City of Fort Lupton

City Council Agenda
Regular Meeting
7:00 p.m.
130 South McKinley Avenue
June 20, 2016

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 five (5) minutes - Mayor Holton

Approval Of Agenda

Review Of Accounts Payables

a. **06202016, Accounts Payables**

Documents: 06202016 Accounts Payables.pdf

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 from the Consent Agenda and considered at the end of the Consent Agenda.

a. **06062016, City Council Meeting Minutes**

Documents: 06062016 City Council Meeting Minutes.pdf

b. **AM 2016-087, Authorize The Mayor's Signature On A Purchase And Sales Agreement, Right-Of-Way Agreement And Warranty Deed With Denver Water**

Documents: AM 2016-087, Denver Water Sales, Right-Of-Way Agreement And

Warrant Deed.pdf

c. **AM 2016-089, Approve A Resolution Appointing Safety And Art In Public Places Committee Members**

Documents: AM 2016-089, Approve A Resolution Appointing Members To The Safety And Art Committee.pdf

Action Memorandum

a. **AM 2016-088, Accepting City Of Fort Lupton's Audit Report Of Financial Statements For The Year Ending December 31, 2015**

Documents: AM2016-088, Accept The City Of Fort Lupton 2015 Audit Report.pdf

b. **AM 2016-090, Award Survey Contract For 2016 Street Improvements Projects To Acklam, Inc For An Amount Not To Exceed $30,250**

Documents: AM 2016-090, Award Survey Contract To Acklam For 2016 Street Improvements - 30,250.Pdf

c. **AM 2016-091, Blackboard Connect Renewal**

Documents: AM 2016-091, Approval Of Blackboard Connect Renewal.pdf

d. **AM 2016-092, Adopt Proposed Ordinances Setting The Ballot Questions; To Eliminate Term Limits For Mayor And Councilmember**

Documents: AM 2016-092, Adopt Ordinances Eliminating Term Limits Mayor And Councilmembers.pdf

Staff Reports

Mayor/Council Reports

Future City Events

a. **0620216, Upcoming Events**

Documents: 06202016 Up Coming Events.pdf

Adjourn

Report Criteria:
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Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
06/01/2016	80966	ACE HARDWARE OF FORT LUPTO	GOLF-SLIME,DIEHARD,AIR HOSE,BLOW GUN	54233/1	173.95
06/02/2016	80966	ACE HARDWARE OF FORT LUPTO	GOLF-FASTENERS	54261/1	4.08
06/03/2016	80966	ACE HARDWARE OF FORT LUPTO	GOLF-FASTENERS	54280/1	22.05
06/07/2016	80966	ACE HARDWARE OF FORT LUPTO	GOLF-2 CYC OIL,FOLDING SAW	54370/1	50.95
06/08/2016	80966	ACE HARDWARE OF FORT LUPTO	GOLF-KEY MADE,TRIM LINE	54388/1	19.97
Total 80966:					271.00
05/25/2016	80967	AGFINITY INC	GOLF-87 OCT FUEL	I14574	872.91
05/25/2016	80967	AGFINITY INC	GOLF-UNLEADED&DIESEL FUEL	I14575	138.87
05/25/2016	80967	AGFINITY INC	GOLF-UL DYED,DIESEL	I14576	518.02
Total 80967:					1,529.80
05/12/2016	80968	AMERICAN EAGLE DISTRIBUTING	GOLF-VARIOUS BUD BEERS	131453	753.80
Total 80968:					753.80
06/08/2016	80969	BEER BY DESIGN BREWERY LLC	GOLF-CASCADE MOUNTAIN, BRUN BROWN	581	225.00
Total 80969:					225.00
05/24/2016	80970	CINTAS FIRE PROTECTION	GOLF-INSPECT BACK FLOW SYSTEM	OD51574184	114.00
Total 80970:					114.00
06/03/2016	80971	CITY OF FORT LUPTON	GOLF-LTD/CARDER&TARPLEY	FIN2016138	21.02
06/03/2016	80971	CITY OF FORT LUPTON	GOLF-LI&AD&D/CARDER & TARPLEY	FIN2016138	16.15
06/03/2016	80971	CITY OF FORT LUPTON	GOLF-LTD/GUTHRIE,MCNAY,SHARRI	FIN2016138	27.29
06/03/2016	80971	CITY OF FORT LUPTON	GOLF-LI & AD&D/GUTHRIE,MCNAY,SHARRI	FIN2016138	21.09
06/03/2016	80971	CITY OF FORT LUPTON	GOLF-05/7/16-05/20/16 PAYROLL PD ON 05/27/16	FIN2016140	18,251.20
Total 80971:					18,336.75
06/09/2016	80972	COLORADO DEPART OF REVENUE	GOLF-MAY16 GOLF COURSE SALES TAX	MAY16 SAL	2,045.08
06/09/2016	80972	COLORADO DEPART OF REVENUE	GOLF-MAY16 GOLF COURSE SALES TAX (OVERAGE)	MAY16 SAL	76.08-
Total 80972:					1,969.00
06/07/2016	80973	HIGH COUNTRY BEVERAGE CORP	GOLF-VARIOUS COORS,MILLER,MIKES,CORONA	W-2359242	957.60
Total 80973:					957.60
06/06/2016	80974	LOCKETT REFRIGERATION, LLC	GOLF-CHECK COOLER-NOT WORKING	02187	127.50
Total 80974:					127.50
06/03/2016	80975	MILE HIGH TURFGRASS, LLC	GOLF-CALPHLEX,POWER 23-0-0	3594	795.00
Total 80975:					795.00

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
05/03/2016	80976	POTESTIO BROTHERS EQUIPMEN	GOLF-SEALS	39555P	128.46
05/06/2016	80976	POTESTIO BROTHERS EQUIPMEN	GOLF-SHAFT	39797P	171.27
Total 80976:					299.73
05/25/2016	80977	R&R PRODUCTS INC	GOLF-REEL-7 IN BLADE	CD2020198	326.81
Total 80977:					326.81
06/01/2016	80978	S & B PORTA-BOWL RESTROOMS I	GOLF-2 RESTROOM CLEANING	557907	170.00
Total 80978:					170.00
06/01/2016	80979	SAFE SYSTEMS INC	GOLF-JUL16 COM BURGLAR ALARM SVCS	438208	36.23
06/01/2016	80979	SAFE SYSTEMS INC	GOLF-JUL17 FIRE & BURGLAR ALARM SVCS	438209	72.46
Total 80979:					108.69
06/02/2016	80980	SCHICK PRINT	GOLF-LIP BALM	2	142.50
Total 80980:					142.50
05/30/2016	80981	SHAMROCK FOODS COMPANY	GOLF-TRAY,SAUCE,FORK,CONDIMENTS,MEAT,POTATO	18138302	440.20
05/30/2016	80981	SHAMROCK FOODS COMPANY	GOLF-JUICE,OLIVES	18138302	79.21
05/30/2016	80981	SHAMROCK FOODS COMPANY	GOLF-CREAMER,CANDY BAR	18138302	89.69
06/02/2016	80981	SHAMROCK FOODS COMPANY	GOLF-MAYO,SAUCE,MEAT,HASHBRWN,RICE,BREAD,CELERY,ETC	18143368	581.68
06/02/2016	80981	SHAMROCK FOODS COMPANY	GOLF-PRETZEL,WTR,	18143368	56.60
06/06/2016	80981	SHAMROCK FOODS COMPANY	GOLF-OIL,FOIL,LABELS,CHIPS,BROWNIE,MEAT	18148923	288.79
06/06/2016	80981	SHAMROCK FOODS COMPANY	GOLF-BAR MIX,JUICE	18148923	63.03
06/06/2016	80981	SHAMROCK FOODS COMPANY	GOLF-WATER,CHIPS,COFFEE,CANDY BAR	18148923	179.98
Total 80981:					1,779.18
05/31/2016	80982	SWIRE COCA-COLA	GOLF-VARIOUS CANNED DRINKS	3632090206	350.48
06/02/2016	80982	SWIRE COCA-COLA	GOLF-PWRD GRAPE	36U3612419	44.16
06/03/2016	80982	SWIRE COCA-COLA	GOLF-PT CADDYSHK	36U3612452	22.56
06/04/2016	80982	SWIRE COCA-COLA	GOLF-CUPS	36U3612488	84.00
Total 80982:					501.20
05/31/2016	80983	WAGNER WELDING SUPPLY CO	GOLF-OXYGEN & ACETYLENE	92031	34.72
Total 80983:					34.72
11/03/2015	80984	WINFIELD SOLUTIONS LLC	GC-FERTILIZER FOR FWY & ROUGH-GC MAINT	0000605151	6,120.00
11/04/2015	80984	WINFIELD SOLUTIONS LLC	GOLF-2016 VARIOUS CHEMICALS FOR TURF	0000605168	2,743.10
Total 80984:					8,863.10
06/15/2016	80985	YAMAHA MOTOR CORP	GOLF-M14120278 LEASE PAYMENT #3	579709 PYM	7,981.00
Total 80985:					7,981.00
06/13/2016	80986	AMERICAN EAGLE DISTRIBUTING	GOLF-BUD BEER PRODUCTS	134965	763.50

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
Total 80986:					763.50
06/14/2016	80987	HIGH COUNTRY BEVERAGE CORP	GOLF-VARIOUS BEERS	W-2363663	176.50
Total 80987:					176.50
06/09/2016	80988	SHAMROCK FOODS COMPANY	GOLF-CONDIMENTS,BUNS,MEAT,CHEESE,SALAD,ROLLS	18154670	1,047.87
06/09/2016	80988	SHAMROCK FOODS COMPANY	GOLF-NAPKINS,PLATES	18154671	135.91
06/09/2016	80988	SHAMROCK FOODS COMPANY	GOLF-VARIOUS JUICE	18154671	74.43
06/09/2016	80988	SHAMROCK FOODS COMPANY	GOLF-DRINK MIX	18154671	31.07
06/13/2016	80988	SHAMROCK FOODS COMPANY	GOLF-WAFFLE,APPTZ,SAUSAGE,KRAUT,LETTUCE	18160286	238.81
06/13/2016	80988	SHAMROCK FOODS COMPANY	GOLF-CUPS	18160286	137.41
06/13/2016	80988	SHAMROCK FOODS COMPANY	GOLF-HOT CUPS,STRAWS,WATER	18160286	157.39
Total 80988:					1,822.89
Grand Totals:					48,049.27

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Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
10002	CHAMBER OF COMMERCE	FLURA-2016 CHAMBER MEMBERSHIP	FLURA MEM	1	50.00
Total 10002:					50.00
10003	MURRAY DAHL KUECHENMEISTER	FLURA-MAY16 LEGAL FEES	13083	1	243.75
Total 10003:					243.75
59315	UNION PACIFIC RAILROAD CO	SSTX-AM 2016-080 WCR 16 IMPROVEMENTS-STREETS	AM2016-080	1	50,000.00
Total 59315:					50,000.00
59316	ADVANTAGE DESIGN	REC-MEN'S SPRING SOFTBALL CHAMP SHIRTS	1991	1	180.60
Total 59316:					180.60
59317	ALBERTSONS/SAFEWAY	REC-POOL PARTY ITEMS	9400199548	1	36.00
Total 59317:					36.00
59318	AMERICAN WEST LAND SURVEYIN	GF-EASEMENT FOR S PLATTE TRAIL PROJECT	15-460	1	350.00
Total 59318:					350.00
59319	ANTHEM BLUE CROSS	GOLF-EAP FOR JUN16-AR	000715864G	1	61.60
59319	ANTHEM BLUE CROSS	LIB-EAP FOR JUN16-AR	000715864G	2	35.20
Total 59319:					96.80
59320	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SVCS	492299752	1	46.77
59320	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SVCS	492299752	2	46.78
59320	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SVCS-B&G	492299752	3	90.83
59320	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SVCS-GOV BLDG	492299753	1	35.73
59320	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SVCS-PW SHOP	492299753	2	116.91
Total 59320:					337.02
59321	BORNSCHEIN ELECTRIC, LLC	GF-REFUND CARTER DEV DEPOSIT-PLANNING	ANNEX LAN	1	2,028.00
59321	BORNSCHEIN ELECTRIC, LLC	GF-REFUND BORNSCHEIN DEV DEPOSIT-PLANNING	VAR2015-00	1	219.04
Total 59321:					2,247.04
59322	BSN SPORTS, INC	CPR-BASEBALL PANTS-ATHLETIC	97944599	1	96.00
Total 59322:					96.00
59323	C.E.M. SALES & SERVICE	REC-MURIATIC ACID& HYDROCHL ACID	140142	1	765.00
59323	C.E.M. SALES & SERVICE	REC-SODIUM BICARB	140143	1	560.00

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59323:					1,325.00
59324	CARQUEST AUTO PARTS	CEM-MOWER PARTS	2057-385532	1	50.38
59324	CARQUEST AUTO PARTS	GF-CARB,SENSOR,ELECTRONIC CLEANERS-SHOP	2057-385569	1	20.03
59324	CARQUEST AUTO PARTS	GF-GLOVES,ROYAL PINE-STREETS	2057-386319	1	10.21
59324	CARQUEST AUTO PARTS	UF-GLOVES,ROYAL PINE-WATERLINE	2057-386319	2	10.81
59324	CARQUEST AUTO PARTS	GF-SPARK PLUGS-STREETS	2057-386764	1	23.16
Total 59324:					114.59
59325	CASELLE, INC.	GF-JUL16 CLARITY SUPPORT-CITY CLERK	73547	1	58.50
59325	CASELLE, INC.	GF-JUL16 CLARITY SUPPORT-COURT	73547	2	156.00
59325	CASELLE, INC.	GF-JUL16 CLARITY SUPPORT-HR	73547	3	175.50
59325	CASELLE, INC.	GF-JUL16 CLARITY SUPPORT-FINANCE	73547	4	1,092.00
59325	CASELLE, INC.	UF-JUL16 CLARITY SUPPORT-UTIL BILL	73547	5	390.00
59325	CASELLE, INC.	CEM-JUL16 CLARITY SUPPORT	73547	6	78.00
59325	CASELLE, INC.	GF-JUL16 CLARITY SUPPORT	73547	7	1,950.00-
59325	CASELLE, INC.	GF-JUL16 CLARITY SUPPORT-IT	73547	8	1,950.00
Total 59325:					1,950.00
59326	CHEMATOX LABORATORY INC	GF-2 CLIENTS TESTING	20360	1	460.00
59326	CHEMATOX LABORATORY INC	GF-2 CLIENTS TESTING	20403	1	630.00
Total 59326:					1,090.00
59327	CITRIX SYSTEMS INC	GF-CITRIX MAINTENANCE RENEWAL-IT	20504342-05	1	1,050.00
Total 59327:					1,050.00
59328	CLIFTON LARSON ALLEN, LLP	GF-2015 AUDIT WORK-FINANCE	1290229	1	10,600.00
Total 59328:					10,600.00
59329	CO ASSOC OF CODE ENFORCEME	GF-CACEO CERTIFICATIONS	200000794	1	350.00
Total 59329:					350.00
59330	COLORADO DOORWAYS INC	CPR-DOOR REPAIR	813867	1	210.00
Total 59330:					210.00
59331	COLORADO INSPECTION	GF-16-163-16-213 PROJECT INSPECTIONS	MAY2016 IN	1	23,779.98
Total 59331:					23,779.98
59332	COLORADO JUMPS, LLC	GF-HALF DOWN ON EVENT 4TH JULY-LEGIST	1018	1	1,400.00
Total 59332:					1,400.00
59333	COMCAST CABLE COMM, LLC	CPR-5/20-6/19 PHONE SVCS-MUSEUM	6460147405	1	32.43
59333	COMCAST CABLE COMM, LLC	CPR-5/20-6/19 PHONE SVCS-MUSEUM	6460147405	2	32.42
59333	COMCAST CABLE COMM, LLC	CPR-5/20-6/19 INTERNET SVCS-MUSEUM	6460147405	3	69.95
59333	COMCAST CABLE COMM, LLC	GF-COMCAST MUSEUM PHONE/INTERNET-IT	6460147405	4	134.80
59333	COMCAST CABLE COMM, LLC	GF-COMCAST MUSEUM PHONE/INTERNET-IT	6460147405	5	134.80-

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59333	COMCAST CABLE COMM, LLC	GF-6/8-7/7 CR CARD MACH PHONE SVCS-ADMIN	6460163725	1	28.94
59333	COMCAST CABLE COMM, LLC	GF-6/8-7/7 FAX MACH PHONE SVCS-ADMIN	6460163725	2	28.94
59333	COMCAST CABLE COMM, LLC	GF-6/8-7/7 FAX MACH PHONE SVCS-COURT	6460163725	3	28.94
59333	COMCAST CABLE COMM, LLC	GF-6/8-7/7 CR CARD MACH PHONE SVCS-COURT	6460163725	4	28.94
59333	COMCAST CABLE COMM, LLC	GF-6/8-7/7 FAX MACH PHONE SVCS-FINANCE	6460163725	5	28.94
59333	COMCAST CABLE COMM, LLC	GF-COMCAST CITY HALL ANALOG PHONE-IT	6460163725	6	144.70
59333	COMCAST CABLE COMM, LLC	GF-COMCAST CITY HALL ANALOG PHONE-IT	6460163725	7	144.70-
Total 59333:					279.50
59334	COMCAST CABLE COMM, LLC	CPR-05/24/15-06/24/15 CABLE SVCS	6460124495	1	141.65
59334	COMCAST CABLE COMM, LLC	CPR-05/24/15-06/24/15 CABLE SVCS LATE FEE	6460124495	2	9.50
Total 59334:					151.15
59335	DAVID LINDBERG	GF-PRODUCT FOR CLASS TEACHING-POLICE	0546843	1	78.62
Total 59335:					78.62
59336	DOUGLAS M PERRY	GF-WESTMINSTER PD-POLICE	MAY16 MILE	1	46.88
Total 59336:					46.88
59337	EMPLOYERS COUNCIL SERVICES,	GF-EXCEL TESTING-HR	0000097342	1	50.00
Total 59337:					50.00
59338	FASTENAL COMPANY 01COFTL	UF-HEX KEY,BT SET-WATERLINE	COFTL12121	1	28.88
59338	FASTENAL COMPANY 01COFTL	UF-HEX KEY,BT SET-SEWERLINE	COFTL12121	2	28.88
59338	FASTENAL COMPANY 01COFTL	GF-HEX KEY,BT SET-STREETS	COFTL12121	3	28.89
Total 59338:					86.65
59339	FIVE STAR TIMING	REC-MAY DAY 5K RUN TIMING SVCS	20160507	1	500.00
Total 59339:					500.00
59340	G & G EQUIPMENT	CEM-FUEL FILTER,SENSOR FOR MOWER	51484	1	8.91
59340	G & G EQUIPMENT	CEM-DISCHARGE CHUTE FOR MOWER	51622	1	62.81
59340	G & G EQUIPMENT	CEM-BLADES FOR MOWER	51794	1	35.72
Total 59340:					107.44
59341	GOVERNMENT JOBS.COM	GF-JOB POSTING-HR	INV17260	1	175.00
Total 59341:					175.00
59342	JOHN STINNET PLUMB & HTG, INC	UF-COPPER PIPE-WATERLINE	6098	1	42.68
Total 59342:					42.68
59343	KIYOTA'S GREENHOUSE	CPR-FLOWERS FOR CENTER	1769	1	99.00
Total 59343:					99.00
59344	KONICA MINOLTA BUSINESS	GF-APR/MAY16 C454 COPIER LEASE/ADMIN-IT	239814418	1	285.92

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59344	KONICA MINOLTA BUSINESS	GF-APR/MAY16 C454 COPIES-ADMIN	239814418	2	125.10
59344	KONICA MINOLTA BUSINESS	GF-05/28-05/30/16 COPIER LEASE/ADMIN-IT	239893309	1	30.63
59344	KONICA MINOLTA BUSINESS	GF-APR/MAY16 C3642 COPIER LEASE/POLICE-IT	240044077	1	267.34
59344	KONICA MINOLTA BUSINESS	GF-APR/MAY16 C3642 COPIES-POLICE	240044077	2	182.44
59344	KONICA MINOLTA BUSINESS	GF-APR/MAY16 C364 COPIER LEASE/REC-IT	240044165	1	222.46
59344	KONICA MINOLTA BUSINESS	REC-APR/MAY16 C364 COPIES	240044165	2	311.92
Total 59344:					1,425.81
59345	L.G. EVERIST, INC	UF-SQUEEGEE-WATERLINE	322383	1	49.32
59345	L.G. EVERIST, INC	UF-SQUEEGEE,ROAD BASE-WATERLINE	322652	1	165.38
Total 59345:					214.70
59346	METROWEST NEWSPAPERS	GF-MAY16 PAYABLES-FINANCE	025-401951	1	101.64
Total 59346:					101.64
59347	MICHALE BLANCH	GF-REFUND MR THRIFITY DEV DEPOSIT-PLANNING	MR THRIFTY	1	106.00
Total 59347:					106.00
59348	NANETTE S FORNOF	GF-CML & CLERK LUNCHEON-CITY CLERK	MAY-JUN 16	1	69.77
Total 59348:					69.77
59349	NEXTRUST, INC	UF-MAY16 UTILITY BILLING SVCS	166517	1	1,978.02
Total 59349:					1,978.02
59350	NORTHERN COLO CONSTRUCTOR	UF-AM2015-125 14TH & FACTORY CONSTRUCTION -WLINES	16-1168	1	2,243.75
59350	NORTHERN COLO CONSTRUCTOR	UF-AM2015-125 14TH & FACTORY CONSTRUCTION -SLINES	16-1168	2	2,243.75
59350	NORTHERN COLO CONSTRUCTOR	SWDF-AM2015-125 14TH & FACTORY CONSTRUCTION-SDRAIN	16-1168	3	110,905.08
59350	NORTHERN COLO CONSTRUCTOR	GF-RETAINAGE PO 2806	16-1168	4	12,854.99-
59350	NORTHERN COLO CONSTRUCTOR	UF-RETAINAGE PO 2806	16-1168	5	224.38-
59350	NORTHERN COLO CONSTRUCTOR	SWDF-RETAINAGE PO 2806	16-1168	6	5,545.25-
59350	NORTHERN COLO CONSTRUCTOR	GF-AM2015-125 14TH & FACTORY CIRCLE	16-1168	7	111,200.19
59350	NORTHERN COLO CONSTRUCTOR	SSTX-AM2015-125 14TH & FACTORY CONSTRUCTION-STREETS	16-1168	8	145,899.53
Total 59350:					353,867.68
59351	PEPSI-COLA COMPANY	REC-DRINKS FOR CENTER- REC CTR	41119255	1	454.20
Total 59351:					454.20
59352	PETROCK & FENDEL PC	WST-MAY16 LEGAL FEES	26643	1	3,760.00
Total 59352:					3,760.00
59353	PETTY CASH-FINANCE	GF-POP/WATER FOR MEETINGS-CITY ADMIN	MAY,JUN16	1	73.54
59353	PETTY CASH-FINANCE	GF-POSTAGE FOR EVIDENCE-POLICE	MAY,JUN16	2	2.45
59353	PETTY CASH-FINANCE	GF-CLERK LUNCH-CITY CLERK	MAY,JUN16	3	12.00

