEIVED.

CUSTOMER NOTIFIED _____ DATE _____ MESSAGE OR CONTACT _____ LOCATE DATE _____

 Your Touchstone Energy® Cooperative 	Proj Coord: Jonathan Tyra	Revised By:	Const. Coord:	Sub/Circuit/Phase: 19-1 A	Work Order: 202007039
	PC Cell: 720-565-7965	Date:	CC Cell:	Right of Way (All): ☐	Service Order: 2020030198
	Designed By: Jonathan Tyra	ROW Agent:		Spec. Equipment: ☐	Project Name: FT LUPTON LIFT PUMP STATION XFMR UPGRADES
	Designer Cell: 720-565-7965			Primary/CT Metering: ☐	Description: REPLACE 2 XFMRs & POSSIBLE INSTALL 1
	Design Comp Date:			Locates Req'd: ☐	



Equipment Loc: 4605490001	Svc Address: WAGONWHEEL DR & HC
Service Loc: 4604	City: FORT LUPTON
Contact Ph: 303-857-6694	County: WELD
	Sec/Twn/Rng: 4 1N 66W

Conductor Summary						
Conductor Size	Status	Placement	Type	# Wires	Span (Ft)	Total

Bore/Trench Summary		

COMMENTS

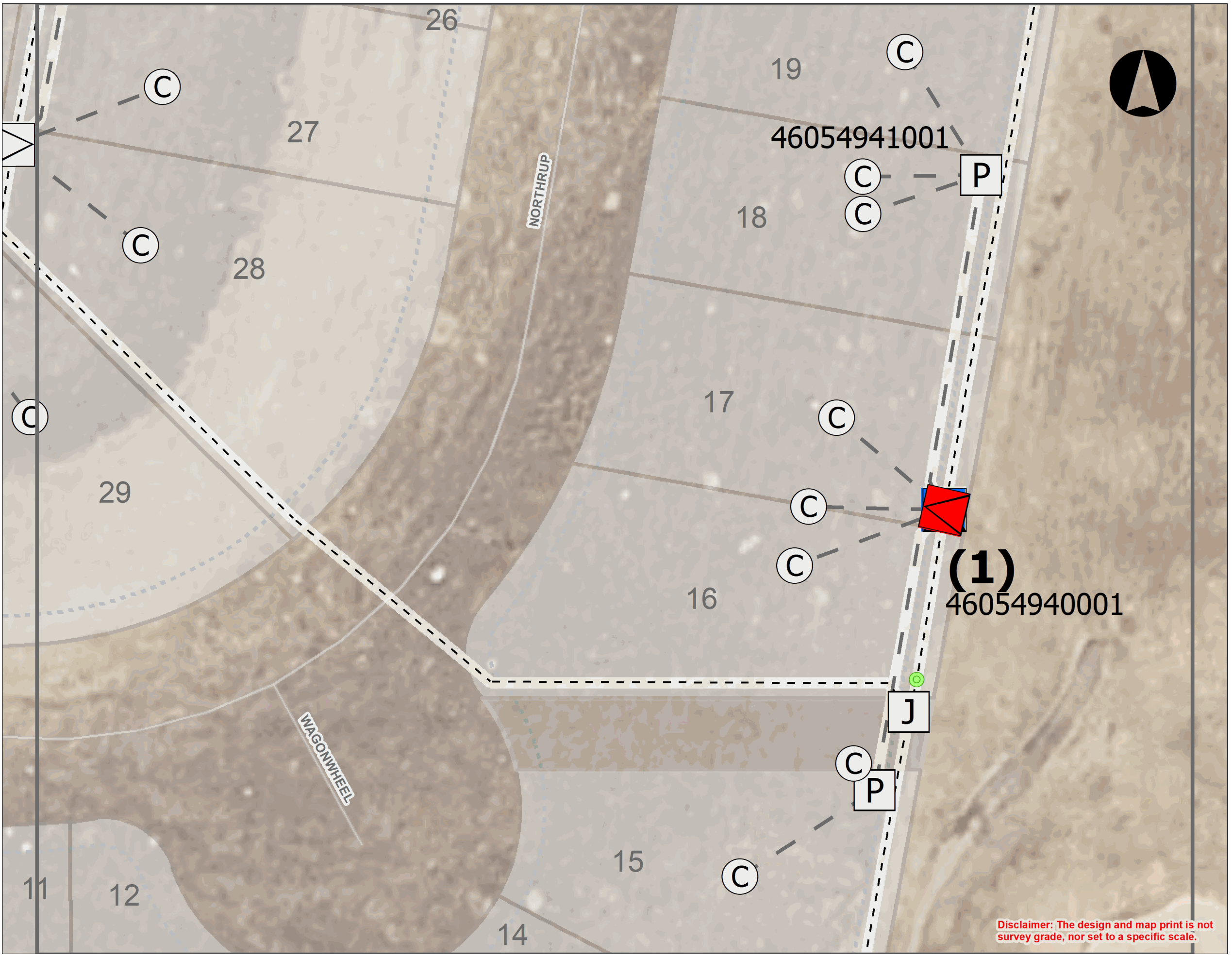
Inspection By:	Date:	Construction By:	Date:
Reviewed/Approved By:	Date:		
COVERSHEET	7/29/2020		Page 1 of 1

Work Order:	202007039
Service Order:	2020030198
Project Name:	FT LUPTON LIFT PUMP STATION XFM
Description:	REPLACE 2 XFMRS & POSSIBLE INSTA
Service Loc:	4604
Customer:	CITY OF FT LUPTON
Svc Address:	WAGONWHEEL DR & HORSE SHOE CI
City:	FORT LUPTON
County:	WELD

Proj Coordinator:	Jonathan Tyra
PC Cell:	720-565-7965
Designer:	Jonathan Tyra
Designer Cell:	720-565-7965
Design Comp Date:	

Legend	
STRUCTURES	DEVICES
 Poles	 Switches
 Junction Cab	 Fuses
 Pedestal	 Regulators
 Switch Cab	 Capacitors
 Vault	 Sectionalizers
 Pull Box	 Step Trans
LOCATIONS	 Oil Reclosers
 Fiber	 Elec. Reclosers
 UG	 Sub. Reclosers
 Consumer	MISCELLANEOUS
TRANSFORMERS	 Open Points
 OH 1PH	 Lights
 OH 2PH	 Anchors
 OH 3PH	CONDUCTOR
 UG 1PH	 OH Prim
 UG 3PH	 UG Prim
METER PEDESTALS	 OH Sec
 Single	 UG Sec
 Multi	

Reviewed/Approved By:
Date:

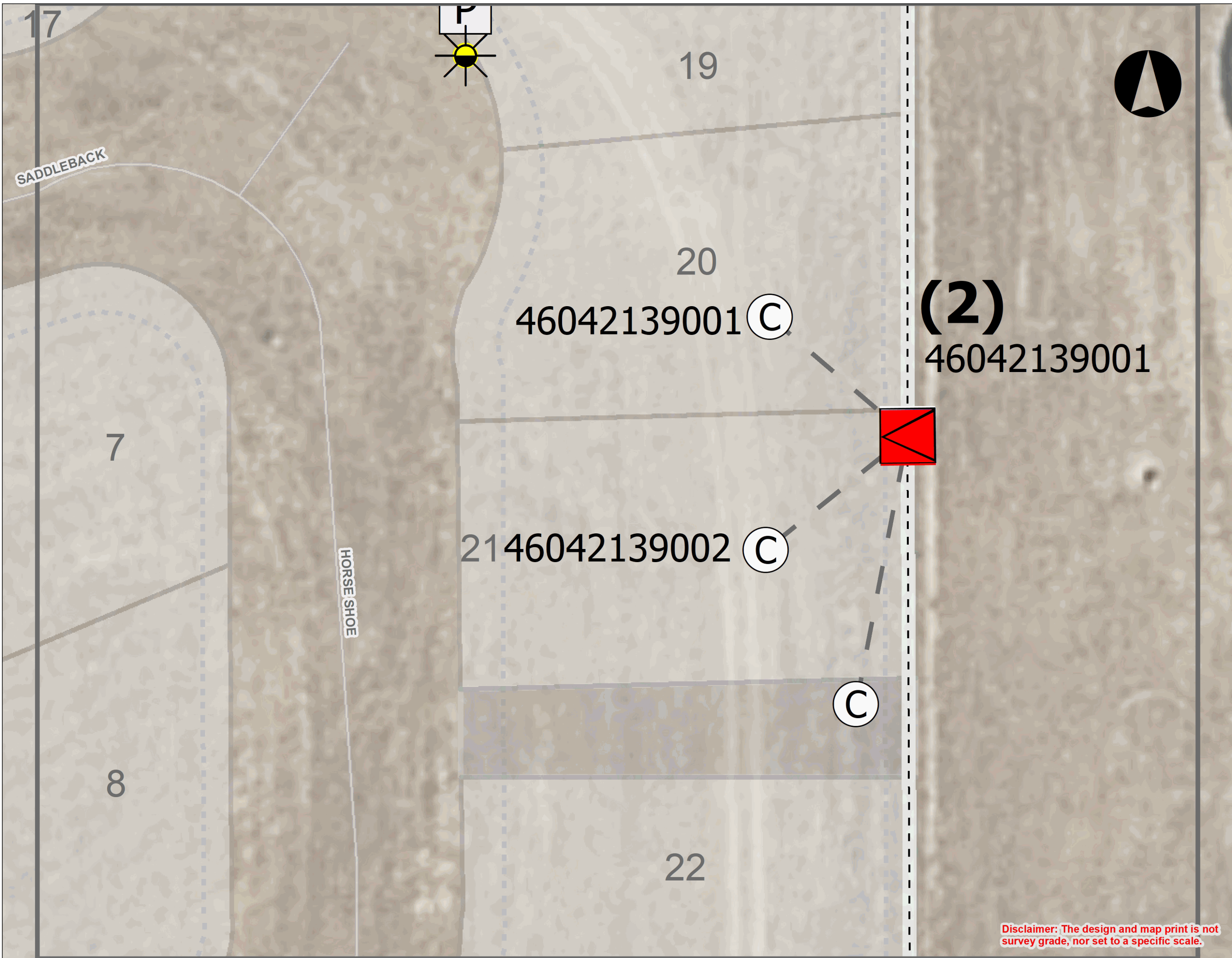


Work Order:	202007039
Service Order:	2020030198
Project Name:	FT LUPTON LIFT PUMP STATION XFM
Description:	REPLACE 2 XFMRS & POSSIBLE INSTA
Service Loc:	4604
Customer:	CITY OF FT LUPTON
Svc Address:	WAGONWHEEL DR & HORSE SHOE CI
City:	FORT LUPTON
County:	WELD

Proj Coordinator:	Jonathan Tyra
PC Cell:	720-565-7965
Designer:	Jonathan Tyra
Designer Cell:	720-565-7965
Design Comp Date:	

Legend	
STRUCTURES	DEVICES
 Poles	 Switches
 Junction Cab	 Fuses
 Pedestal	 Regulators
 Switch Cab	 Capacitors
 Vault	 Sectionalizers
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LOCATIONS	 Oil Reclosers
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 UG	 Sub. Reclosers
 Consumer	MISCELLANEOUS
TRANSFORMERS	 Open Points
 OH 1PH	 Lights
 OH 2PH	 Anchors
 OH 3PH	CONDUCTOR
 UG 1PH	 OH Prim
 UG 3PH	 UG Prim
METER PEDESTALS	 OH Sec
 Single  Multi	 UG Sec

Reviewed/Approved By:
Date:



CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-145

APPROVE WINDY GAP FIRING PROJECT ALLOTMENT CONTRACT

I. **Agenda Date:** Council Meeting – August 4, 2020

II. **Attachments:** a. WGFP Allotment Contract

III. **Summary Statement:**

The City of Fort Lupton is a participant in the Windy Gap Firing Project as part of its municipal water system. The firing project is the creation of Chimney Hollow Reservoir that will provide storage for a portion of the Windy Gap shares the City has obtained. The contract will allocate Fort Lupton 1103 units of the project; each unit will equal 1-acre foot of storage capacity in the reservoir. This contract establishes the means by which the loan will be repaid.

IV. **Submitted by:** _____
Chris Cross, City Administrator

V. **Finance Reviewed** _____
Finance Director

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

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

VIII. **Certification of Council Approval:** _____
City Clerk _____ Date _____

IX. Detail of Issue/Request:

The City of Fort Lupton is a participant in the Windy Gap Firing Project as part of its municipal water system. The firing project is the creation of Chimney Hollow Reservoir that will provide storage for a portion of the Windy Gap shares the City has obtained. The contract will allocate Fort Lupton 1103 units of the project; each unit will equal 1-acre foot of storage capacity in the reservoir. This contract establishes the means by which the loan will be repaid.

Each participant in the project pays its pro rata portion of initial construction costs, any additional (unbudgeted) construction costs, debt service, reserves, and ongoing O&M in an annual assessment. Pro rata shares are determined by percentage of storage. Fort Lupton's share is 1103 acre feet out of 90,000 total acre feet, or 1.22%.

X. Legal/Political Considerations:

The City's Water Attorney has reviewed the document and has approved.

XI. Alternatives/Options:

1. Do not approve the Allotment Contract
2. Opt out of the 1103 acre feet of storage for Windy Gap

XII. Financial Considerations:

XIII. Staff Recommendation:

Approve the Windy Gap Firing Project Allotment Contract.

**ALLOTMENT CONTRACT BETWEEN THE WINDY GAP FIRING PROJECT
WATER ACTIVITY ENTERPRISE, MUNICIPAL SUBDISTRICT, NORTHERN
COLORADO WATER CONSERVANCY DISTRICT, AND THE CITY OF FORT
LUPTON UTILITY ENTERPRISE, FOR CAPACITY IN THE WINDY GAP
FIRMING PROJECT**

This Allotment Contract (“Contract”) for an allotment of capacity in the hereinafter defined and described Windy Gap Firing Project is entered into this ____ day of _____, 2020, by and between the Windy Gap Firing Project Water Activity Enterprise “hereinafter” called (“WGFP Enterprise”) and the City of Fort Lupton Utility Enterprise “hereinafter” called (“Fort Lupton”), pursuant to C.R.S. § 37-45-131 and C.R.S. §§ 37-45.1-103(4), 106(4).

RECITALS

A. The WGFP Enterprise is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution organized pursuant to C.R.S. §§ 37-45.1-101 *et seq.* that is owned by the Municipal Subdistrict, Northern Colorado Water Conservancy District (the “Subdistrict”), and whose address is 220 Water Avenue, Berthoud, Colorado 80513. The WGFP Enterprise is a water activity enterprise that will exercise the authorities granted by C.R.S. §§ 37-45-101 *et seq.*, 37-45.1-101 *et seq.*, 31-35-401 *et seq.*, and any other relevant grant of statutory authority, for the purpose of the planning, financing, acquisition, construction, operation, administration, maintenance, repair, replacement, rehabilitation, and improvement of the Windy Gap Firing Project.

B. Fort Lupton is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution owned by the City of Fort Lupton, 130 South McKinley Avenue, Fort Lupton, Colorado 80621. Fort Lupton is an enterprise that owns and operates the water and wastewater utility systems serving customers within and without the City of Fort Lupton pursuant to authorities including C.R.S. §37-45.1-101, *et seq.*, and §31-35-401.

C. The Windy Gap Firing Project (“WGFP”) is described in general in the U.S. Bureau of Reclamation Record of Decision, together with supporting documents for the WGFP dated December 2011, as may be amended from time to time.

D. The WGFP has not, as of the date of this Contract, been financed, constructed, and completed. This Contract therefore includes provisions that address the WGFP before and after completion of construction and commencement of project operation. This Contract also includes provisions that apply only if and to the extent that Fort Lupton satisfies all or a portion of its Capital C&E Funding Obligations through either Capital C&E Funding Cash Payments or participation in WGFP Financing.

- **PART I**, “Contract Definitions,” consists of **Section 1**, which includes definitions that apply to this entire Contract.
- **Part II**, “Provisions Applicable to All WGFP Allottees,” consists of Sections 2 through 6 and applies to Fort Lupton regardless of its chosen means of satisfying its Capital C&E Funding Obligations, unless specifically provided otherwise. **Section 2** is an allotment by the WGFP Enterprise to Fort Lupton of capacity in the WGFP. **Section 3** includes provisions that are applicable prior to WGFP Completion, as that term is

defined herein. **Section 4** includes provisions that are relevant to the operation of the WGFP after WGFP Completion. **Section 5** includes other general terms and conditions, including terms on Default and forfeiture under this Contract. **Section 6** includes provisions relating to Fort Lupton's obligations to pay for the WGFP.

- **PART III**, "Provisions Applicable to Cash Allottees," consists of **Section 7**, which includes provisions that apply to Fort Lupton only to the extent that it satisfies all or a portion of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, and then only for the term of any payments for Capital C&E using proceeds from such Capital C&E Funding Cash Payments.
- **PART IV**, "Provisions Applicable to Loan Allottees," consists of **Section 8**, which includes provisions that apply to Fort Lupton only to the extent that it satisfies all or a portion of its Capital C&E Funding Obligations through participation in a WGFP Financing, and then only for the term of repayment of the WGFP Financing (including any refinancing of the same) in which Fort Lupton participates. The terms of Section 8 are not in effect at such times as there is no outstanding WGFP Financing in which Fort Lupton participates.

The effective date and terms of each Section of this Contract are provided in Section 5.1.

AGREEMENT

THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the parties agree as follows:

PART I – CONTRACT DEFINITIONS

1. **Definitions.** The following definitions shall apply to this Contract unless expressly modified herein.
 - 1.1. **"Acre-foot"** means 43,560 cubic feet of water.
 - 1.2. **"Capital C&E Funding Cash Payment"** means the payment by Fort Lupton of any Capital C&E Funding Obligations in cash to the WGFP Enterprise.
 - 1.3. **"Capital C&E Funding Obligations"** means Fort Lupton's pro rata obligation, based on the WGFP Participation Percentages, to fund Capital C&E, which obligation shall equal the product of the Capital C&E multiplied by Fort Lupton's WGFP Participation Percentage. For reference purposes, each WGFP Allottee's Capital C&E Funding Obligation for Initial C&E pursuant to Section 6.2.1 is set forth in **Exhibit A** opposite each WGFP Allottee's name, which exhibit the WGFP Enterprise may update from time to time as needed. For reference purposes, the amount of each WGFP Allottee's Capital C&E Funding Obligations for any additional Capital C&E under Sections 6.2.2 and 6.2.3 will be set out in **Exhibit B** (with separate tables for each additional Capital C&E), which exhibit the WGFP Enterprise may update from time to time as needed. Fort Lupton may fulfill its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof.

- 1.4. **“Carriage Contract”** means that Amendatory Contract, 2014 Contract No. 15XX650003, entered into on December 19, 2014, between the Subdistrict, the District, and the United States of America for the purpose of utilizing the unused capacity of the facilities of the Colorado–Big Thompson Reclamation Project for the carriage of Windy Gap Project Water, and any subsequent amendments or successor contracts for the same purpose.
- 1.5. **“C-BT Project Water”** means water from the Colorado–Big Thompson Reclamation Project.
- 1.6. **“Chimney Hollow Reservoir”** means that reservoir to be located in Sections 4, 5, 8, and 9, T4N, R70W, and Sections 33 and 34, T5N, R70W, 6th P.M., Larimer County, Colorado, and generally described in the U.S. Bureau of Reclamation Record of Decision, together with supporting documents, for the WGFP.
- 1.7. **“Contract”** means this contract.
- 1.8. **“Costs and Expenses” or “C&E”** means any and all costs and expenses incurred for the WGFP, all of which are encompassed by one of the following defined terms:
 - 1.8.1. **“Capital C&E”** means and includes any and all Initial C&E, Completion C&E, and Future Extraordinary C&E, including if applicable any and all WGFP Financing Costs associated with the same.
 - 1.8.1.1. **“Initial C&E”** means the WGFP Enterprise’s initial estimated costs of construction and completion of the WGFP with approximately 90,000 acre-feet of usable water storage capacity to be funded by the WGFP Allottees under Section 6.2.1.
 - 1.8.1.2. **“Completion C&E”** means the WGFP Enterprise’s costs in excess of Initial C&E, if any, that are necessary for the construction and completion of the WGFP with approximately 90,000 acre-feet of usable water storage capacity to be funded by the WGFP Allottees under Section 6.2.2.
 - 1.8.1.3. **“Future Extraordinary C&E”** means the WGFP Enterprise’s costs of any individual repair, replacement, rehabilitation, improvement, or regulatory compliance activities incurred after Initial C&E and Completion C&E that are required to be undertaken under Section 6.2.3 for the continued safe operation of the WGFP and that, because of the large amount of such costs, cannot be paid (1) using the Operating Reserve Fund or (2) by the WGFP Allottees through an annual payment for Operating C&E.
 - 1.8.2. **“Operating C&E”** means any and all costs, exclusive of Initial C&E, Completion C&E, and Future Extraordinary C&E, incurred by the WGFP Enterprise (1) to administer, operate, maintain, repair, replace, rehabilitate, and improve the WGFP; (2) attributable to the delivery and storage of water in Chimney Hollow Reservoir that are not paid pursuant to a WGFP

Allottee's Windy Gap Project allotment contract, including, without limitation, pumping costs, carriage costs, and power interference costs; and (3) to meet regulatory requirements associated with the WGFP. Operating C&E specifically includes any and all "Costs and Expenses" that are not Capital C&E that may accrue after execution of this Contract.