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59353:					87.99
59354	PLAINS EAST MECHANICAL SERVI	REC-T-STATE REPLACE IN PARTY ROOM	1396	1	930.00
Total 59354:					930.00
59355	R & L TIRES	GF-TIRE REPAIR-STREETS	20501	1	15.00
Total 59355:					15.00
59356	RAQUEL FERSZT	GF-05/03/2016 COURT DOCKET/INTREP SVCS-COURT	829660	1	68.75
Total 59356:					68.75
59357	REDI SERVICES LLC	GF-REFUND REDI SERVICES SEV DEP-PLANNING	REFUND AD	1	1,213.50
Total 59357:					1,213.50
59358	RENEWABLE FIBER INC	CPR-AMENDED TOP SOIL	INV0574049	1	13.28
59358	RENEWABLE FIBER INC	CPR-AMENDED TOP SOIL	INV0574066	1	26.55
59358	RENEWABLE FIBER INC	CPR-AMENDED TOP SOIL	INV0574069	1	13.28
59358	RENEWABLE FIBER INC	CEM-FILL DIRT	INV0577212	1	121.20
Total 59358:					174.31
59359	RIES ELECTRIC INC	GF-ELECTRIC TO SIGN AT CHAMBER KIOSK-B&G	16-21249	1	1,217.93
Total 59359:					1,217.93
59360	SAFEWAY	GF-RESTITUTION PAYMENT-COURT	E0004406,44	1	24.57
Total 59360:					24.57
59361	SCHOOL OUTLET.COM	CPR-VIRCO 16 SEAT TABLES-COMCTR	46089	1	2,513.88
59361	SCHOOL OUTLET.COM	CPR-SHIPPING FOR VIRCO 16 SEAT TABLES-COMCTR	46089	2	530.00
Total 59361:					3,043.88
59362	SEP SOFTWARE CORP	GF-SQL DB CLIENT BACKUP-IT	113725	1	995.00
59362	SEP SOFTWARE CORP	GF-BACKUP CLIENT-IT	113725	2	500.00
Total 59362:					1,495.00
59363	SYNERGETIC SYSTEMS, LLC	GF-STEP ONE SURVEY II	7668	1	300.00
Total 59363:					300.00
59364	THE POINT SPORTS/ ERGOMED	GF-NEW EMPLOYEE SCREENING-HR	2884062	1	310.00
Total 59364:					310.00
59365	TOP NOTCH FENCE LLC	GF-DOG PARK FENCE/DUG HOLES-B&G	887	1	450.00

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59365:					450.00
59366	UNITED READY MIX LLC	GF-ROCK FOR SIGN/SMOKEY PARK-B&G	24642	1	466.25
59366	UNITED READY MIX LLC	GF-BAG MIX TO SET SIGN/HERTIGE PARK	31708	1	466.25
Total 59366:					932.50
59367	UTILITY NOTIFICATION CENTER	STX-LOCATE UTILITY LINES	21605379	1	274.56
Total 59367:					274.56
59368	VERIZON WIRELESS SVCS LLC	GOLF-APR/MAY16 WIRELESS-AR	9766138055	1	217.33
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-LEGIST	9766138055	2	51.48
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-COURT	9766138055	3	59.21
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-CITY CLERK	9766138055	4	36.22
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-CITY ADMIN	9766138055	5	103.65
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-HR	9766138055	6	36.22
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-IT	9766138055	7	135.59
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-POLICE	9766138055	8	774.74
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-PW	9766138055	9	379.78
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-B&G	9766138055	10	231.89
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-INSPECTION	9766138055	11	40.01
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-PLANNING	9766138055	12	183.68
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-CODE	9766138055	13	36.22
59368	VERIZON WIRELESS SVCS LLC	GF-APR/MAY16 WIRELESS-COMM SVCS	9766138055	14	36.22
59368	VERIZON WIRELESS SVCS LLC	CPR-APR/MAY16 WIRELESS	9766138055	15	14.63
59368	VERIZON WIRELESS SVCS LLC	UF-APR/MAY16 WIRELESS-WATERLINE	9766138055	16	29.26
59368	VERIZON WIRELESS SVCS LLC	REC-APR/MAY16 WIRELESS	9766138055	17	14.63
Total 59368:					2,380.76
59369	VERIZON WIRELESS SVCS LLC	UF-APR/MAY16 WIRELESS-PERRY PIT	9766200871	1	49.15
Total 59369:					49.15
59370	WAXIE SANITARY SUPPLY	REC-APPLE DEODORANT	75942164	1	112.80
59370	WAXIE SANITARY SUPPLY	CPR-DISINFECTANT	75956845	1	52.11
59370	WAXIE SANITARY SUPPLY	GF-LINER,TOWELS,DEOD,HAND SOAP-GOV BLDG	75999087	1	141.31
59370	WAXIE SANITARY SUPPLY	REC-SOAP,GYM WIPES	75999088	1	746.25
59370	WAXIE SANITARY SUPPLY	CPR-TOWELS,CLEANERS,TISSUE	75999089	1	346.11
Total 59370:					1,398.58
59371	WELLS PROPERTIES LLC	GF-REFUND ADMIN SITE PLAN/SANTIAGOS-PLANNING	SANTIAGOS	1	97.50
Total 59371:					97.50
59372	WILLIAMS AND WEISS CONSULTIN	WST-MAY 16 WATER RESOURCE PLANNING	896	1	945.00
59372	WILLIAMS AND WEISS CONSULTIN	WST-MAY 16 DECREE ACCOUNTING	896	2	1,552.50
Total 59372:					2,497.50
59373	WOHNRADE CIVIL ENGINEERS INC	GF-S PLATTE RIVER TRAIL SURVEY & ENGINEERING-B&G	1343	1	7,123.80

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59373:					7,123.80
59374	R&M SERVICES	GF-U 1302 OIL CHG,LUBE,TIRES-POLICE	10149	1	84.13
59374	R&M SERVICES	GF-U1301 BRAKE BLUB-POLICE	10150	1	12.49
59374	R&M SERVICES	GF-U1401 OIL CHG,BRAKE FLUID-POLICE	10151	1	69.13
59374	R&M SERVICES	GF-U1302 ATF FLUSH,FRNT BRAKE PADS,ROTORS	10152	1	558.57
59374	R&M SERVICES	GF-U1301 LIGHT BULB REPLACE-POLICE	10153	1	42.80
59374	R&M SERVICES	GF-U1302 4 TIRES,MOUNT-POLICE	10154	1	669.92
59374	R&M SERVICES	GF-U1401 4 TIRES,MOUNT,BAL-POLICE	10155	1	669.92
59374	R&M SERVICES	GF-U1402 CHG OIL,ROTATE,BRAKE CK-POLICE	10156	1	69.13
Total 59374:					2,176.09
59375	ADAMS COUNTY SHERIFF	GF-06/02/16 TRAINING-POLICE	142910	1	1,600.00
Total 59375:					1,600.00
59376	ADVANTAGE DESIGN	REC-CAMPSHIRTS	1995	1	182.55
Total 59376:					182.55
59377	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492303056	1	46.78
59377	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492303056	2	46.77
59377	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492303056	3	87.61
59377	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SERVICE-GOV BLDG	492303057	1	35.73
59377	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE- PW	492303057	2	116.91
Total 59377:					333.80
59378	AUSMUS LAW FIRM PC	GF-MAY16 PROSECUTION SERVICE-COURT	5321	1	1,200.00
Total 59378:					1,200.00
59379	BG'S JAPANESE DESIGNS	GF-EMBROID SHIRTS-LEGIST	5251	1	33.00
Total 59379:					33.00
59380	BRANDI STRATTON	REC-SWIM LESSON REFUND	2005414.001	1	72.00
Total 59380:					72.00
59381	BROADCAST MUSIC INC	REC-06/01/16 TO 05/31/16 ANNUAL MUSIC LICN-REC CTR	28153423	1	336.00
Total 59381:					336.00
59382	BSN SPORTS, INC	REC-MEN'S SUMMER SOFTBALLS-ATHLETIC	97940926	1	491.92
59382	BSN SPORTS, INC	REC-LEATHER SPEED BAGS	97970622	1	62.30
Total 59382:					554.22
59383	C.E.M. SALES & SERVICE	REC-BEARING ASSEM SPA HEATER	140178	1	688.75
59383	C.E.M. SALES & SERVICE	REC-POOL MOSS BULK	140264	1	563.06
59383	C.E.M. SALES & SERVICE	REC-BEARING ASSEM POOL HEATER	140329	1	728.98
59383	C.E.M. SALES & SERVICE	REC-IMPELLER FOR SPA/POOL HEATER	140330	1	613.00

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59383:					2,593.79
59384	CHEMATOX LABORATORY INC	GF-CLIENT TESTING-POLICE	20482	1	430.00
Total 59384:					430.00
59385	CO DEPT OF HUMAN SERVICES	REC-ANNUAL SCH AGE CHILD CARE RENEWAL 2016	1543436 SC	1	85.00
59385	CO DEPT OF HUMAN SERVICES	REC-PRESCHOOL LICENSE RENEWAL 2016	1544027 PR	1	85.00
Total 59385:					170.00
59386	COUNTERTRADE PRODUCTS INC	GF-SMART BUY HP COMPUTER WORKSTATION-IT	339633	1	3,684.20
59386	COUNTERTRADE PRODUCTS INC	GF-8GB MEMORY FOR HP COMPUTERS-IT	339633	2	372.00
Total 59386:					4,056.20
59387	DELTA DENTAL PLAN OF COLO	GF-JUL16 DENTAL INS	00012180 JU	1	5,245.79
Total 59387:					5,245.79
59388	E-470 PUBLIC HIGHWAY AUTHORIT	GF-04/26,05/11,05.12,05/13/16 TOLLS-POLICE	2022538919	1	68.10
Total 59388:					68.10
59389	ELIFEGUARD, INC.	REC-AQUATIC STAFF SHIRTS	61418	1	392.60
Total 59389:					392.60
59390	FORT LUPTON PACKING & SHIPPIN	GF-JULY 4TH REAM OF PAPER-LEGIST	13079	1	4.55
59390	FORT LUPTON PACKING & SHIPPIN	GF-JULY 4TH SAVE THE FLYER DATE-LEGIST	13100	1	56.47
59390	FORT LUPTON PACKING & SHIPPIN	GF-JULY 4TH OFFICE SUPPLIES,COPIES-LEGIST	13124	1	11.97
59390	FORT LUPTON PACKING & SHIPPIN	GF-JULY 4TH WAHIL WATERSLIDE 50-LEGIST	13315	1	149.44
Total 59390:					222.43
59391	FORT LUPTON VETERINARY	GF-IMP 16-25-IMP 16-34 ANIMAL BOARDING-COMM SVCS	912874&912	1	475.00
Total 59391:					475.00
59392	HASLER-MAILROOM FINANCE, INC	GF-MAY16 POSTAGE-LEGIST	MAY 16 POS	1	20.30
59392	HASLER-MAILROOM FINANCE, INC	GF-MAY16 POSTAGE-COURT	MAY 16 POS	2	38.77
59392	HASLER-MAILROOM FINANCE, INC	GF-MAY16 POSTAGE-FINANCE	MAY 16 POS	3	82.81
59392	HASLER-MAILROOM FINANCE, INC	GF-MAY16 POSTAGE-POLICE	MAY 16 POS	4	29.29
59392	HASLER-MAILROOM FINANCE, INC	GF-MAY16 POSTAGE-PW	MAY 16 POS	5	56.28
59392	HASLER-MAILROOM FINANCE, INC	GF-MAY16 POSTAGE-PLANNING	MAY 16 POS	6	70.55
59392	HASLER-MAILROOM FINANCE, INC	GF-MAY16 POSTAGE-HR	MAY 16 POS	7	25.66
59392	HASLER-MAILROOM FINANCE, INC	UF-MAY16 POSTAGE-UTIL BILL	MAY 16 POS	8	1.86
59392	HASLER-MAILROOM FINANCE, INC	GOLF-MAY16 POSTAGE-AR	MAY 16 POS	9	26.97
59392	HASLER-MAILROOM FINANCE, INC	LIB-MAY16 POSTAGE-AR	MAY 16 POS	10	9.51
Total 59392:					362.00
59393	HERITAGE TITLE CO	UF-2291 COYOTE CREEK OVERPAYMENT	66.1329.01 R	1	21.92

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59393:					21.92
59394	IRENE RIVAL	GF-E0006895 VICTIM COMP PAYMENT-COURT	E0006895	1	2,000.00
Total 59394:					2,000.00
59395	J & T CONSULTING INC	GF-AM 2015-124 ENGINEERING 14TH & FACTORY-STREETS	1868	1	3,135.20
Total 59395:					3,135.20
59396	JESUS LOPEZ	REC-SHELTER REFUND/WEATHER NOT GOOD	2005410.001	1	35.00
Total 59396:					35.00
59397	LOST CREEK GUIDE	GF-JULY 4TH CELEBRATION ADS-LEGIST	9623	1	1,330.00
Total 59397:					1,330.00
59398	MAX LEYENDECKER	REC-REFUND FAMILY MEMBERSHIP	2005416.001	1	72.00
Total 59398:					72.00
59399	MEN'S HEALTH	REC-2016 10 ISSUES RENEWAL	2016 MENS	1	29.97
Total 59399:					29.97
59400	METROWEST NEWSPAPERS	GF-JULY 4TH SUMMER AD-LEGIST	25-010735 0	1	355.00
Total 59400:					355.00
59401	NATIONAL METER &	UF-3/4 X 9 METER BODY-WLINES	S1072778.00	1	786.90
59401	NATIONAL METER &	UF-M35 READERS/TRANSPONDERS-WLINES	S1072778.00	2	1,873.10
59401	NATIONAL METER &	UF-SHIPPING-WLINES	S1072778.00	3	21.54
Total 59401:					2,681.54
59402	NEVE'S UNIFORMS & EQUIPMENT	GF-SHIRT/N STECKMAN-POLICE	LN-335477	1	51.99
Total 59402:					51.99
59403	NORTHERN PLAINS TRUCKING	UF-REFUND HYD METER DEPOSIT-UB	05359917 H	1	1,500.00
Total 59403:					1,500.00
59404	PLATTE VALLEY MEDICAL CTR	GF-BLOOD DRAW/1603580-POLICE	10516078	1	80.00
59404	PLATTE VALLEY MEDICAL CTR	GF-AMBULANCE SVCS-POLICE	10570901	1	80.00
Total 59404:					160.00
59405	PRAIRIE MOUNTAIN PUBLISHING L	RC-SUMMER BROCHURE-REC	220774-05/1	1	1,919.00
Total 59405:					1,919.00
59406	PROTECTION ONE	REC-JUN/JUL16 SECURITY MONITOR	50576495 JU	1	42.39
59406	PROTECTION ONE	GF-JUN/JUL16 SECURITY MONITOR-VERIZON			

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	
		BLDG	50576495 JU	2	46.15	
Total 59406:					88.54	
59407	THOMAS SILLIS	GF-E0003836 VICTIM COMP PAYMENT-COURT	E0003836	1	658.24	
Total 59407:					658.24	
59408	TODD HODGES DESIGN, LLC	GF-05/31-06/12/2016 PLANNING SERVICE	2886	1	5,807.50	
59408	TODD HODGES DESIGN, LLC	GF-05/31-06/12/2016 ECON DEV-PLANNING	2886	2	1,196.25	
Total 59408:					7,003.75	
59409	TYLER TECHNOLOGIES	GF-FINANCIAL/PLANNING SOFTWARE-IT	025-158704	1	18,558.25	
59409	TYLER TECHNOLOGIES	UF-UTILITY BILLING SOFTWARE-UB	025-158704	2	2,213.75	
59409	TYLER TECHNOLOGIES	GF-COURT SOFTWARE-IT	025-158706	1	3,100.00	
Total 59409:					23,872.00	
59410	UNION PACIFIC RAILROAD CO	GF-2016-2017 RR PARK LEASE	281191981	1	2,609.55	
Total 59410:					2,609.55	
59411	UNITED POWER	GF-MAY'16 ELECTRIC-WCR8 SIGNAL	17149700-M	1	52.26	
Total 59411:					52.26	
59412	WOHNRADE CIVIL ENGINEERS INC	GF-DESIGN OF 16TH ST PROJECT-MISC	1361	1	6,994.83	
Total 59412:					6,994.83	
9001280	BANK OF COLORADO	UF-MAY16 LOCKBOX FEES-UTIL BILL	MAY16 LOC	1	870.00	M
Total 9001280:					870.00	
9001281	EMPS	REC-CREDIT CARD FEES FOR 05/16	MAY16 CC F	1	22.80	M
9001281	EMPS	UF-CREDIT CARD FEES FOR 05/16-UTIL BILL	MAY16 CC F	2	22.80	M
Total 9001281:					45.60	
9001282	EMPS	REC-CREDIT CARD FEES FOR 05/16	CC FEES M	1	34.65	M
9001282	EMPS	UF-CREDIT CARD FEES FOR 05/16-UTIL BILL	CC FEES M	2	34.64	M
Total 9001282:					69.29	
9001283	EMPS	REC-CREDIT CARD FEES FOR 05/16	CCARD FEE	1	813.01	M
9001283	EMPS	UF-CREDIT CARD FEES FOR 05/16-UTIL BILL	CCARD FEE	2	813.00	M
Total 9001283:					1,626.01	
9001284	FIRE & POLICE PENSION ASC	GF-05/27/16 FPPA CONTRIBUTIONS-POLICE	FPPA 05/27/	1	897.13	M
Total 9001284:					897.13	
9001285	PIVOTAL PAYMENTS	UF-CREDIT CARD FEES MAY16-UTIL BILL	CCARD FEE	1	741.42	M

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	
Total 9001285:					741.42	
9001286	COLORADO DEPT OF REVENUE	REC-MAY16 SALES TAX	MAY16 SAL	1	47.92	M
9001286	COLORADO DEPT OF REVENUE	REC-MAY16 SALES TAX (UNDER)	MAY16 SAL	2	2.49	M
9001286	COLORADO DEPT OF REVENUE	REC-MAY16 SALES TAX VENDING	MAY16 SAL	3	32.59	M
Total 9001286:					83.00	
9001287	FIRE & POLICE PENSION ASC	GF-06/10/16 FPPA CONTRIBUTIONS-POLICE	06/10/16 PA	1	968.51	M
Total 9001287:					968.51	
Grand Totals:					563,562.12	

Report Criteria:
Report type: GL detail
Check.Voided = {=} No
[Report].Check GL Account = "1000010100"-"2082059075" ,"3000010100"-"5082059090","7000010100"-"9999999999"

1490

J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80631
303-857-6222

Invoice #: ***1868***

Bill to:
City of Fort Lupton
Attn: Claud Hanes, City Administrator
130 South McKinley Avenue
Fort Lupton, CO 80621

Invoice Date: 6/10/2016
Date Due: 7/10/2016

Project: 2015 14th and Denver Avenue and Factory Circle Drive Construction Services
Construction Services Completed in April.

JT Project # 13134

Item Description	Staff	Hours	Hourly Rate		Amount
Construction Services Weekly construction progress meetings with NCC, City staff, and utility owners. Meetings with NCC on-site to review utility crossings at Factory Circle, concrete drainage pan alignment and staking, and subgrade elevations. Construction observation of ditch excavation, storm sewer construction, subgrade preparation.	JCY	16	$ 105		$1,680.00
	TPY	8	$ 95		$760.00
	CS	8	$ 85		$680.00
				Subtotal:	*$3,120.00*
				Total:	**$3,120.00**

Expenses	Quantity	Rate	Amount
Copies (B&W - E-mails, copies, etc.)	34	$0.05	$1.70
Plots 11x17	6	$2.25	$13.50
		Total:	**$15.20**

Invoice total: ***$3,135.20***

Thank you for your business!