- 1.9. **"Default"** means any event described in Sections 5.3.1 and 8.10 hereof.
- 1.10. **"District"** means the Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado created under and having the powers provided in the Water Conservancy Act, C.R.S. §§ 37-45-101 *et seq.*
- 1.11. **"Enterprise Board"** means the Board of Directors of the WGFP Enterprise.
- 1.12. **"Final Default"** has the meaning provided in Section 5.3.5.
- 1.13. **"Financing Document"** means any indenture, trust agreement, loan agreement, installment purchase agreement, or other financing document entered into by the WGFP Enterprise in connection with any WGFP Financing Obligation (as defined in Section 8.2).
- 1.14. **"Fiscal Year"** means the fiscal year of the WGFP Enterprise, which currently begins on October 1 of each calendar year and ends on September 30 of each calendar year, or such other twelve-month period which may be designated by the WGFP Enterprise as its Fiscal Year.
- 1.15. **"Interim Agreements"** means previously executed agreements between Fort Lupton or the City of Fort Lupton and the WGFP Enterprise under which Fort Lupton or the City of Fort Lupton agreed to pay a pro rata portion, based on the WGFP Participation Percentages, for the operation, maintenance, legal, administrative, improvement, and other costs of developing the WGFP before execution of this Contract.
- 1.16. **"Liquidity Fund"** means a reserve fund established under Section 8.4.1.
- 1.17. **"Loan Allottee Financing Obligation"** means the obligation of a Loan Allottee to pay a percentage of the total WGFP Financing Costs (as defined in Section 8.2) that is equal to the Loan Allottee's WGFP Financing Participation Percentage.
- 1.18. **"Operating Costs & Reserves"** means, collectively, Operating C&E and the amounts required to be deposited into the Operating Reserve Fund and such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E (if any) pursuant to Section 6.1.2.
- 1.19. **"Operating Fund"** means a fund established to provide for the payment of the Operating C&E of the WGFP.
- 1.20. **"Operating Reserve Fund"** means a reserve fund established to provide for the payment of Operating C&E if the moneys contained in the Operating Fund are

insufficient to make such payments. The Operating Reserve Fund shall be maintained such that the amount of money in the fund shall equal the aggregate of two years of Operating C&E, as estimated by the WGFP Enterprise based on a five-year rolling average (except in the first five years of the Operating Reserve Fund's existence, during which time the WGFP Enterprise will estimate based on available information) and taking into consideration the WGFP Enterprise's reasonable expectations as to future Operating C&E.

- 1.21. **"Prepositioned C-BT Project Water"** means C-BT Project Water stored in Chimney Hollow Reservoir pursuant to the Carriage Contract.
- 1.22. **"Prepositioned Windy Gap Project Water"** means Windy Gap Project Water stored in Chimney Hollow Reservoir as the result of C-BT Prepositioning pursuant to the Carriage Contract.
- 1.23. **"Subdistrict"** means the Municipal Subdistrict, Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado created under and having the powers provided in the Water Conservancy Act, C.R.S. §§ 37-45-101 *et seq.*
- 1.24. **"Water Year"** means the period from October 1 of one calendar year through September 30 of the next succeeding calendar year.
- 1.25. **"WGFP Allotment"** means the quantity of capacity in the WGFP, expressed in "WGFP Units," granted to Fort Lupton by this Contract, or if the context requires, granted to each WGFP Allottee by WGFP Allotment Contracts. Each WGFP Allottee's WGFP Allotment is shown in **Exhibit A**. A WGFP Allotment does not include an allotment of Windy Gap Project Water, which is granted by the Subdistrict in separate Windy Gap Project allotment contracts.
- 1.26. **"WGFP Allotment Contract"** means any contract between the WGFP Enterprise and a WGFP Allottee for a WGFP Allotment, including this Contract if the context requires.
- 1.27. **"WGFP Allottee"** means each entity that holds a WGFP Allotment pursuant to a WGFP Allotment Contract, including Fort Lupton. **Exhibit A** lists all current WGFP Allottees.
 - 1.27.1. **"Cash Allottee"** means a WGFP Allottee that, under Section 6.2, satisfies all or a portion of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments pursuant to Section 7. A WGFP Allottee is a Cash Allottee to the extent that it satisfies its Capital C&E Funding Obligation through Capital C&E Funding Cash Payments, and then only for the term of any payments of Capital C&E using proceeds from Capital C&E Funding Cash Payments made by such WGFP Allottee.
 - 1.27.2. **"Loan Allottee"** means a WGFP Allottee that, under Section 6, satisfies all or a portion of its Capital C&E Funding Obligation through participation in a WGFP Financing pursuant to Section 8. A WGFP Allottee is a Loan Allottee to the extent that it satisfies its Capital C&E Funding Obligation

through participation in WGFP Financing, and then only during the term of such WGFP Financing.

- 1.28. **“WGFP Completion”** means the determination pursuant to Section 3.3 of this Contract.
- 1.29. **“WGFP Enterprise”** has the meaning assigned to the term in the introductory paragraph of this Contract.
- 1.30. **“WGFP Financing”** means a financing by the WGFP Enterprise of Capital C&E through one or more loans, lines of credit, notes, bond issues, or other forms of indebtedness, and any refinancing of the same, on behalf of the Loan Allottees participating in such WGFP Financing. WGFP Financing includes the CWCB Loan (as defined in Section 8.2) and any other lien borrowings that may be subordinated to other financing.
- 1.31. **“WGFP Financing Participation Percentage”** means the quotient of a Loan Allottee’s Capital C&E Funding Obligations that are to be paid through a WGFP Financing divided by the total amount of Capital C&E Funding Obligations to be paid by the WGFP Allottees through a WGFP Financing. To the extent a WGFP Allottee is a Loan Allottee for the Initial C&E, the WGFP Allottee’s WGFP Financing Participation Percentage that is applicable to the WGFP Financing for such Initial C&E is set forth in **Exhibit A** opposite each WGFP Allottee’s name. The amount of each WGFP Allottee’s WGFP Financing Participation Percentage that is applicable to additional Capital C&E under Sections 6.2.2 and 6.2.3 will be set out in **Exhibit B**.
- 1.32. **“WGFP Participation Percentage”** means the quotient of the number of WGFP Units held by a WGFP Allottee divided by the total number of WGFP Units, as such WGFP Participation Percentage may be modified in accordance herewith. The WGFP Participation Percentages for each WGFP Allottee are set forth in **Exhibit A** opposite each WGFP Allottee’s name.
- 1.33. **“WGFP Unit”** means 1/90,000th of the usable water storage and conveyance capacity in the WGFP. There are 90,000 WGFP Units total.
- 1.34. **“Winding-Up Agent”** means the agent appointed by the Enterprise Board in accordance with Section 3.4 hereof.
- 1.35. **“Winding-Up Resolution”** means a resolution adopted by the Enterprise Board in accordance with and after making the determination required by Section 3.4.
- 1.36. **“Windy Gap Firming Project”** or **“WGFP”** means Chimney Hollow Reservoir and related or ancillary features constructed, operated and maintained by the WGFP Enterprise for the purpose of providing storage and delivery of water for use pursuant to WGFP Allotment Contracts.
- 1.37. **“Windy Gap Project”** means that project (including the acquisition and perfection of water rights) constructed by the Subdistrict for the diversion, carriage, and delivery of water from the Colorado River pursuant to the Carriage Contract.

- 1.38. **“Windy Gap Project Water”** means water from the Windy Gap Project and also is referred to in the Windy Gap Project allotment contracts as “Subdistrict water.” Storage and conveyance of Windy Gap Project Water in the WGFP does not change such water’s status as Windy Gap Project Water.

PART II – PROVISIONS APPLICABLE TO ALL WGFP ALLOTTEES

2. **Allotment of WGFP Units.** The WGFP Enterprise hereby allots and confirms to Fort Lupton a WGFP Allotment of 1103 WGFP Units commencing as of the date of execution of this Contract and for so long thereafter as Fort Lupton fully complies with all the terms, conditions and obligations hereinafter set forth. This WGFP Allotment is subject to C.R.S. § 37-45-101 *et seq.*, C.R.S. § 37-45.1-101 *et seq.*, the Carriage Contract, and the rules and regulations of the WGFP Enterprise, as may be established or amended from time to time. This Allotment is a complete substitute for the grant to Fort Lupton of rights in the WGFP in any prior or current Interim Agreements between the WGFP Enterprise and Fort Lupton. For reference purposes, each WGFP Allottee’s WGFP Allotment is shown in **Exhibit A**.
3. **Construction and Completion of WGFP.**
- 3.1. **Obligation of WGFP Enterprise to Construct and Complete the WGFP.** The WGFP Enterprise agrees to diligently pursue the WGFP in good faith and to pursue the construction, completion, and operation of the WGFP provided that the WGFP Allottees provide all required funding under their respective WGFP Allotment Contracts, the WGFP Enterprise has the ability, and the WGFP is feasible and practical. By entering into this Contract and accepting payments from Fort Lupton, the WGFP Enterprise does not warrant that it will construct and complete the WGFP.
- 3.2. **Prior Agreements.** All prior Interim Agreements and amendments thereto, including the 5th Amendment to the 5th Interim Agreement, dated _____, 2020, are terminated and of no further force and effect upon the effective date of this Contract under Section 5.1. Any unexpended funds made available to the WGFP Enterprise pursuant to such Interim Agreements shall be transferred into the Operating Fund and credited by the WGFP Enterprise to amounts payable by Fort Lupton under this Contract for Operating C&E, or into the Operating Reserve Fund.
- 3.3. **WGFP Completion.** The WGFP shall be deemed to be complete for purposes of this Contract upon the Colorado State Engineer’s final certification of Chimney Hollow Reservoir for storage of water to its full capacity.
- 3.4. **WGFP Termination Before WGFP Completion.** The WGFP may be terminated before WGFP Completion in the following manner:
- 3.4.1. If the Enterprise Board determines that the WGFP will be terminated before WGFP Completion because of infeasibility, impracticality, inability, or failure of the WGFP Allottees to fund the WGFP as provided in Section 3.1, it shall first adopt a WGFP Winding-Up Resolution.

- 3.4.2. Upon the adoption of a WGFP Winding-Up Resolution by the Enterprise Board under Section 3.4.1, and consistent with the rights, if any, of Larimer County, the WGFP Enterprise shall first offer to the Subdistrict to sell to it, at fair market value as determined by a majority of a panel of three licensed appraisers (one selected by the WGFP Allottees, one selected by the Subdistrict, and the third selected by these two selected appraisers), (1) the Chimney Hollow Reservoir site, (2) any partially constructed or completed physical works or assets that divert water into or release water from the Chimney Hollow Reservoir site, and (3) any other non-physical rights, interests, or obligations related to the WGFP. If the Subdistrict accepts such offer for any or all of the offered interests, then it shall close upon such interests within 180 days of the appraiser panel's determination of fair market value. The WGFP Enterprise and Fort Lupton specifically agree that the Subdistrict is a third-party beneficiary to this Contract for purposes of this Section 3.4.2 and Section 5.10.
- 3.4.3. Upon adoption of a Winding-Up Resolution by the Enterprise Board, the Enterprise Board shall appoint a WGFP Winding-Up Agent. The WGFP Winding-Up Agent shall, upon expiration of the time for the Subdistrict to accept the offer described in Section 3.4.2 above, prepare a plan for disposition of WGFP, and upon approval of the Enterprise Board, implement the disposition of WGFP assets pursuant to the plan, including the disposition of unexpended and unobligated funds of the WGFP Enterprise. Non-cash assets shall be liquidated by the Winding-Up Agent in a commercially reasonable manner. Proceeds from the disposition of WGFP Enterprise assets and any other cash or cash equivalents then held by the WGFP Enterprise shall be first used, based on the WGFP Participation Percentages, to distribute cash to the WGFP Allottees that satisfied their Capital C&E Funding Obligations through Capital C&E Funding Cash Payments and to repay debts of the WGFP Enterprise incurred for WGFP Financing; provided, however, that any moneys contributed by a Cash Allottee and held at the time of winding-up in such Cash Allottee's subaccount in a fund or reserve fund established under Section 6.1, or in such Cash Allottee's Escrow Fund under Section 7 and the terms of such Cash Allottee's Escrow Agreement, shall not be used to repay debts of the WGFP Enterprise incurred for WGFP Financing. Any remaining funds shall then be distributed to the WGFP Allottees based on their respective WGFP Participation Percentages. Fort Lupton shall be entitled to copies of any work products developed by the WGFP Enterprise or its consultants on behalf of the WGFP Allottees, and the WGFP Enterprise shall convey to Fort Lupton, as a tenant in common with all other WGFP Allottees who are not in Default of their respective WGFP Allotment Contracts, a pro rata interest in all real and personal property remaining after implementation of the plan for disposition of WGFP Assets pursuant to this Section 3.4.
- 3.4.4. Upon completion of the winding-up process described in this Section 3.4, the Enterprise Board shall adopt a resolution of termination of the WGFP. Upon the adoption of such resolution, all WGFP Allotments shall be terminated.

4. WGFP Operation After WGFP Completion.

- 4.1. **Use of WGFP Allotment.** Fort Lupton agrees that its WGFP Allotment shall only be used for the storage and delivery of Windy Gap Project Water to which Fort Lupton is entitled, storage of Prepositioned C-BT Project Water under the terms of the Carriage Contract, or storage and delivery of such other legally available water as the Enterprise Board shall authorize for storage and delivery in the WGFP, which authorization shall not be unreasonably withheld. Fort Lupton's receipt and use of Windy Gap Project Water also is subject to the Carriage Contract and Fort Lupton's Windy Gap Project allotment contract(s). Fort Lupton shall have the right to assign or otherwise agree to the use of Fort Lupton's WGFP Allotment by one or more WGFP Allottees.
- 4.2. **Prepositioning.** The Subdistrict shall have the right to preposition C-BT Project Water in any portion of the WGFP not used by Fort Lupton for the storage of water in Fort Lupton's WGFP Allotment under Section 4.1. Prepositioned C-BT Project Water shall become Prepositioned Windy Gap Project Water when Windy Gap Project Water is available and designated for storage in Chimney Hollow Reservoir. Prepositioned C-BT Project Water shall be allocated to WGFP Allottees that have ordered and paid for the delivery of Windy Gap Project Water into Chimney Hollow Reservoir in the then current Water Year. Further details of allocation of Prepositioned C-BT Project Water will be developed in the operating criteria described in Section 4.7.
- 4.3. **Estimate of Charges.** The WGFP Enterprise shall furnish Fort Lupton with an estimated statement of anticipated C&E required to be paid in the following year under this Contract on or before the last business day in August of each year, which statement may be used by Fort Lupton for budgeting purposes.
- 4.4. **Estimated Demand and Delivery Schedule.** On or before the last business day in September of each year, Fort Lupton shall provide the WGFP Enterprise with an estimated demand and delivery schedule for Windy Gap Project Water that will be stored in or delivered from the WGFP for the following Water Year, which schedule will be used by the WGFP Enterprise for purposes of submitting a proposal to the U.S. Bureau of Reclamation in accordance with the Carriage Contract. The schedule shall contain the time, delivery points, and quantities of water which Fort Lupton estimates it shall require. This schedule may be modified from time to time as the need warrants within the physical capabilities of the C-BT Project, Windy Gap Project, and WGFP.
- 4.5. **Billing Statement.** On or before the last business day of December of each year, the WGFP Enterprise shall render a billing statement to Fort Lupton for C&E required to be paid in the following year under this Contract. The billing statement shall be based upon actual C&E incurred by the WGFP Enterprise during the current Water Year and planned C&E for the upcoming Water Year. Any credit from the previous Water Year or any additional C&E from the previous Water Year shall be included in the billing statement rendered. Each billing statement shall be accompanied by reasonable supporting documentation showing the basis and derivation of C&E shown in the billing statement. After receipt of the billing

statement, Fort Lupton shall pay the net C&E charges shown on the billing statement of estimated C&E on or before the last business day of January of the succeeding calendar year.

- 4.6. **Billing Statement Dispute Resolution.** If Fort Lupton disputes the correctness of any billing statement by the WGFP Enterprise, it shall pay the WGFP Enterprise the full amount billed when due and shall, before or contemporaneously with such payment, inform the WGFP Enterprise that such payment is made wholly or partially under protest and request an explanation of the billing statement from the WGFP Enterprise. If the bill is determined to be incorrect, the WGFP Enterprise shall issue a corrected billing statement to Fort Lupton. Any overpayment shall be refunded to Fort Lupton within sixty (60) days. If the WGFP Enterprise and Fort Lupton fail to agree on the correctness of a bill within one hundred twenty (120) days after Fort Lupton gives notice to the WGFP Enterprise that a payment is made wholly or partially under protest, then the parties may agree to submit the dispute to binding arbitration or, failing such agreement, proceed to protect and enforce their respective rights by appropriate judicial proceeding.
- 4.7. **Operating Criteria.** Fort Lupton acknowledges and understands that the storage and delivery of water in the WGFP will require and will be implemented pursuant to operating criteria agreed upon between the WGFP Allottees and the WGFP Enterprise that will address additional operational, financial, and other details of the WGFP. Fort Lupton's WGFP Allotment will be operated on substantially the same terms as all other WGFP Allottees. The operating criteria shall not modify or amend this Contract or result in a material adverse effect on Fort Lupton's rights under this Contract to control its WGFP Allotment, or its ability to have water diverted into, stored in, or released from the WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees.
- 4.8. **Delivery Points.** The WGFP Enterprise's liability and responsibility to Fort Lupton to deliver a quantity of water ordered for delivery by release from the WGFP under this Contract shall end and cease at the moment that such quantity of water is released out of WGFP structures or facilities. The WGFP Enterprise agrees to cooperate with Fort Lupton in the coordination and accomplishment of conveyance and delivery of water from that point to Fort Lupton through structures or facilities not owned by the WGFP Enterprise.
- 4.9. **Capacity Limitations.** In the event that orders of water from the WGFP exceeds available delivery capacity at any WGFP structure or facility, the available capacity at such structure or facility shall be allocated between the WGFP Allottees requiring delivery through such structure or facility in proportion to their respective WGFP Participation Percentages.
5. **Other General Terms.**
- 5.1. **Effective Date and Term.** No provision of this Contract shall take effect until each WGFP Allottee identified in **Exhibit A** duly authorizes, executes, and delivers to the WGFP Enterprise its respective WGFP Allotment Contract, and the WGFP Enterprise duly authorizes, executes, and delivers to the WGFP Allottees their respective WGFP Allotment Contracts. Sections 1, 2, 4, 5, and 6 of this Contract

shall be perpetual unless terminated pursuant to this Contract. Section 3 shall be in effect until WGFP Completion. Section 7 of this Contract shall be in effect during the term of any payments of Capital C&E using proceeds from Capital C&E Funding Cash Payments made by such WGFP Allottee. Section 8 of this Contract shall be in effect during the term of any WGFP Financing in which Fort Lupton participates.

5.2. Transfer of a WGFP Allotment.

5.2.1. **Transfer to Existing WGFP Allottee.** Subject to the terms and conditions set forth in any Financing Documents, the Enterprise Board shall approve a requested transfer of WGFP Units constituting all or a portion of Fort Lupton's WGFP Allotment to one or more other WGFP Allottees that have a WGFP Allotment as of the time of the transfer if the Enterprise Board determines that (1) the WGFP Allottee receiving the additional WGFP Units has an existing or future need for additional WGFP Units, (2) the WGFP Allottee receiving the additional WGFP Units has sufficient financial capacity, and (3) the transfer will not create a material risk under applicable law.

5.2.2. **Transfer to Other Parties.** Fort Lupton may transfer all or a portion of its WGFP Allotment to an entity that will use the WGFP Allotment within the Subdistrict that is not an existing WGFP Allottee at the time of the proposed transfer but that holds, or has the legal ability to acquire, an allotment of Windy Gap Project Water with the approval, in its discretion, of the Enterprise Board; provided, however, that the Enterprise Board shall disclose, in writing, the basis for a decision to not approve a proposed transfer under this Section 5.2.2.

5.2.3. If Fort Lupton, with approval of the Enterprise Board as required by this Section 5.2, transfers a part of its WGFP Allotment to another entity, then Fort Lupton shall be relieved of its obligations hereunder to the extent of said transfer, except as otherwise provided herein, specifically including in Section 8. If Fort Lupton, with approval of the Enterprise Board as required by this Section 5.2, transfers all of its WGFP Allotment to another entity, then Fort Lupton shall no longer participate in the WGFP and Fort Lupton shall be relieved of its obligations, except as otherwise provided herein, specifically including in Section 8.

5.3. Default.

5.3.1. **Event of Default.** An event of Default shall occur upon any breach of this Contract, including, without limitation:

5.3.1.1. Capital C&E Funding Cash Payments. The failure of Fort Lupton to pay when due amounts payable pursuant to Sections 6.2 and 7 of this Contract for Initial C&E. As provided in Section 6.2.2.1, if Fort Lupton elects to pay its Capital C&E Funding Obligations for Completion C&E or Future Extraordinary C&E under this Contract through Capital C&E Funding Cash

Payments, then failure to timely make its Capital C&E Funding Cash Payment for such Completion C&E or Future Extraordinary C&E after so electing shall not constitute an event of Default, but in such event Fort Lupton shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E or Future Extraordinary C&E through participation in a WGFP Financing in the same manner as provided in Section 6.2.2.2 and Section 8.

- 5.3.1.2. WGFP Financing. The failure of Fort Lupton to pay when due amounts payable pursuant to Sections 6.2 and 8 of this Contract.
 - 5.3.1.3. Operating Costs & Reserves. The failure of Fort Lupton to pay when due amounts payable pursuant to Section 6.3 of this Contract.
 - 5.3.1.4. The violation of C.R.S. § 37-45-101 *et seq.*, C.R.S. § 37-45.1-101 *et seq.*, or the rules and regulations of the WGFP Enterprise, as may be established or amended from time to time.
- 5.3.2. **Notice of Default.** Upon a Default, the WGFP Enterprise in the case of a Default by Fort Lupton, or Fort Lupton in the case of a Default by the WGFP Enterprise, shall give the defaulting party and all other WGFP Allottees written notice of the Default in accordance with Section 5.16 and, if applicable, Section 5.4.3 or Section 5.5.4, on or before the first business day of March following the Default.
- 5.3.3. **Use of WGFP Allotment While in Section 5.3.1 Default.** Beginning on the day notice is received under Section 5.3.2 and continuing for so long as Fort Lupton is in Default under this Section 5.3, Fort Lupton may place water into storage in its WGFP Allotment but shall have no rights to take water out of storage from or otherwise use any water stored therein; provided, however, that if Fort Lupton is in Default under Section 5.3.1.4 for violation of a rule or regulation of the WGFP Enterprise and such rule or regulation authorizes a WGFP Allottee to take water out of storage from or otherwise use any water stored in its WGFP Allotment during the term of any Default for violation of the rule or regulation, those terms of the rule or regulation shall control. Fort Lupton may continue to use and exercise its rights in the Windy Gap Project during any time it is in Default under this Section 5.3. Water in storage under Fort Lupton's WGFP Allotment shall continue to be assessed evaporative and other losses during any period of Default under this Section 5.3. The Subdistrict may continue to use the WGFP Allotment of Fort Lupton under this Section 5.3.3 for storage of Prepositioned C-BT Project Water; however, other WGFP Allottees shall have no right to use the WGFP Allotment of Fort Lupton under this Section 5.3.3 for the term of the Default. Upon Fort Lupton's cure of its Default under Section 5.3.4, Fort Lupton's rights to use its WGFP Allotment and any water stored therein shall be restored, subject to any operational limitations that may exist.