DESCRIPTION PO 2805 14th St. Project Engineering
ACCT NO. 10-310-57500 $ 3,135.20
ACCT NO. _____ $ _____
ACCT NO. _____ $ _____
APPROVED FOR PAYMENT BY: _____
REQUESTOR _____ DATE _____
DEPT HEAD _____ DATE _____
FINANCE DEPT Leann Perino DATE 6/10/2016
CITY MGR _____ DATE _____
MAYOR _____ DATE _____

POSTED

617

RECEIVED
JUN 6 - 2016
BY:

Petrock & Fendel, P.C.
700 17th Street, Suite 1800
Denver, CO 80202

Invoice submitted to:
City of Fort Lupton
130 S. McKinley
Fort Lupton, CO 80621

DESCRIPTION WST- May16 Legal Svces
ACCT NO. 70.520-53120 $ 3,760.00
ACCT NO. _____ $ _____
ACCT NO _____ $ _____
APPROVED FOR PAYMENT BY: _____
PROJECT MANAGER _____ DATE _____
DEPT HEAD _____ DATE _____
[illegible] Jean Perino DATE 6/8/2016
[illegible] [signature] DATE 6/9/16
MAYOR _____ DATE _____

June 01, 2016

Invoice #26643

POSTED

Professional Services

			Hours	Amount
5/3/2016	FAF	Windy Gap minutes & agenda.	0.30	
5/4/2016	FAF	Email regarding final revisions to Weld County 1041.	0.30	
5/6/2016	FAF	Teleconfence with T. Williams re aug station agreement; revise agreement to add storm sewer costs; email Todd.	0.50	
5/9/2016	FAF	Emails with Todd W. regarding aug station agreement; revise agreement.	1.00	
5/10/2016	FAF	Windy Gap meeting.	4.00	
	FAF	Emails with T. Williams re aug station agreement; send around for comment.	0.50	
5/12/2016	FAF	Check Tri State status; telephone conference with C. Hanes.	0.40	
5/13/2016	FAF	Email from T. Parko regarding follow up revisions to Weld County 1041.	0.30	
5/16/2016	FAF	Emails E. Miller CLA, regarding update audit letter.	0.30	
5/17/2016	FAF	Prepare for meeting with Northern re Windy Gap water rights.	1.00	
5/18/2016	FAF	Meeting with Tri State and follow up.	4.00	
5/19/2016	FAF	Follow up emails from Todd W. regarding gravel pit values, PRPA extension.	0.30	
	FAF	Review revised Northern subcontracting rule and notice of rulemaking.	0.80	
5/23/2016	FAF	Meeting with Windy Gap water rights subcommittee re water rights issues.	4.40	

			Hours	Amount
5/25/2016	FAF	Send comments on terms sheet to K Beal.	0.40	
5/31/2016	FAF	Emails with KKinnear re Tri-state disclosures.	0.30	
		For professional services rendered	18.80	$3,760.00
		Previous balance		$4,793.50
		Accounts receivable transactions		
5/25/2016		Payment from City of Fort Lupton- Thank You. Check No. 59186		($4,793.50)
		Total payments and adjustments		($4,793.50)
		Balance due		$3,760.00

PLEASE REFERENCE INVOICE NUMBER ON PAYMENT CHECK OR VOUCHER.

Todd Hodges Design, LLC
2412 Denby Court
Fort Collins, Colorado 80526
970-613-8556

Invoice

Date	Invoice #
6/13/2016	2886

Bill To
City of Fort Lupton Attn: Claud Hanes 130 S. McKinley Avenue Fort Lupton, Colorado 80621

Terms	Project	Project Number
Due on receipt		Fort Lupton

Item	Description	Qty	Rate	Serviced	Amount
Consulting 1	planning services May31-June12,16	56.03	125.00		7,003.75

Please remit to above address. Thank you for your business.

Total	$7,003.75
Payments/Credits	$0.00
Balance Due	$7,003.75

Phone #
970-613-8556

Todd Hodges

From: THDLLC <toddhodgesdesign@qwestoffice.net>
Sent: Monday, June 13, 2016 7:30 AM
To: toddhodgesdesign@qwestoffice.net
Subject: Time tracking data export
Attachments: CSVExport.csv; Untitled attachment 00010.txt; TotalsCSVExport.csv; Untitled attachment 00013.txt

Tue 5/31/16:
Economic dev, 6:02 AM to 6:30 AM (0.47h) at $125.00/hour for $58.33 (Email and voice mails for potential projects)
Fort Lupton, 11:02 AM to 4:42 PM (5.67h) for $708.33 Calls, emails, water mtg at site, horton site, permits

Fort Lupton, 9:24 PM to 11:54 PM (2.5h) for $312.50 (Rfp reviews)
Total: 8.63h ($1,079.17)

Wed 6/1/16:
Fort Lupton, 7:45 AM to 6:50 PM (10.35h) for $1,293.75 0.73h break, 11:16 AM to 12:00 PM

Calls, emails, mtg schedule, tanks, sites, pre ap mtgs, RFP review

Total: 10.35h ($1,293.75)

Thu 6/2/16:
Economic dev, 7:09 AM to 8:31 AM (1.37h) for $170.83 (Voicemails, emails, mtg schedule)
Total: 1.37h ($170.83)

Sat 6/4/16:
Fort Lupton, 12:04 PM to 12:28 PM (0.4h) for $50.00 (Emails, voicemail, mtg schedules)
Total: 0.4h ($50.00)

Mon 6/6/16:
Economic dev, 6:58 AM to 8:15 AM (1.28h) for $160.42 (Calls, voice mail, emails) Fort Lupton, 8:15 AM to 2:54 PM (6.32h) for $789.58 0.33h break, 10:05 AM to 10:25 AM

Staff mtg, walk in, calls, staff review, DR items, updates

Total: 7.6h ($950.00)

Tue 6/7/16:
Economic dev, 7:34 AM to 8:08 AM (0.57h) for $70.83 (Calls and updates) Fort Lupton, 8:15 AM to 1:30 PM (5.25h) for $656.25 (Calls, storage discussion, staff items, permits)
Total: 5.82h ($727.08)

Wed 6/8/16:
Economic dev, 8:20 AM to 11:15 AM (2.92h) for $364.58 Calls, emails, schedule for mtgs, updates on new projects

Fort Lupton, 11:15 AM to 9:22 PM (9.12h) for $1,139.58 1h break, 4:50 PM to 5:50 PM

Mtg with weld on process, updates, walk in mtgs, code, conf call with Andy, mtg on code items, town hall prep, town hall

Total: 12.03h ($1,504.17)

Thu 6/9/16:
Fort Lupton, 7:19 AM to 1:17 PM (5.97h) for $745.83 (Calls, sites, permits, RFP, staff items updates)
Total: 5.97h ($745.83)

Fri 6/10/16:
Economic dev, 6:15 AM to 7:23 AM (1.13h) for $141.67 (Emails, calls) Economic dev, 2:15 PM to 4:05 PM (1.83h) for $229.17 (Info on potential project, call for mtg, research)
Total: 2.97h ($370.83)

Sun 6/12/16:
Fort Lupton, 5:00 PM to 5:53 PM (0.88h) for $110.42 (Messages, emails, voicemails)
Total: 0.88h ($110.42)

Grand Total: 56.02h ($7,002.08)

809

Union Pacific Railroad Company

BUILDING AMERICA™

Bill Number **281191981**
Audit Number OMA895
Customer Number 62360
Folder Number 0015238
Bill Date 06/07/2016
Date Printed 06/08/2016

FORT LUPTON CITY OF
ACCOUNTS PAYABLE

130 SOUTH MCKINLEY AVE
FORT LUPTON CO 80621

Please contact the following for questions regarding:

- Payment Status: (402) 544 - 0211, or Fax (402) 501 - 0027
- All other questions or comments regarding the agreement, including rental amount, termination notices and change of address -
  Manager: Jason E. Mashek, JEMASHEK@up.com, (402) 544 - 8619

Bill Description : CR12 TO 9TH ST; PARKS
Location of Agreement: FORT LUPTON, CO
Primary Purpose of Agreement: Lease: Beautification/Parks

Description	Period		Amount
	From	To	
LS-Rent,Preset	07/01/2016	06/30/2017	$2,609.55
Payable Upon Receipt		**Total Due:**	$2,609.55

GF - 2016-2017 RR Park Lease
10-330-55410 $ 2,609.55
LP 6/15/2016

POSTED

RECEIVED
JUN 13 2016
BY:

To assure proper credit to your account, detach and return this portion with check payable to:

SEND PAYMENTS TO:
Union Pacific Railroad Company
12567 Collections Center Drive
Chicago, IL 60693

Bill Number **281191981**
Audit Number OMA895
Customer Number 62360
Folder Number 0015238

Payable Upon Receipt: $2,609.55

Please include the bill number on your check!

Williams and Weiss Consulting, LLC

INVOICE

5255 Ronald Reagan Blvd. Suite 220
Johnstown, CO 80534
Phone (303) 653-3940

INVOICE #[896]
DATE: JUNE 8, 2016

TO:
Claud Hanes
City of Ft. Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621

FOR:
City of Fort Lupton Consulting Services for May 1, 2016 through May 31, 2016.

DESCRIPTION	Work Category	HOURS	RATE	AMOUNT
Todd Williams Water Resource Planning: Develop Perry Pit Accounting for April. Attend meeting with Tri-state regarding future partnering efforts. Send e-mail to C. Hanes/T. Hodges on comparable gravel lake sales near Ft. Lupton.	Water Resource Planning	7.0	135.00	945.00
Paul Weiss Decree Accounting: Finalize and Submit April 2016 Decree Accounting.	Decree Accounting	11.5	135.00	1,552.50
Water Resource Planning:	Water Resource Planning	0.0	135.00	0.00
			TOTAL	**$2,497.50**

Make all checks payable to Williams and Weiss Consulting, LLC
Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 6, 2016

The City Council of the City of Fort Lupton met in special session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Monday, June 6, 2016. Mayor Pro Tem Chris Cross called the meeting to order at 7:02 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

City Clerk Nanette Fornof called the roll. Those present were Mayor Pro Tem Chris Cross, Councilmembers Chris Ceretto, Bob McWilliams, Shannon Rhoda, David Crespin and Zoe Stieber. Also, present were City Administrator Claud Hanes, City Attorney Andy Ausmus, City Clerk Nanette Fornof, Finance Director Leann Perino and Police Chief Ken Poncelow.

PERSON TO ADDRESS COUNCIL

No one signed up to speak to Council.

APPROVAL OF AGENDA

It was moved by Chris Ceretto and seconded by Zoe Stieber to approve the agenda as presented. Motion carried unanimously by a voice vote.

REVIEW OF JUNE 6, 2016 PAYABLES

Council reviewed the June 6, 2016 payables. There were no questions or comments.

CONSENT AGENDA

It was moved by Chris Ceretto and seconded by David Crespin to approve the Consent Agenda as presented with the following items: 05162016, City Council Meeting Minutes, Approval of Resolution 2016R024, A RESOLUTION OF THE CITY OF FORT LUPTON, CITY COUNCIL AMENDING THE GENERAL GUIDELINES FOR THE ADVISORY COMMITTEE CHANGING THE LIST OF ADVISORY COMMITTEES, ADDING ART IN PUBLIC PLACES AND COMBINING THE CULTURAL/PARKS/RECREATION AND MUSEUM COMMITTEE TO FORM THE CULTURAL/PARKS/RECREATION/MUSEUM COMMITTEE, EFFECTIVE JUNE 6, 2016 (AM 2016-079), Approval of Resolution 2016R025, A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE FORT LUPTON URBAN RENEWAL AUTHORITY (AM 2016-082), Declare Surplus and Authorize Sale (AM 2016-083), Accept the Energy and Mineral Impact Assistant Grant for the Reconstruction of a Portion of Weld County Road 16 - $379,875 (AM 2016-085), Municipal Court Donations to Back to School Supply Drive to Benefit Weld RE-8 School District (AM 2016-086), Second Reading 2016-999, AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO AMENDING CHAPTER 13, ARTICLE IV OF THE FORT LUPTON MUNICIPAL CODE TO ADOPT PUBLIC WORKS BACKFLOW PREVENTION/CROSS CONNECTION CONTROL PLAN and Second Reading of Ordinance 2016-1000, AN

DRAFT

ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO AMENDING CHAPTER 9, ARTICLE I, OF THE FORT LUPTON MUNICIPAL CODE TO REQUIRE A FEE DEPOSIT FOR OIL AND GAS PERMIT APPLICATIONS

Motion carried by a roll call vote. Councilmember Zoe Stieber voted "nay" to the motion.

ACTION AGENDA

AM 2016-078, Authorize the 3rd Year of the Agreement with J & M Displays to Provide a 4th of July Fireworks Display - $15,000

In 2014, the City of Fort Lupton negotiated with J & M Displays a three year agreement to create the 4th of July show. J & M Displays agreed to offer more fireworks as an incentive for us as we signed a multi-year agreement and early payment option. They will provide $20,000 worth of fireworks for the $15,000 early payment. This request is the 3rd Year of the Agreement with J & M Displays.

It was moved by Zoe Stieber and seconded by Chris Ceretto to approve the 3rd Year of the Agreement with J & M Display to purchase fireworks for an amount not to exceed $15,000.

Motion carried unanimously by a roll call vote.

AM 2016-080, Execute Agreement with UPRR for Drainage Facilities Related To County Road 16 Improvements Project

The proposed agreement is for the required drainage facility for the County Road 16 Improvements Project. The facility will be located within the Union Pacific Railroad Right-of-Way (ROW). The cost of the ROW is $50,000.

It was moved by Zoe Stieber and seconded by Bob McWilliams to approve the execution of the Drainage Facilities and Waterway Agreement for an amount of $50,000. Motion carried unanimously by a roll call vote.

AM 2016-081, Award Survey Contract for CR 23.5 and Historic Parkway to Acklam, Inc., Not to Exceed $10,550 from 10-420 Engineering Budget

Surveying proposals were requested from Acklam, American Land Surveying and Lund Partnership to provide survey data collection to support project design and Right-of-Way verification for future improvements. The proposal received from Acklam is most competitive and responsive. The total surveying fees is not to exceed $10,550, which will be paid from the Engineering Budget.

It was moved by Zoe Stieber and seconded by David Crespin to award the Survey Contract to Acklam, in the amount not to exceed $10,550, for the CR 23.5 and Historic Parkway project. Motion carried unanimously by a roll call vote.

DRAFT

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 6, 2016

AM 2016-084, Approving Costs from United Power and Wayne's Electric to install Electric to the Restroom and Northside of Koshio Park

The Parks and Grounds Department recently obtained bids from United Power and Wayne's Electric for the installation of electric service at Koshio Park. The electrical power will allow staff to connect the landscaping equipment on the north side of the park, illuminate the "Koshio Park" sign and restrooms. The total cost of the project is $21,230. The budgeted amount was $8,500; since the restroom at South Railroad Park was cancelled, the monies allocated to this project will be used for the Koshio Park project.

It was moved by Zoe Stieber and seconded by Chris Ceretto to approve the United Power bid of $6,500 for the electrical work at Koshio Park. Motion carried unanimously by a roll call vote.

It was moved by Zoe Stieber and seconded by Chris Ceretto to approve the Wayne's Electric bid in the amount of $14,730, for the electrical work at Koshio Park. Motion carried unanimously by a roll call vote.

STAFF REPORTS

Claud Hanes City Administrator stated several entities within Weld County will be honoring Police Officers within the County by holding a luncheon on July 27, 2016, either at the Recreation Center or the Fort Lupton Readiness Center. Additional information will be provided at a later date.

City Clerk Nanette Fornof, stated the Memorial Day Service was successful; approximately 250 attended this year's event.

Police Chief Ken Poncelow thanked the Public Works Department for their effort in cleaning out the flag pole holes along Denver Avenue.

MAYOR/COUNCIL REPORTS

No reports given.

FUTURE CITY EVENTS

June 8, 2016 Town Hall Meeting – City Hall, 130 S McKinley Avenue- 6:30-7:30 P.M.

June 22, 2016 Town Hall Meeting – City Hall, 130 S McKinley Avenue- 6:30-7:30 P.M.

July 4, 2016 City Offices Closed in Observation of 4th of July

DRAFT

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 6, 2016

ADJOURNMENT

It was moved by Bob McWilliams and seconded by David Crespin to adjourn the June 6, 2016, at 7:12 p.m.

Motion carried on voice vote.

Respectfully submitted,

_____
Nanette S. Fornof, City Clerk

Approved by City Council

_____
Tommy Holton, Mayor

DRAFT

CITY OF FORT LUPTON
CITY COUNCIL

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

AM 2016-087

AUTHORIZE THE MAYOR'S SIGNATURE ON A PURCHASE AND SALES AGREEMENT, RIGHT-OF-WAY AGREEMENT, AND WARRANTY DEED WITH DENVER WATER

I. **Agenda Date:** Council Meeting – June 20, 2016

II. **Attachments:**
a. Purchase and Sale Agreement
b. Right-of-Way Agreement
c. Warranty Deed

III. **Summary Statement:**

In 2005 SW TKO Venture, LLC donated 100 acre feet of storage in the Lupton Lakes gravel operation. Subsequently SW TKO sold said operation to Denver Water and the operation is being operated by Martin Marietta. Denver Water is in need of a right-of-way adjustment along CR 8 as their cell encroaches onto the City's right-of-way. In exchange for the needed right-of-way, Denver Water has agreed to purchase back the 100 acre feet of storage for $200,000 payable on closing.

IV. **Fiscal Note:** See XII

Finance Department Use Only

Leann Perino
Finance Director

V. **Submitted by:**
City Administrator

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

VII. **Attorney Reviewed** Approved Pending Approval

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

IX. Detail of Issue/Request:

In 2005 SW TKO Venture, LLC donated 100 acre feet of storage in the Lupton Lakes gravel operation. Subsequently SW TKO sold said operation to Denver Water and the operation is being operated by Martin Marietta. Denver Water is in need of a right-of-way adjustment along CR 8 as their cell encroaches onto the City's right-of-way. In exchange for the needed right-of-way, Denver Water has agreed to purchase back the 100 acre feet of storage for $200,000 payable on closing.

All of the documents have been reviewed by our City Planner, City Engineer, and City Attorney for correctness and the agreements have been approved by the Denver Water board. The process took months to culminate as we wanted to protect the dedicated trail easement, the right-of-way adjustment to allow for utility lines to be installed in the future when needed, and assure that the funds for the storage was appropriate. Staff believes that all of the needed criteria was met and we feel good recommending approval of these documents.

It should be noted that the 100 acre feet of storage is not located at an easy location to access. The installation of pipelines for fill and discharge would be extremely expensive and not a practical solution for the City. The storage hasn't been mined yet and it may be years before this happens. We do applaud the past city council for negotiating this donation, as it did give staff much more bargaining power with Denver Water.

X. Legal/Political Considerations:

The documents have been reviewed by our City Attorney.

XI. Alternatives/Options:

- *Approve the documents as presented*
- *Deny the agreements*

XII. Financial Considerations:

This will bring in an additional $200,000 for water related purchases in the future in the Utility Fund.

XIII. Staff Recommendation:

Staff recommends authorization for the Mayor to sign the associated documents from Denver Water to sell storage with the warranty deed, and grant the right-of-way adjustment.

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PURCHASE AND SALE AGREEMENT CONTRACT NO. 16739A

This Purchase and Sale Agreement ("Agreement") is made between the **City of Fort Lupton** ("Ft. Lupton"), a statutory city with the address of 130 S. McKinley Ave., Fort Lupton, CO 80621, and the **City and County of Denver, acting by and through its Board of Water Commissioners** ("Board"), a municipal corporation of the State of Colorado, whose address is 1600 West 12th Avenue, Denver, CO 80204. Each party to this Agreement may be referred to individually as "Party," and collectively as "Parties."

RECITALS

WHEREAS, in or about September 2006, the Board acquired a surface estate interest in certain real property located in the City of Fort Lupton, Weld County, Colorado, more particularly described in **Exhibit A** attached hereto ("Lupton Lakes"); and

WHEREAS, on or about November 18, 2005, the Board's predecessor in interest with respect to Lupton Lakes, SW TKO Joint Venture, LLC ("SW TKO"), promised to provide Ft. Lupton 100 acre-feet of water storage in a finished reservoir to be constructed at Lupton Lakes, as evidenced by, *inter alia*, the letter attached hereto as **Exhibit B** ("Water Storage Rights"); and

WHEREAS, the Lupton Lakes reservoir is at least 15 years away from being finished, and the Board has no obligation to purchase the Water Storage Rights either at this time or in the future; and

WHEREAS, on March 2, 2005, SW TKO and Ft. Lupton entered into an Annexation Agreement, which was recorded on September 8, 2005, at Reception No. 3320930 of the records in the office of the County Clerk and Recorder of the County of Weld, State of Colorado. As the successor in interest to SW TKO, the Board is required to convey certain rights-of-ways as described in paragraph 6 of the Annexation Agreement; and

WHEREAS, because the Board wishes to promptly resolve its obligations under paragraph 6 of the Annexation Agreement, and Ft. Lupton desires to sell its Water Storage Rights as soon as possible, the Parties are entering into this Agreement upon the terms set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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1. Transfer and Payment. Subject to the terms and conditions set forth herein, Ft. Lupton agrees to sell, and the Board agrees to purchase, the Water Storage Rights for the total purchase price of $200,000, being a price of $2,000 per one (1) acre-foot of storage. The foregoing purchase price shall be paid and delivered to Ft. Lupton at closing. At closing, Ft. Lupton shall deliver to the Board, the document (either in the form of the attached **Exhibit C** or substantively similar thereto and acceptable to the Board) assigning and transferring any and all of Ft. Lupton's right, title, interest and claim in and to the Water Storage Rights to the Board.

2. Title. Ft. Lupton represents and warrants that it is the sole owner of the merchantable and unencumbered title to the Water Storage Rights.

3. Closing. The closing shall be held on or before June 22, 2016, at a date and time to be mutually agreed upon between the Parties.

4. Termination. If the Parties do not concurrently enter into a Right-of-Way Agreement that discharges the Board's obligations under paragraph 6 of the Annexation Agreement and that has an effective date within 14 days of the effective date of this Agreement, then this Agreement shall be null and void and neither Party shall be bound by its terms.