- 5.3.4. **Cure.** For events of Default other than those Defaults under Sections 5.3.1.1 (Capital C&E Funding Cash payments), 5.3.1.2 (WGFP Financing payments), and 5.3.1.3 (payments of and into Operating Costs & Reserves), Fort Lupton or the WGFP Enterprise, as the case may be, shall have 60 days from receipt of a Notice of Default given under Section 5.3.2. to cure a Default by performance or acceptance by the non-defaulting party of an alternate means of or plan for cure of the Default. In the case of a proposed alternate means of or plan for cure of a Default by Fort Lupton, the WGFP Enterprise shall give notice of the proposed alternate means or plan for cure to all other WGFP Allottees before taking formal action rejecting or accepting the same. A non-defaulting party's acceptance of a plan for cure of a Default under this Section 5.3.4 shall not constitute a waiver of any rights, claims, defenses, or remedies under this Contract. Fort Lupton's rights to cure events of Default under (1) Sections 5.3.1.1 and 5.3.1.2 are as provided in Section 5.4.5 and (2) Section 5.3.1.3 are as provided in Section 5.5.5.
- 5.3.5. **Final Default.** For events of Default other than those Defaults under Sections 5.3.1.1 (Capital C&E Funding Cash payments), 5.3.1.2 (WGFP Financing payments), and 5.3.1.3 (payments of and into Operating Costs & Reserves), a Final Default shall occur upon (i) the expiration of the period for cure of a Default if Fort Lupton or the WGFP Enterprise, as the case may be, does not cure the Default or the non-defaulting party does not accept, within the period for cure, a plan for an alternate means of or plan for cure of the Default, or (ii) failure of Fort Lupton or the WGFP Enterprise, as the case may be, to perform under a duly accepted alternate means of or plan for cure of the Default. Notice of a Final Default under this Section 5.3.5 shall be given to the WGFP Enterprise and all WGFP Allottees no later than the first business day of the first February after the cure period terminates. Final Default with respect to events of Default under (1) Sections 5.3.1.1 and 5.3.1.2 shall occur as provided in Section 5.4.6, and (2) Section 5.3.1.3 shall occur as provided in Section 5.5.6.
- 5.3.6. **Consequences of Final Default.** The consequences of Final Default shall be as specified in this Contract.
- 5.3.6.1. Capital C&E Funding Cash Payments. The consequence of Fort Lupton's Final Default under Section 5.3.1.1 shall be as described in Section 5.4 of this Contract.
- 5.3.6.2. WGFP Financing. The consequence of Fort Lupton's Final Default under Section 5.3.1.2 shall be as described in Section 5.4 of this Contract.
- 5.3.6.3. Operating Costs & Reserves. The consequence of Fort Lupton's Final Default under Section 5.3.1.3 shall be as described in Section 5.5 of this Contract.

- 5.3.6.4. The consequence of Fort Lupton's Final Default for any breach of this Contract other than a failure to pay amounts due under this Contract shall be as described in Section 5.5.6 and Section 5.5.7 of this Contract, except that Final Defaults for violations of the rules and regulations of the WGFP Enterprise shall be remedied as provided in such rules and regulations and shall result in forfeiture and termination of Fort Lupton's WGFP Allotment in accordance with Section 5.5.6 and Section 5.5.7 only if the violated rule or regulation so provides.
- 5.3.6.5. A Final Default by Fort Lupton shall not terminate any obligation to pay amounts due under this Contract as established by Sections 6, 7, and 8 of this Contract.
- 5.3.6.6. Upon a Final Default for any breach of this Contract by the WGFP Enterprise, Fort Lupton and the WGFP Enterprise agree to confer in good faith to attempt to resolve the Final Default, and if conferral fails to resolve the Final Default, then to participate in nonbinding mediation.
- 5.3.7. **Enforcement of Remedies.** In addition to the other remedies set forth herein, including in this Section 5.3, upon the occurrence of a Final Default as defined herein, the WGFP Enterprise or Fort Lupton, as the case may be, shall be entitled to proceed to protect and enforce the rights vested in such party by this Contract by such appropriate judicial proceeding as such party shall deem most effectual, either by action of law or by suit in equity, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested in such party by this Contract or by law, and the prevailing party shall be entitled to an award of its reasonable costs and attorney fees.
- 5.4. **Default on Capital C&E Funding Obligations Under Sections 5.3.1.1 and 5.3.1.2**
 - 5.4.1. **Capital C&E Funding Obligations Default.** Failure of Fort Lupton to pay amounts due under Section 6.2 and in accordance with Section 7 or Section 8, as applicable, shall constitute an event of Default under Section 5.3.1.1 or Section 5.3.1.2, as applicable.
 - 5.4.2. **Grace Period.** If Fort Lupton is in Default under Section 5.4.1 and fully pays its defaulted payments within 30 days after such payments are due, then Fort Lupton shall no longer be considered in Default under Section 5.4.1 and no interest, penalties, or other Default obligations or consequences shall attach.
 - 5.4.3. **Notice of Default.** On the first business day after the grace period under Section 5.4.2 runs, the WGFP Enterprise shall notify each WGFP Allottee of the names of all WGFP Allottees, if any, in Default under Section 5.4.1.

- 5.4.4. **WGFP Financing Liquidity Fund.** For each Loan Allottee in Default under Section 5.4.1, the WGFP Enterprise shall on the first business day after the grace period under Section 5.4.2 runs apply such Loan Allottee's Liquidity Fund to cover that Loan Participant's defaulted payment.
- 5.4.5. **Cure Period.** Fort Lupton has until the last business day of January of the succeeding calendar year to cure any Default under Section 5.4.1. A Loan Allottee cures a Default under Section 5.4.1 by reimbursing the Liquidity Fund, plus a late-fee penalty of 5%, and by reimbursing any other expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. A Cash Allottee cures a Default under Section 5.4.1 by paying the defaulted Capital C&E Funding Cash Payment and reimbursing any expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. If Fort Lupton timely cures a Default under this Section 5.4.5, then no part of Fort Lupton WGFP Allotment shall be forfeited and reallocated under Section 5.4.6.
- 5.4.6. **Final Default; Penalties and Reallocation of WGFP Allotment.** If Fort Lupton does not timely cure a Default under Section 5.4.5, then Final Default shall be deemed to have occurred and all or a portion of Fort Lupton's WGFP Allotment shall be permanently forfeited and reallocated as follows:
- 5.4.6.1. For purposes of this Section 5.4.6, to the extent that Fort Lupton is a Loan Allottee for Initial C&E and Completion C&E (if any) and in Default under Section 5.3.1.2, "**Vested Allotment**" shall mean that proportion of Fort Lupton's WGFP Allotment attributable to its participation in a WGFP Financing for Initial C&E and Completion C&E (if any) that is equal to the quotient of the amount of its Capital C&E Funding Obligations (not including WGFP Financing Costs other than principal) paid by Fort Lupton immediately prior to the date of the Default under Section 5.4.1 divided by the total amount of Fort Lupton's Capital C&E Funding Obligations for Initial C&E and Completion C&E (if any) satisfied through participation in a WGFP Financing (not including WGFP Financing costs other than principal), rounded down to the nearest whole WGFP Unit; and "**Unvested Allotment**" shall mean the remainder of Fort Lupton's WGFP Allotment attributable to Fort Lupton's participation in a WGFP Financing for Initial C&E and Completion C&E (if any).
- 5.4.6.2. For purposes of this Section 5.4.6, to the extent that Fort Lupton is a Cash Allottee for Initial C&E and in default under Section 5.3.1.1, "**Vested Allotment**" shall mean that proportion of Fort Lupton's WGFP Allotment attributable to its satisfaction of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments that is equal to the quotient of the amount of such Capital C&E Funding Obligations for Initial C&E paid by Fort Lupton through Capital C&E Funding Cash

Payments, if any, immediately prior to the date of the Default under Section 5.4.1 divided by the total amount of such WGFP Allottee's Capital C&E Funding Obligations for Initial C&E satisfied through Capital C&E Funding Cash Payments, rounded down to the nearest whole WGFP Unit; and "**Unvested Allotment**" shall mean the remainder of Fort Lupton's WGFP Allotment attributable to Fort Lupton's satisfaction of such Capital C&E Funding Obligations through Capital C&E Funding Cash Payments.

- 5.4.6.3. Upon Fort Lupton's satisfaction of all Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 and Completion C&E under Section 6.2.2, Fort Lupton's "Vested Allotment" shall be considered to be all (100%) of Fort Lupton's WGFP Allotment, and any other Capital C&E Funding Obligations for Future Extraordinary C&E under Section 6.2.3 shall have no effect on Fort Lupton's "Vested Allotment."
- 5.4.6.4. A WGFP Allottee in Final Default under this Section 5.4.6 shall forfeit any and all right, title, claim, or interest, whether express or implied, in or to its Unvested Allotment plus fifty percent (50%) of its Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment. The WGFP Enterprise shall give notice to all WGFP Allottees of such forfeiture by the first business day of February of the calendar year in which such forfeiture occurs. Fort Lupton, by executing this Agreement, certifies that it has fully disclosed to the governing body of Fort Lupton the existence and consequence of this Contract, and agrees that but for its acceptance of the forfeiture of a WGFP Allotment pursuant to this Section 5.4.6.4, the WGFP Enterprise would not have entered into this Contract or any other agreement related to WGFP. Fort Lupton waives any and all legal or equitable claims, in any forum, to WGFP, WGFP Allotments, or WGFP assets, or against the WGFP Enterprise, arising out of a Final Default under this Section 5.4 by Fort Lupton. Irrespective of such forfeiture, a WGFP Allottee shall remain liable to the WGFP Enterprise to pay the full amount of its Capital C&E Funding Obligations.
- 5.4.6.5. A defaulting Loan Allottee's forfeited Unvested Allotment and Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment, shall be reallocated under Section 5.4.6.6 to all Loan Allottees that step up in proportion to the amounts each Loan Allottee stepped up thereunder. A defaulting Cash Allottee's forfeited Unvested Allotment and Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment, shall be reallocated to all non-defaulting WGFP Allottees by the WGFP Enterprise under the terms of Section 5.5.7.

5.4.6.6. **Loan Allottee Step-Up.**

5.4.6.6.1. **Voluntary Step-Up.** By March 15 following any Final Default under Section 5.4.6, any Loan Allottee may voluntarily step up to (1) make all or part of the defaulted payment (including replenishment of the Liquidity Fund), and (2) assume the obligation for all future annual debt service and Operating C&E payments for that portion of a defaulting Loan Allottee's obligation. If two or more Loan Allottees volunteer to step up under this Section 5.4.6.6, then each will assume a pro rata portion (based on their respective WGFP Financing Participation Percentages), or agreed upon amount, of the defaulted payment.

5.4.6.6.2. **Mandatory Step-Up.** If not all defaulted payments are covered by Loan Allottees who choose to voluntarily step up under Section 5.4.6.6.1, then for any portion of the defaulted payment not voluntarily assumed under Section 5.4.6.6.1, the following mandatory step-up process is initiated on the first business day of April.

5.4.6.6.3. All Loan Allottees, including all Loan Allottees who voluntarily stepped up under Section 5.4.6.6.1, shall be assessed pro rata, based on the WGFP Financing Participation Percentages of the Loan Allottees not then in Default, to make up the defaulted payment (plus late fees and other expenses) by payment to the WGFP Enterprise on or before the first business day of July and must make all future annual payments for that pro rata portion of the defaulting Loan Allottee's WGFP Allotment.

5.4.6.6.4. For each non-defaulting Loan Allottee, mandatory step-up in any single year under Section 5.4.6.6.2 shall not exceed thirty-five percent (35%) of the Loan Allottee's then-existing Loan Allottee Financing Obligation.

5.5. **Default on Operating C&E Payments Under Section 5.3.1.3.**

5.5.1. **Operating Costs & Reserves Default.** Fort Lupton's failure to fully pay its payments due under Section 6.3.1 by the last business day of January of each calendar year shall constitute an event of Default.

5.5.2. **Operating Reserve Fund to Cover Deficiency.** In the event that Fort Lupton fails to fully and timely pay its pro-rata share of Operating C&E under Section 6.3.1, the WGFP Enterprise may draw upon Fort Lupton's portion of the Operating Reserve Fund or such other reserves as the Enterprise Board may establish and maintain in relation to Operating C&E pursuant to Section 6.1.2 to make up any deficiency as a result of the failure of Fort Lupton to make a payment required under Section 6.3.

- 5.5.3. **Grace Period.** If Fort Lupton is in Default under Section 5.5.1 and fully makes its payments due under Section 6.3 by the last business day of February, then Fort Lupton shall no longer be considered in Default under Section 5.5.1 and no penalties or other Default obligations or consequences shall attach.
- 5.5.4. **Notice of Default.** On the first business day of March of each calendar year, the WGFP Enterprise shall notify Fort Lupton of the names of all WGFP Allottees, if any, whose payments due under Section 6.3 remain in Default after the grace period provided in Section 5.5.3.
- 5.5.5. **Cure.** Fort Lupton may cure a Default under this Section 5.5 by paying, on or before the last business day of January of the succeeding calendar year, an amount equal to (1) any Operating C&E then due or in Default; (2) a late-fee penalty of 1.5% of the amount of Operating C&E in Default for each month in Default after the grace period provided in Section 5.5.3 terminates, which shall be deposited into the Operating Reserve Fund in addition to any other amounts owed to such fund under this Contract; and (3) any other expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. Alternatively, Fort Lupton may cure a Default under this Section 5.5.5 by obtaining the WGFP Enterprise's acceptance, on or before the last business day of January of the succeeding calendar year, of an alternate means of or plan for cure of the Default and thereafter fully performing under such alternate means of or plan for cure; the WGFP Enterprise shall give notice of the proposed alternate means or plan for cure to all other WGFP Allottees before taking formal action rejecting or accepting the same. The WGFP Enterprise's acceptance of a plan for cure of a Default under this Section 5.5.5 shall not constitute a waiver of any rights, claims, defenses, or remedies under this Contract.
- 5.5.6. **Final Default and Forfeiture.** Final Default shall occur if Fort Lupton fails to cure its defaulted payment under Section 5.5.5 by the date provided therein or fails to fully perform under a duly accepted alternate means of or plan for cure of the Default. If Fort Lupton has committed a Final Default under this Section 5.5.6, then Fort Lupton shall completely forfeit any and all right, title, claim, or interest, whether express or implied, in or to WGFP, including, without limitation, any and all WGFP Allotments or rights to WGFP assets under this Contract or any other agreement related to the WGFP. Any water in storage under a forfeited WGFP Allotment at the time of forfeiture shall not be available to the defaulting party and shall be reallocated along with the WGFP Allotment as provided in Section 5.5.7. Fort Lupton, by executing this Contract, certifies that it has fully disclosed to the governing body of Fort Lupton the existence and consequence of this Contract, and agrees that but for its acceptance of the termination of a WGFP Allotment and the consequences of Default, the WGFP Enterprise would not have entered into this Contract or any other agreement related to WGFP. Except for claims of breach under the express terms of this Contract, Fort Lupton waives any and all legal or equitable claims, in any forum, to WGFP, WGFP Allotments, or WGFP Assets, or against the

WGFP Enterprise, arising out of a Final Default under this Contract by Fort Lupton. Irrespective of such termination, Fort Lupton shall remain liable to the WGFP Enterprise to pay the full amount of its Capital C&E Funding Obligations under this Contract. The WGFP Enterprise shall send a notice of forfeiture under this Section 5.5.6 to all WGFP Allottees on the first business day of February in the calendar year in which the cure period terminates.

5.5.7. **Reallocation of Forfeited WGFP Allotment.** WGFP Allotments forfeited under Section 5.3.6.4 or Section 5.5.6 shall be reallocated by the WGFP Enterprise through a sealed-bid auction open to all non-defaulting WGFP Allottees. Auction bids to purchase all or a portion of the forfeited WGFP Allotment shall be submitted to the WGFP Enterprise on or before the first business day of April of the calendar year in which the cure period terminates and the WGFP Allotment is forfeited. In the event that the WGFP Enterprise receives one or more successful bids, closing on the sale of WGFP Allotments to such successful bidders shall occur by the first day in July of the same calendar year. The proceeds of any auction sale shall be applied first to cover the cure amount described in Section 5.5.5, except any monthly penalty, and second to cover any Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment. Any excess proceeds shall be distributed to Fort Lupton, less the monthly penalty provided in Section 5.5.5 if applicable. In the event the proceeds of any auction sale do not cover the cure amount described in Section 5.5.5, except any monthly penalty, and all Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment, the successful bidder(s) purchasing the WGFP Allotment shall pay the deficiency attributable to the amount of WGFP Units purchased at such auction sale.

5.5.7.1. In the event that the entire WGFP Allotment forfeited under Section 5.5.6 is not reallocated through the auction described in Section 5.5.7, the WGFP Enterprise shall in its discretion offer the remaining WGFP Allotment to other entities that are not existing WGFP Allottees at the time of the proposed transfer but that hold an allotment of Windy Gap Project Water. In the event that the WGFP Enterprise's offer is accepted by one or more entities under this Section 5.5.7.1, closing on the sale shall occur by the first business day in September of the same calendar year. The proceeds of any such sale shall be applied first to cover the cure amount described in Section 5.5.5, except any monthly penalty, and second to cover any Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment. Any excess proceeds shall be distributed to Fort Lupton, less the monthly penalty provided in Section 5.5.5 if applicable. In the event the proceeds of any sale under this Section 5.5.7.1 do not cover the cure amount described in Section 5.5.5, except any monthly penalty, and all Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment, the purchaser(s) of the

WGFP Allotment shall pay the deficiency attributable to the amount of WGFP Units purchased.

5.5.7.2. In the event that the entire WGFP Allotment forfeited under Section 5.5.6 is not reallocated through the auction described in Section 5.5.7 or under Section 5.5.7.1, the WGFP Enterprise shall reallocate such remaining WGFP Allotment to the non-defaulting WGFP Allottees pro rata based on the WGFP Participation Percentages. The WGFP Allottees who receive a portion of the reallocated WGFP Allotment under this Section 5.5.7.2 shall pay the amount then owing (except for the monthly cure penalty if applicable) on the WGFP Allotment on or before the first business day of November of the same calendar year in which the WGFP Allotment is forfeited.

5.5.8. If, in a particular Fiscal Year, Fort Lupton is in Default under the terms of this Section 5.5 with respect to payments to cover its pro-rata share of Operating C&E due under Section 6.3.1 and also in Default under the terms of Section 5.4, then the terms of this Section 5.5, and not Section 5.4, shall govern.

5.6. Liability of WGFP Enterprise and Fort Lupton.

5.6.1. **WGFP Enterprise Liability.** Any and all obligations of the WGFP Enterprise that may arise under this Contract, whether financial or otherwise, shall be payable solely from the revenues, income, rents and receipts earned by the WGFP Enterprise. Nothing herein shall be deemed to prevent the WGFP Enterprise from making any payments from any other legally available source. In no event shall the WGFP Enterprise be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the performance of its obligations under this Contract or which would cause the WGFP Enterprise to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, neither the WGFP Enterprise, the Subdistrict, nor the District shall be required to expend any funds or impair any assets of the Subdistrict or the District in the performance of any of the WGFP Enterprise's obligations under this Contract. The obligations of the WGFP Enterprise under this Contract do not constitute a debt or indebtedness of the WGFP Enterprise, the Subdistrict, or the District within the meaning of any constitutional, charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of the WGFP Enterprise, the Subdistrict or the District.

5.6.2. **Allottee Liability.** Any and all obligations of Fort Lupton that may arise under this Contract whether financial or otherwise, shall be payable solely from the revenues, income, rents and receipts earned by Fort Lupton as a utility enterprise. Nothing herein shall be deemed to prevent Fort Lupton from making any payments from any other legally available source. In no event shall Fort Lupton be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the

performance of its obligations under this Contract or which would cause Fort Lupton to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, Fort Lupton shall not be required to expend any funds or impair any assets of its parent entity in the performance of its obligations under this Contract. The obligations of Fort Lupton under this Contract do not constitute a debt, indebtedness or multiple fiscal year obligation of its parent entity within the meaning of any constitutional, charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of Fort Lupton or of its parent entity.