5. Notices and Deliveries. All notices, deliveries or other communications pursuant to the Agreement shall be given in writing, and shall be deemed effective: (a) when hand delivered to the other Party; or (b) three (3) days after posting in the United States mail, first-class postage prepaid, addressed as follows:

To the Board:
Board of Water Commissioners
Denver Water
Attn: Manager
1600 West 12th Avenue
Denver, Colorado 80204-3412
Fax: 303-628-6509

Copy to:
Amy Turney, Property Management
Chief of Property Management
Denver Water
Property Management
1600 West 12th Avenue
Denver, CO 80204
E-mail: amy.turney@denverwater.org
Phone: 303-628-6625

Copy to: Ryan Stitt

DocuSign Envelope ID: D628FE0B-6DB0-40D6-871E-7DBD2149BC5F

Denver Water
Planning
1600 West 12th Avenue
Denver, CO 80204
E-mail: ryan.stitt@denverwater.org
Phone: 303-628-6539

Copy to: Denver Water
Attn: General Counsel
1600 West 12th Avenue
Denver, CO 80204-3412
Fax: 303-628-6478

To Ft. Lupton:

Fort Lupton City Hall
Attn. Claud Haynes
City Administrator
130 S McKinley Ave
Fort Lupton, CO 80621

6. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof, and no representations, warranties, inducements, promises or agreements (oral or otherwise) not embodied herein shall be binding upon the Parties. Any and all prior discussions, negotiations, agreements, commitments, and understandings relating to the subject matter of this Agreement are superseded and merged into it.

7. Amendment. The Agreement may be modified, amended, changed or terminated in whole or in part only by written agreement duly authorized and executed by each of the Parties with the same formality as this document, except the closing date may be changed by a letter agreement executed by legal counsel for each of the Parties.

8. Waiver. No waiver of any provision of this Agreement by any Party shall be effective unless in writing. Any waiver of any breach of any provision of this Agreement by any Party shall not constitute a continuing waiver of any subsequent breach of said Party, for either breach of the same or any other provision of this Agreement.

9. Recitals. The recitals and prefatory paragraphs set forth above are hereby incorporated in full and are made a part of this Agreement.

10. Headings. The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof, and shall

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not be considered part of this Agreement or affect its interpretation.

11. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, if any. Nevertheless, neither Party may assign their rights or delegate their duties hereunder without the prior written consent of the other Party.

12. Governing Law and Venue. This Agreement and its application shall be governed by and construed in accordance with the law of the State of Colorado, without any regard to the conflicts of laws principles. Any action for breach of this Agreement shall be brought in the Weld County District Court. The Parties agree that in the event of litigation regarding the terms of this Agreement, the parties waive their respective rights to a jury trial.

13. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall not merge in any deed, assignment, covenant, escrow agreement, easement, lease or any other document, but shall survive each, nevertheless, and be binding and obligatory upon the Parties.

14. Construction. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and, accordingly, this Agreement shall be deemed to have been prepared jointly by the Parties, and shall not be construed against any Party as the drafter.

15. No Attorneys' Fees and Costs. In the event of any litigation, mediation, arbitration or other dispute resolution proceedings arising out of, or related to, this Agreement, each Party shall be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

16. Severability. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to either Party or as to both Parties, the entire Agreement will terminate.

17. Non-Business Days. Except as otherwise specifically provided, all periods of time set forth in this Agreement shall be calendar days, not business days. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date shall be extended automatically until the next business day.

18. Article X of the Charter of the City and County of Denver. This Agreement is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. The Charter provisions are incorporated by this reference and shall supersede any apparently conflicting provisions

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otherwise contained in this Agreement.

19. Colorado Governmental Immunity Act. Notwithstanding any other provision of this Agreement, the Parties are relying upon and have not waived the monetary limitations of, and all other rights, immunities and protections provided by, the Colorado Governmental Immunity Act, C.R.S §§ 24-10-101, et seq., as it may be amended from time to time, or any other limitations, rights, immunities and protections otherwise available to the Parties, their officers and employees.

20. Counterparts and Originals. A copy of the Agreement may be executed by each Party, separately, and may be delivered by mail or electronic copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. However, within ten (10) days of executing the Agreement, Ft. Lupton shall deliver to the Board, three Ft. Lupton executed originals thereof and any amendments, addendums, and/or extensions.

21. Effective Date. This Agreement shall become effective on the last signature date set forth below.

IN WITNESS WHEREOF, the Parties execute this Agreement.

[Signatures on following pages]

DocuSign Envelope ID: D628FE0B-6DB0-40D6-871E-7DBD2149BC5F

BOARD:

CITY AND COUNTY OF DENVER,
ACTING BY AND THROUGH
ITS BOARD OF WATER
COMMISSIONERS

ATTESTED:

By: DocuSigned by: _____
DEDE0A34877B484...
James S. Lochhead, Secretary

By: DocuSigned by: _____
FA89058E1F60412...
President

DATE: 5/25/2016

APPROVED:

By: DocuSigned by: _____
Mike King, Director of
Planning

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: DocuSigned by: _____ DS JAG
DBC87E61F474C01...
Timothy M. O'Brien, CPA
Auditor

APPROVED:

By: DocuSigned by: _____
Robert J. Mahoney, Director of
Engineering

APPROVED AS TO FORM:

DocuSigned by:
Tatiana Popacondria
Office of General Counsel

DocuSign Envelope ID: D628FE0B-6DB0-40D6-871E-7DBD2149BC5F

CITY OF FORT LUPTON:

ATTESTED:

By: _____
City Clerk

CITY OF FORT LUPTON, COLORADO

By: _____
Tommy Holton, Mayor

DATE:_____

APPROVED AS TO FORM:

_____
J. Andrew Ausmus, City Attorney

DocuSign Envelope ID: D628FE0B-6DB0-40D6-871E-7DBD2149BC5F

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel No 1- North Cell

A parcel of land located in the southeast quarter (SE1/4) of Section 18, Township 1 North, Range 66 West of the Sixth Principal Meridian, Weld County, State of Colorado, being more particularly described as follows:

Commencing at the southeast corner (SE) of said Section 18, and considering the south line of the southeast quarter (SE1/4) of said Section 18 to bear South 89°18'33" West, said line forming the Basis of Bearing for this legal description.
Thence N45°28'15"W a distance of 42.15 feet to a point on the northerly right-of-way line of County Road 8, being a right-of-way 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said northerly right-of-way line S89°18'33"W a distance of 2285.31 feet to a point on the easterly line of a parcel of land as recorded in Weld County, Colorado in Book 31 at Page 78;
Thence along said easterly line N00°10'41E a distance of 1294.70 feet to a point on the north line of the south half of the southeast quarter of said Section 18;
Thence along said north line N89°25'26"E a distance of 299.27 feet to a point;
Thence N00°07'26"E a distance of 1294.56 feet to a point on the southerly line of a parcel of land as recorded in Weld County, Colorado in Book 357 at Page 581;
Thence running along said southerly line, the following (2) two courses;

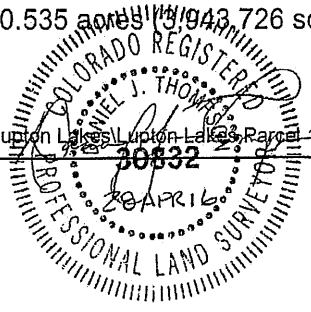
1. N89°29'48'E a distance of 691.39 feet;
2. N89°29'45"E a distance of 295.69 feet;

Thence S00°07'26"W a distance of 1293.31 feet to a point on the north line of the south half of the southeast quarter of said Section 18;
Thence N89°25'26"E along said north line a distance of 635.93 feet to a point on the westerly line of a parcel of land as recorded in Weld County, Colorado at reception no. 3119802;
Thence running along the westerly and southerly lines of said parcel of land the following (2) two courses;

1. S00°05'14'E along the westerly line a distance of 792.19 feet to a point on the southerly line of said parcel of land;
2. N89°25'26"E along the southerly line of said parcel of land a distance of 356.98 feet to a point on the westerly right-of-way of Weld County Road 27 as recorded in Weld County, Colorado in Book 86 at Page 273;

Thence along said westerly right-of-way line S00°05'14"E a distance of 497.87 feet to the POINT OF BEGINNING.

This parcel of land contains 90.535 acres (3,943,726 square feet more or less).



Projects\94485\dwg\Pmgt\PROPERTY\Lupton Lakes\Lupton Lakes Parcel 1

Daniel J. Thompson, PLS
Newly Created Legal Description
(§ 38-35-106.5, C.R.S.)

Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

DocuSign Envelope ID: D628FE0B-6DB0-40D6-871E-7DBD2149BC5F

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel No 2-South Cell

A parcel of land located in the east half of Section 19, Township 1 North, Range 66 West of the Sixth Principal Meridian, Weld County, State of Colorado, being more particularly described as follows:

Commencing at the southeast corner (SE) of said Section 18, and considering the south line of the southeast quarter (SE1/4) of said Section 18 to bear South 89°18'33" West, said line forming the Basis of Bearing for this legal description.
Thence S44°35'25"W a distance of 42.76 feet to a point on the westerly right-of-way line of County Road 27, being a right-of-way 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said westerly right-of-way line S00°01'52"W a distance of 2619.51 feet to a point on the south line of the northeast quarter of said Section 19;
Thence continuing along said westerly right-of-way line S00°03'00E a distance of 1304.54 feet to a point on the northerly right-of-way line of Weld County Road 6.25 being a right-of-way 30 feet in width as recorded in Weld County, Colorado in Book1229 at Page 556;
Thence along said northerly right-of-way line S89°56'55"W a distance of 1250.01 feet to a point;
Thence N00°03'00"W a distance of 200.00 feet;
Thence N45°03'02"W a distance of 424.26 feet;
Thence S89°56'55"W a distance of 50.00 feet;
Thence N00°03'00"W a distance of 799.98 feet to a point on the south line of the said northeast quarter of Section 19;
Thence along said south line S89°47'07W a distance of 727.21 feet to a point on the easterly right-of-way line of U.S. 85;
Thence along said easterly right-of-way line N04°43'38W a distance of 1318.71 feet to the south line of the northwest quarter of the northeast quarter of Section 19;
Thence continuing along said easterly right-of-way line the following (2) two courses;

1. N05°02'54'W a distance of 1168.90 feet to a point;
2. N17°11'06"E a distance of 124.95 feet to a point on the southerly right-of-way line of County Road 8, being a right-of-way 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273;

Thence along said southerly right-of-way line N89°18'33"E a distance of 2503.38 feet to the POINT OF BEGINNING.

This parcel of land contains 190.775 acres (8,310,177 square feet more or less)

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR DANIEL J. THOMPSON 30632 28APR16

Projects\94485\dwg\Pmgt\PROPERTY\Lupton Lakes\Lupton Lakes Parcel 2

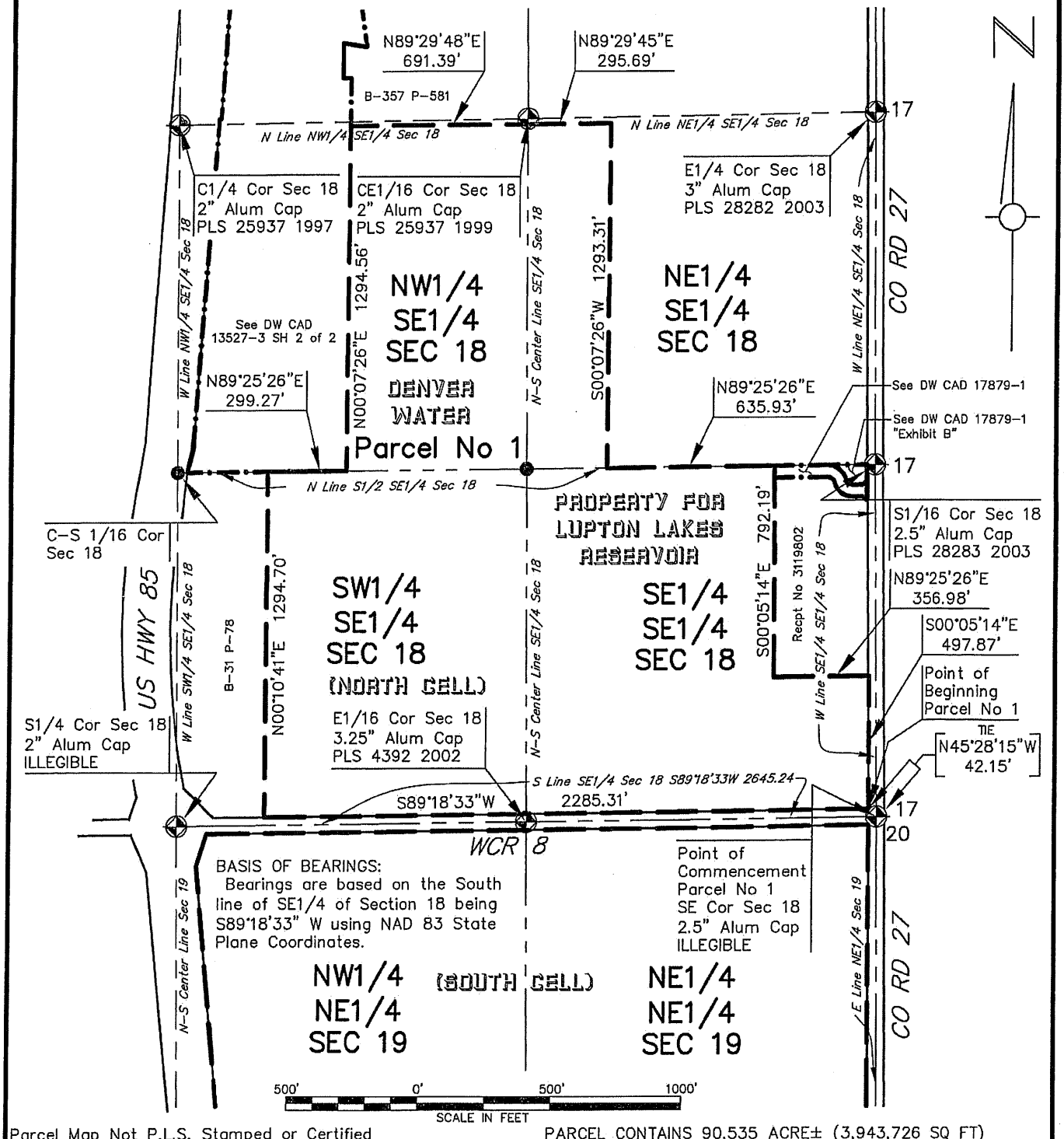
Daniel J. Thompson, PLS
Newly Created Legal Description
(§ 38-35-106.5, C.R.S.)

Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

DocuSign Envelope ID: D628FE0B-6DB0-40D6-871E-7DBD2149BC5F

SE 1/4 SECTION 18, TOWNSHIP 1 NORTH, RANGE 66 WEST 6th PM

---- WELD COUNTY ----



Parcel Map Not P.L.S. Stamped or Certified

PARCEL CONTAINS 90.535 ACRE± (3,943,726 SQ FT)

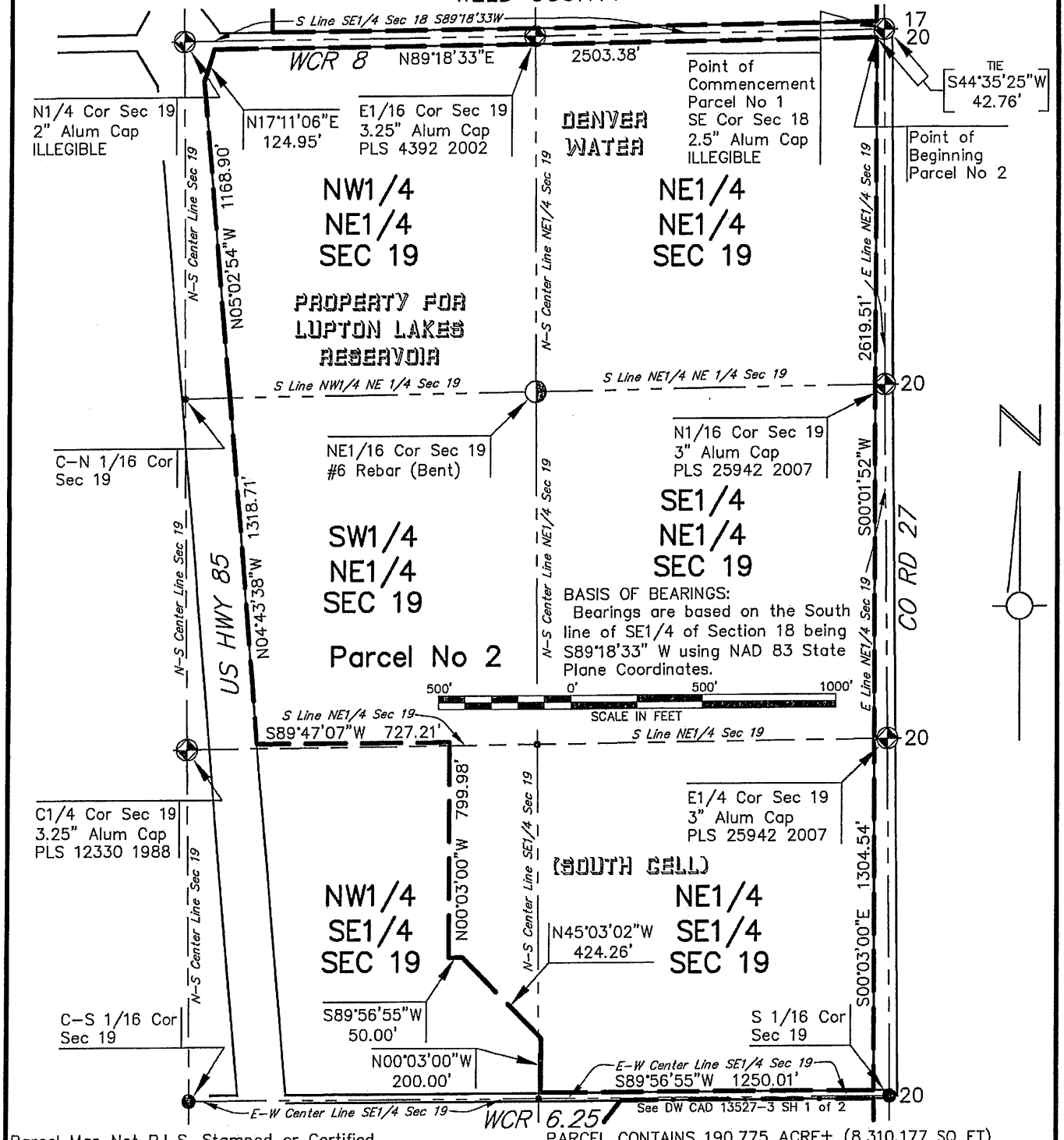
LEGEND			
BNDRY EXISTING DW PROP BNDRY EXISTING DW ESMT	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. CARD NO. DRN. LAB PM. LAB S. AF APPD. SHEET 1 OF 2 SHEET	LUPTON LAKES RESERVOIR BOUNDARY DESCRIPTION OF THE NORTH CELL DATE: APRIL 28, 2016	DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org SCALE: 1" = 500' CAD 18028 N&S Cells

D.W.D. PROPERTY MANAGEMENT STANDARDS: 02082016

DocuSign Envelope ID: D628FE0B-6DB0-40D6-871E-7DBD2149BC5F

E 1/2 SECTION 19, TOWNSHIP 1 NORTH, RANGE 66 WEST 6th PM

---- WELD COUNTY ----



Parcel Map Not P.L.S. Stamped or Certified

PARCEL CONTAINS 190.775 ACRE± (8,310,177 SQ FT)

LEGEND			
BNDRY EXISTING DW PROP BNDRY EXISTING DW ESMT	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. CARD NO. DRN. LAB PM. LAB IS. GF APPD. SHEET 2 OF 2 SHEET	LUPTON LAKES RESERVOIR BOUNDARY DESCRIPTION OF THE SOUTH CELL DATE: APRIL 28, 2016	DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org SCALE: 1" = 500' CAD 18028 N&S Cells

D.W.D. PROPERTY MANAGEMENT STANDARDS: 02082016

DocuSign Envelope ID: D628FE0B-6DB0-40D6-871E-7DBD2149BC5F

EXHIBIT "B"

SW TKO JOINT VENTURE, LLC
333 W. Hampden Ave., #810
Englewood, CO 80110
(303) 534-1040

James E. Sidebottom
City Administrator
City of Fort Lupton
130 S. McKinley Avenue
P.O. Box 148
Ft. Lupton, CO 80621

Re: Lupton Lakes

Dear Mr. Sidebottom:

On behalf of SW TKO Joint Venture, LLC, I am pleased to inform you that SW TKO Joint Venture, LLC intends to donate to the City of Ft. Lupton 100 acre fee of water storage in a lined facility to be constructed at Lupton Lakes upon completion of the mining operations of all cells at the Lupton Lakes project. This donation will occur when the final storage cell is complete and will be by appropriate transfer documents.

We are pleased to be able to provide this valuable water storage right to the City of Ft. Lupton.

Sincerely,

SW TKO JOINT VENTURE, LLC

By: Mark D Campbell 11/18/05
Mark D. Campbell, Manager

cc: Russ Otterstein

DocuSign Envelope ID: D628FE0B-6DB0-40D6-871E-7DBD2149BC5F

EXHIBIT "C"

DocuSign Envelope ID: D628FE0B-6DB0-40D6-871E-7DBD2149BC5F

ASSIGNMENT OF WATER STORAGE RIGHTS IN LUPTON LAKES

The **City of Fort Lupton** ("Ft. Lupton"), a statutory city in the State of Colorado, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby assign and transfer to the **City and County of Denver, acting by and through its Board of Water Commissioners** ("Board"), a municipal corporation of the State of Colorado, all Ft. Lupton's right, title, interest and claim in and to the right to store 100 acre-feet of water in a finished reservoir to be constructed at the Lupton Lakes property located in Weld County, Colorado, more fully described in Exhibit A attached to the Purchase and Sale Agreement between Ft. Lupton and the Board effective on _____ _____, 2016 ("Agreement").

This Assignment is subject to the terms and conditions of the underlying Agreement between Ft. Lupton and the Board.

DATED THIS _____ day of _____, 2016.

City of Fort Lupton

By: _____, its _____.