- 5.6.3. Fort Lupton shall not be liable to another WGFP Allottee or to the WGFP Enterprise, and the WGFP Enterprise shall not be liable to the WGFP Allottees, for consequential, indirect, punitive, or special damages arising under this Contract.
- 5.6.4. **Governmental Immunity.** The WGFP Enterprise and Fort Lupton are each relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, defenses, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended from time to time.
- 5.7. **Amendments.** This Contract may be amended only with the written consent of (1) the WGFP Enterprise, (2) at least 75.0% of the WGFP Allottees, and (3) WGFP Allottees that collectively hold at least 75.0% of all WGFP Units; provided, however, that if any WGFP Financing is outstanding, any amendment to this Contract will be subject to the terms and conditions set forth in any Financing Documents; and further provided that this Contract may not be amended without Fort Lupton's written consent in a manner that results in a material adverse impact on the rights of Fort Lupton under this Contract to control its WGFP Allotment or have water diverted into, stored in, or released from the WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees.
- 5.8. **Limitations on Rights of Allottee.** In addition to all the other terms, conditions and covenants contained herein, it is specifically understood and agreed by and between the parties hereto that the rights of Fort Lupton hereunder are subject to the following terms, conditions and limitations, to all intents and purposes as though set forth verbatim herein, and made a part hereof by reference:
 - 5.8.1. The Water Conservancy Act of Colorado, C.R.S. § 37-45-101 *et seq.*;
 - 5.8.2. The water activity enterprise statute, C.R.S. § 37-45.1-101 *et seq.*;
 - 5.8.3. The Carriage Contract; provided that if any amendment to the Carriage Contract is proposed which would affect the right of Fort Lupton to use or reuse its full allotment of Windy Gap Project Water, the approval of such amendment shall first be obtained from Fort Lupton;
 - 5.8.4. The rules, regulations and policies of the Enterprise Board, as may be established and amended from time to time; provided, however, that any such rules, regulations or policies shall not result in a material adverse

impact on the rights of Fort Lupton under this Contract to control its WGFP Allotment or to have water diverted into, stored in, or released from the WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees; and

- 5.8.5. The requirements or conditions of any state or federal law, permits or regulatory approvals for the WGFP.
- 5.9. **Future Participation.** Nothing herein shall be construed in any manner that will obligate Fort Lupton to participate in any future or other project of the Subdistrict or the WGFP Enterprise that is not a part of the WGFP or preclude Allottee from participation therein.
- 5.10. **Third Party Beneficiaries.** Any WGFP Allottee shall have the right as a third-party beneficiary to initiate and maintain suit to enforce the obligations of other WGFP Allottees hereunder. The Subdistrict shall have the right as a third-party beneficiary to initiate and maintain suit to enforce its rights under Section 3.4.2. Except as otherwise provided by this Section 5.10, Section 3.4.2, and Section 8.17, enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the parties.
- 5.11. **Authorization.** Fort Lupton attaches hereto a true and correct copy of Fort Lupton's records authorizing the officers, whose names appear hereon, to enter into this Contract.
- 5.12. **Counterparts.** This Contract may be executed by the WGFP Enterprise and Fort Lupton in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute but one and the same instrument. Facsimile and electronic signatures shall be binding for all purposes.
- 5.13. **Entire Agreement; Merger of Prior Agreements.** This Contract, together with the statutes, contracts, rules, regulations and policies listed in Section 5.8, constitute the entire agreement and understanding of the parties and supersedes all prior agreements and understanding between the parties relating to the subject matter hereof. This Contract may not be interpreted, modified or changed by reference to other documents, understandings or agreements, whether written or oral, unless the interpretation, modification or change is subsequently agreed to in writing by the parties hereto.
- 5.14. **Severability.** If one or more clauses, sentences, Sections, paragraphs or provisions of this Contract shall be held to be unlawful, invalid or unenforceable, the remainder of this Contract shall not be affected thereby.
- 5.15. **Choice of Law; Venue.** This Contract shall be governed by the laws of the State of Colorado, and each party hereto consents and submits to venue in the District Court of Weld County, Colorado.
- 5.16. **Notices.** Notices authorized or required to be given under this Contract shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or

delivered during working hours, to the relevant party's address set forth in **Exhibit C**, or to such other address as a party may provide to the other party and all other WGFP Allottees from time to time. If specified herein, notice required to be given to all WGFP Allottees shall be given to the addresses set forth in **Exhibit C** or to such other addresses as the WGFP Allottees may provide to the WGFP Enterprise and the other WGFP Allottees from time to time.

- 5.17. **Construction Reports and Meetings.** The WGFP Enterprise will provide Fort Lupton with written monthly reports, together with financial reports regarding payment of charges and costs and expenditures during construction of the WGFP, on the progress of construction and the expenditure of funds. In addition, the WGFP Enterprise shall schedule and hold meetings of all WGFP Allottees at the offices of the District at least quarterly at which time the WGFP Enterprise shall present and discuss the financial reports regarding payment of charges and costs by the WGFP Allottees and the expenditure of funds.
- 5.18. **Financial Reporting Requirements; Audits.** The WGFP Enterprise shall furnish to Fort Lupton, as soon as available and in any event within one hundred eighty (180) days after the end of each Fiscal Year, the financial statements of the WGFP Enterprise as of the end of such Fiscal Year, all prepared in accordance with generally accepted accounting principles and in reasonable detail; provided that the WGFP Enterprise shall be in compliance with this reporting requirement when such information is published on the WGFP Enterprise's website or the Municipal Securities Rulemaking Board's Electronic Municipal Marketplace Access System (EMMA), or any service or services established by the Municipal Securities Rulemaking Board (or any of its successors) as a successor to EMMA. Fort Lupton may request an independent audit of the WGFP Enterprise's financial statements for a Fiscal Year (as well as associated WGFP accounting records, supporting documentation, and billings to WGFP Allottees), to be paid for by Fort Lupton, by sending a written audit request to the WGFP Enterprise before the end of the succeeding Fiscal Year. If more than one WGFP Allottee requests an independent audit for a given Fiscal Year, then only one audit shall occur, and the audit shall be paid for by the WGFP Allottees that requested the audit based on their respective WGFP Participation Percentages.
- 5.19. **Most Favored Party.** The terms and provisions of the WGFP Allotment Contracts for each of the WGFP Allottees will be substantially similar and in no event shall the WGFP Enterprise offer an Allotment Contract to another WGFP Allottee with more favorable provisions based on all of the terms and conditions of the WGFP Allotment Contract as a whole without first offering to Fort Lupton the opportunity to amend this Contract to contain such favorable provisions.

6. WGFP Funding.

6.1. Establishment of Funds.

- 6.1.1. In addition to the funds established in Sections 7.4 and Section 8.4, the WGFP Enterprise shall establish and maintain an Operating Fund and an Operating Reserve Fund, with segregated accounts for each WGFP

Allottee, to be used for disbursements to pay for the Operating C&E of the WGFP under the WGFP Allotment Contracts.

- 6.1.2. The WGFP Enterprise may establish and maintain additional reserve funds as it shall determine are necessary for operation, maintenance, repair, replacement, rehabilitation, or improvement of WGFP structures or facilities, with segregated accounts for each WGFP Allottee.
- 6.2. **Payment of Capital C&E Funding Obligations.** Fort Lupton agrees to pay its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments under the terms of Section 7, participation in a WGFP Financing under the terms of Section 8, or a combination thereof.
 - 6.2.1. Initial C&E. The Initial C&E to be funded by the WGFP Allottees shall be \$[XXXXXXXXXX]. Fort Lupton agrees to pay its Capital C&E Funding Obligations for Initial C&E under this Section 6.2.1 through participation in a WGFP Financing under the terms of Section 8. **Exhibit A** indicates each WGFP Allottee's Capital C&E Funding Obligation for such Initial C&E and chosen means of payment for such Initial C&E.
 - 6.2.2. Completion C&E. If the WGFP Enterprise determines that the WGFP Allottees' payment of their respective Capital C&E Funding Obligations to fund Initial C&E under Section 6.2.1 will be depleted and Completion C&E must be incurred to complete construction of the WGFP, then the WGFP Enterprise shall give notice as soon as reasonably practicable to the WGFP Allottees of the need to pay additional Capital C&E Funding Obligations under this Section 6.2, the estimated total amount of Completion C&E to be incurred, and whether the WGFP Enterprise will undertake additional WGFP Financing for the Completion C&E. If the WGFP Enterprise offers the option to participate in additional WGFP Financing, then Fort Lupton shall, within ninety (90) days of such notice, elect in writing to the WGFP Enterprise to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof. If no such election is made, Fort Lupton shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E through participation in a WGFP Financing under Section 6.2.2.2. The WGFP Enterprise will update **Exhibit B** from time to time as needed under this Section 6.2.2.
 - 6.2.2.1. To the extent that Fort Lupton elects to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through Capital C&E Funding Cash Payments, then it shall make such payments in accordance with Section 7 and on substantially the same terms as other WGFP Allottees making Capital C&E Funding Cash Payments, and agrees to execute any documents and agreements necessary to bind Fort Lupton to such terms. If Fort Lupton fails to timely make its Capital C&E Funding Cash Payment for such Completion C&E after so electing, then Fort Lupton shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E through

participation in a WGFP Financing in the same manner as provided in Section 6.2.2.2.

- 6.2.2.2. To the extent that Fort Lupton is obligated to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through participation in a WGFP Financing, then it shall make such payments and participate in such WGFP Financing in accordance with Section 8 and any applicable Financing Document and on substantially the same terms as any other WGFP Allottees participating in the WGFP Financing, and agrees to execute any documents and agreements necessary to bind Fort Lupton to such terms.
- 6.2.3. Future Extraordinary C&E. If the WGFP Enterprise determines that Future Extraordinary C&E must be incurred, then the WGFP Enterprise shall give notice as soon as reasonably practicable to Fort Lupton of the need to pay additional Capital C&E Funding Obligations under this Section 6.2 and the estimated total amount of Future Extraordinary C&E to be incurred. The Enterprise Board, in consultation with the WGFP Allottees, shall set a timeline for the WGFP Allottees to elect in writing to pay the Capital C&E Funding Obligations for such Future Extraordinary C&E under this Contract through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof in accordance with the process described in Sections 6.2.2.1 and 6.2.2.2, and for the WGFP Allottees to make such payments of their respective Capital C&E Funding Obligations for such Future Extraordinary C&E to the WGFP Enterprise. If no such election is made, Fort Lupton shall be obligated to pay its Capital C&E Funding Obligations for such Future Extraordinary C&E through participation in a WGFP Financing in accordance with the process described in Section 6.2.2.2.
- 6.2.3.1. Notwithstanding the foregoing in Section 6.2.3, if an emergency or natural disaster imminently threatens life, health, safety, or damage to the WGFP, the WGFP Enterprise may incur Future Extraordinary C&E to make reasonably necessary emergency repairs to mitigate threatened damage, provided that the WGFP Enterprise shall notify Fort Lupton of such emergency and the need for such expenditures in advance (or if not possible in advance, then as soon as practicable), and whether the WGFP Enterprise will undertake additional WGFP Financing for the future Extraordinary C&E. In the event that the WGFP Enterprise incurs such emergency Future Extraordinary C&E, and if the WGFP Enterprise offers the option to participate in additional WGFP Financing, then Fort Lupton shall have thirty (30) days to elect in writing to pay its Capital C&E Funding Obligations for such emergency Future Extraordinary C&E through Capital C&E Funding Cash Payments in accordance with the process described in Section 6.2.2.1. If no such election is made, then Fort Lupton shall be obligated to pay its Capital C&E Funding Obligations for such emergency Future

Extraordinary C&E through participation in a WGFP Financing in accordance with the process described in Section 6.2.2.2.

- 6.2.4. To the extent Fort Lupton satisfies any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, other than Capital C&E Funding Cash Payments for emergency Future Extraordinary C&E incurred by the WGFP Enterprise prior to the giving of notice to Fort Lupton, the WGFP Enterprise may require that Fort Lupton provide adequate assurance in advance of closing on the corresponding WGFP Financing that it will be able to provide the required Capital C&E Funding Cash Payment on the date such Capital C&E Funding Cash Payments are due to the WGFP Enterprise under Section 7.3 or such other date as is agreed to by the WGFP Enterprise and Fort Lupton.

6.3. Payment of Operating C&E and into Reserve Funds.

- 6.3.1. To the extent that Fort Lupton meets its Capital C&E Funding Obligations under Section 6.2 through participation in WGFP Financing, Fort Lupton hereby agrees to fund all of its portion of Operating Costs & Reserves during the term(s) of any debt incurred for WGFP Financing in which Fort Lupton participates in accordance with Section 8 hereof. When Fort Lupton is not participating in any WGFP Financing or no debt is outstanding on WGFP Financing in which Fort Lupton participates, Fort Lupton agrees to fund its portion of Operating Costs & Reserves by paying to the WGFP Enterprise, on or before the last business day of January of each calendar year, the following amounts:

- 6.3.1.1. An amount equal to the product obtained by multiplying Fort Lupton's WGFP Participation Percentage by the total amount of all Operating C&E estimated by the WGFP Enterprise to be incurred by the WGFP Enterprise in the then current calendar year, which the WGFP Enterprise shall deposit in the Operating Fund to be drawn upon in proportion to the WGFP Fort Lupton's WGFP Participation Percentages to pay for Operating C&E as they are incurred;
- 6.3.1.2. Any amount needed to replenish any draws theretofore made on Fort Lupton's subaccount in the Operating Reserve Fund, which the WGFP Enterprise shall deposit in the Operating Reserve Fund;
- 6.3.1.3. An amount equal to the product obtained by multiplying Fort Lupton's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in the Operating Reserve Fund to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20, which the WGFP Enterprise shall deposit in the Operating Reserve Fund to be drawn upon when the moneys contained in Fort Lupton's subaccount in the Operating Fund are insufficient to make payments on Operating C&E; and

6.3.1.4. An amount equal to the product obtained by multiplying Fort Lupton's WGFP Participation Percentage by the total amount needed to replenish and maintain such other reserves as the Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2.

6.4. **Funding.** In order to meet Fort Lupton's obligations under this Contract to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, Fort Lupton agrees as follows:

Fort Lupton shall to the fullest extent permitted by law fix rates, charges, or assessments so that Fort Lupton will at all times have sufficient money to meet its obligations hereunder, and confirms (1) that, in accordance with C.R.S. § 31-35-402(1)(h), payments of its outstanding obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, under this Contract (i) constitute special obligations of Fort Lupton, payable solely from the revenues and other moneys derived by Fort Lupton as a utility enterprise, and (ii) shall be treated as expenses of operating such utility enterprise; and (2) that there are no liens, charges or encumbrances thereon, or priority of payments with respect thereto, prior to the payment of the expenses of operating such utility enterprise, including amounts hereunder. Fort Lupton represents that it constitutes an "enterprise" within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR) and does not have the legal authority to levy a tax. Fort Lupton's outstanding obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations if any, under this Contract do not constitute a general obligation debt or indebtedness of Fort Lupton within the meaning of any constitutional or statutory debt limitations or provisions, and are not payable in whole or in part from the proceeds of ad valorem property or other taxes of Fort Lupton.

6.4.1. Nothing herein shall be construed as prohibiting Fort Lupton from (1) using any other funds and revenues legally available therefor for purposes of satisfying any provisions of this Contract or (2) incurring obligations payable on a parity with the obligations under this Contract so long as Fort Lupton's obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, under this Contract continue to constitute special obligations of Fort Lupton, payable solely from the revenues and other moneys derived by Fort Lupton as a utility enterprise, and are treated as expenses of operating such utility enterprise.

6.4.2. Fort Lupton shall make payments required by this Contract whether or not the WGFP is permitted, undertaken, completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction, or curtailment of operation of the WGFP in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not conditioned upon performance by the WGFP Enterprise or any other WGFP Allottee under this Contract or any other agreement.

- 6.4.3. Fort Lupton shall take all reasonable steps to maintain its status as an enterprise as defined in Section 20 of Article X of the Colorado Constitution.
- 6.4.4. Fort Lupton shall not be liable under this Contract for the obligations of any other WGFP Allottee except as otherwise expressly set forth herein. Each WGFP Allottee shall be solely responsible and liable for performance of its obligations under its respective WGFP Allotment Contract. The obligation of each WGFP Allottee to make payments under its respective WGFP Allotment Contract is a several obligation and not a joint obligation with those of the WGFP Allottees.
- 6.5. **Security.** Fort Lupton hereby represents and warrants that its revenues as a utility enterprise are pledged to pay the operation and maintenance expenses of such utility enterprise along with any indebtedness incurred by Fort Lupton for the purpose of financing or refinancing improvements to its utility enterprise. Furthermore, Fort Lupton hereby represents and warrants that, in accordance with C.R.S. § 31-35-402(1)(h), Fort Lupton's obligations to pay its pro rata portion of Operating C&E and its Loan Allottee Financing Obligations, if any, under this Contract constitute special obligations of Fort Lupton, payable solely from the revenues and other moneys derived by Fort Lupton as a utility enterprise, and shall be treated as expenses of operating such utility enterprise. Fort Lupton hereby covenants that it will not issue or otherwise incur any indebtedness or other obligation that has a lien on its revenues as a utility enterprise superior to its obligation to pay its operating expenses as a utility enterprise.
- 6.6. **Cooperation, Disclosure and Documents.** Fort Lupton shall cooperate with the WGFP Enterprise for the purpose of expediting the issuance of WGFP Financing Obligations (as defined in Section 8.2) to finance the applicable portion of Capital C&E by providing such information and disclosure as may be reasonably required for such purpose, and by delivering all closing documents reasonably required by the WGFP Enterprise's counsel at the closing of each series of WGFP Financing Obligations. The WGFP Enterprise and Fort Lupton will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to effect any financing and refinancing of Capital C&E and to allow the WGFP Enterprise to comply with reporting obligations, to assure the WGFP Enterprise of Fort Lupton's intention to perform hereunder and for the better assuring and confirming unto the WGFP Enterprise and any Lender (as defined in Section 8.2) the rights and benefits provided to them herein.
- 6.7. **Maintenance of Tax-Exempt Status of WGFP Financing Obligations.** Notwithstanding any other provision of this Contract, no WGFP Allottee will take any action or omit to take any action, directly or indirectly, in any manner, which would result in any of the WGFP Financing Obligations (as defined in Section 8.2), the interest on which was intended to be excludable from gross income for federal income tax purposes, being treated as an obligation not described in Section 103(a) of the Internal Revenue Code of 1986, as amended, by reason of classification of such WGFP Financing Obligations as a "private activity bond" within the meaning of Section 141 of said Code, by reason of classification of such WGFP Financing

Obligations as an “arbitrage bond” within the meaning of Section 148 of said Code, or for any other reason.

PART III – PROVISIONS APPLICABLE TO CASH ALLOTTEES

7. Provisions Applicable to Cash Allottees.

- 7.1. **Applicability.** This Section 7 shall, unless modified by express language in a subsequent agreement, be applicable to Fort Lupton to the extent that it meets its Capital C&E Funding Obligations under Section 6.2 through Capital C&E Funding Cash Payments. Fort Lupton is referred to herein as a Cash Allottee to the extent that it meets its Capital C&E Funding Obligations under Section 6.2 through Capital C&E Funding Cash Payments.
- 7.2. **Additional Definitions.** In addition to the definitions in Section 1, the following definitions shall apply to this Section 7.
- 7.2.1. **“Escrow Agreement”** means the escrow agreement between the WGFP Enterprise and Cash Allottee as more particularly described in this Section 7.
- 7.2.2. **“Escrow Fund”** means the escrow fund established under the Escrow Agreement.
- 7.3. **Payment of Capital C&E Funding Obligations.**
- 7.3.1. **Initial C&E.** To the extent Fort Lupton meets its Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 through Capital C&E Funding Cash Payments, Fort Lupton hereby agrees to provide its Capital C&E Funding Cash Payment for such Initial C&E to the WGFP Enterprise on or before the date of sale of any WGFP Financing, exclusive of a CWCB Loan (as defined in Section 8.2), for such amount of Capital C&E.
- 7.3.1.1. In the event that the WGFP Enterprise, in consultation with the WGFP Allottees, determines that a portion of the Initial C&E should be incurred before the date of sale of any WGFP Financing (exclusive of a CWCB Loan) and paid for using the CWCB Loan and Capital C&E Funding Cash Payments, the WGFP Enterprise shall give notice to the WGFP Allottees of its intent to incur such Capital C&E and, to the extent Fort Lupton meets its Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 through Capital C&E Funding Cash Payments, Fort Lupton agrees to provide a portion of its Capital C&E Funding Cash Payment corresponding to the proportion of the Initial C&E to be incurred before the date of sale of any WGFP Financing (exclusive of a CWCB Loan) to the WGFP Enterprise within sixty (60) days after WGFP Enterprise sends the notice described herein; in such event, the remainder of Fort Lupton’s Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 shall still be due to the WGFP Enterprise on

or before the date of sale of any WGFP Financing for such amount of Capital C&E, exclusive of a CWCB Loan.

- 7.3.2. **Completion C&E and Future Extraordinary C&E.** To the extent Fort Lupton elects to meet its Capital C&E Funding Obligations for Completion C&E under Section 6.2.2 or its additional Capital C&E Funding Obligations for Future Extraordinary C&E under Section 6.2.3, other than Capital C&E Funding Cash Payments for emergency Future Extraordinary C&E incurred by the WGFP Enterprise prior to the giving of notice to Fort Lupton, through Capital C&E Funding Cash Payments, Fort Lupton hereby agrees to provide its Capital C&E Funding Cash Payment to the WGFP Enterprise on or before the date of sale of any associated WGFP Financing, or on such other date as agreed to by the WGFP Enterprise and Fort Lupton.
- 7.3.3. For sixty (60) days immediately before a Capital C&E Funding Cash Payment associated with Capital C&E is due to the WGFP Enterprise in accordance with this Section 7.3, Cash Allottee agrees to place the funds to be provided to WGFP Enterprise in an escrow account and schedule such funds for release to the WGFP Enterprise on the date such Capital C&E Funding Cash Payments are due to the WGFP Enterprise, except that Cash Allottee may release and provide such funds to the WGFP Enterprise in advance of such due date in its discretion.
- 7.3.4. To the extent Fort Lupton meets any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, Fort Lupton hereby represents, warrants, and covenants that such Capital C&E Funding Cash Payments shall and will be delivered to the WGFP Enterprise free and clear of any prior lien, including any pledge of its revenues as a utility enterprise.
- 7.4. **Escrow Agreement; Escrow Fund.** In addition to the funds established under Section 6.1, the WGFP Enterprise shall establish and maintain an Escrow Fund pursuant to an Escrow Agreement between the WGFP Enterprise and Cash Allottee in the form attached hereto as **Exhibit D**, with segregated accounts for each WGFP Allottee required to make payments into such Escrow Fund. The WGFP Enterprise shall deposit the proceeds of Cash Allottees' Capital C&E Funding Cash Payments into the Escrow Fund
- 7.5. **Disbursements From Escrow Fund to Pay for Capital C&E.** Pursuant to the terms of the Escrow Agreement, the WGFP Enterprise shall disburse amounts from the Escrow Fund on a periodic basis for the payment of amounts due and owing on account of the Cash Allottee's Capital C&E Funding Obligations attributable to its Capital C&E Funding Cash Payment. Pursuant to the terms of the Escrow Agreement, such periodic disbursements from the Escrow Fund shall occur simultaneously with disbursements from the funds and accounts funded with proceeds provided by all other WGFP Allottees, whether through the provision of Capital C&E Funding Cash Payments or through participation in WGFP Financing, and each disbursement from the Escrow Fund shall be in an amount where the ratio of such amount to the total disbursements for Capital C&E Funding Obligations for such period is equal to the Cash Allottee's pro-rata share of Capital C&E Funding

Obligations attributable to its Capital C&E Funding Cash Payment at the time of any such disbursement.