State of Colorado)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2016.

Witness my hand and official seal.

My commission expires:

_____
Notary Public
Address:

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

RIGHT-OF-WAY AGREEMENT **Contract No. 16740A**

THIS RIGHT-OF-WAY AGREEMENT ("**Agreement**") is made between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS ("**Board**"), a municipal corporation of the State of Colorado, and the CITY OF FORT LUPTON ("**City**"), a municipal corporation of the State of Colorado. Each party to this Agreement may be referred to individually as "**Party**," and collectively as "**Parties**."

RECITALS

A. In or about September 2006, through various contractual transactions and deeds recorded on October 4, 2016 at Reception Nos. 3424856 and 3424857 in the records of the office of the Clerk and Recorder of Weld County, Colorado, the Board acquired the real property located in the City of Fort Lupton, Weld County, Colorado, more particularly described in **Exhibit A** attached hereto ("**Lupton Lakes**"), together with numerous rights and obligations relating to Lupton Lakes, so that the Board may construct and operate a water storage reservoir and associated water conveyance facilities at Lupton Lakes ("**Reservoir**").

B. On March 2, 2005, SW TKO Joint Venture, LLC ("**SW TKO**") and the City entered into an Annexation Agreement to annex Lupton Lakes to the City, which was recorded on September 8, 2005, at Reception No. 3320930 of the records in the office of the County Clerk and Recorder of Weld County, Colorado.

C. As the successor in interest to SW TKO, the Board is required to comply with paragraph 6 of the Annexation Agreement ("**Paragraph 6**"), which states:

> **Rights-of-Way and Easements**. Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the City easements and rights-of-way for streets and other public ways and for other public purposes, as required by City's master plans, ordinances, and resolutions. Such dedications shall occur immediately upon request of the City except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the City specifies another time.

D. The Parties have agreed to fulfill the Board's Paragraph 6 obligations pursuant to the terms set forth in this Agreement.

THEREFORE, in consideration of the premises and covenants set forth in the Annexation Agreement, mutual covenants, and recitals set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged by each Party, the Parties agree as follows.

AGREEMENT

1. Dedication: At closing, the Board shall dedicate to the City, by a deed a form of which is attached hereto as **Exhibit B**, portions of Lupton Lakes designated in Exhibit B for use as streets and other public ways and for other public purposes, including utilities ("**Dedicated Property**").

2. Discharge of the Board's Paragraph 6 Obligations: Upon the Board's execution and delivery of the Exhibit B to the City, all of the Board's Paragraph 6 obligations shall be deemed to have been satisfied, and the City, for itself and any of its successors and assigns, does hereby fully release and forever discharge the Board and any of its successors and assigns from any and all rights, claims, demands, suits, causes of action, defenses, counterclaims, liens, and any type of liability of any kind and

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nature whatsoever, now existing or hereafter arising, contingent or liquidated, regardless of the legal theory upon which it is based, in law or in equity, based upon, arising from, or relating in any way to the Board's obligations under paragraph 6 of the Annexation Agreement. The City reserves all rights to enforce the remaining provisions set forth in the Annexation Agreement.

3. Subdivision Not Required: The conveyance by the Board and the acceptance by the City of the Dedicated Property shall be exempt from all of the City's subdivision requirements.

4. Temporary Access: The Board, its agents, successors, assigns, and invitees, shall have the temporary right to enter, re-enter, occupy and use the Dedicated Property as may be necessary or convenient during various stages of Lupton Lakes' development, including during the mining activities, phased delivery of the completed gravel pits, reclamation, and construction of the Reservoir, which right shall automatically terminate upon commissioning of the Reservoir.

5. Permanent Access: Upon commissioning of the Reservoir, the Board shall have the permanent right to enter, re-enter, occupy and use the Dedicated Property in, through, over and across the areas designated in Exhibit 3 to Exhibit B as permanent access locations. The Board may request and the City shall grant any additional permanent access locations, so long as such access locations do not unreasonably interfere with the City's use of the Dedicated Property.

6. Pipes: The Board shall have the right to interconnect the south and north cells of Lupton Lakes at points along Weld County Road 8 between Weld County Road 27 and U.S. Highway 85, and to lay inlet-outlet works piping near the intersection of U.S. Highway 85 and Weld County Road 8 for water deliveries between the South Platte River and the Reservoir. The City shall waive any of its related permit or occupancy fees through and including 2020.

7. Utilities: The Board will be able to conduct utility work within the Dedicated Property, including installation, maintenance, repair, or replacement of gas, electric, or cable lines and all of their underground and surface appurtenances, including electric or other related control systems, vaults, manholes, ventilators, underground cables, wires and connections, provided that the Board first obtains all appropriate permits. The City shall waive any of its related permit or occupancy fees through and including 2020.

8. Setbacks: Any public utilities that the City may install, permit, license, or otherwise authorize within the Dedicated Property, shall be located at least 5 feet away from the boundary lines depicted in Exhibit 2 to Exhibit B, unless the Board's prior written approval provides otherwise.

9. Subjacent and Lateral Support: The Board shall have the right of subjacent and lateral support to whatever extent is necessary for the full, complete and undisturbed enjoyment of the rights described in this Agreement and use and operation of the Reservoir. The City shall take no action that would impair the Board's right of subjacent or lateral support.

10. Storm Water Run-off: The City shall not discharge water into or upon any Board property or facility.

11. Existing Agreements: This Agreement is subject to all prior agreements, grants, licenses, leases, permits, rights of way, ditches, canals, laterals, reservations, and encumbrances, whether recorded or unrecorded, related to Lupton Lakes upon which the Dedicated Property is located, including, but not limited to, the existing oil and gas and gravel leases and operations, and it is the City's responsibility to determine the existence of any conflicting rights or uses.

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12. Closing: The closing shall be held on or before June 22, 2016, at a date and time to be mutually agreed upon between the Parties.

13. Recitals: The recitals are incorporated herein by reference.

14. Headings: The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof, and shall not be considered part of this Agreement or affect its interpretation.

15. Binding Effect and Assignability: Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective successors and assigns of the Parties. Nevertheless, the City's rights and obligations under this Agreement may not be assigned or delegated without the prior written consent of the Board.

16. Interpretation: The Parties have been represented by legal counsel in the negotiation and drafting of this Agreement and, accordingly, this Agreement shall be deemed to have been prepared jointly by the Parties, and shall not be construed against any Party as the drafter.

17. Governing Law and Venue: This Agreement and its application shall be governed by and construed in accordance with the laws of the State of Colorado, without any regard to the conflicts of laws principles. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of Weld County, State of Colorado.

18. No Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, in the event of any litigation, mediation, arbitration or other dispute resolution proceedings arising out of, or related to, this Agreement, each Party shall be responsible for its own attorney(s)' and other professional(s)' fees, costs and expenses associated with any such proceedings.

19. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement shall remain in full force and effect.

20. No Waiver: No waiver of any provision of this Agreement by any Party shall be effective unless in writing. Any waiver of any breach of any provision of this Agreement by any Party shall not constitute a continuing waiver of any subsequent breach of said Party, for either breach of the same or any other provision of this Agreement.

21. Amendment: The Agreement may be modified, amended, changed or terminated in whole or in part only by written agreement duly authorized and executed by each of the Parties with the same formality as this document, except the closing date may be changed by a letter agreement executed by legal counsel for each of the Parties.

22. Notices and Deliveries: All notices, requests, demands, information and other communications required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been given and effective: (a) when delivered personally to the other party or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed as follows,

If to the Board:	with a copy to:
Denver Water	Amy Turney, Chief of Property Management

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

Attention: Manager
1600 W. 12th Avenue
Denver, CO 80204

Denver Water
Property Management
1600 W. 12th Avenue
Denver, CO 80204

Ryan Stitt
Denver Water
Planning
1600 West 12th Avenue
Denver, CO 80204

Denver Water
Attn: General Counsel
1600 West 12th Avenue
Denver, CO 80204-3412
Fax: 303-628-6478

If to the City:

Fort Lupton City Hall
Attn. Claud Haynes
City Administrator
130 S McKinley Ave
Fort Lupton, CO 80621

23. Survival of Representations: Each and every covenant, promise, and payment contained in this Agreement shall not merge in any deed, assignment, covenant, escrow agreement, easement, lease or any other document, but shall survive each, nevertheless, and be binding and obligatory upon the Parties.

24. Article X of the Charter of the City and County of Denver: This Agreement is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. The Charter provisions are incorporated by this reference and shall supersede any apparently conflicting provisions otherwise contained in this Agreement.

25. Colorado Governmental Immunity Act: Notwithstanding any other provision of this Agreement, the Parties are relying upon and have not waived the monetary limitations of, and all other rights, immunities and protections provided by, the Colorado Governmental Immunity Act, C.R.S §§ 24-10-101, et seq., as it may be amended from time to time, or any other limitations, rights, immunities and protections otherwise available to the Parties, their officers and employees.

26. Entire Agreement: This Agreement constitutes the entire agreement between the Board and the Grantor and replaces all prior written or oral agreements and understandings. The terms of this Agreement may not be changed, waived, modified or varied in any manner whatsoever unless in writing signed by all Parties.

27. Counterparts and Originals: A copy of the Agreement may be executed by each Party, separately, and may be delivered by mail or electronic copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. However, within ten (10) days of executing the Agreement, Ft. Lupton shall deliver to the Board, three Ft. Lupton executed originals thereof and any amendments, addendums, and/or extensions.

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

28. Effective Date: This Agreement shall become effective on the last signature date set forth below.

[Signatures on following pages]

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

BOARD:

CITY AND COUNTY OF DENVER,
ACTING BY AND THROUGH
ITS BOARD OF WATER
COMMISSIONERS

ATTESTED:

By: DocuSigned by: _____
James S. Lochhead, Secretary

By: DocuSigned by: _____
President

DATE: 5/25/2016

APPROVED:

By: DocuSigned by: _____
Mike King, Director of
Planning

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: DocuSigned by: _____ DS
Timothy M. O'Brien, CPA
Auditor

APPROVED:

By: DocuSigned by: _____
Robert J. Mahoney, Director of
Engineering

APPROVED AS TO FORM:

DocuSigned by:
James M. Witter
Office of General Counsel

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

The undersigned verifies that he/she has read the foregoing Agreement and agrees to accept and abide by all of its terms and conditions.

CITY OF FORT LUPTON:

ATTESTED:

By: _____
City Clerk

CITY OF FORT LUPTON, COLORADO

By: _____
Tommy Holton, Mayor

DATE:_____

APPROVED AS TO FORM:

_____
J. Andrew Ausmus, City Attorney

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel No 1- North Cell

A parcel of land located in the southeast quarter (SE1/4) of Section 18, Township 1 North, Range 66 West of the Sixth Principal Meridian, Weld County, State of Colorado, being more particularly described as follows:

Commencing at the southeast corner (SE) of said Section 18, and considering the south line of the southeast quarter (SE1/4) of said Section 18 to bear South 89°18'33" West, said line forming the Basis of Bearing for this legal description.
Thence N45°28'15"W a distance of 42.15 feet to a point on the northerly right-of-way line of County Road 8, being a right-of-way 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said northerly right-of-way line S89°18'33"W a distance of 2285.31 feet to a point on the easterly line of a parcel of land as recorded in Weld County, Colorado in Book 31 at Page 78;
Thence along said easterly line N00°10'41E a distance of 1294.70 feet to a point on the north line of the south half of the southeast quarter of said Section 18;
Thence along said north line N89°25'26"E a distance of 299.27 feet to a point;
Thence N00°07'26"E a distance of 1294.56 feet to a point on the southerly line of a parcel of land as recorded in Weld County, Colorado in Book 357 at Page 581;
Thence running along said southerly line, the following (2) two courses;

1. N89°29'48'E a distance of 691.39 feet;
2. N89°29'45"E a distance of 295.69 feet;

Thence S00°07'26"W a distance of 1293.31 feet to a point on the north line of the south half of the southeast quarter of said Section 18;
Thence N89°25'26"E along said north line a distance of 635.93 feet to a point on the westerly line of a parcel of land as recorded in Weld County, Colorado at reception no. 3119802;
Thence running along the westerly and southerly lines of said parcel of land the following (2) two courses;

1. S00°05'14'E along the westerly line a distance of 792.19 feet to a point on the southerly line of said parcel of land;
2. N89°25'26"E along the southerly line of said parcel of land a distance of 356.98 feet to a point on the westerly right-of-way of Weld County Road 27 as recorded in Weld County, Colorado in Book 86 at Page 273;

Thence along said westerly right-of-way line S00°05'14"E a distance of 497.87 feet to the POINT OF BEGINNING.

This parcel of land contains 90.535 acres (3,943,726 square feet more or less).

COLORADO REGISTERED DANIEL J. THOMPSON 30832 PROFESSIONAL LAND SURVEYOR 20 APRIL

Projects\94485\dwg\Pmgt\PROPERTY\Lupton Lakes\Lupton Lakes Parcel 1

Daniel J. Thompson, PLS
Newly Created Legal Description
(§ 38-35-106.5, C.R.S.)

Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel No 2-South Cell

A parcel of land located in the east half of Section 19, Township 1 North, Range 66 West of the Sixth Principal Meridian, Weld County, State of Colorado, being more particularly described as follows:

Commencing at the southeast corner (SE) of said Section 18, and considering the south line of the southeast quarter (SE1/4) of said Section 18 to bear South 89°18'33" West, said line forming the Basis of Bearing for this legal description.
Thence S44°35'25"W a distance of 42.76 feet to a point on the westerly right-of-way line of County Road 27, being a right-of-way 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said westerly right-of-way line S00°01'52"W a distance of 2619.51 feet to a point on the south line of the northeast quarter of said Section 19;
Thence continuing along said westerly right-of-way line S00°03'00E a distance of 1304.54 feet to a point on the northerly right-of-way line of Weld County Road 6.25 being a right-of-way 30 feet in width as recorded in Weld County, Colorado in Book1229 at Page 556;
Thence along said northerly right-of-way line S89°56'55"W a distance of 1250.01 feet to a point;
Thence N00°03'00"W a distance of 200.00 feet;
Thence N45°03'02"W a distance of 424.26 feet;
Thence S89°56'55"W a distance of 50.00 feet;
Thence N00°03'00"W a distance of 799.98 feet to a point on the south line of the said northeast quarter of Section 19;
Thence along said south line S89°47'07W a distance of 727.21 feet to a point on the easterly right-of-way line of U.S. 85;
Thence along said easterly right-of-way line N04°43'38W a distance of 1318.71 feet to the south line of the northwest quarter of the northeast quarter of Section 19;
Thence continuing along said easterly right-of-way line the following (2) two courses;

1. N05°02'54'W a distance of 1168.90 feet to a point;
2. N17°11'06"E a distance of 124.95 feet to a point on the southerly right-of-way line of County Road 8, being a right-of-way 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273;

Thence along said southerly right-of-way line N89°18'33"E a distance of 2503.38 feet to the POINT OF BEGINNING.

This parcel of land contains 190.775 acres (8,310,177 square feet more or less)

Projects\94485\dwg\Pmgt\PROPERTY\Lupton Lakes\Lupton Lakes Parcel 1

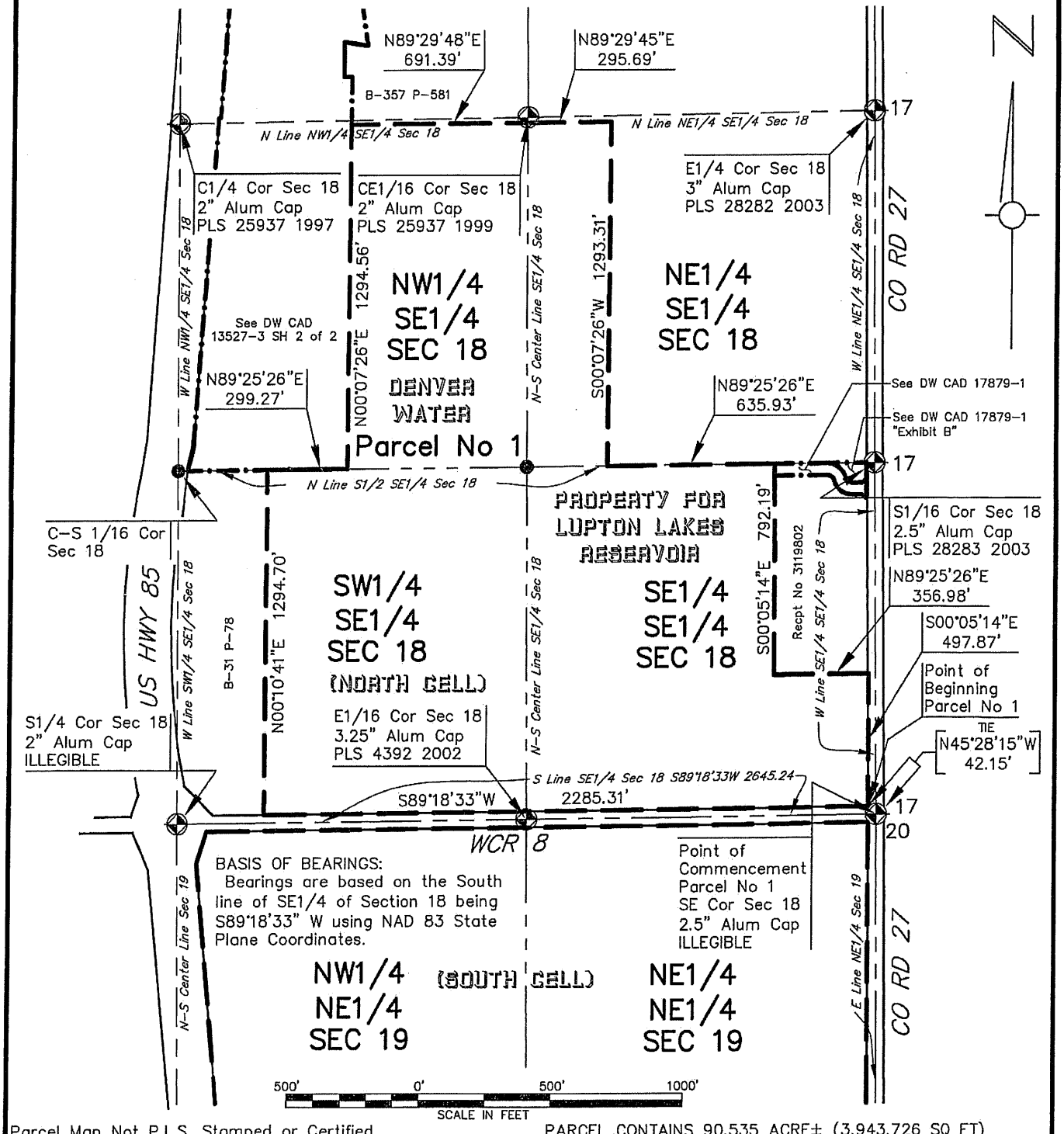
Daniel J. Thompson, PLS
Newly Created Legal Description
(§ 38-35-106.5, C.R.S.)

Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

SE 1/4 SECTION 18, TOWNSHIP 1 NORTH, RANGE 66 WEST 6th PM

---- WELD COUNTY ----



Parcel Map Not P.L.S. Stamped or Certified

PARCEL CONTAINS 90.535 ACRE± (3,943,726 SQ FT)

LEGEND

BNDRY EXISTING DW PROP

BNDRY EXISTING DW ESMT

DOCUMENT DATED:
SEC'Y FILE DOC.
RIMS ITEM NO.
CARD NO.
DRN. LAB PM. LAB
APPD.
SHEET 1 OF 2 SHEET

LUPTON LAKES
RESERVOIR

BOUNDARY DESCRIPTION OF
THE NORTH CELL

DATE: APRIL 28, 2016

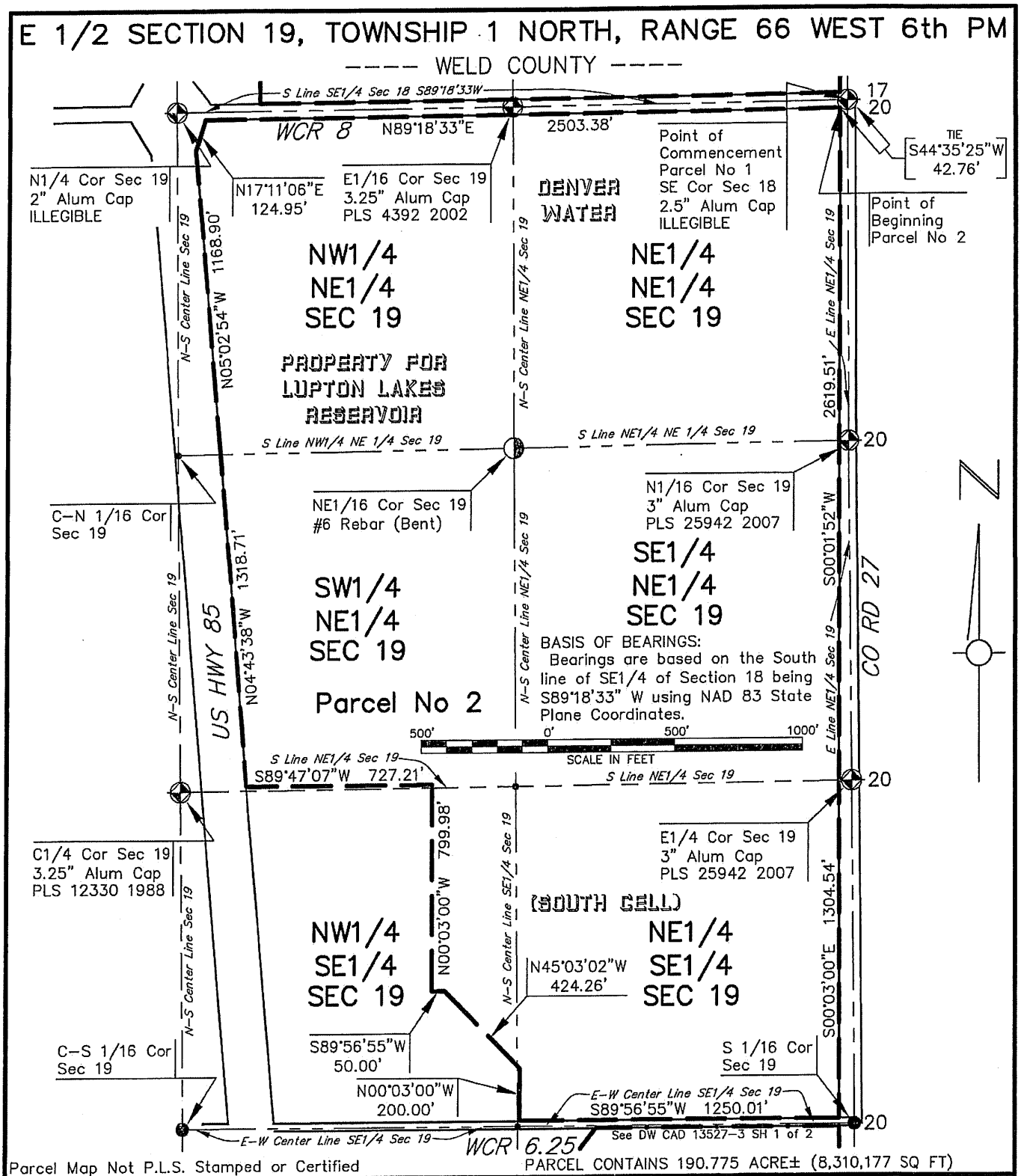
DENVER WATER
1600 West 12th Ave
Denver, Colorado 80204-3412
T: 303.628.6000
F: 303.628.6851
denverwater.org

SCALE: 1" = 500'

CAD 18028 N&S Cells

D.W.D. PROPERTY MANAGEMENT STANDARDS: 02082016

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2



Parcel Map Not P.L.S. Stamped or Certified

PARCEL CONTAINS 190.775 ACRE± (8,310,177 SQ FT)

LEGEND

BNDRY EXISTING DW PROP

BNDRY EXISTING DW ESMT

DOCUMENT DATED:
SEC'Y FILE DOC.
RIMS ITEM NO.
CARD NO.
DRN. LAB PM. LAB S. GF
APPD.
SHEET 2 OF 2 SHEET

LUPTON LAKES RESERVOIR

BOUNDARY DESCRIPTION OF THE SOUTH CELL

DATE: APRIL 28, 2016

DENVER WATER
1600 West 12th Ave
Denver, Colorado 80204-3412
T: 303.628.6000
F: 303.628.6851
denverwater.org

SCALE: 1" = 500'

CAD 18028 N&S Cells

D.W.D. PROPERTY MANAGEMENT STANDARDS: 02082016

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

EXHIBIT "1" TO EXHIBIT “B”

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

Two parcels of land located in the north half of the northeast quarter(N1/2 NE1/4) of Section 19 and the southeast quarter of the southeast quarter (SE1/4 SE1/4) of Section 18, Township 1 North, Range 66 West of the Sixth Principal Meridian, Weld County, State of Colorado, being more particularly described as follows:

PARCEL NO 1

Commencing at the northeast corner (NE) of said Section 19, and considering the north line of the northeast quarter of the northeast quarter (NE1/4 NE1/4) of said Section 19 to bear S88°51'46"W, said line forming the Basis of Bearing for this legal description.
Thence N45°50'03"W a distance of 42.20 feet to a point on the northerly right-of-way line of County Road 8, and the westerly boundary of County Road 27, both roads being right-of-ways 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said southerly right-of-way line S88°51'46"W a distance of 134.44 feet;
Thence N27°23'15"E a distance of 22.76'
Thence N88°51'46"E a distance of 123.78 feet to a point on said westerly right-of-way line of Weld County Road 27;
Thence along said westerly right-of-way line S00°31'52"E a distance of 20.00 feet
to the POINT OF BEGINNING.

This parcel of land contains 0.059 acres (2,582 square feet more or less).

PARCEL NO 2

Commencing at the northeast corner (NE) of said Section 19, and considering the north line of the northeast quarter of the northeast quarter (NE1/4 NE1/4) of said Section 19 to bear S88°51'46" W, said line forming the Basis of Bearing for this legal description.
Thence S44°11'55"W a distance of 42.80 feet to a point on the southerly right-of-way line of County Road 8, and the westerly boundary of County Road 27, both roads being right-of-ways 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said westerly right-of-way line S00°18'06"E a distance of 39.92 feet
Thence S88°51'46"W a distance of 1292.58 feet to a point on the N-S Center Line of said northeast quarter (NE1/4) of Section 19;
Thence S88°51'51"W a distance of 1223.05 feet to a point on the easterly right-of-way line of US 85;
Thence along said easterly line of said right-of-way N16°44'19"E a distance of 41.94 feet to a point said southerly right of way line;
Thence along said southerly right-of-way line N88°51'51"E a distance of 1210.73 feet to a point on the N-S Center Line of said northeast quarter (NE1/4) of Section 19;
Thence continuing along said southerly right-of-way line N88°51'46"E a distance of 1292.61 feet
to the POINT OF BEGINNING.

This parcel of land contains 2.299 acres (100,161 square feet more or less).

COLORADO REGISTERED
DANIEL J. THOMPSON
30832
4MAY16
PROFESSIONAL LAND SURVEYOR

Propcom\WORD\LEGALS\2016\18028-1

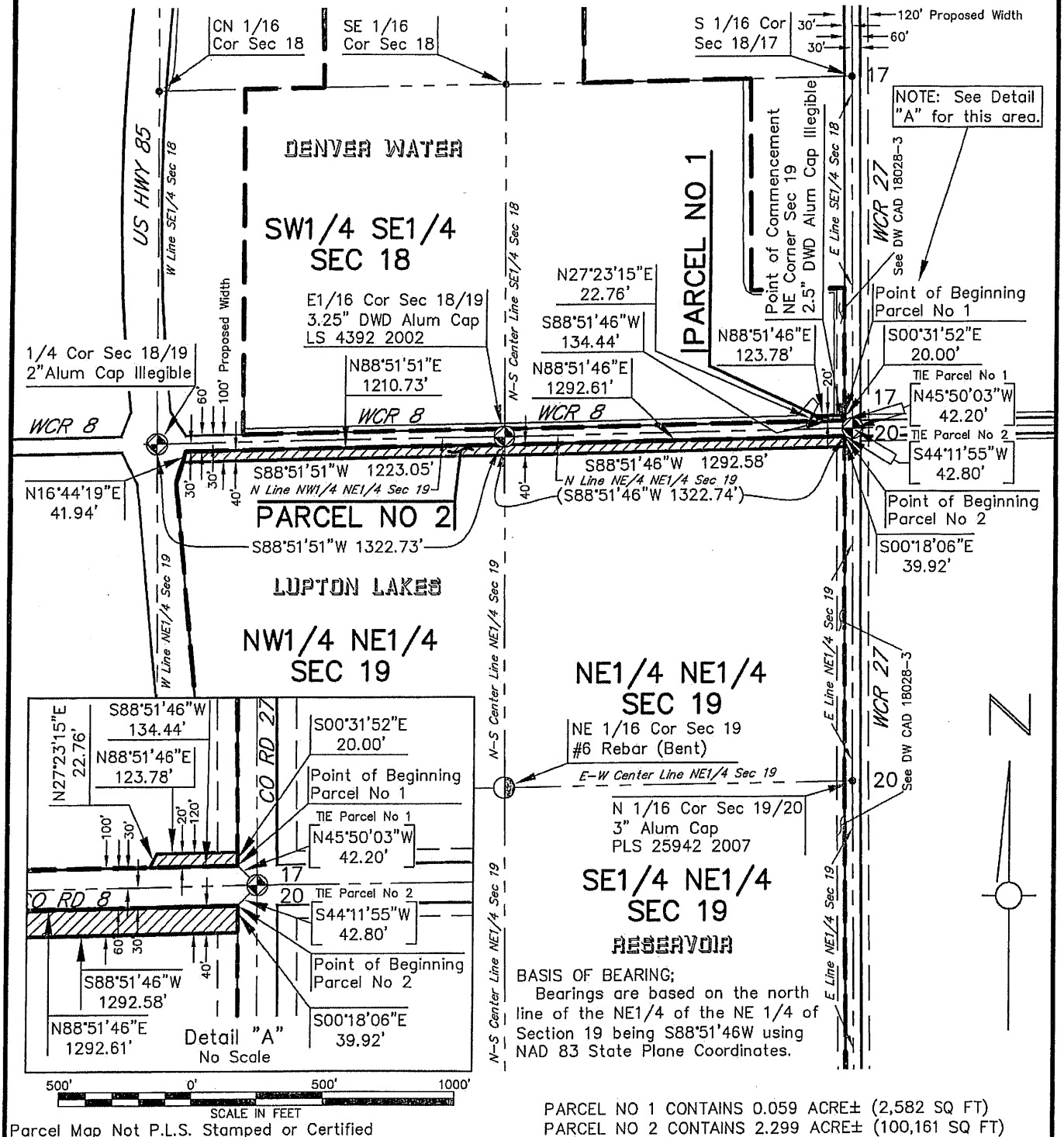
Daniel J. Thompson, PLS
Newly Created Legal Description
(§ 38-35-106.5, C.R.S.)

Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

NE 1/4 SECTION 19, TOWNSHIP 1 NORTH, RANGE 66 WEST 6th PM

---- WELD COUNTY ----



Parcel Map Not P.L.S. Stamped or Certified

PARCEL NO 1 CONTAINS 0.059 ACRE± (2,582 SQ FT)
PARCEL NO 2 CONTAINS 2.299 ACRE± (100,161 SQ FT)

LEGEND	DOCUMENT DATED:	LUPTON LAKES RESERVOIR	DENVER WATER
REAL ESTATE CONVEYED	SEC'Y FILE DOC.	REAL ESTATE CONVEYED TO CITY OF FORT LUPTON	1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org
BNDRY EXISTING DW PROP	RIMS ITEM NO.		
	CARD NO.		
	DRN. LAB PM. LAB		SCALE: 1" = 500'
	APPD.		
	SHEET 1 OF 1 SHEET	DATE: APRIL 14, 2016	CAD 18028-1_PMGT

D.W.D. PROPERTY MANAGEMENT STANDARDS: 02082016

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

Two parcels of land located in the east half (E1/2) of Section 19 and the southeast quarter of the southeast quarter (SE1/4 SE1/4) of Section 18, Township 1 North, Range 66 West of the Sixth Principal Meridian, Weld County, State of Colorado, being more particularly described as follows:

PARCEL NO 1

Commencing at the northeast corner (NE) of said Section 19, and considering the north line of the northeast quarter of the northeast quarter (NE1/4 NE1/4) of said Section 19 to bear S88°51'46"W, said line forming the Basis of Bearing for this legal description.
Thence N31°39'17"W a distance of 58.04 feet to a point on the westerly boundary of County Road 27, being a right-of-way 60 foot in width as recorded in Weld County, Colorado in Book 86 at Page 273, also being a point on the easterly property line of Denver Water's property for Lupton Lakes Reservoir, also being the POINT OF BEGINNING.

Thence S88°51'46"W a distance of 30.00 feet;
Thence N00°31'52"W a distance of 477.79 feet to a point on a northerly property line of said Denver Water property;
Thence along said property line N88°51'46"E a distance of 30.00 feet to a northeasterly corner of said property;
Thence along the combine line of said westerly right-of-way and an easterly property line of said property S00°31'52"E a distance of 477.79 feet to the POINT OF BEGINNING.

Parcel No 1 contains 0.329 acres (14,334 square feet more or less).

PARCEL NO 2

Commencing at the northeast corner (NE) of said Section 19, and considering the north line of the northeast quarter of the northeast quarter (NE1/4 NE1/4) of said Section 19 to bear S88°51'46" W, said line forming the Basis of Bearing for this legal description.
Thence S30°26'23"W a distance of 58.69 feet to a point on the southerly right-of-way line of County Road 8, and the westerly boundary of County Road 27, both roads being right-of-ways 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273, also being a point on the easterly property line of Denver Water's property for Lupton Lakes Reservoir, also being the POINT OF BEGINNING.

Thence along said combined westerly right-of-way line and easterly property boundary line the following three (3) courses;

1. S00°18'06"E a distance of 1255.92 feet to the E-W Center Line of the northeast quarter of said section 19;
2. Thence S00°31'29"E a distance of 1323.90 feet to the E-W Center Line of Section 19;
3. Thence S00°29'36"E a distance of 1274.28 feet;

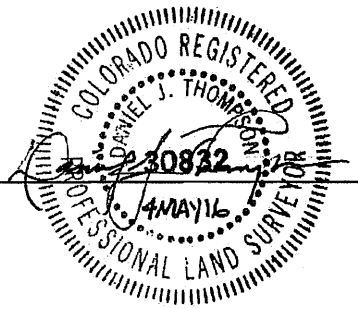
Thence S89°49'18"W a distance of 30.00 feet;
Thence along a line that parallels said combined line to the west by 30.00 feet the following 3 courses;

1. N00°29'36"W a distance of 1274.03 feet to the E-W Center Line of Section 19;
2. Thence N00°31'29"W a distance of 1323.79 feet to the E-W Center Line of the northeast quarter of said section 19;
3. Thence N00°18'06"E a distance of 1255.71 feet;

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

Thence N88°51'46"E a distance of 30.00 feet
to the POINT OF BEGINNING.

Parcel No 2 contains 2.654 acres (115,617 square feet more or less).



Propcom\WORD\LEGALS\2016\18028-3

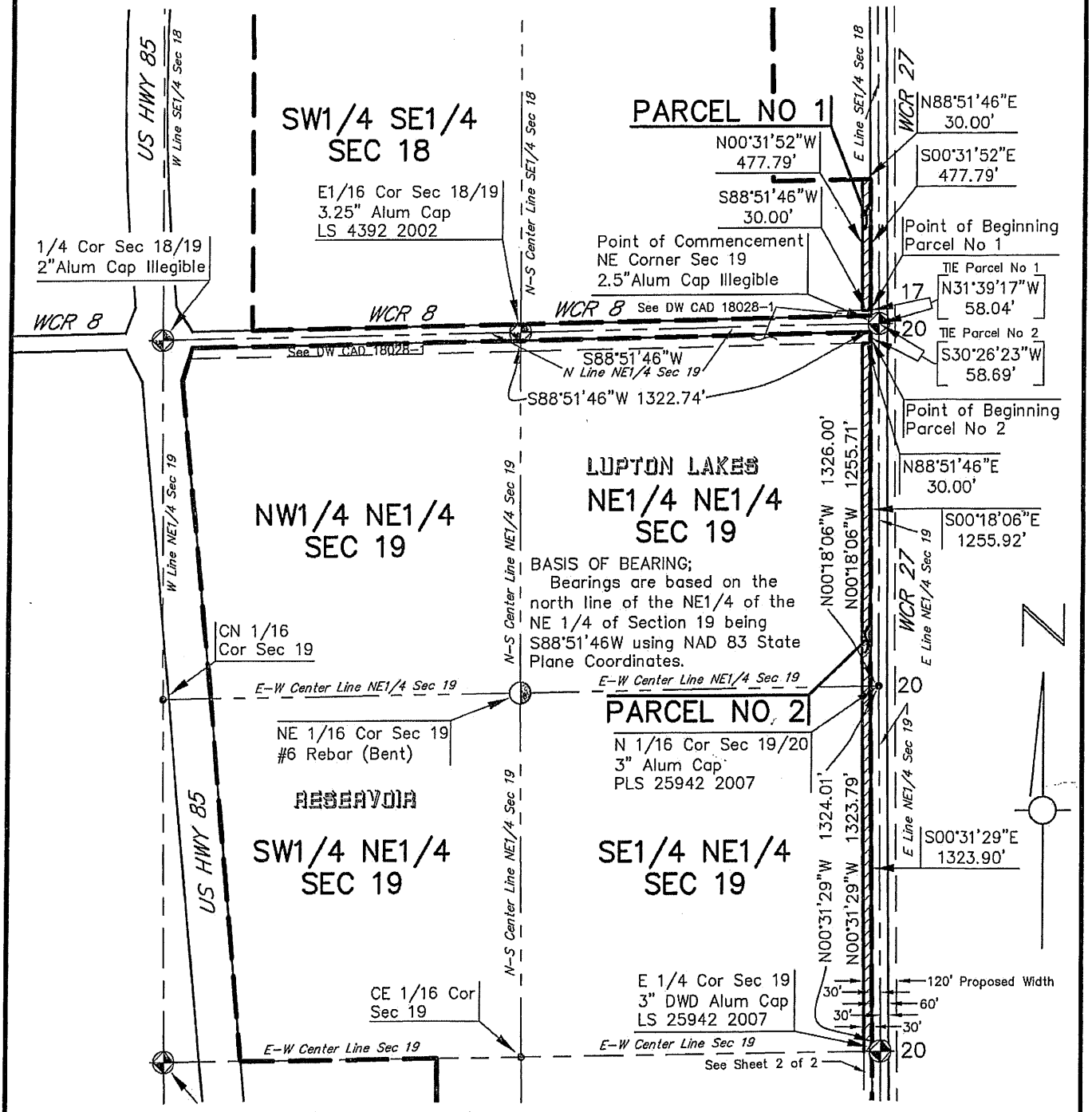
Daniel J. Thompson, PLS
Newly Created Legal Description
(§ 38-35-106.5, C.R.S.)

Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

NE 1/4 SECTION 19, TOWNSHIP 1 NORTH, RANGE 66 WEST 6th PM

---- WELD COUNTY ----



Parcel Map Not P.L.S. Stamped or Certified

PARCEL NO 1 CONTAINS 0.329 ACRE± (14,334 SQ FT)
PARCEL NO 2 CONTAINS 2.654 ACRE± (115,617 SQ FT)

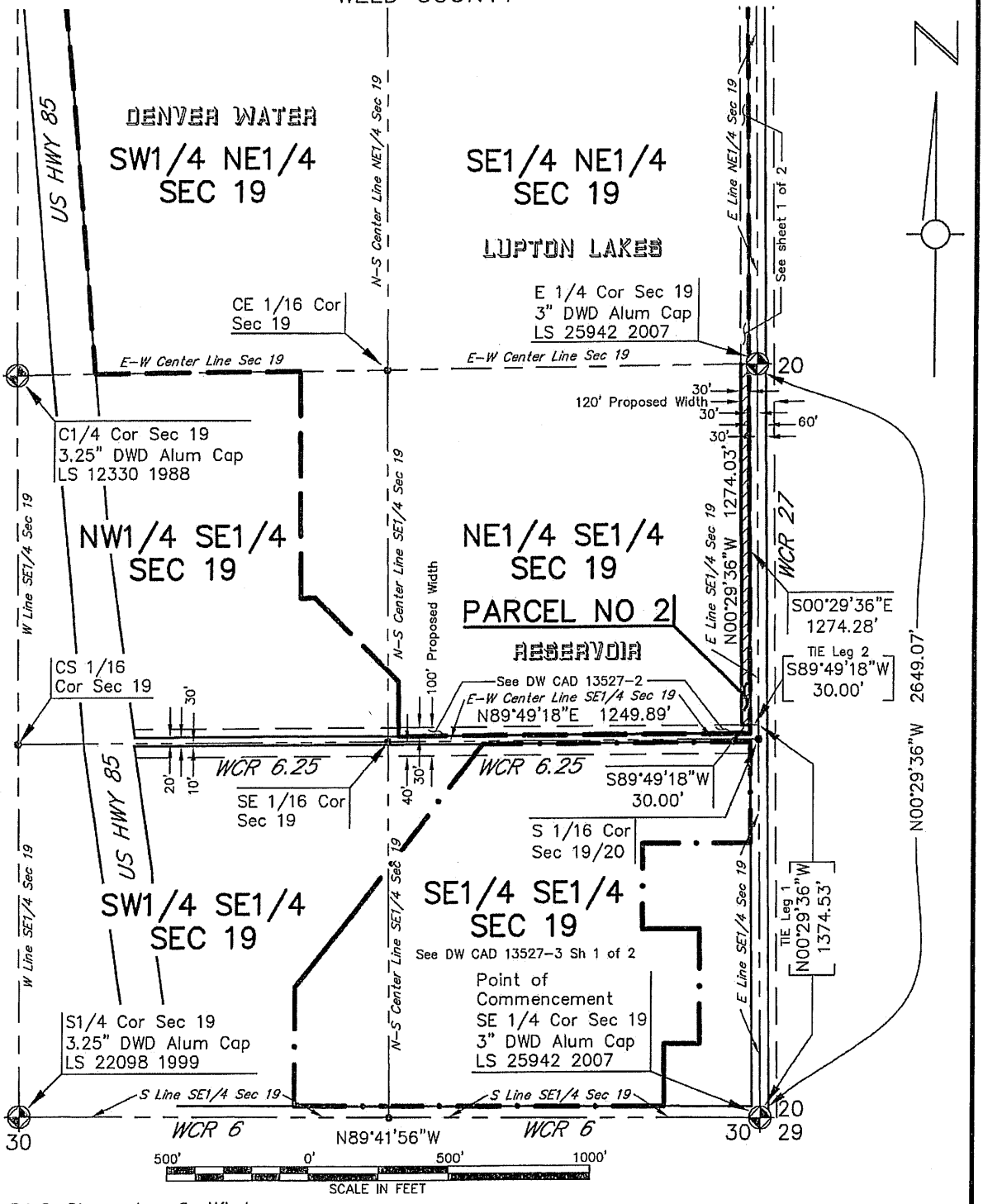
LEGEND			
REAL ESTATE CONVEYED BNDRY EXISTING DW PROP	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. CARD NO. DRN. LAB / PM. LAB / S.T. APPD. SHEET 1 OF 2 SHEET	LUPTON LAKES RESERVOIR REAL ESTATE CONVEYED TO CITY OF FORT LUPTON DATE: APRIL 14, 2016	DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org SCALE: 1" = 500' CAD 18028-3_PMGT

D.W.D. PROPERTY MANAGEMENT STANDARDS: 02082016

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

NE 1/4 SECTION 19, TOWNSHIP 1 NORTH, RANGE 66 WEST 6th PM

---- WELD COUNTY ----



Parcel Map Not P.L.S. Stamped or Certified

LEGEND

REAL ESTATE CONVEYED

BNDRY EXISTING DW PROP

DRN. LAB	PM. LAB
APPD.	
SHEET 2 OF 2 SHEET	

LUPTON LAKES RESERVOIR

REAL ESTATE CONVEYED TO CITY OF FORT LUPTON

DATE: APRIL 14, 2016

DENVER WATER
1600 West 12th Ave
Denver, Colorado 80204-3412
T: 303.628.6000
F: 303.628.6851
denverwater.org

SCALE: 1" = 500'

CAD 18028-3_PMGT

D.W.D. PROPERTY MANAGEMENT STANDARDS: 02082016

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

EXHIBIT "2" TO EXHIBIT “B”

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

Parcel No 1- North Cell

A parcel of land located in the southeast quarter (SE1/4) of Section 18, Township 1 North, Range 66 West of the Sixth Principal Meridian, Weld County, State of Colorado, being more particularly described as follows:

Commencing at the southeast corner (SE) of Section 18, and considering the south line of the southeast quarter of the southeast quarter (SE1/4 SE1/4) of Section 18 to bear South 88°51'46" West a distance of 1322.74 feet, said line forming the Basis of Bearing for this legal description.
Thence N51°05'00"W a distance of 77.70 feet to a point on the proposed northerly right-of-way line of County Road 8, also being the POINT OF BEGINNING.