- 7.6. To the extent Fort Lupton satisfies any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, if the WGFP Enterprise holds any proceeds from Fort Lupton's payment of its Capital C&E Funding Obligations after the WGFP Enterprise determines that all Capital C&E have been paid in full, then the WGFP Enterprise shall, at Fort Lupton's option, either reimburse such proceeds to Fort Lupton or transfer and credit such proceeds to Fort Lupton's payment of other C&E due under this Contract.

PART IV – PROVISIONS APPLICABLE TO LOAN ALLOTTEES

8. WGFP Financing.

- 8.1. **Applicability.** This Section 8 shall, unless modified by express language in a subsequent agreement, be applicable to Fort Lupton to the extent that it participates in a WGFP Financing and for the term of repayment of any such WGFP Financing in which Fort Lupton participates. Fort Lupton is referred to herein as a Loan Allottee to the extent that it participates in any WGFP Financing.
- 8.2. **Additional Definitions.** In addition to the definitions in Section 1, the following definitions shall apply to WGFP Financing and this Section 8.
 - 8.2.1. **"CWCB Loan"** means a loan or loans issued or to be issued to the WGFP Enterprise by the Colorado Water Conservation Board under an intergovernmental loan contract.
 - 8.2.2. **"Debt Service Fund"** means a fund established under any Financing Document to provide for the payment of WGFP Financing Obligations.
 - 8.2.3. **"Debt Service Reserve Fund"** means a reserve fund established under any Financing Document to provide for the payment of WGFP Financing Obligations when the moneys contained in the Debt Service Fund for such WGFP Financing Obligations are insufficient to make such payments.
 - 8.2.4. **"Lender"** means any lender, bondholder, noteholder, lessee or other holder of any other obligation or indebtedness (including the State of Colorado, the United States of America, or any department, bureau or other affiliated entity thereof) issued in connection with a WGFP Financing of the WGFP Enterprise which constitutes a WGFP Financing Obligation.
 - 8.2.5. **"Revenue Fund"** means a fund established to provide for the disbursement of annual payments made by Loan Allottees under the terms of Section 8.6.
 - 8.2.6. **"Subordinated Lien Loan Fund"** means a fund established hereunder to provide for the payment of any lien borrowings that are subordinate to WGFP Financing Obligations, including the CWCB Loan.

- 8.2.7. **“Subordinated Lien Loan Reserve Fund”** means a reserve fund established under Section 8.4.
- 8.2.8. **“WGFP Financing Costs”** means any and all costs associated with a WGFP Financing, including but not limited to (a) the principal of and interest on all WGFP Financings, (b) fees payable to Lenders and others related to the issuance and administration of a WGFP Financing, and (c) reserves required in connection with a WGFP Financing, if any. WGFP Financing Costs are included in the definition of Capital C&E.
- 8.2.9. **“WGFP Financing Obligation”** means the obligation of the WGFP Enterprise to repay an amount of money borrowed from a Lender through a WGFP Financing.
- 8.3. **Issuance or Incurrence of WGFP Financing Obligations.** The WGFP Enterprise will use its best efforts to issue or cause to be issued WGFP Financing Obligations. The WGFP Enterprise may obtain such WGFP Financing in one or more transactions and by one or more means. The WGFP Financing Obligations shall be issued, in one or more issuances, only upon approval of the Enterprise Board. To the extent Fort Lupton participates in any WGFP Financing, Fort Lupton authorizes an initial WGFP Financing for the Initial C&E (less that amount funded by Capital C&E Funding Cash Payments) as described in Section 6.2.1 and defined in **Exhibit A**, and such WGFP Financing for Completion C&E or Future Extraordinary C&E as determined by the Enterprise Board to be necessary under Section 6.2.2 and Section 6.2.3, respectively.
- 8.4. **WGFP Financing Funds.** In addition to the funds established in Section 6.1, there shall be established and maintained either by the WGFP Enterprise or under any Financing Documents the following funds and reserve funds, with segregated accounts for each Loan Allottee, to be used under the terms of this Section 8: a Revenue Fund; a Debt Service Fund; a Debt Service Reserve Fund; a Subordinated Lien Loan Fund; a Subordinated Lien Loan Reserve Fund; and a Liquidity Fund.
- 8.4.1. **Liquidity Fund.** For each WGFP Financing undertaken by the WGFP Enterprise, whether senior lien or subordinate lien, in which Fort Lupton participates, and to the extent of such participation, Loan Allottees shall, on a due date or due dates set by the WGFP Enterprise in its discretion and noticed to the WGFP Allottees, deposit with the WGFP Enterprise an amount equal to the product of Loan Allottee’s WGFP Financing Participation Percentage multiplied by 30% of the maximum annual debt service on such WGFP Financing, which the WGFP Enterprise shall deposit in the Liquidity Fund in segregated accounts for each Loan Allottee. Such Liquidity Fund shall be held by the WGFP Enterprise to be applied separately from any reserves required for the borrowings. Upon full repayment of a WGFP Financing, the WGFP Enterprise shall return the amount each Loan Allottee deposited in the Liquidity Fund for such WGFP Financing to such Loan Allottee. Any interest accrued by the Liquidity Fund shall be transferred to the Operating Fund and credited, based on the WGFP Financing Participation Percentages, to each Loan Allottee’s payment of amounts due to such fund under this Contract.

- 8.5. **Payment of Loan Allottee's Capital C&E Funding Obligations and Operating C&E.** To the extent Fort Lupton participates in any WGFP Financing and for the term of any such WGFP Financing, Loan Allottee hereby agrees to pay, on or before the last business day of January of each calendar year, an amount equal to the sum of the following:
- 8.5.1. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount of all Operating C&E estimated by the WGFP Enterprise to become due in the then current calendar year;
 - 8.5.2. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount of principal of and interest to become due, on or prior to January 14 of the following calendar year, on all WGFP Financing;
 - 8.5.3. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Operating Reserve Fund;
 - 8.5.4. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in the Operating Reserve Fund to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20;
 - 8.5.5. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Debt Service Reserve Fund;
 - 8.5.6. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount needed to increase the amount on deposit in the Debt Service Reserve Fund to equal the amount required to be on deposit therein under any Financing Document;
 - 8.5.7. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Subordinated Lien Loan Reserve Fund;
 - 8.5.8. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount needed to increase the amount on deposit in the Subordinated Lien Loan Reserve Fund to equal the amount required to be on deposit therein under any Financing Document;
 - 8.5.9. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccounts in such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2;

- 8.5.10. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2 to equal the amount determined by the Enterprise Board to be necessary to be on deposit therein;
 - 8.5.11. An amount equal to Loan Allottee's obligation to contribute funds into the Liquidity Fund as provided in Section 8.4.1; and
 - 8.5.12. Any amount due from Loan Allottee pursuant to Voluntary Step-Up or Mandatory Step-Up under Section 5.4.6.6.
- 8.6. **Revenue Fund.** The WGFP Enterprise shall deposit all amounts paid by Loan Allottee under Section 8.5 into the Revenue Fund and credit such amounts to Loan Allottees' subaccounts therein. Monies in the Revenue Fund shall be disbursed periodically by the WGFP Enterprise to the following funds in the following order of priority:
- 8.6.1. To the Operating Fund, the full amount of the current Operating C&E attributable to all Loan Allottees;
 - 8.6.2. To the Debt Service Fund, an amount equal to the WGFP Financing Costs for such period, except for financing costs for any subordinated lien borrowing, including the CWCB Loan;
 - 8.6.3. To the Subordinated Lien Loan Fund, an amount necessary to pay the debt service for such period on all subordinated lien borrowings, including the CWCB Loan;
 - 8.6.4. To the Operating Reserve Fund, an amount necessary to replenish any prior draws made in respect of any and all Loan Allottees and to increase the amount on deposit therein to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20;
 - 8.6.5. To the Debt Service Reserve Fund, an amount necessary to replenish any prior draws made in order to pay WGFP Financing Costs and to increase the amount on deposit therein to equal the amount required to be on deposit therein under any Financing Document;
 - 8.6.6. To the Subordinated Lien Loan Reserve Fund, an amount necessary to replenish any prior draws made in order to pay any subordinated lien borrowings, including the CWCB Loan, and to increase the amount on deposit therein to equal the amount required to be on deposit therein under any Financing Document;
 - 8.6.7. To such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2, an amount necessary to replenish any prior draws made in

order to pay Operating C&E and to increase the amount on deposit therein to equal the amount determined by the Enterprise Board to be necessary to be on deposit therein;

- 8.6.8. To the Liquidity Fund, an amount necessary to maintain such fund at the amount described in Section 8.4.1; and
- 8.6.9. If any amount remains, to a surplus fund established and maintained by the WGFP Enterprise to be used by the WGFP Enterprise in its discretion for any lawful purpose of the WGFP Enterprise.
- 8.7. **Billing Statement and Payment of WGFP Financing Costs and Operating C&E.** As a component of the Billing Statement described in Section 4.5, the WGFP Enterprise shall furnish Loan Allottee with a written statement of the estimated WGFP Financing Costs for each succeeding Fiscal Year, if any, taking into account applicable credits received by the WGFP Enterprise and estimated investment earnings on moneys, if any, related to WGFP Financing Obligations and held by the WGFP Enterprise. Allottee shall pay, or cause to be paid, to the WGFP Enterprise, on or before the last business day of January of each calendar year, 100% of the WGFP Financing Costs billed to Allottee in such written statement.
- 8.8. **Interest on Late Payment.** Any amount of the WGFP Financing Costs billed in a Fiscal Year by the WGFP Enterprise under Section 8.7 which remains unpaid after the last business day of February shall bear interest from such day at the per annum interest rate of eighteen percent (18%) until paid. To the extent Fort Lupton is a Loan Allottee, interest paid by Loan Allottee shall not change the WGFP Participation Percentage or WGFP Financing Participation Percentage of Loan Allottee but shall be applied to the payment of WGFP Financing Costs of the Loan Allottees other than the Loan Allottee paying such interest in accordance with the applicable Financing Documents.
- 8.9. **WGFP Enterprise Responsibility Regarding Collected Funds.** The WGFP Enterprise shall apply the funds paid by Loan Allottee pursuant to Section 8.5 solely as provided in Section 8.6. The WGFP Enterprise shall keep amounts collected under this Contract from Loan Allottee in a designated account for the WGFP Financing Obligations, promptly pay when due the WGFP Financing Costs, provide WGFP Financing accounting and payment information to all WGFP Allottees, and take such other reasonable actions as may be requested by Loan Allottee and agreed to by the WGFP Enterprise; provided, that failure of the WGFP Enterprise or of Loan Allottee to make payment required by Section 8 of a WGFP Allotment Contract shall not relieve Loan Allottee of its obligation to pay all amounts owed under this Contract.
- 8.10. **Loan Allottee Bankruptcy or Insolvency.** In addition to a failure to pay any amounts due under Section 8.5, Default under Section 5.3.1.2 shall also include, without limitation, Loan Allottee's act of filing any petition or instituting any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby Loan Allottee asks or seeks or prays to be adjudicated a

bankrupt, or to be discharged from any or all of its debts or obligations, or offers to its creditors to effect a composition or extension of time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or Loan Allottee's act of making a general or any assignment for the benefit of its creditors. A Default under this Section 8.10 shall be subject to the Default, forfeiture, and other provisions of Section 5.4.

- 8.11. **Future Financings.** In the event Fort Lupton participates in any future borrowing or refinancing authorized by this Contract, Fort Lupton agrees to undertake the same obligations as are set forth in this Section 8.
- 8.12. **Obligation Is Not Subject to Reduction.** Loan Allottee shall make payments under Section 8.5 of this Contract whether or not WGFP is permitted, undertaken, completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction, or curtailment of operation of WGFP or of water or storage contracted for in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not conditioned upon performance by the WGFP Enterprise or any other Loan Allottee under this Contract or any other agreement. If and to the extent Loan Allottee transfers all or a part of its WGFP Allotment associated with any WGFP Financing under the terms of Section 5.2, Loan Allottee shall remain liable for its obligations to pay the WGFP Enterprise for the WGFP Financing associated with the transferred WGFP Allotment in the event and to the extent not paid by the transferee acquiring such WGFP Allotment.
- 8.13. **Severel Obligation.** No Loan Allottee shall be liable under its respective WGFP Allotment Contract for the obligations of any other Loan Allottee except as expressly set forth in Section 5.4 hereof. Each Loan Allottee shall be solely responsible and liable for performance of its obligations under its respective WGFP Allotment Contract. The obligation of each Loan Allottee to make payments under its respective WGFP Allotment Contract is a several obligation and not a joint obligation with those of the other WGFP Allottees.
- 8.14. **Limited Obligations of WGFP Enterprise.** WGFP Financing Obligations incurred by the WGFP Enterprise pursuant to this authorization are special revenue obligations of the WGFP Enterprise payable solely from the amounts received by the WGFP Enterprise from the Loan Allottees under the WGFP Allotment Contracts. WGFP Financing Obligations do not constitute a general obligation debt or indebtedness of the WGFP Enterprise within the meaning of any constitutional or statutory debt limitations or provisions. The WGFP Enterprise does not have the legal authority to levy a tax.
- 8.15. **Allocation of Project Expenses; Disbursements.** Allottee agrees that all WGFP Financing Costs are to be paid solely from the amounts received by the WGFP Enterprise from the Loan Allottees under the WGFP Allotment Contracts, and are not the responsibility of the WGFP Enterprise, the WGFP Allottees that did not participate in WGFP Financing to the extent that they did not participate, or the District.

- 8.15.1. The Financing Documents relating to WGFP Financing Obligations shall provide that simultaneously at the time of the disbursement of any proceeds of WGFP Financing Obligations there will be a disbursement of proceeds from the funds holding cash payments made by WGFP Allottees not participating in WGFP Financing, and that in each instance the disbursement of proceeds of WGFP Financing Obligations and the disbursement of proceeds from the funds holding cash payments made by WGFP Allottee not participating in WGFP Financing shall be in proportion to the applicable WGFP Participation Percentage of each WGFP Allottee.
- 8.16. **Pledge or Assignment to Lender.** The WGFP Enterprise may pledge and assign to any Lender all or any portion of the payments received under this Contract from Allottee. Such pledge and assignment by the WGFP Enterprise shall be made effective for such time as the WGFP Enterprise shall determine and provide that the Lender shall have the power to enforce this Contract if an event of default occurs under the applicable Financing Document.
- 8.17. **Lender is Third Party Beneficiary.** Any Lender shall have the right as a third-party beneficiary to initiate and maintain suit to enforce this Contract to the extent provided in any Financing Document.

[Remainder of Page Intentionally Left Blank]

CITY OF FORT LUPTON UTILITY ENTERPRISE

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Marisol Pena, City Clerk

DATED: August _____, 2020

WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE

By: _____
Dennis Yanchunis, President

DATED: August _____, 2020.

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Subscribed and sworn to before me by Dennis Yanchunis, President of the Windy Gap Firing Project Water Activity Enterprise this _____ day of August, 2020.

Witness my hand and official seal.

My commission expires: _____ Notary Public

EXHIBIT A
Initial C&E

WGFP Allottee	WGFP Allotment (WGFP Units)	WGFP Participation Percentage	Capital C&E Funding Obligation (Initial C&E)	Capital C&E Funding Cash Payment (Initial C&E)	WGFP Units Attributable to Capital C&E Funding Cash Payment (Initial C&E)	WGFP Financing (Initial C&E)	WGFP Units Attributable to WGFP Financing (Initial C&E)	WGFP Financing Participation Percentage (Initial C&E)
Broomfield	26,464	29.40%	\$0.00	\$0.00	0	\$0.00	0	0.00%
Platte River Power Authority	16,000	17.77%	0.00	0.00	0	0.00	0	0.00%
Loveland	9,587	10.65%	0.00	0.00	0	0.00	0	0.00%
Greeley	9,189	10.21%	0.00	0.00	0	0.00	0	0.00%
Longmont	8,000	8.88%	0.00	0.00	0	0.00	0	0.00%
Erie	6,000	6.66%	0.00	0.00	0	0.00	0	0.00%
Little Thompson Water District	4,850	5.38%	0.00	0.00	0	0.00	0	0.00%
Superior	4,726	5.25%	0.00	0.00	0	0.00	0	0.00%
Louisville	2,835	3.15%	0.00	0.00	0	0.00	0	0.00%
Fort Lupton	1,103	1.22%	0.00	0.00	0	\$ _____	1103	_____%
Lafayette	900	1.00%	0.00	0.00	0	0.00	0	0.00%
Central Weld County Water District	346	0.38%	0.00	0.00	0	0.00	0	0.00%
Totals	90,000	100.00%	\$ 0.00	\$ 0.00	0	\$ 0.00	0	100.00%

EXHIBIT B#
Completion C&E/Future Extraordinary C&E

WGFP Allottee	Capital C&E Funding Obligation	Capital C&E Funding Cash Payment	WGFP Units Attributable to Capital C&E Funding Cash Payment	WGFP Financing	WGFP Units Attributable to WGFP Financing	WGFP Financing Participation Percentage
Broomfield	\$0.00	\$0.00	0	\$0.00	0	0.00%
Platte River Power Authority	0.00	0.00	0	0.00	0	0.00%
Loveland	0.00	0.00	0	0.00	0	0.00%
Greeley	0.00	0.00	0	0.00	0	0.00%
Longmont	0.00	0.00	0	0.00	0	0.00%
Erie	0.00	0.00	0	0.00	0	0.00%
Little Thompson Water District	0.00	0.00	0	0.00	0	0.00%
Superior	0.00	0.00	0	0.00	0	0.00%
Louisville	0.00	0.00	0	0.00	0	0.00%
Fort Lupton	0.00	0.00	0	0.00	0	0.00%
Lafayette	0.00	0.00	0	0.00	0	0.00%
Central Weld County Water District	0.00	0.00	0	0.00	0	0.00%
Totals	\$ 0.00	\$ 0.00	0	\$ 0.00	0	100.00%

EXHIBIT C

IF TO:	MAILING ADDRESS
Windy Gap Firming Project Water Activity Enterprise	c/o WGFP Project Manager 220 Water Avenue Berthoud, CO 80513
Broomfield	
Central Weld County Water District	
Greeley	
Erie	
Fort Lupton	City of Fort Lupton Attn: City Administrator 130 South McKinley Avenue Fort Lupton, CO 80621
Lafayette	
Little Thompson Water District	
Longmont	
Louisville	
Loveland	
Platte River Power Authority	
Superior	

EXHIBIT D

[Form of Escrow Agreement Cash Participants Only Need to Complete]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made effective as of _____, 2020, by and between the Windy Gap Firing Project Water Activity Enterprise (the “**WGFP Enterprise**”), and [Name of Cash Allottee] (the “**Cash Allottee**”), and is made with reference to the following facts:

RECITALS

A. The WGFP Enterprise is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution organized pursuant to C.R.S. §§ 37-45.1-101 *et seq.* that is owned by the Municipal Subdistrict, Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513. The WGFP Enterprise is a water activity enterprise that will exercise the authorities granted by C.R.S. §§ 37-45-101 *et seq.*, 37-45.1-101 *et seq.*, 31-35-401 *et seq.*, and any other relevant grant of statutory authority, for the purpose of the planning, financing, acquisition, construction, operation, administration, maintenance, repair, replacement, rehabilitation, and improvement of the Windy Gap Firing Project (“WGFP”).

B. Cash Allottee is a [add description*].

C. Pursuant to the WGFP Allotment Contract between the WGFP Enterprise and Cash Allottee, Cash Allottee has elected to make an upfront cash payment (the “Capital C&E Funding Cash Payment”) to the WGFP Enterprise for the purpose of paying [a portion of] Cash Allottee’s pro rata obligation, based on the WGFP Participation Percentages, to fund [Initial C&E] (“Capital C&E Funding Obligations”). Specifically, Cash Allottee has elected to make a Capital C&E Funding Cash Payment of \$[XXXXXXXX], which is equal to [X%] of its Capital Funding Obligations for [Initial C&E].

D. In accordance with the WGFP Allotment Contract, the WGFP Enterprise has established and agreed to maintain an Escrow Fund with segregated accounts for each WGFP Allottee required to make a Capital C&E Funding Cash Payment into such Escrow Fund.

AGREEMENT

THEREFORE, in consideration of the facts recited above and of the covenants, terms, and conditions set forth herein, the parties agree as follows:

1. Definitions. Each and every definition set forth in the foregoing “introduction” and “recitals” is hereby incorporated into this Escrow Agreement by this reference. Capitalized terms not defined herein shall have the meanings assigned those terms in the WGFP Allotment Contract. To the extent the definition of a capitalized term herein conflicts with the definition of such term in the WGFP Allotment Contract, the definition in the WGFP Allotment Contract shall prevail.

2. Establishment of [Name of Cash Allottee] Proceeds Fund. Within the Escrow Fund, there is hereby created and established a special fund designated “[Name of Cash Allottee] – Capital C&E Funding Cash Payment Proceeds Fund” (the “[Name of Cash Allottee]

Proceeds Fund”), which shall be held in trust by the WGFP Enterprise separate and apart from all other funds of the WGFP Enterprise. The [Name of Cash Allottee] Proceeds Fund shall be a separate account from any other funds or accounts in the Escrow Fund funded with proceeds provided by other WGFP Allottees.

3. Deposit of Capital C&E Funding Cash Payment. The proceeds of the Capital C&E Funding Cash Payment paid by Cash Allottee to the WGFP Enterprise pursuant to the WGFP Allotment Contract shall be deposited in the [Name of Cash Allottee] Proceeds Fund and applied to the Cash Allottee’s Capital Funding Obligations set forth under the WGFP Allotment Contract.

4. Disbursements From [Name of Cash Allottee] Proceeds Fund. The WGFP Enterprise shall disburse amounts from the [Name of Cash Allottee] Proceeds Fund on a periodic basis for the payment of amounts due and owing on account of the Cash Allottee’s Capital C&E Funding Obligations. Such periodic disbursements from the [Name of Cash Allottee] Proceeds Fund shall occur simultaneously with disbursements from the funds and accounts funded with proceeds provided by all of the WGFP Allottees, whether through the provision of cash, through the participation in a financing by the WGFP Enterprise, or through both. Each disbursement from the [Name of Cash Allottee] Proceeds Fund shall be in an amount where the ratio of such amount to the total disbursement for [Initial C&E] at such time is equal to the Cash Allottee’s WGFP Participation Percentage attributable to its Capital Funding Cash Payment at the time of any such disbursement.

5. Investment of Proceeds. Any moneys in the [Name of Cash Allottee] Proceeds Fund not presently needed for payment of the Cash Allottee’s Capital Funding Obligations as set forth above may be invested in any legal investments for monies of the WGFP Enterprise maturing or otherwise available not later than the date upon which such moneys will be needed according to a schedule of anticipated payments from the [Name of Cash Allottee] Proceeds Fund prepared by the WGFP Enterprise in connection with the WGFP. Any such investments shall be made in accordance with the investment policies adopted by the WGFP Enterprise and shall be held by the WGFP Enterprise, in trust, for the account of the [Name of Cash Allottee] Proceeds Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom including accrued interest and premium, if any, shall be immediately deposited in the [Name of Cash Allottee] Proceeds Fund and shall be disposed of in the manner and for the purposes provided in the WGFP Allotment Contract.

6. Reporting. The WGFP Enterprise shall provide Cash Allottee with periodic reports regarding the disbursement of funds from the [Name of Cash Allottee] Proceeds Fund under the terms of this Escrow Agreement.

7. Reimbursement or Transfer After [Initial C&E] Paid in Full. If the WGFP Enterprise holds any moneys in the [Name of Cash Allottee] Proceeds Fund after the WGFP Enterprise determines that all [Initial C&E] has been paid in full, then the WGFP Enterprise shall, at Cash Allottee’s option, either reimburse such proceeds to Cash Allottee or transfer and credit such proceeds to Cash Allottee’s payment of other costs due under its WGFP Allotment Contract.

8. Counterparts. This Escrow Agreement may be executed by the WGFP Enterprise and the Cash Allottee in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Facsimile and electronic signatures shall be binding for all purposes

9. Severability. If one or more clauses, sentences, paragraphs or provisions of this Escrow Agreement shall be held to be unlawful, invalid or unenforceable, the remainder of this Escrow Agreement shall not be affected thereby.

10. Choice of Law. This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the WGFP Enterprise and the Cash Allottee, pursuant to resolutions duly and regularly adopted by their respective governing bodies, have caused their names to be affixed by their proper and respective officers as of the date set forth above.

[ALLOTTEE]

By: _____

[NAME]

[TITLE]

ATTEST:

By: _____

Title: _____

WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE

By: _____

[NAME]

[TITLE]

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-143

APPROVE RESOLUTION 2020RXXX OF THE FORT LUPTON CITY COUNCIL ACTING AS THE FORT LUPTON UTILITY ENTERPRISE BOARD MODIFYING THE CASH-IN-LIEU RAW WATER REQUIREMENT FOR RESIDENTIAL SUBDIVISION CONSTRUCTION

I. **Agenda Date:** Council Meeting – August 4, 2020

II. **Attachments:**

- a. Proposed Resolution
- b. Resolution 2015R008

III. **Summary Statement:**

The City Staff was presented with historical data of water usage and recommends that the City modify its Cash-in-Lieu amount to \$20,000 or 50% of the Colorado Big Thompson market rate (whichever is higher) for residential subdivision construction. This would allow builders incentive to build new single family housing in the City. City Municipal code 13-122 (e) allows modification to the in-lieu amount by resolution. The current in-lieu amount is current market rate of Colorado Big Thompson, which currently is \$60,000 per share. If a development brings in non-potable to the residential subdivision construction the Cash-in-Lieu amount would be \$15,000 or 25% of the Colorado Big Thompson market rate (whichever is higher).

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:** _____ Date

IX. Detail of Issue/Request:

On March 16, 2015, Resolution 2015R008 was approved modifying the cash-in-lieu water fee requirement to \$10,000 per single family unit or 40% of the current Colorado Big Thompson “share” cost whichever was higher.

The City Staff was presented with historical data of water usage and recommends that the City modify its Cash-in-Lieu water fee requirement to \$20,000 per single family dwelling unit or 50% of the Colorado Big Thompson “share” cost, market rate, whichever is higher. This would allow builders incentive to build new single family housing in the City. City Municipal code 13-122 (e) allows modification to the in-lieu amount by resolution. The current in-lieu amount is current market rate of Colorado Big Thompson, which currently is \$60,000 per share. If a development brings in non-potable to the residential subdivision construction the Cash-in-Lieu amount would be \$15,000 or 25% of the Colorado Big Thompson market rate (whichever is higher). If suitable water shares are brought to the City in place of the cash-in-lieu, the shares can be calculated to fit the cash-in-lieu structure provided.

The non-potable system incentive would have to be approved through Public works to ensure functionality. The new rate structure would be effective beginning September 1st, 2020.

X. Legal/Political Considerations:

This has been reviewed by the City Attorney.

XI. Alternatives/Options:

1. Approve the resolution.
2. Not approve the resolution.
3. Provide an alternative percentage

XII. Financial Considerations:

This has been reviewed by the Finance Director.

XIII. Staff Recommendation:

Approve Resolution No 2020RXX modifying the cash-in-lieu raw water requirement per single family unit in residential subdivision construction.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON ACTING AS THE FORT LUPTON UTILITY ENTERPRISE BOARD MODIFYING THE CASH-IN-LIEU-OF-WATER FEE REQUIREMENT FOR RESIDENTIAL CONSTRUCTION, PER SECTION 13-122 (e) OF THE FORT LUPTON MUNICIPAL CODE, EFFECTIVE SEPTEMBER 1, 2020

WHEREAS, Section 13-122(e) of the Fort Lupton Municipal Code states the cash-in-lieu-of-water fee requirements may be suspended or modified, from time to time, by resolution of the Fort Lupton Utility Enterprise Board, to meet the needs of the City; and

WHEREAS, On March 16, 2015, the Fort Lupton Utility Enterprise Board approved Resolution 2015R008 modifying the cash-in-lieu-of-water fee requirement for Residential Construction; and

WHEREAS, the Fort Lupton Utility Enterprise Board has determined that in order to meet the needs of the City, the cash-in-lieu-of-water fee requirements should once again be modified; and

WHEREAS, the Fort Lupton Utility Enterprise Board has reviewed such fee structure for the cash-in-lieu-of-water requirement and deems it advisable to meet the needs of the City of Fort Lupton to modify the water requirement by offering \$20,000 per single family dwelling unit or 50% of the current Colorado Big Thompson, “share” cost whichever is higher; and

WHEREAS, if development bring in non-potable water system to the residential subdivision, the cash-in-lieu amount would be modified to \$15,000 per single family dwelling unit or 25% of the current Colorado Big Thompson “share” cost whichever is higher; and

WHEREAS, the non-potable system incentive must to be approved by the Public Works Department to ensure functionality.

WHEREAS, other sources of acceptable water for the City’s use will be evaluated and if found to be acceptable for the overall City operation, the rebate will be analyzed to be comparable with the Colorado Big Thompson example.

NOW THEREFORE BE IT RESOLVED that the City Council, acting as the Fort Lupton Utility Enterprise Board, hereby modify the cash-in-lieu-of-water fee requirement of Fort Lupton Municipal Code effective September 1, 2020 for residential construction.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 4th DAY OF AUGUST 2020.

City of Fort Lupton

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

RESOLUTION NO. 2015R008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON SITTING AS THE FORT LUPTON UTILITY ENTERPRISE BOARD MODIFYING THE CASH-IN-LIEU-OF-WATER FEE REQUIREMENT FOR RESIDENTIAL CONSTRUCTION, PER SECTION 13-122 (e) OF THE FORT LUPTON MUNICIPAL CODE.

WHEREAS, Section 13-122(e) of the Fort Lupton Municipal Code states the cash-in-lieu-of-water fee requirements may be suspended or modified, from time to time, by resolution of the Fort Lupton Utility Enterprise Board, to meet the needs of the City; and

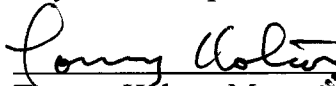
WHEREAS, the Fort Lupton Utility Enterprise Board has determined that in order to meet the needs of the City, the cash-in-lieu-of-water fee requirements should be modified;

WHEREAS, the Fort Lupton Utility Enterprise Board has reviewed such fee structure for the cash-in-lieu-of-water requirement and deems it advisable to meet the needs of the City of Fort Lupton to modify the water requirement to \$10,000 per single family unit or 40% of the current Colorado Big Thompson "share" cost whichever is higher; and

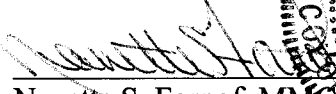
NOW THEREFORE BE IT RESOLVED that the City Council, sitting as the Fort Lupton Utility Enterprise Board hereby modifies the cash-in-lieu-of-water fee requirement of Fort Lupton Municipal Code, Section 13-122(e) to be \$10,000 per single family unit or 40% of the current market of Colorado Big Thompson "share" cost whichever is higher.

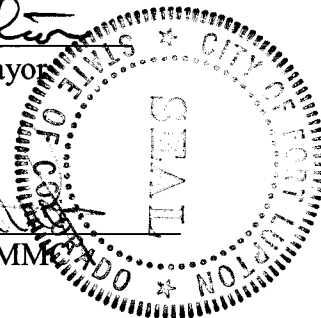
APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 16th DAY OF MARCH, 2015.

City of Fort Lupton


Tommy Holton, Mayor

Attest:


Nanette S. Fornof, MM
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 2020-144

APPROVING A RESOLUTION BY THE FORT LUPTON CITY COUNCIL ACTING AS THE FORT LUPTON UTILITY ENTERPRISE BOARD, SUSPENDING RESOLUTION 2019-067 MODIFYING THE CASH-IN-LIEU RAW WATER REQUIREMENT FOR COMMERCIAL AND INDUSTRIAL CONSTRUCTION

I. **Agenda Date:** Council Meeting – August 4, 2020

II. **Attachments:** a. Proposed Resolution
b. Resolution 2019R067

III. **Summary Statement:**

The City was looking to improve construction viability for industrial and commercial projects via the water requirements. It was recommended the City modify its dollar amounts for water shares brought in to the city. The offer of a 33% rebate of the Colorado Big Thompson (CBT) market rate on building permit fees if the project brings in their own CBT shares to the City. This allowed builders an incentive to build job producing business in the community. City Municipal code 13-122 (e) allows suspension or modification to the Cash-in-lieu amount by resolution to meet the needs of the City.

The City had a good outcome from the previous resolution and has done analysis that it would be best to remove the incentive and move future business to utilizing more of the cash-in-lieu stock available.

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 was looking to improve construction viability for industrial and commercial projects via the water requirements. It was recommended the City modify its dollar amounts for water shares brought in to the city. The offer of a 33% rebate of the Colorado Big Thompson (CBT) market rate on building permit fees if the project brings in their own CBT shares to the City. This allowed builders an incentive to build job producing business in the community. City Municipal code 13-122 (e) allows suspension or modification to the Cash-in-lieu amount by resolution to meet the needs of the City.

The City had a good outcome from the previous resolution and has done analysis that it would be best to remove the incentive and move future business to utilizing more of the cash-in-lieu stock available.

X. Legal/Political Considerations:

This has been reviewed by the City Attorney.

XI. Alternatives/Options:

1. *Approve the resolution.*
2. *Not approve the resolution.*

XII. Financial Considerations:

This has been reviewed by the Finance Director.

XIII. Staff Recommendation:

Approve the Resolution suspending Resolution 2019R067 for the cash-in-lieu raw water requirement for commercial and industrial construction.

RESOLUTION NO. 2020RXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON ACTING AS THE FORT LUPTON UTILITY ENTERPRISE BOARD SUSPENDING RESOLUTION 2019R067, MODIFYING THE CASH-IN-LIEU-OF-WATER FEE REQUIREMENT FOR COMMERCIAL AND INDUSTRIAL CONSTRUCTION PER SECTION 13-122 (e) OF THE FORT LUPTON MUNICIPAL CODE

WHEREAS, Section 13-122(e) of the Fort Lupton Municipal Code states the cash-in-lieu-of-water fee requirements may be suspended or modified, from time to time, by resolution of the Fort Lupton Utility Enterprise Board, to meet the needs of the City; and

WHEREAS, On October 7, 2019, the Fort Lupton Utility Enterprise Board determined that in order to meet the needs of the City, the cash-in-lieu-of-water fee requirements should be modified for Commercial and Industrial construction; and

WHEREAS, the Fort Lupton Utility Enterprise Board reviewed the fee structure for the cash-in-lieu-of-water requirement and determined that in order to meet the needs of the City of Fort Lupton, modified the water requirement by offering a 33% rebate of the Colorado Big Thompson (CBT) market rate on building permit fees if the project brought in their own CBT unit to the City; and

WHEREAS, the City had a good outcome from the resolution and has done analysis that indicates suspension of the incentive and move future businesses to utilizing more of the cash-in-lieu stock available.

NOW THEREFORE BE IT RESOLVED that the City Council, acting as the Fort Lupton Utility Enterprise Board hereby suspend Resolution 2019R067 which modified the cash-in-lieu-of-water fee requirement of Fort Lupton Municipal Code, Section 13-122(e) for Commercial and Industrial Construction.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 4th DAY OF AUGUST 2020.

City of Fort Lupton

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

RESOLUTION NO. 2019R067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON ACTING AS THE FORT LUPTON UTILITY ENTERPRISE BOARD MODIFYING THE CASH-IN-LIEU-OF-WATER FEE REQUIREMENT FOR COMMERCIAL AND INDUSTRIAL CONSTRUCTION, PER SECTION 13-122 (e) OF THE FORT LUPTON MUNICIPAL CODE.

WHEREAS, Section 13-122(e) of the Fort Lupton Municipal Code states the cash-in-lieu-of-water fee requirements may be suspended or modified, from time to time, by resolution of the Fort Lupton Utility Enterprise Board, to meet the needs of the City; and

WHEREAS, the Fort Lupton Utility Enterprise Board has determined that in order to meet the needs of the City, the cash-in-lieu-of-water fee requirements should be modified for Commercial and Industrial construction;

WHEREAS, the Fort Lupton Utility Enterprise Board has reviewed such fee structure for the cash-in-lieu-of-water requirement and deems it advisable to meet the needs of the City of Fort Lupton to modify the water requirement by offering a 33% rebate of the Colorado Big Thompson (CBT) market rate on building permit fees if the project bring in their own CBT unit to the City; and

WHEREAS, an example was provided assuming the current market rate of CBT is \$55,000 per unit. If a water unit is brought in for this purpose the 33% rebate would be \$18,150 per unit bringing the unit down to \$36,850 for a proposed project.

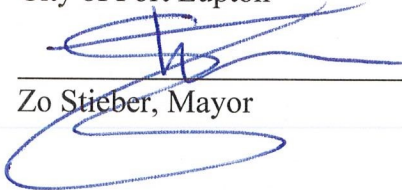
WHEREAS, other sources of acceptable water for the City's use will be evaluated and if found to be acceptable for the overall City operation the rebate will be "worked out" to be comparable with the CBT example.

WHEREAS, such incentive will be reviewed annually during Budget time, but could be eliminated or modified at any time via a Resolution of the City Council.

NOW THEREFORE BE IT RESOLVED that the City Council, acting as the Fort Lupton Utility Enterprise Board hereby modifies the cash-in-lieu-of-water fee requirement of Fort Lupton Municipal Code, Section 13-122(e) for Commercial and Industrial Construction.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7th DAY OF OCTOBER 2019.

City of Fort Lupton


Zo Stieber, Mayor



Attest:

Maricela Peña
Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus
Andy Ausmus, City Attorney

CITY OF FORT LUPTON CITY COUNCIL

Zo Stieber, Mayor

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

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



AM 2020-137

EMERGENCY REPLACEMENT REUSE WATER PUMP FOR THE WASTE WATER PLANT FOR \$11,250.00 FROM ARVADA PUMP

I. **Agenda Date:** Council Meeting – August 4, 2020

II. **Attachments:**

- a. Arvada Pump quote.
- b. Water Technology Group Quote

III. **Summary Statement:**

The Reuse Water Pump at the waste Water Plant has failed. The Pump is original installation and is over 25 years old. Staff asked for repair quotes and replacement quotes from Water Technology Group and Arvada Pump. Arvada Pump's quote to replace the existing pump with a new pump was the least expensive option.

IV. **Submitted by:** _____
Jon Mays, Waste Water Treatment Plant Supervisor

V. **Finance Reviewed** _____
Finance Director

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

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

VIII. **Certification of Council Approval:** _____ Date

IX. Detail of Issue/Request:

The Waste Water Treatment Plant does not have potable water. All water used for Plant Processes is reuse water from the effluent at the end of the Plant. The Plant has two vertical turbine reuse pumps that provide that flow. One of these pumps has failed. The pump is original equipment from 1993 when the Plant was started. The other pump was repaired 7 years ago. Quotes were requested to repair or replace the pump. Due to the age of the pump, repair parts are difficult and expensive to obtain. A new replacement pump was \$3,600.00 cheaper than the least expensive repair quote. The quote includes removal of the old pump and replacement with the new pump. The replacement with a new pump also decreases the pump down time by three to four weeks.

X. Legal/Political Considerations:

XI. Alternatives/Options:

The failure of this pump put the Plant into emergency operations. If the other plant was to fail, it would be extremely difficult and expensive to treat Waste Water.

XII. Financial Considerations:

The utility fund has \$50,000 budgeted in the waste water treatment plant's facility repair and maintenance account that can be reallocated to capital to pay for the pump.

XIII. Staff Recommendation:

Staff recommends accepting the Arvada Pump quote for a new reuse pump for \$11,250.00



PHONE: (303) 424-2664

FAX: (303) 424-4058

TO: RAY PELTON

COMPANY: CITY OF FORT LUPTON

FROM: RYAN MONROE

DATE: JULY 21, 2020

SUBJECT: WASTEWATER TREATMENT PLANT – RAW WATER PUMP

Mr. Pelton,

Arvada Pump Company is pleased to provide a quotation to rebuild or replace an existing Fairbanks Morse vertical turbine pump. The existing pump data sheet call the pump to be a 6M, 8 stage pump but the pump nameplates state that it is a model 6B, 10 stage pump rated for 60 GPM at 140 feet total dynamic head. The duty point is not able to be produced by the model 6M at only 8 stages, so the repair estimates are based on the model 6B 10 stage pump.

The proposed repair of the pump will include the appropriate man power and equipment to remove the pump using the existing eyebolts in the ceiling above the pump but with a chain fall furnished by Arvada Pump. The motor will be removed and set aside and the pump will be returned to Arvada Pump's shop for initial disassembly (removal of head and column from bowl) and will be sandblasted to near white metal for inspection. At this point the bowls will be disassembled as well. The complete pump will be inspected for:

- Inspect pump for excessive corrosion and physical damage
- Inspect pump for proper wear ring clearances (0.018" maximum clearance)
- Inspect pump for proper bearing clearances (0.009" maximum clearance)
- Inspect pump shafting for straightness, excessive corrosion and bearing / packing wear
- Provide complete report on pump condition and final repair quotation based on actual findings

Given the age of the pump and the reports of reduced performance, it is expected that the shafting will need to be replaced and that the wear ring clearances are excessive. In that case, the budgeted repair will include:

- Machine impeller skirts to a consistent diameter. Machine new bronze bowl wear rings to restore correct clearances
- Dynamically balance impellers after completion of machine work
- Replace all bowl bearings and stuffing box bearing with new bronze units
- Replace bowl, column and head shafting
- Coat column and head interior with Tnemec 94 H2O zinc primer and 12 mils of Tnemec N140 epoxy
- Assemble complete pump and coat bowl and column exterior as well as the bottom of the head with the same Tnemec coating
- Coat head exterior with Amerlock 2/400 epoxy to match existing color
- Replace stuffing box sleeve with new unit and replace packing with John Crane C1065
- Furnish discharge gasket for pump

The completed pump will then be reinstalled on site and the existing motor reconnected to the pump. The unit will be test operated. The estimated cost of this repair will be \$15,925.00 and the work will have a 6-8 week duration.

As an option, a new Goulds 6CLC bowl can be furnished assembled with new column pipe and a Vertiline head that share dimensions with the Fairbanks unit. The new pump will be built to the same 8'-10" overall length and will be rated at the same 60 GPM at 140 feet total dynamic head. The pump will be coated inside and outside with Tnemec

N140 epoxy. The pump will be compatible with the second existing pump if there is a case where they both operate at the same time.

Using a new pump will allow the pump to be removed and reinstalled in the same day. The work will include the manpower and equipment needed to remove the existing pump and install the new pump in its place. The existing motor will be reinstalled on the new pump and the pump connected to the existing piping. The pump will be test operated. The cost of this option will be \$11,251.00. The pump has a 4-5 week lead time and installation will take one day.

Exclusions:

- Special insurance including WRAP, OCIP, etc. compliance
- Permits and inspections
- Liquidated damages
- Expedited shipping

Any order resulting from this proposal will be subject to our Standard Terms and Conditions, a copy of which is attached to this proposal. Equipment is quoted FOB factory. Shipping and handling charges, plus applicable sales taxes will be added to the prices quoted above unless specifically included. If your order is tax exempt copies of certificates must be provided at the time of order entry. If you have any questions, please do not hesitate to contact the undersigned. We appreciate the opportunity to provide this proposal and look forward to hearing from you.

Sincerely,

Ryan Monroe

RMonroe@ArvadaPump.com

ARVADA PUMP COMPANY

STANDARD TERMS AND CONDITIONS

I. Warranty

Arvada Pump Company, herein after referred to as the Company, warrants all supplied goods to the extent of the Manufacturer's Standard Warranty, which will be supplied upon request. Supplied equipment, when properly installed and cared for, in accordance with the Manufacturer's published instructions, will operate in accordance with the Manufacturer's published Specifications, and the Company's proposal(s). Workmanship of the Company's employees is warranted to be skillful and performed in a workmanlike manner. Equipment proved defective, in accordance with the Manufacturer's warranty will be repaired in accordance with the Manufacturer's Terms and Conditions. Workmanship provided by the Company's personnel is warranted for a period of one year from the date of completion. Repaired equipment and/or labor provided at our facilities is warranted F.O.B. Arvada, Colorado. In the event any equipment is altered or repaired by non-Company personnel all warranties are void and the Company will not be held liable for any resultant damages.

In no event shall the Manufacturer or the Company be held liable for damage or wear caused by or due to corrosives, abrasives, erosion, foreign objects, external vibration, hydraulic / pneumatic conditions, failure to prime or operate equipment per the Manufacturer's instructions, external electrical conditions, and/or power quality from utility. The Company shall not be held liable for acts of God, including but not limited to lightning, floods, etc., or conditions beyond the control of the Company. The opinion of the Company and/or the Manufacturer will be final.

Existing customer equipment and/or materials will not be warranted against defects in materials, for continued operation, nor against breakage caused by maintenance operations. The Company shall not be held liable for damages including but not limited to well collapse; breakage or leakage of existing drop pipe, casing, tank, valves, piping, or fittings; or landscaping damages resulting from accessing property to service existing well or pump system(s). Pumps and/or valves are not guaranteed to hold prime. The Company shall not be responsible for sound frequency or sound pressure levels generated by pumps, motors, variable speed drives, nor hydraulic systems supplied by such equipment.

Under no circumstances shall the Company be held liable for any consequential or other damages, losses, or expenses arising from installation, use, or other causes, nor shall the Company be held liable for penalties of any description. In no event shall the total liability of the Company exceed the value of this Contract or Client Purchase Order to which these Terms and Conditions shall apply.

II. Shipment/Completion

Promised shipment/completion dates are approximate and are based upon the date of a completed Contract / Purchase Agreement (Order). Acceptance of said Contract or Purchase Agreement (Order) is subject to the Company's receipt of a signed copy of same, at the Company's place of business, and acceptance of the Company's Standard Terms and Conditions. Contracts not signed and returned immediately are subject to delay.

The Company will not be held liable for loss or damages caused by failure to deliver proposed equipment or services resulting from causes beyond its reasonable control, including but not limited to casting failures, acts of government, shipping company failures, supplier delays, weather conditions, or labor difficulties including strikes or lockouts. When the Company's proposal includes non-stocked materials or equipment manufactured by an outside source, shipment/completion dates are based upon the manufacturer's/supplier's promises to the Company. In no event shall the Company or manufacturer/supplier be held liable for any damages, liquidated or otherwise, as a result of failure to deliver or complete a Contract / Order by the required shipment or completion date.

III. F.O.B Point

Material specifically ordered, by the Company, for the Purchaser's account will be shipped F.O.B. point of manufacture or vendor warehouse. All freight charges incurred in transporting such material from said shipping point to the destination address, specified on Contract or Purchaser's Purchase Order shall be the sole responsibility of the Purchaser.

IV. Pricing - Freight Charges, Taxes

Prices quoted are firm for acceptance, within 20 calendar days of the date of this Contract or Proposal, unless stated otherwise. In addition to the labor and material prices quoted, Purchaser shall be liable for applicable use and/or sales taxes and associated shipping and handling charges. If Purchaser is tax exempt, appropriate copies of the **Purchaser's tax exempt certificates shall accompany the signed Contract or Purchase Agreement (Order)**.

V. Insurance / Bonds

Standard Commercial Liability and Workman's Compensation Insurance are included in the cost of our proposal. Certificates will be provided upon request. Any special endorsements, excess coverage, or bonds may be considered upon request and will be charged to the Purchaser at an additional cost.

VI. Terms of Payment

In lieu of other payment terms, shown on the face of this Contract or Proposal, payment shall be made in U.S. Funds immediately upon shipment or project completion. Failure to pay for equipment or services will result in a lien being placed on subject property. Purchaser agrees to pay all costs of collection and all attorneys' fees resulting from failure to pay for materials and/or services. Any account not paid in full within the stated terms shall be subject to interest charges at the rate of 2% per month from the due date, compounded monthly.

VII. Cancellation/Returned Material Charges

Any order, which has been accepted by the Company, is subject to cancellation charges. Equipment and/or services purchased by the Company for the Purchaser's account, and included in the scope of work requested by the Purchaser, will be subject to the supplier's cancellation charges, plus five (5) percent for handling by the Company. Cancellation of services or material supplied by the Company shall be subject to actual costs incurred by the Company including restocking charges and labor (at the Company's, Standard Labor Rates), plus twenty-five (25) percent. In no case shall cancellation charges be less than \$100.00 per order.

VIII. Material Returned for Service or Credit

Equipment can only be returned after receiving authorization from the Company. Returned goods shall be cleaned of all hazardous materials and substances, and shall only be allowed to be returned if authorized by the Company and/or manufacturer. Purchaser shall be liable for all costs of return including, handling, packaging, and freight charges.

IX. Water Quality /Wells/Pollution

The Company shall not be held liable for the condition of any well, water system, sewage system or effluent system; nor water quantity, water quality, or effluent quality from Purchaser's system(s). (Chlorine will be utilized as required by Colorado Water Well Regulations to sanitize domestic water systems.) In no event shall the Company be held liable for abrasives, sand, silt, dirt, rust, debris or other pollution found in any well, water system, or sewage/effluent system, nor for the results from such matter being discharged from any system as a result of the Purchaser utilizing equipment or services purchased from the Company. Purchaser shall indemnify and hold harmless the Company, its officers or employees from liability for pollution from any facility, equipment, or source managed or owned by the Purchaser.

July 23, 2020

ATTN: Ray Pelton

Quote: OP-511959

Project: VT Pump and Motor Inspection

Subject: Field Service and Shop Service

Water Technology Group offers the following basic repair quote for consideration on your Fairbanks Morse VT pump and VHS Motor. Quote includes labor for pulling the pump, Disassembly, Cleaning and Inspection, and Installation. If, at the time of our inspection, we find other items in need of repair or replace we will quote those items at that time.

- (1) Suction Bushing – Material 660 Bronze Manufactured in our shop
- (1) Intermediate Bowl Bushing – Material 660 Bronze Manufactured in our shop
- (1) Top Bowl Bushing – Material 660 Bronze Manufactured in our shop
- (1) Pump Shaft – Material 416 SS Manufactured in our shop
- (3) Shaft Coupling – Material 416 SS Purchased from Vendor
- (2) Line Shaft – Material 416 SS Manufactured in our shop
- (1) Head Shaft – Material 416 SS Manufactured in our shop
- (1) Tension Nut Bushing – Material 660 Bronze Manufactured in our shop
- (2) Line Shaft Bearing – Material 660 Bronze Manufactured in our shop
- (1) Throttle Bearing – Material 660 Bronze Manufactured in our shop
- (2) Impeller Key – Material Carbon Steel Purchased from Vendor
- (3) Packing 2-7/8" x 3/8" – Purchased from vendor
- New Hardware and Gasket – Purchased from Vendor
- Sand Blast to White Metal – Bowls, Impellers, Column Pipe and Head
- Balance Impellers
- Painting of Head
- TNEMEC Paint Bowls and Column Pipe

- (2) Upper Motor Bearing
- (1) Lower Motor Bearing
- Wash and Bake Motor Stator
- Grease

Parts and Material Total -----	\$5792.18
Labor Total -----	\$9083.00
Total Sell -----	\$14,875.18

Subject to Cogent, Inc. Standard Terms & Conditions of Sale. Quote valid for 30 days.

Delivery: TBD

NOTES: Selections based on information provided; anything not listed above is not included in price. Changes to design point and/or equipment specifications are subject to re-quote. Taxes not included. **Freight is included.**

Startup and commissioning service is included.

Best Regards,
Brandon Cole
Service and Aftermarket Sales
Northern CO and Wyoming
303-888-7265
bcole@wtrgroup.com

Take a video tour of our shop here: <https://youtu.be/erjElfTsvpA>

STANDARD TERMS AND CONDITIONS

Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Customer Name Printed

Company Name Printed

Customer Signature

Date

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-138

APPROVAL OF A RESOLUTION ACCEPTING THE COST RECOVERY AGREEMENT WITH BASALITE BUILDING PRODUCTS, LLC FOR CONSTRUCTION OF SOUTH ROLLIE AVENUE WESTERN HALF

- I. **Agenda Date:** Council Meeting – August 4, 2020
- II. **Attachments:** a. Resolution 2020-0xx.
b. Basalite Cost Recovery Agreement.
- III. **Summary Statement:**
- Approval of the Cost Recovery Agreement between the City of Fort Lupton and Basalite Building Products, LLC for construction of South Rollie Avenue, western half.*

-
- 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:

This agreement was drafted for the Basalite Concrete Products Manufacturing Facility, Parcel Number 147117200006 (the "Plan") on 1/17/2018, (LUP2018-0002 & Plan Nos. SPR2018-0002 & SUP2018-0003) which is located on west side of S Rollie Avenue, south of CR 10.

The Public Improvements Agreement approved by Resolution 2020R007 on January 7, 2020 required the construction of S Rollie Avenue west half of the roadway section from Cr 8 north to CR 10, as shown in exhibit A. Approximate value of this agreement for construction was \$1,814,000.00.

This Cost Recovery Agreement provides for the repayment by benefitted properties for a portion of the costs for design and construction of the City improvements. Project costs are allocated based on frontage of the property along S Rollie Avenue. Costs are recovered at time of development of the property.

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 Cost Recovery Agreement between the City of Fort Lupton and Basalite Building Products, LLC.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE BASALITE CONCRETE PRODUCTS, LLC COST RECOVERY AGREEMENT FOR CONSTRUCTION OF SOUTH ROLLIE AVENUE.

WHEREAS, the City Council Resolution No. 2018R035 approved the Basalite Concrete Products Manufacturing Facility Site Plan with conditions April 16, 2018; and

WHEREAS, a Public Improvements Agreement was executed between the City and Basalite on January 7, 2020 with Resolution 2020R007

WHEREAS, South Rollie Avenue western half has been completed by Basalite with costs certified by the City Engineer; and

WHEREAS, the City Council finds that the Cost Recovery 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 Cost Recovery 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 Basalite Concrete Products, LLC Cost Recovery Agreement and authorizes the Mayor to sign.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4th DAY OF AUGUST 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



COST RECOVERY AGREEMENT

THIS **COST RECOVERY AGREEMENT** ("Agreement") is made as of the 4th day of **August**, 2020, by and between the CITY OF FORT LUPTON, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **Basalite Building Products, LLC**, a Nevada limited liability company, hereinafter referred to as "Developer", together referred to as the "Parties".

RECITALS

A. City generally furnishes street, water and sanitation facilities and services to properties within its boundaries and recently accepted an extension of the public roadway infrastructure ("Project") as a part of site development requirements of Basalite Concrete Products Manufacturing Facility, Parcel Number 147117200006 (the "Plan") on 1/17/2018, (LUP2018-0002 & Plan Nos. SPR2018-0002 & SUP2018-0003).

B. DEVELOPER, is required to provide for the financing, design, construction, and installation of public infrastructure for the benefit of the Property and caused the extension of South Rollie Avenue roadway 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").

C. DEVELOPER 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 roadway infrastructure in accordance with the terms and conditions hereinafter set forth.

AGREEMENT

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

1. The Project was designed, constructed and completed by the DEVELOPER in accordance with the City's Engineering Specifications and Standards 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 DEVELOPER in the amount of **\$1,885,819.83**.

2. DEVELOPER 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. The Cost Allocation Formula is based on property linear frontage along South Rollie Avenue and DEVELOPER is a party thereto. No more than **\$828,531.42** in cost recovery charges shall be rebated to DEVELOPER. The City shall require payment of the Cost Recovery Charge upon development of the Benefitted Properties adjacent to the roadway improvements. Such Cost Recovery Charges shall be paid to the City and the City shall promptly pay the DEVELOPER a like amount. The amount of total Cost Recovery Charges shall be limited to the Cost Recovery Amount.

(a) Parcel #147117300004 was developed by Kerr McGee in 2018 with a Public Improvement Agreement that provided an estimated cost of **\$356,886.55** and payment to the City.

(b) Parcel #147117300 is currently undeveloped with a proportionate share of **\$471,644.87** due at time of site development.

5. Cost Recovery Charges collected by City shall be paid to DEVELOPER at address indicated in paragraph 8. Notices, without any interest thereon, 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 DEVELOPER 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 tap and connection fees of City; and that DEVELOPER shall have no right to any 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 DEVELOPER under this Agreement shall not exceed the Certified Cost of improvements minus DEVELOPER's proportionate share of the cost for the Basalite Property, plus interest on the remainder as set forth herein. The City shall keep an accounting of Reimbursements collected and paid to DEVELOPER under this Agreement and may charge a reasonable administration fee to be deducted from the funds payable to DEVELOPER. The City shall give DEVELOPER 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 DEVELOPER throughout the term of the extension of the term of the Agreement.

(i) Any Cost Recovery Charges paid to the DEVELOPER 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 DEVELOPER has been fully reimbursed for the Certified Cost of Improvements paid to DEVELOPER, plus interest, DEVELOPER shall have no further right to receive Reimbursements under this agreement.

(c) In administering this agreement, the City shall not be deemed to be acting as an agent or fiduciary of DEVELOPER 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 (**May 22, 2020**), 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 DEVELOPER. 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.

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621
Facsimile: (303) 857-0351
Email: Administration@fortluptonco.gov

DEVELOPER: Basalite Building Products, LLC.
Attention: Dallas Barrett, Jr.
2150 Douglas Boulevard, Suite 260
Roseville, California 95661
Facsimile: (916) 529-4157
Email: dallas.barrett@basalite.com

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.

Basalite - South Rollie Avenue Cost Recovery Agreement

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 DEVELOPER 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.

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 _____ 2020, by Zo Stieber as Mayor of the City of Fort Lupton, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

Basalite Building Products, LLC., a Nevada Limited Liability Company

By: _____
ERIK ABSALON, President

STATE OF CALIFORNIA

)
) ss.
)

COUNTY OF SACRAMENTO

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2020, by Erik Absalon, President.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

Exhibit A
Benefitted Properties



Exhibit B
Cost Allocation Formula and Costs

General Conditions			Unit Price	Total
Engineering (Full Road Way	1		\$ 269,000.00	\$ 269,000.00
Mobilization	1	EA	\$ 51,500.00	\$ 51,500.00
Survey	1	EA	\$ 44,250.00	\$ 44,250.00
			Subtotal	\$ 364,750.00
Earthwork				
Clear and Grub	2	acre	\$ 1,090.00	\$ 2,180.00
Topsoil (strip, stockpile Place	16526	CY	\$ 4.60	\$ 76,019.60
Cut Fill	21495	CY	\$ 2.85	\$ 61,260.75
Borrow within 1500' (ponds)	0	CY	\$ 3.45	\$ -
Import to fill	22220	CY	\$ 9.70	\$ 215,534.00
Scarify and recompact ROW limits	5527	SY	\$ 3.15	\$ 17,410.05
Scarify and recompact under asphalt	20404	SY	\$ 2.15	\$ 43,868.60
6" ABC shoulder	1281	ton	\$ 19.70	\$ 25,235.70
Cement treated Base	12159	ton	\$ 19.70	\$ 239,532.30
			Subtotal	\$ 681,041.00
Vehicle Tracking	1	EA	\$ 3,610.00	\$ 3,610.00
Staging Area	1	EA	\$ 11,650.00	\$ 11,650.00
Washout	1	EA	\$ 1,010.00	\$ 1,010.00
Silt Fence	5000	LF	\$ 2.55	\$ 12,750.00
Inlet outlet protection	24	EA	\$ 329.00	\$ 7,896.00
Check Dam	11	EA	\$ 190.00	\$ 2,090.00
Erosion Control Inspection and permit	6	months	\$ 500.00	\$ 3,000.00
Erosion Maintenance	6	months	\$ 1,500.00	\$ 9,000.00
Seeding- Mulch	8	Acre	\$ 3,160.00	\$ 25,280.00
			Subtotal	\$ 76,286.00
SSMH 48" precast	14	EA	\$ 3,180.00	\$ 44,520.00
			Subtotal	\$ 44,520.00

Basalite - South Rollie Avenue Cost Recovery Agreement

By site frontage location				
18" RCP	112	LF	\$ 81.80	\$ 9,161.60
14x23 HERCP	208	LF	\$ 116.00	\$ 24,128.00
24x38 HERCP	120	LF	\$ 170.60	\$ 20,472.00
18" FES	3	EA	\$ 1,510.00	\$ 4,530.00
14x23HERCP FES	4	EA	\$ 2,550.00	\$ 10,200.00
24x38HERCP FES	4	EA	\$ 3,564.00	\$ 14,256.00
			Subtotal	\$ 82,747.60
6.5" Paving	18216	SY	\$ 27.20	\$ 495,475.20
Ajust VB	6	EA	\$ 278.00	\$ 1,668.00
Adjust MH	14	EA	\$ 784.00	\$ 10,976.00
Sidewalk 10'x6"	0	LF	\$ 44.60	\$ -
Striping	1	LS	\$ 32,150.00	\$ 32,150.00
TC	7	day	\$ 1,900.00	\$ 13,300.00
			Subtotal	\$ 553,569.20
CO-1 Permit	1	LS	\$ 5,447.50	\$ 5,447.50
CO-8 Hydrant relocation	1	LS	\$ 4,640.00	\$ 4,640.00
CO CR8 concrete paving	1	LS	\$10,000	\$ 10,000.00
CO fence replace	1	LS	\$ 3,000.00	\$ 3,000.00
GA (Testing, Project admin)	1	LS	\$ 61,565.00	\$ 61,565.00
			Total	\$ 1,887,566.30

COST SHARE PER PROPERTY

5221.89	If	TOTAL	S Rollie Improvements
2604.8	If		Basalite Site frontage
		\$ 862,971.51	LF costs
		\$ 931,367.11	Total Powars Frontage
1317.45	If	\$ 480,706.33	Kerr McGee
1300	If	\$ 474,879.27	Villano
		\$ 1,886,952.71	Totals

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-139

APPROVAL OF PAYMENT TO BASALITE BUILDING PRODUCTS, LLC FOR SOUTH ROLLIE AVENUE IMPROVEMENTS ALONG KERR MCGEE PROPERTY OF \$365,885.00

I. **Agenda Date:** Council Meeting – August 4, 2020

II. **Attachments:** a. Public Improvement Agreement - Kerr-McGee (Powars).

III. **Summary Statement:**

Approval of the payment to Basalite for CR S Rollie roadway improvements along Kerr-McGee property secured by cash payment from Kerr-McGee for development of Powars Compressor site on S Rollie Avenue.

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 Powars Compressor Station Site Plan (LUP2018-0003 & SUP2018-0002) which is located on the west side of S. Rollie Avenue north of CR8 required a Public Improvement Agreement in association with site development for required S Rollie Avenue improvement. The PIA was approved by council with Resolution 2018R038 on May 7, 2018.

Payment of \$365,886.00 was received from Kerr McGee to cover cost of roadway improvements along S Rollie Avenue.

Basalite has completed and received initial acceptance of the S Rollie Avenue improvements.

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

- *Approve Payment of contribution*
- *Do not approve payment*

XII. Financial Considerations:

The \$365,886.00 was received into the Street Sales Tax Fund's infrastructure assessment revenue account February 28, 2018. The refund in 2020 needs to be recorded as an unbudgeted expenditure.

XIII. Staff Recommendation:

Staff recommends approval of the payment of \$365,866.00 security received from Kerr McGee to Basalite for roadway improvements to S Rollie Avenue.



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Public Works

Fort Lupton, CO 80621

130 S. McKinley Avenue

Phone: 303.857.6694

Greeley: 970.346.0326

PUBLIC IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this 7 day of May 2018, by and between the CITY OF FORT LUPTON, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **Kerr McGee Gathering, LLC.**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, Anadarko submitted the Site Plan for development of Parcel Number 147117300004 (the "Plan") on 1/17/2018, (LUP2018-0003 & SUP2018-0002) which Plan depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the plan, which is the "Subject Property"; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval (Resolution 2018R028 approved March 19, 2018) for the Development; and

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a subdivision improvement agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

WHEREAS, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein. Unless as otherwise amended within this agreement, the Developer shall be responsible for performance of all requirements in this agreement.

1.2 Engineering and Surveying Services. Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design layout and construction of the improvements (the "Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction specifications applicable at the time of actual construction.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

1.5 Construction Acceptance and Warranty. No later than ten (10) days after the Improvements are completed, Developer shall request inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance"), which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request a reinspection of such work to determine if Construction Acceptance can be granted. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

1.6 Final Acceptance. At least thirty (30) days before two (2) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

1.7 Testing and Inspection.

(a) At all times during construction of the public improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s), of the construction and installation of such improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

(c) All testing required by the City's *"Standards and Specifications for the Design and Construction of Public Improvements"* shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

1.8 Indemnification and Release of Liability. Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.9 Insurance OSHA. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance and shall require faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-Way, Easements and Permits. Before the City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, all rights-of-way and easements depicted on the Plan, as required by the City for the construction of the Improvements. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by deed, easement, or plat dedication in form and substance acceptable to the City Administrator or the Administrator's designee. All title documents shall be recorded at the Developer's expense.

3.0 OFFSITE INFRASTRUCTURE IMPROVEMENTS

3.1 The Developer agrees to participate in the cost of construction of certain improvements located outside of the Site Plan (the "Offsite Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. The Certificate of Occupancy (CO) shall not be approved until the offsite improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of request of CO. Surety in the amount of 25% shall be provided, at the time of recording, for improvements that have received construction acceptance under the terms of this agreement. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer's warranty during the two (2) year warranty period.

3.2 The Offsite Improvements are summarized as follows: Roadway improvements – Half of the roadway section for Rollie Avenue along the east property line frontage. Detached concrete sidewalk 10-feet wide and drainage borrow ditch.

3.3 The improvements shall be coordinated with future improvements by other development requirements along Rollie Avenue. The surety required by paragraph 3.1 will be presented to the City for application to future improvements. Final costs based on construction bid shall determine actual contribution requirement. Excess funds at completion of improvements will be returned to Developer. Warranty surety will not be required by Developer.

5.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the Improvements described on Exhibit "A" offsite Improvements. All streets within the Subdivision shall be constructed to City Standards and Specifications and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. A detention pond or other approved system that meets the current standards and specifications of the City of Fort Lupton will be required at the time of construction on the site as determined by a Phase III Drainage Study submitted at the time of development.

6.0 OTHER REQUIREMENTS

6.1 Trash, Debris, Mud. Developer agrees that, during construction of the Development and Improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the developer will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

6.2 Erosion Control and Sedimentation Plan. Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

7.0 MISCELLANEOUS TERMS

7.1 Local Codes and Ordinances. In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

7.2 Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

7.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7.4 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver

of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

7.5 Notices. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621

DEVELOPER: Kerr McGee Gathering, LLC.
1099 18th St, Suite 1800
Denver, CO 80202

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

7.6 Force Majeure. Whenever Developer is required to complete construction, maintenance, repair or replacement of Improvements by an agreed upon deadline, the City shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to acts of God or other circumstances constituting force majeure or beyond the reasonable control of the Developer.

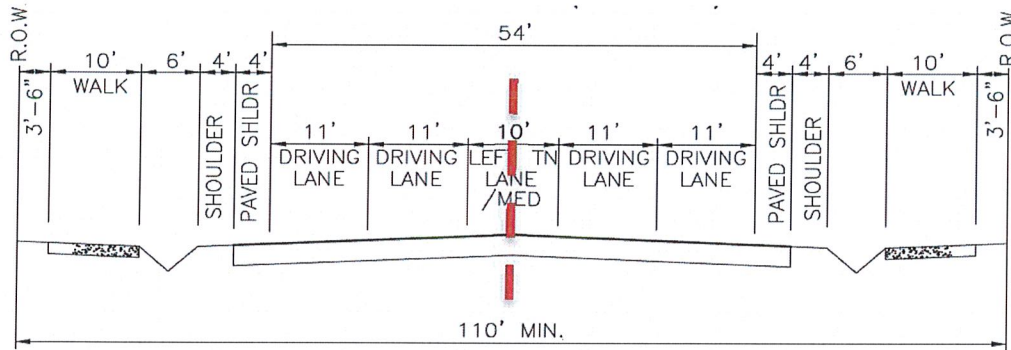
7.7 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

7.8 Title and Authority. Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

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

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

EXHIBIT A
Rollie Avenue
CR8 to CR10 - POWARS Portion
Preliminary Cost Estimate



ULTIMATE SECTION
(POWARS property responsible for 1/2 of section)

(2-11' lanes 1/2 med with 4' shoulders = 31' width)

				TOTAL COST	
Site east side frontage	1317.45 LF	Width Paved	31		
CL VI Base Course	757 CY	\$	15.00	\$	11,355.00
HMA (6" Lift)	1,532 Ton	\$	95.00	\$	145,540.00
Marking	1778.56 SF	\$	2.00	\$	3,557.12
10' wide Concrete Trail	13,175 SF	\$	8.00	\$	105,396.00
24" RCP Drive Culvert	24 LF	\$	320.00	\$	7,680.00
24" FES	2 EA	\$	500.00	\$	1,000.00
Contingency @ 20%				\$	54,905.62
Engineering @ 10%				\$	27,452.81
(Design/Construction)					
TOTAL COST				\$	356,886.55

Unit cost based on recent projects bid by city
Pavement section based on CR8 pavement design

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-142

SERVICE PLAN EXTENSION FOR COTTONWOOD GREENS METROPOLITAN DISTRICT NO. 1

I. **Agenda Date:** Council Meeting – August 4, 2020

II. **Attachments:**

- a. Request Email
- b. Map and Legal Description

III. **Summary Statement:**

On October 7, 2019, the City Council approved an extension for the Cottonwood Greens Metropolitan District No. 1 (the "District"), for the purpose of updating its service plan amendment that would be due August 1, 2020. The updating group is again asking for an extension of the August 1, 2020, date to December 31, 2020. This will allow for them to complete outdated information with the District documents to satisfactory levels.

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:

On October 7, 2019, the City Council approved an extension for the Cottonwood Greens Metropolitan District No. 1 (the "District"), for the purpose of updating its service plan amendment that would be due August 1, 2020. The updating group is again asking for an extension of the August 1, 2020, date to December 31, 2020. This will allow for them to complete outdated information with the District documents to satisfactory levels.

The attached request letter and map provide more detail on the request and provide the Districts metro area for reference.

X. Legal/Political Considerations:

None noted.

XI. Alternatives/Options:

- Not grant the extension
- Grant a different timeline of extension

XII. Financial Considerations:

Not applicable.

XIII. Staff Recommendation:

Recommend approval of the extension to December 31, 2020.

Mari Pena

From: Chris Cross
Sent: Thursday, July 30, 2020 3:30 PM
To: Mari Pena
Subject: FW: Extension of Service Plan Amendment Submittal Deadline - Cottonwood Greens Metropolitan District No. 1

From: Jennifer Gruber Tanaka [mailto:jtanaka@wbapc.com]
Sent: Tuesday, July 28, 2020 5:29 PM
To: 'Matt Ruhland' <MRuhland@CCCFIRM.COM>
Cc: Todd Hodges <thodges@Fortluptonco.gov>; Chris Cross <CCross@Fortluptonco.gov>; Andy Ausmus <andy@ausmuslaw.com>; 'Karl Kasch' <kkasch52@icloud.com>; 'Bob Leino' <bleino@fullerre.com>; 'Ayshan Ibrahim' <Albrahim@CCCFIRM.COM>
Subject: RE: Extension of Service Plan Amendment Submittal Deadline - Cottonwood Greens Metropolitan District No. 1

Matt: Thank you.

Andy: Please let me know if you or staff need anything from me for the meeting next week. I have another Board meeting that night but if you need something in advance please let me know.

JENNIFER GRUBER TANAKA, ESQ.

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From: Matt Ruhland [mailto:MRuhland@CCCFIRM.COM]
Sent: Tuesday, July 28, 2020 2:26 PM
To: Jennifer Gruber Tanaka <jtanaka@wbapc.com>
Cc: 'Todd Hodges' <thodges@Fortluptonco.gov>; Chris Cross <CCross@Fortluptonco.gov>; Andy Ausmus <andy@ausmuslaw.com>; 'Karl Kasch' <kkasch52@icloud.com>; Bob Leino <bleino@fullerre.com>; Ayshan Ibrahim <Albrahim@CCCFIRM.COM>
Subject: Extension of Service Plan Amendment Submittal Deadline - Cottonwood Greens Metropolitan District No. 1

Jennifer,

As discussed on our call yesterday, attached is Cottonwood Greens Metropolitan District No. 1's formal request to extend its service plan amendment submittal deadline to December 31, 2020. Please review and let me know if you have any questions or require any additional information. It is my understanding this item will be considered at the City Council meeting to be held on Tuesday, August 4th – I will follow up the following day to see if the extension was granted.

Best,

Matt

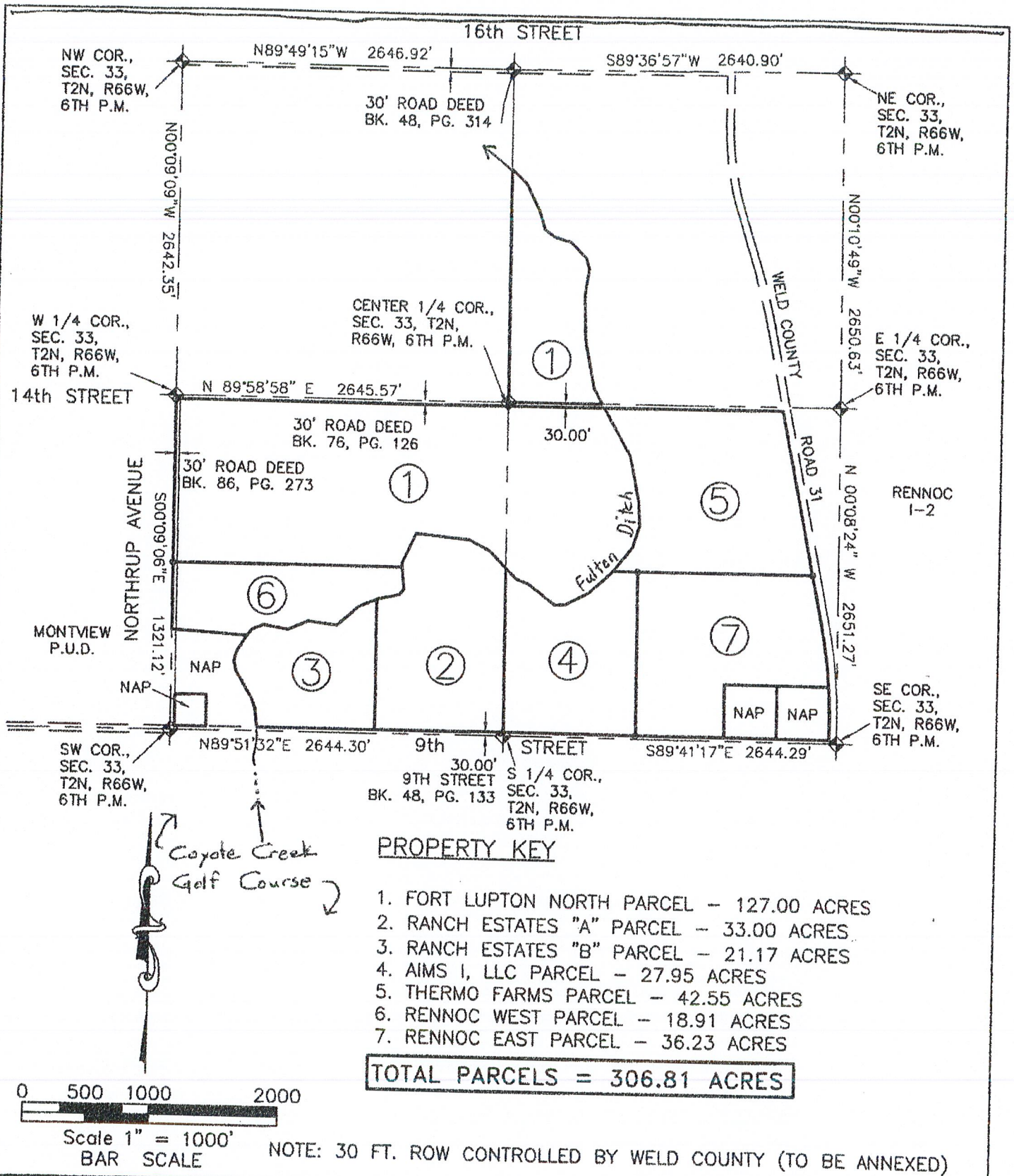
Matthew P. Ruhland | Attorney

Collins Cockrel & Cole P.C. | www.cccfirm.com

Office 303.986.1551 | Toll Free 800.354.5941 | Direct 303.218.7212 | [LinkedIn](#) | [vCard](#)

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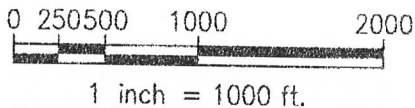
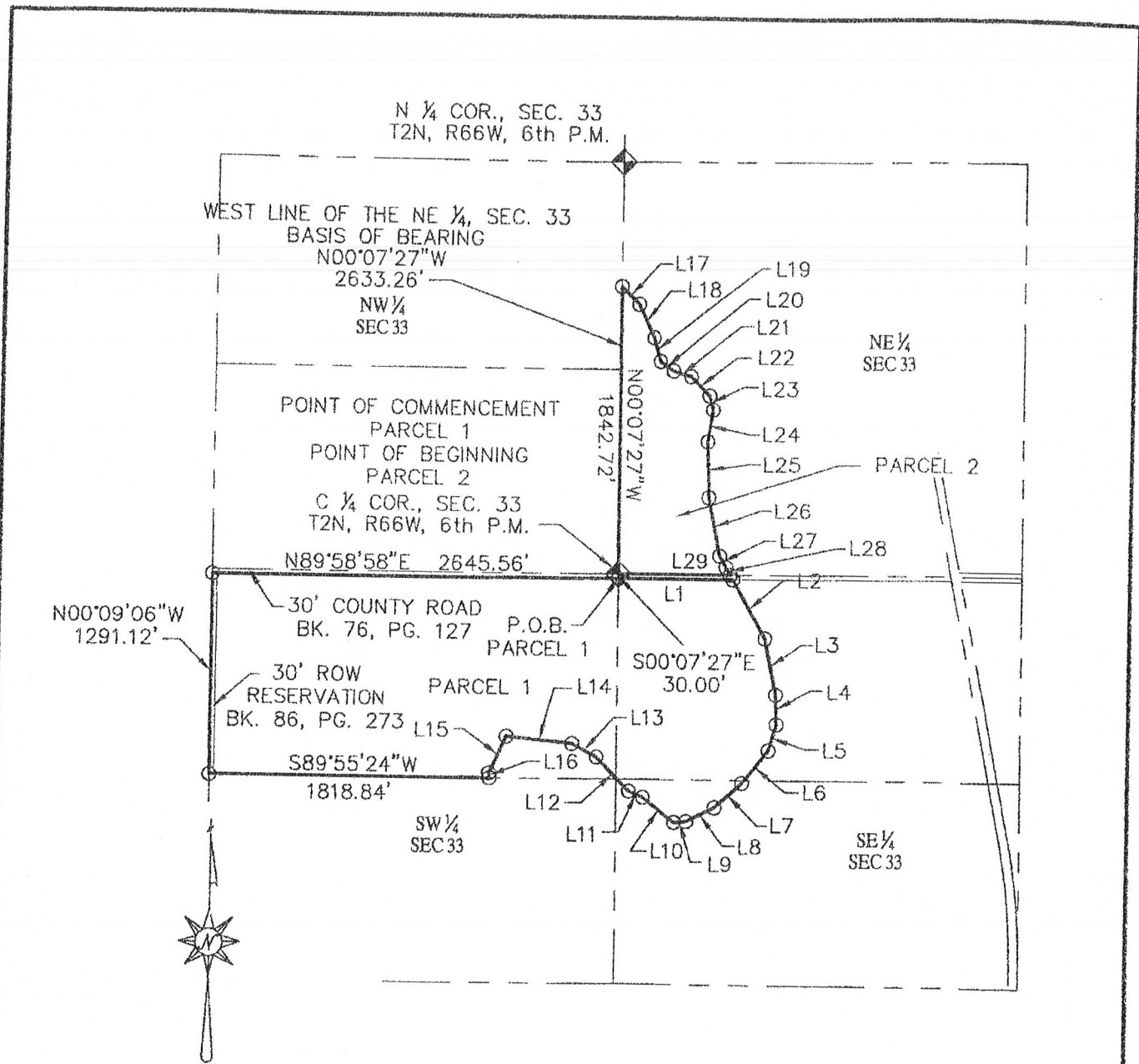


WELD COUNTY, COLORADO

COTTONWOOD GREENS P.U.D.

DRAWN BY:	NLD	SCALE:	1"=1000'	R.O.W. FILE NUMBER
CHECKED BY:	NLD	DATE:	01-31-05	JOB NUMBER:
				18014172

PROPERTY EXHIBIT
SITUATED IN SEC. 33, T2N,
R66W, 6th P.M., WELD COUNTY, COLORADO



PARCEL 1 CONTAINING
4,632,679 sq. ft. OR 106.352 ACRES
PARCEL 2 CONTAINING
899,577 sq. ft. OR 20.651 ACRES
TOTAL AREA
127.003 ACRES ±

THIS EXHIBIT DOES NOT REPRESENT
A MONUMENTED LAND SURVEY. IT IS
INTENDED ONLY TO REPRESENT THE
ATTACHED PROPERTY DESCRIPTION.

MERRICK PROJECT NO.		18014172	
CLIENT PROJECT NO.			
RECORD DESCRIPTION			
DRAWN	BY	DATE	05-16-09
MERRICK Engineers & Architects		SCALE: 1"=1000' 2450 S. Peoria St., Aurora, Co. 80014 Phone: 303-751-0741	

FT. LUPTON NORTH PROPERTIES NE 1/4 & S1/2, SEC. 33 T2N, R66W, 6th P.M.	
TITLE: COYOTE CREEK NORTH PARCEL EXHIBIT	
DRAWING NO. PLMP PARCEL EXHIBIT (LOCAL SURVEY) COYOTE NORTH, DMS	SHEET NO. 3 of 4

FLNP

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'33"E	763.26
L2	S29°30'23"E	433.96
L3	S11°44'38"E	367.91
L4	S02°12'23"E	191.55
L5	S16°43'32"W	177.03
L6	S39°07'20"W	270.10
L7	S47°57'25"W	237.38
L8	S63°34'45"W	205.14
L9	S85°20'22"W	82.20
L10	N53°16'08"W	266.98
L11	N67°18'03"W	103.00
L12	N44°48'03"W	306.62
L13	N62°30'08"W	185.25
L14	N84°26'58"W	426.35
L15	S24°35'52"W	259.75
L16	S04°38'28"E	31.95
L17	S46°07'25"E	161.55
L18	S26°34'05"E	237.68
L19	S17°04'55"E	155.48
L20	S56°15'25"E	109.68
L21	S74°00'07"E	122.26
L22	S45°23'07"E	173.34
L23	S15°59'13"E	92.72
L24	S09°12'24"W	208.15
L25	S02°08'23"E	360.18
L26	S11°11'43"E	382.01
L27	S29°30'23"E	84.81
L28	S29°10'04"E	57.26
L29	S89°59'33"W	746.09

MERRICK PROJECT NO. 18014172
 CLIENT PROJECT NO.
 REVISION DESCRIPTION

DRAWN BYN DATE WHEN SCALE N/A



MERRICK

Engineers & Architects

2450 S. Peoria St., Aurora, Co. 80014 Phone: 303-751-0741

FT. LUPTON NORTH PROPERTIES
 NE 1/4 & S1/2, SEC. 33
 T2N, R66W, 6th P.M.

COYOTE CREEK NORTH
 PARCEL EXHIBIT

DRAWING NO. FLNP PARCEL DWS
 A:\FLNP\FLNP\FLNP.DWG

SHEET NO. 4 of 4



Exhibit "A"
(5 pages)

Merrick & Company
2450 S. Peoria Street
Aurora, CO 80014-5472
Phone 303-751-0741 / Fax 303-751-2581
www.merrick.com

**FT. LUPTON NORTH PROPERTIES
PROPERTY DESCRIPTION**

TWO PARCELS OF LAND LOCATED IN SECTION 33, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 33 WHENCE THE NORTH QUARTER CORNER OF SAID SECTION BEARS N00°07'27"W A DISTANCE OF 2633.26 FEET;

THENCE S00°07'27"E, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THAT COUNTY ROAD DESCRIBED IN BOOK 76 AT PAGE 127 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°59'33"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 763.26 FEET;

THENCE S29°30'23"E, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 433.96 FEET;

THENCE S11°44'38"E A DISTANCE OF 367.91 FEET;

THENCE S02°12'23"E A DISTANCE OF 191.55 FEET;

THENCE S16°43'32"W A DISTANCE OF 177.03 FEET;

THENCE S39°07'20"W A DISTANCE OF 270.10 FEET;

THENCE S47°57'25"W A DISTANCE OF 237.38 FEET;

THENCE S63°34'45"W A DISTANCE OF 205.14 FEET;

THENCE S85°20'22"W A DISTANCE OF 82.20 FEET;

THENCE N53°16'08"W A DISTANCE OF 266.98 FEET;

THENCE N67°18'03"W A DISTANCE OF 103.00 FEET;

THENCE N44°48'03"W A DISTANCE OF 306.62 FEET;

THENCE N62°30'08"W A DISTANCE OF 185.25 FEET;

THENCE N84°26'58"W A DISTANCE OF 426.35 FEET;

THENCE S24°35'52"W A DISTANCE OF 259.75 FEET;

THENCE S04°38'28"E A DISTANCE OF 31.95 FEET;

THENCE S89°55'24"W A DISTANCE OF 1818.84 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE N00°09'06"W, ALONG SAID WEST LINE A DISTANCE OF 1291.12 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID COUNTY ROAD;

THENCE N89°58'58"E A DISTANCE OF 2645.56 FEET TO THE POINT OF BEGINNING.

SAID PARCEL 1 CONTAINING 4,632,679 SQUARE FEET OR 106.352 ACRES MORE OR LESS.

PARCEL 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 33, WHENCE THE NORTH QUARTER CORNER OF SAID SECTION BEARS N00°07'27"W A DISTANCE OF 2633.26 FEET;

THENCE N00°07'27"W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1842.72 FEET;

THENCE S46°07'25"E, DEPARTING SAID WEST LINE, A DISTANCE OF 161.55 FEET;

THENCE S26°34'05"E A DISTANCE OF 237.68 FEET;

THENCE S17°04'55"E A DISTANCE OF 155.48 FEET;

THENCE S56°15'25"E A DISTANCE OF 109.68 FEET;

THENCE S74°00'07"E A DISTANCE OF 122.26 FEET;

THENCE S45°23'07"E A DISTANCE OF 173.34 FEET;

THENCE S15°59'13"E A DISTANCE OF 92.72 FEET;

THENCE S09°12'24"W A DISTANCE OF 208.15 FEET;

THENCE S02°08'23"E A DISTANCE OF 360.18 FEET;

THENCE S11°11'43"E A DISTANCE OF 382.01 FEET;

THENCE S29°30'23"E A DISTANCE OF 84.81 FEET;

THENCE S29°10'04"E A DISTANCE OF 57.26 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER;

THENCE S89°59'33"W, ALONG SAID SOUTH LINE, A DISTANCE OF 746.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL 2 CONTAINING 899,577 SQUARE FEET OR 20.651 ACRES MORE OR LESS.

PARCELS 1 AND 2 CONTAINING A COMBINED AREA OF 127.003 ACRES MORE OR LESS.

NOTE: THIS DESCRIPTION DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO REPRESENT THE ATTACHED EASEMENT DESCRIPTION.

David R. Franzen

DAVID R. FRANZEN, P.L.S. NO. 29036

FOR AND ON BEHALF OF
MERRICK & COMPANY

JN: 18014172

DATE: _____

5-19-0





Upcoming Events

August 6 th	Street Market, 131 S. McKinley Ave.
August 11 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
August 18 th	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
August 20 th	Street Market, 131 S. McKinley Ave.
August 25 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.

NOTE: The meeting will be held at City Hall in the Council Chambers. You are welcome to attend either in person or remotely through GoToMeetings. For your safety and ours we will be enforcing social distancing protocols, including but not limited to, limiting the number of people allowed into Council Chambers at a time, encouraging the use of face masks, and requiring a six-foot separation. Additional instructions on meeting conduct will be provided prior to the start of the meeting.

When calling in, please be sure to mute your microphone on your computer, phone or tablet. City Staff and/or the Mayor will provide instructions on when and how comments can be made by the public. Other instructions on meeting conduct will be provided at the start of the meeting.

You can dial in using your phone.

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

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

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

United States: +1 (312) 757-3117

- One-touch: <tel:+13127573117,,623516477#>

Access Code: 623-516-477

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/623516477>

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

<https://global.gotomeeting.com/join/623516477>

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

Remote Participation:

Options for Remote Participation

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

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

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

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