Thence along said northerly right-of-way line the following four courses;

1. S88°51'46"W a distance of 93.78 feet;
2. Thence S27°23'15"W a distance of 22.76 feet;
3. Thence S88°51'46"W a distance of 1158.20 feet to a point on the north-south center line of said southeast quarter of Section 18;
4. Thence continuing along said right-of-way line S88°51'51"W a distance of 992.67 feet to a point on the easterly line of a parcel of land as recorded in Weld County, Colorado in Book 31 at Page 78;

Thence along said easterly line N00°16'06"W a distance of 1294.60 feet to a point on the north line of the south half of the southeast quarter of said Section 18;
Thence along said north line N88°58'39"E a distance of 299.27 feet to a point;
Thence N00°19'21"W a distance of 1294.56 feet to a point on the southerly line of a parcel of land as recorded in Weld County, Colorado in Book 357 at Page 581;
Thence running along said southerly line, the following (2) two courses;

1. N89°03'01'E a distance of 691.39 feet to a point on the north-south center line of the southeast quarter of said Section 18;
2. Thence continuing along said southerly line N89°02'58"E a distance of 295.69 feet;

Thence S00°19'21"E a distance of 1293.31 feet to a point on the north line of the south half of the southeast quarter of said Section 18;
Thence N88°58'39"E along said north line a distance of 635.93 feet to a point on the westerly line of a parcel of land as recorded in Weld County, Colorado at reception no. 3119802;
Thence running along the westerly and southerly lines of said parcel of land the following (2) two courses;

1. S00°32'01'E along the westerly line a distance of 792.90 feet to a point on the southerly line of said parcel of land;
2. N88°51'46"E along the southerly line of said parcel of land a distance of 327.01 feet to a point on the proposed westerly right-of-way of Weld County Road 27;

Thence along said proposed westerly right-of-way line S00°31'52"E a distance of 477.79 feet to the POINT OF BEGINNING.

Parcel No 1-North Cell contains 90.140 acres (3,926,493 square feet more or less).

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

Parcel No 2-South Cell

A parcel of land located in the east half of Section 19, Township 1 North, Range 66 West of the Sixth Principal Meridian, Weld County, State of Colorado, being more particularly described as follows:

Commencing at the northeast corner (NE) of said Section 19, and considering the north line of the northeast quarter of the northeast quarter (NE1/4 NE1/4) of said Section 19 to bear South 88°51'46" West a distance of 1322.74 feet, said line forming the Basis of Bearing for this legal description.

Thence S39°58'17"W a distance of 92.82 feet to a point on the proposed westerly right-of-way line of County Road 27, being a right-of-way 120 feet in width, also being the POINT OF BEGINNING.

Thence along said proposed westerly right-of-way line the following three courses;

1. S00°18'06"E a distance of 1255.71 feet to a point on the east-west center line of the northeast quarter of said Section 19;
2. Thence continuing along said westerly right-of-way line S00°31'29"E a distance of 1323.79 feet to a point on the east-west center line of said Section 19;
3. Thence continuing along said westerly right-of-way line S00°29'36"E a distance of 1304.03 feet to a point on the northerly right-of-way line of Weld County Road 6.25 being a right-of-way 30 feet in width as recorded in Weld County, Colorado in Book1229 at Page 556;

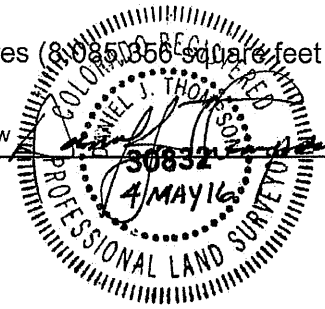
Thence along said northerly right-of-way line S89°49'18"W a distance of 1219.88 feet;
Thence N00°31'30"W a distance of 193.03 feet;
Thence N45°29'49"W a distance of 424.12 feet;
Thence S89°30'08"W a distance of 50.00 feet;
Thence N00°29'47"W a distance of 799.98 feet to a point on said east-west center line of said Section 19;
Thence along said center line S89°20'20W a distance of 727.21 feet to a point on the easterly right-of-way line of U.S. 85;
Thence along said easterly right-of-way line the following three courses;

1. N05°10'25'W a distance of 1318.71 feet to said east-west center line of the northeast quarter of Section 19;
2. Thence N05°29'41'W a distance of 1168.90 feet;
3. Thence N16°44'19"E a distance of 83.13 feet to a point on the proposed southerly right-of-way line of County Road 8, being a right-of-way 100 feet in width;

Thence along said proposed southerly right-of-way line the following two courses;

1. N88°51'51"E a distance of 1223.05 feet to the north-south center line of the northeast quarter of said Section 19;
2. Thence continuing along said southerly right-of-way line N88°51'46"E a distance of 1262.57 feet to the POINT OF BEGINNING.

Parcel No 2-South Cell contains 185.614 acres (8,085,356 square feet more or less)



Projects\18028\dwg\Pmgt\Lupton Lakes Legal N&S Cells-New

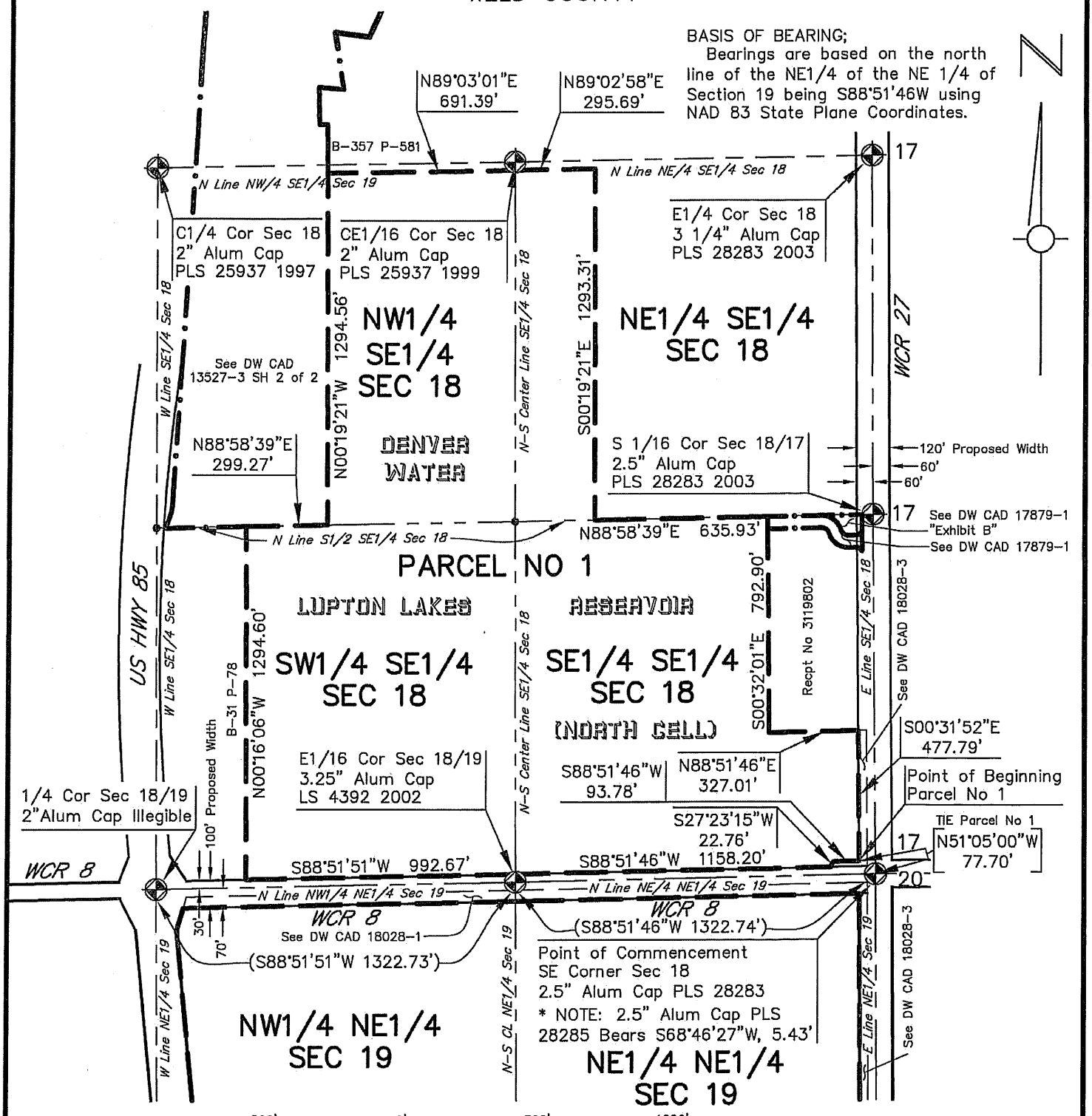
Daniel J. Thompson, PLS
Newly Created Legal Description
(§ 38-35-106.5, C.R.S.)

Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

SE 1/4 SECTION 18, TOWNSHIP 1 NORTH, RANGE 66 WEST 6th PM

---- WELD COUNTY ----



Parcel Map Not P.L.S. Stamped or Certified

PARCEL NO 1 CONTAINS 90.140 ACRE± (3,926,493 SQ FT)

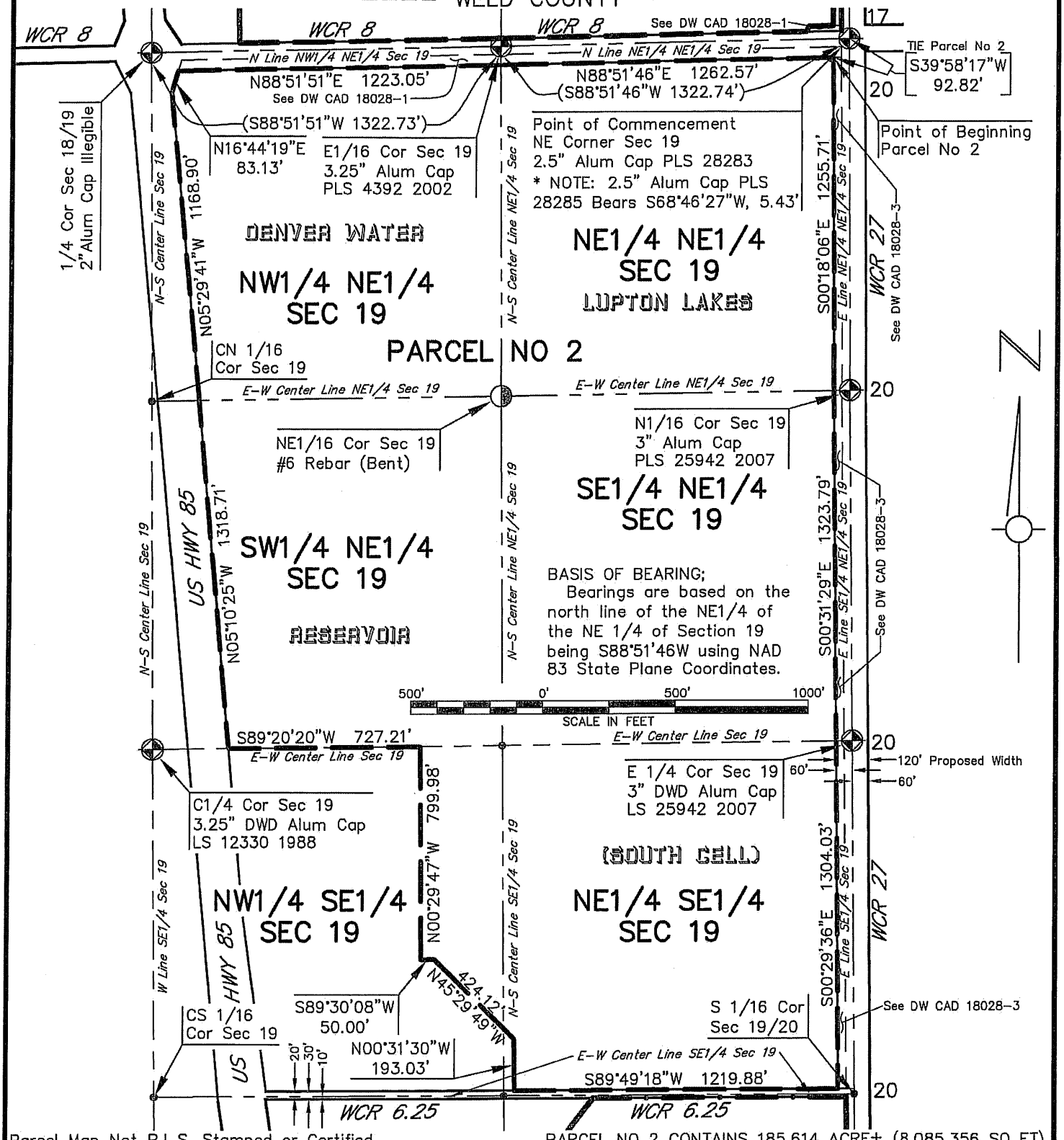
LEGEND			
REAL ESTATE CONVEYED	DOCUMENT DATED:	LUPTON LAKES RESERVOIR	DENVER WATER
BNDRY EXISTING DW PROP	SEC'Y FILE DOC.	PROPOSED BOUNDARY OF THE NORTH CELL	1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org
BNDRY EXISTING DW ESMT	RIMS ITEM NO.		
	CARD NO.		
	DRN. LAB / PM. LAB / S GF		SCALE: 1" = 500'
	APPD.		
	SHEET 1 OF 2 SHEET	DATE: MAY 2, 2016	CAD 18028-N&S New

D.W.D. PROPERTY MANAGEMENT STANDARDS: 02082016

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

E 1/2 SECTION 19, TOWNSHIP 1 NORTH, RANGE 66 WEST 6th PM

WELD COUNTY



Parcel Map Not P.L.S. Stamped or Certified

PARCEL NO 2 CONTAINS 185.614 ACRE± (8,085,356 SQ FT)

LEGEND

- REAL ESTATE CONVEYED
- BNDRY EXISTING DW PROP
- BNDRY EXISTING DW ESMT

DOCUMENT DATED:
SEC'Y FILE DOC.
RIMS ITEM NO.
CARD NO.
DRN. LAB PM. LAB S. 4F
APPD.
SHEET 2 OF 2 SHEET

LUPTON LAKES
RESERVOIR
PROPOSED BOUNDARY OF
THE SOUTH CELL
DATE: MAY 2, 2016

DENVER WATER
1600 West 12th Ave
Denver, Colorado 80204-3412
T: 303.628.6000
F: 303.628.6851
denverwater.org

SCALE: 1" = 500'
CAD 18028-N&S New

D.W.D. PROPERTY MANAGEMENT STANDARDS: 02082016

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

EXHIBIT "3" TO EXHIBIT “B”

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

Parcel No 1

A parcel of land located in the northwest quarter of the northeast quarter (NW1/4 NE1/4)) of Section 19, Township 1 North, Range 66 West of the Sixth Principal Meridian, Weld County, State of Colorado, being more particularly described as follows:

Commencing at the east sixteenth corner (E1/16) of Section 19, and considering the north line of the northwest quarter of the northeast quarter (NW1/4 NE1/4) of Section 19 to bear South 88°51'51" West a distance of 1322.73 feet, said line forming the Basis of Bearing for this legal description.

Thence S68°17'23"W a distance of 199.44 feet to a point on the proposed southerly right-of-way line of County Road 8, also being the POINT OF BEGINNING.

Thence along said southerly right-of-way line S88°51'51"W a distance of 150.00 feet;
Thence N01°08'09"W a distance of 40.00 feet to the existing southerly right-of-way line of said County Road 8;
Thence along said existing southerly right-of-way line N88°51'51"E a distance of 150.00 feet;
Thence S01°08'09"E a distance of 40.00 feet to the POINT OF BEGINNING.

Parcel No 1 contains 0.138 acres (6,000 square feet more or less).

Parcel No 2

A parcel of land located in the southeast quarter of the northeast quarter (SE1/4 NE1/4)) of Section 19, Township 1 North, Range 66 West of the Sixth Principal Meridian, Weld County, State of Colorado, being more particularly described as follows:

Commencing at the north sixteenth corner (N1/16) of Section 19, and considering the north line of the northwest quarter of the northeast quarter (NW1/4 NE1/4) of Section 19 to bear South 88°51'51" West a distance of 1322.73 feet, said line forming the Basis of Bearing for this legal description.

Thence S13°35'17"W a distance of 246.08 feet to a point on the proposed westerly right-of-way line of County Road 27, also being the POINT OF BEGINNING.

Thence N89°28'31"E a distance of 30.00 feet to the existing westerly right-of-way line of said County Road 27;
Thence along said existing westerly right-of-way line S00°31'29"E a distance of 150.00 feet;
Thence S89°28'31"W a distance of 30.00 feet to the proposed westerly right-of-way line of said County Road 27;
Thence along said proposed westerly right-of-way line N00°31'29"W a distance of 150.00 feet to the POINT OF BEGINNING.

Parcel No 2 contains 0.103 acres (4,500 square feet more or less).

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

Parcel No 3

A parcel of land located in the northeast quarter of the southeast quarter (NE1/4 SE1/4)) of Section 19, Township 1 North, Range 66 West of the Sixth Principal Meridian, Weld County, State of Colorado, being more particularly described as follows:

Commencing at the east quarter corner (E1/4) of Section 19, and considering the north line of the northwest quarter of the northeast quarter (NW1/4 NE1/4) of Section 19 to bear South 88°51'51" West a distance of 1322.73 feet, said line forming the Basis of Bearing for this legal description.

Thence S02°33'42"W a distance of 1125.80 feet to a point on the proposed westerly right-of-way line of County Road 27, also being the POINT OF BEGINNING.

Thence N89°49'18"E a distance of 30.00 feet to the existing westerly right-of-way line of said County Road 27;
Thence along said existing westerly right-of-way line S00°29'36"E a distance of 150.00 feet;
Thence S89°49'18"W a distance of 30.00 feet to the proposed westerly right-of-way line of said County Road 27;
Thence along said proposed westerly right-of-way line N00°29'36"W a distance of 150.00 feet to the POINT OF BEGINNING.

Parcel No 3 contains 0.103 acres (4,500 square feet more or less).

Propcom\WORD\LEGALS\2016\18028-4

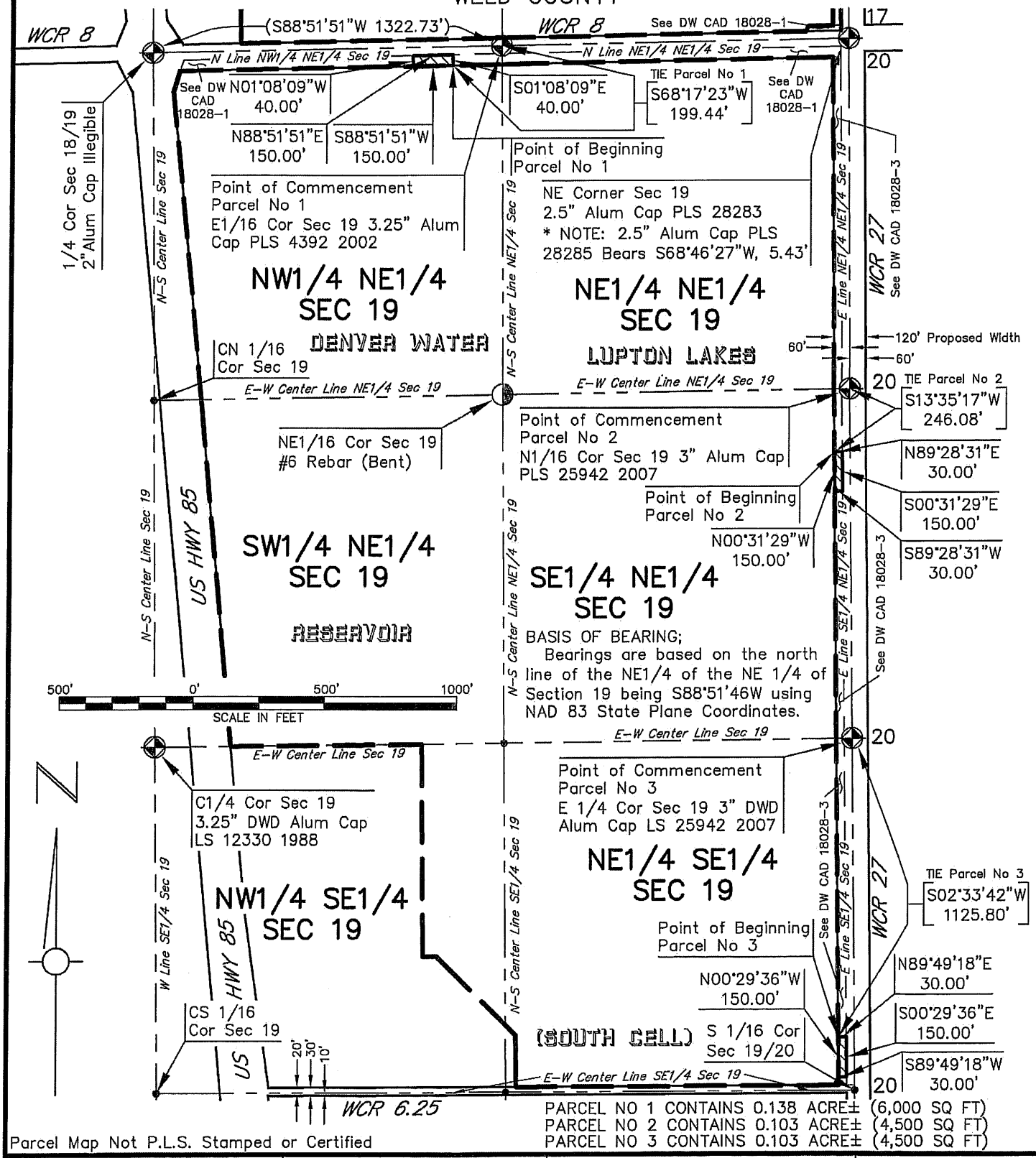
Daniel J. Thompson, PLS
Newly Created Legal Description
(§ 38-35-106.5, C.R.S.)

Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

E 1/2 SECTION 19, TOWNSHIP 1 NORTH, RANGE 66 WEST 6th PM

---- WELD COUNTY ----



PARCEL NO 1 CONTAINS 0.138 ACRE± (6,000 SQ FT)
PARCEL NO 2 CONTAINS 0.103 ACRE± (4,500 SQ FT)
PARCEL NO 3 CONTAINS 0.103 ACRE± (4,500 SQ FT)

Parcel Map Not P.L.S. Stamped or Certified

LEGEND			
EASEMENT ACQUIRED BNDRY EXISTING DW PROP	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. CARD NO. DRN. LAB PM. LAB S. GF APPD. SHEET 2 OF 2 SHEET	LUPTON LAKES RESERVOIR PERMANENT EASEMENTS RETAINED FOR ACCESS FROM THE CITY OF FORT LUPTON DATE: MAY 4, 2016	DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T:303.628.6000 F:303.628.6851 denverwater.org SCALE: 1" = 500' CAD 18028-4_PMGT

D.W.D. PROPERTY MANAGEMENT STANDARDS: 02082016

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

EXHIBIT "4" TO EXHIBIT "B"

DocuSign Envelope ID: 412E43D7-98D1-41CC-889C-20B3DE9294B2

EXCEPTED GRANTS, BARGAINS, SALES, LIENS, TAXES, ASSESSMENTS AND ENCUMBRANCES

[Exhibit "4" will be populated with Schedule B of the Title Commitment for Title Insurance. This Exhibit will be finalized upon the Title Company providing the Title Commitment, which has been ordered by Denver Water.]

1. Taxes and assessments for 2016 and subsequent years not due and payable.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.

EXHIBIT "B"

EXHIBIT "B"

WARRANTY DEED

This WARRANTY DEED ("**Deed**"), dated _____, 2016, is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, acting by and through its BOARD OF WATER COMMISSIONERS, whose address is 1600 W. 12th Avenue Denver, CO 80204 ("**Grantor**") and the CITY OF FORT LUPTON, municipal corporation of the State of Colorado, whose address is _____ ("**Grantee**"). Each party to this Deed may be referred to individually as "**Party**," and collectively as "**Parties**."

The Grantor, for good and valuable consideration described in the _____, 2016 Right of Way Agreement between the Parties, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and dedicate to the Grantee the real property located in Weld County and State of Colorado, described in the **Exhibit 1** attached hereto and incorporated herein ("**Dedicated Property**"), for the use and benefit of the public as streets and other public ways and for all other public uses and purposes permitted by the Laws of the State of Colorado and the Ordinances and Charter of the City of Fort Lupton, State of Colorado, including, but not limited to, installing, repairing, maintaining, altering, replacing, relocating and operating utilities.

RESERVING TO THE GRANTOR AND ITS SUCCESSORS AND ASSIGNS:

1. The non-exclusive and temporary right to enter, re-enter, occupy and use the Dedicated Property as may be necessary or convenient during various stages of development of the Grantor's adjacent property described and shown in the attached and incorporated **Exhibit 2** ("**Grantor's Property**"), including during the mining activities, phased delivery of the completed gravel pits, reclamation, and construction of the water storage reservoir and associated water conveyance facilities on the Grantor's Property ("**Reservoir**"), which right shall automatically terminate upon commissioning of the Reservoir.

2. The permanent right to enter, re-enter, occupy and use the Dedicated Property in, through, over and across the areas designated in the attached and incorporated **Exhibit 3** as permanent access locations. The Grantor may request and the Grantee shall grant any additional permanent access locations, so long as such access locations do not unreasonably interfere with the Grantee's use of the Dedicated Property.

3. The right to interconnect the south and north cells of the Reservoir at points along Weld County Road 8 between Weld County Road 27 and U.S. Highway 85, and to lay inlet-outlet works piping near the intersection of U.S. Highway 85 and Weld County Road 8 for water deliveries between the South Platte River and the Reservoir.

4. The right to conduct utility work within the Dedicated Property, including ~~, but not limited to,~~ installation, maintenance, repair, or replacement of gas, electric, or cable lines~~, and/or water pipelines~~ and all of their underground and surface appurtenances, including electric or other related control systems, vaults, manholes, ventilators, underground cables, wires and connections, provided that the Board first obtains all appropriate permits.

5. Any and all water and water rights associated with or appurtenant to the Dedicated Property, whether appropriative, prescriptive, or contractual, including without limitation surface water and tributary, non-tributary, not non-tributary groundwater, and all ditches and ditch rights, wells and well rights, springs and spring rights, reservoirs and reservoir rights, and all structures, related facilities used for diversion of such rights, headgates, measuring devices, permits, pumps, and pipelines.

AND EXCEPTING all minerals, including sand and gravel, oil, natural and other gases, coal and other hydrocarbons.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Dedicated Property above bargained and described, with the appurtenances unto the Grantee, its successors and assigns forever. And the Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the

premises above conveyed, has good, sure, perfect, absolute and indefeasible estate, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature whatsoever, EXCEPT AND SUBJECT ~~TO~~ ~~to those~~ the items listed in **Exhibit 4** attached to this ~~D~~deed and incorporated herein by this reference and to all prior ~~recorded~~ agreements, grants, licenses, leases, permits, rights of way, ditches, canals, laterals, reservations, and encumbrances, whether recorded or unrecorded, related to the Dedicated Property, including, but not limited to, the existing oil and gas and gravel leases and operations~~, gravel leases and operations, and Fulton Ditch Company canals and laterals~~.

The Grantor shall and will WARRANT AND FOREVER DEFEND the Dedicated Property in the quiet and peaceable possession of the Grantee, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

The Dedicated Property is conveyed by the Grantor SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS, AND RESTRICTIONS, which the Grantee covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Formatted: All caps

Any public utilities that the Grantee may install, permit, license, or otherwise authorize within the Dedicated Property, shall be located at least 5 feet away from the boundary lines depicted in Exhibits 2, unless the Grantor's prior written approval provides otherwise ~~approved by the Grantor in writing~~.

SIGNATURES FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR:

ATTEST:

CITY AND COUNTY OF DENVER,
acting by and through its
ITS BOARD OF WATER COMMISSIONERS

By:_____
Secretary

By:_____
President

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by _____, President of the City and County of Denver, acting by and through its Board of Water Commissioners.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

Grantee hereby accepts this Deed.

Dated: _____, 2016

GRANTEE:

ATTEST:

By: _____
Secretary

CITY OF FORT LUPTON

By: _____
Mayor

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by _____ as _____ for _____.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

WARRANTY DEED

This WARRANTY DEED ("**Deed**"), dated _____, 2016, is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, acting by and through its BOARD OF WATER COMMISSIONERS, whose address is 1600 W. 12th Avenue Denver, CO 80204 ("**Grantor**") and the CITY OF FORT LUPTON, municipal corporation of the State of Colorado, whose address is _____ ("**Grantee**"). Each party to this Deed may be referred to individually as "**Party**," and collectively as "**Parties**."

The Grantor, for good and valuable consideration described in the _____, 2016 Right of Way Agreement between the Parties, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and dedicate to the Grantee the real property located in Weld County and State of Colorado, described in the **Exhibit 1** attached hereto and incorporated herein ("**Dedicated Property**"), for the use and benefit of the public as streets and other public ways and for all other public uses and purposes permitted by the Laws of the State of Colorado and the Ordinances and Charter of the City of Fort Lupton, State of Colorado, including, but not limited to, installing, repairing, maintaining, altering, replacing, relocating and operating utilities.

RESERVING TO THE GRANTOR AND ITS SUCCESSORS AND ASSIGNS:

1. The non-exclusive and temporary right to enter, re-enter, occupy and use the Dedicated Property as may be necessary or convenient during various stages of development of the Grantor's adjacent property described and shown in the attached and incorporated **Exhibit 2** ("**Grantor's Property**"), including during the mining activities, phased delivery of the completed gravel pits, reclamation, and construction of the water storage reservoir and associated water conveyance facilities on the Grantor's Property ("**Reservoir**"), which right shall automatically terminate upon commissioning of the Reservoir.

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3. The right to interconnect the south and north cells of the Reservoir at points along Weld County Road 8 between Weld County Road 27 and U.S. Highway 85, and to lay inlet-outlet works piping near the intersection of U.S. Highway 85 and Weld County Road 8 for water deliveries between the South Platte River and the Reservoir.

4. The right to conduct utility work within the Dedicated Property, including installation, maintenance, repair, or replacement of gas, electric, or cable lines and all of their underground and surface appurtenances, including electric or other related control systems, vaults, manholes, ventilators, underground cables, wires and connections, provided that the Board first obtains all appropriate permits.

5. Any and all water and water rights associated with or appurtenant to the Dedicated Property, whether appropriative, prescriptive, or contractual, including without limitation surface water and tributary, non-tributary, not non-tributary groundwater, and all ditches and ditch rights, wells and well rights, springs and spring rights, reservoirs and reservoir rights, and all structures, related facilities used for diversion of such rights, headgates, measuring devices, permits, pumps, and pipelines.

AND EXCEPTING all minerals, including sand and gravel, oil, natural and other gases, coal and other hydrocarbons.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Dedicated Property above bargained and described, with the appurtenances unto the Grantee, its successors and assigns forever. And the Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate, in law, in fee simple,

and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature whatsoever, EXCEPT AND SUBJECT to the items listed in **Exhibit 4** attached to this Deed and incorporated herein by this reference and to all prior agreements, grants, licenses, leases, permits, rights of way, ditches, canals, laterals, reservations, and encumbrances, whether recorded or unrecorded, related to the Dedicated Property, including, but not limited to, the existing oil and gas and gravel leases and operations.

The Grantor shall and will WARRANT AND FOREVER DEFEND the Dedicated Property in the quiet and peaceable possession of the Grantee, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

The Dedicated Property is conveyed by the Grantor SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS, AND RESTRICTIONS, which the Grantee covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Any public utilities that the Grantee may install, permit, license, or otherwise authorize within the Dedicated Property, shall be located at least 5 feet away from the boundary lines depicted in Exhibit 2, unless the Grantor's prior written approval provides otherwise.

SIGNATURES FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR:

CITY AND COUNTY OF DENVER,
acting by and through its
ITS BOARD OF WATER COMMISSIONERS

ATTEST:

By:_____
Secretary

By:_____
President

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by _____, President of the City and County of Denver, acting by and through its Board of Water Commissioners.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

Grantee hereby accepts this Deed.

Dated: _____, 2016

GRANTEE:

ATTEST:

By: _____
Secretary

CITY OF FORT LUPTON

By: _____
Mayor

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by _____ as _____ for _____.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

CITY OF FORT LUPTON
CITY COUNCIL

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

CITY OF Fort Lupton EST 1836

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AM 2016-089

APPROVING RESOLUTION 2016Rxxx RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING JUNE 20, 2016 AND ENDING DECEMBER 31, 2017

I. **Agenda Date:** Council Meeting – June 20, 2016

II. **Attachments:**
a. Resolution 2016Rxx
b. Advisory Committee Applications

III. **Summary Statement:**

Terms of all members of all advisory committees shall commence on January 1st following every regular municipal election and continue until December 31st following the next regular municipal election. The newly elected Mayor shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the mayor. As a result, letters with re-appointment applications (attached) were sent to current committee members advising them that their terms will expire December 31, 2017. It was requested that they submit a new application as to their desire regarding continued membership. In addition, a number of other individuals have also submitted applications for consideration.

All voting members of advisory committees shall live within one of the following zones (school district, fire district, or Fort Lupton zip code.

IV. **Submitted by:** _____
City Clerk

V. **Finance Reviewed** _____
Finance Director

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

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

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

IX. Detail of Issue/Request:

As indicated, letters and applications were sent to all existing advisory committee members during the month of November. In addition, vacancies for committee appointments have been solicited at City Council meetings, workshops, Channel 16, the City web page, public postings, in the Mayor's monthly newsletter, and the media.

Exhibit "A" represents a list of the active general advisory committees with the proposed member list. Current policy establishes that, "Newly elected Mayors shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor."

It is anticipated that another round of appointments may need to occur in the future.

X. Legal/Political Considerations:

None noted.

XI. Alternatives/Options:

Continue to solicit for applications through announcements at City Council meetings and workshops, Channel 16, the City web page, the Mayor's monthly newsletter, and the media for vacancies that remain unfilled.

XII. Financial Considerations:

None noted.

XIII. Staff Recommendation:

Approve the proposed resolution

RESOLUTION 2016Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING JUNE 20, 2016 AND ENDING DECEMBER 31, 2017.

WHEREAS, each candidate has submitted a request in the form of an application for the Mayor to consider appointment or reappointment to committee positions allowing them the opportunity to serve the City of Fort Lupton.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the corresponding Advisory Committees for a term beginning June 20, 2016 and ending December 31, 2017.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 20th DAY OF JUNE 2016.

City of Fort Lupton, Colorado

_____
Tommy Holton, Mayor

Attest:

_____
Nanette S. Fornof, MMC
City Clerk

Approved as to form:

_____
Andy Ausmus, City Attorney

EXHIBIT "A"
Advisory Committee Appointments

PUBLIC SAFETY COMMITTEE		
Name	***Term***	***Position***
Steve Wolery	06/20/2016-12/31/2017	
ART IN PUBLIC PLACES		
Name	***Term***	***Position***
Cailey Semroska	06/20/2016-12/31/2017	

CITY OF
Fort Lupton
EST 1836
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CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/ COMMISSION APPOINTMENT

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

Date: _6/1/2016____ **City of Fort Lupton Resident? Yes** [X] **No** [ ]

Name:	Steve Wolery	**Home Phone:**	303-857-0123 do not use
Address:	911 cottonwood ct	**Cell Phone:**	303-710-9492*
	Fort Lupton CO 80621	**Work Phone:**	303-319-4553
Occupation:	Application Developer Ball Aerospace	**e-mail:**	swolery@ball.com

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)
The Fort Lupton Gun Range Committee

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

I have been a member of the Fort Lupton School board in the past so I am aware of the time and commitment required to hold a public service position. My primary desire in seeking membership on this committee is a combination of my love for Shooting Sports and this town. We are so much more than a bedroom community. I am an avid Shooter, Reloader and Hunter. I am passionate about not only the shooting sports but the 2nd amendment and feel that it is important to introduce the following generations to responsible Firearms ownership

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

I am not licensed or certified in anyway. I am however a retail associate selling firearms for Jax Mercantile as a second job. I don't do this for the money; I do it for the love of shooting sports and for the chance to educate those new to firearms. I am often the associate that other associates will lead new shooters too, not because I know it all I don't and not because I am "the best" but rather I have the heart of teacher. It is more important to me to teach the customer about the sport and safety than it is to make a sale.

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

The shooting sports, the Firearms industry and the 2nd Amendment are under attack. No matter the outcome of the next election the shooting sports will constantly be under assault. It is more important than ever that Firearms owners take an active role in promoting safe firearm ownership. As well as opening new avenues to introduce the following generations to the shooting sports. Bringing a Firearms/Archery Range to the City of Fort Lupton is not only good for the city but it is good for the surrounding communities. Public open space shooting is being restricted all across the Front Range, this is a great opportunity to show case our town as well as educate the next generations,

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

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

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

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

Date: _____ **City of Fort Lupton Resident? Yes** [X] **No** [ ]

Name: CAILEY SEMROSKA **Home Phone:** 303-857-6650
Address: 1130 HOOVER AVE. **Cell Phone:** 720-312-8502
FORT LUPTON, CO 80621 **Work Phone:** —
Occupation: ARTIST **e-mail:** _____

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

_____

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

I grew up in Fort Lupton, I'd like to start being more involved in the community by being a part of this board.

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

I have an art degree from UNC

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

I'd like to give back to my community, I'd also love to help create a more artistic environment for FTL.

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

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

CITY OF FORT LUPTON
CITY COUNCIL

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

CITY OF Fort Lupton EST 1836

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AM 2016-088

ACCEPTING CITY OF FORT LUPTON'S AUDIT REPORT OF FINANCIAL STATEMENTS FOR THE YEAR ENDING DECEMBER 31, 2015

I. **Agenda Date:** Council Meeting – June 10, 2016

II. **Attachments:**

III. **Summary Statement:**

CliftonLarsonAllen, LLC has completed their review of the 2015 financial records for the City of Fort Lupton.

.

IV. **Submitted by:** Lisa Perino
Finance Director

V. **Finance Reviewed** Lisa Perino
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 audit and management report have been presented as complete.

The 2015 Comprehensive Annual Financial Statements are available on the City's website at www.FortLupton.org under Government Services, Finance Department, and Budget & Resources.

IX. Legal/Political Considerations:

None.

X. Alternatives/Options:

N/A

XI. Financial Considerations:

Audited Financial Statements are required to be filed with the State of Colorado Auditor every year by July 31 every year. The statements are also filed with the Multiple Securities Rule Making Board (MSRB) every year by June 30 to keep us in compliance with the continuing discloser requirements of our bonds.

XII. Staff Recommendation:

Accept the City of Fort Lupton's audited audit report of the Comprehensive Annual Financial Statement for the ended December 31, 2015.

CITY OF FORT LUPTON
CITY COUNCIL

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

AM 2016-090

AWARD SURVEY CONTRACT FOR 2016 STREET IMPROVEMENTS PROJECTS TO ACKLAM, INC., NOT TO EXCEED $30,250.00 FROM ADDITIONAL APPROPRIATION

I. **Agenda Date:** Council Meeting – June 20, 2016

II. **Attachments:**
a. Proposal Acklam dated June 10, 2016
b. 2013 Paving Projects Summary Estimate.

III. **Summary Statement:**

Surveying proposals were requested from Acklam, Inc. to provide survey data collection to support proposed paving project design and ROW verification for 2016 street improvements. Acklam continues to be competitively priced and responsive to the city's needs. The total surveying fees are not to exceed $30,250.00 as proposed to come from 10-420 Engineering Budget.

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 areas targeted for 2016 street rehabilitation include Hoover Avenue from 6th Street to 9th Street, 6th Street from Fulton Avenue to McKinley Avenue, 2nd Street from Fulton Avenue to McKinley Avenue, and 3rd Street from Grand Avenue to Fulton Avenue.

The original plan when proposal request was submitted included working out sidewalk issues on Fulton. Although this construction will not be undertaken at this time, I would like to go ahead and have the survey there done to help resolve a drainage issue at Dexter and Fulton. The additional cost of keeping this area in the survey proposal is only an additional $2,000.

There is not enough budget left in Engineering to support this effort. Additional appropriation will be required. The rough estimate for each area included an engineering line item.

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

Accept proposal for $30,250 for all areas
Accept proposal for all street improvement areas (items 2 – 5) for $27,680
Reject proposal and wait for other surveyor's availability

XII. Financial Considerations:

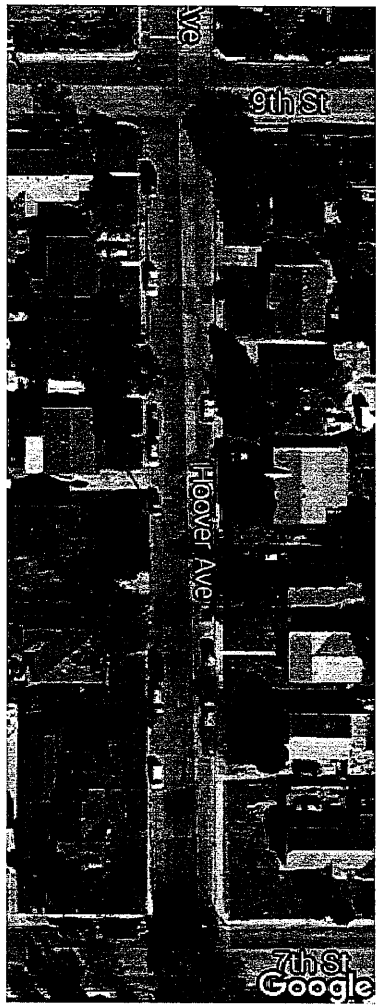
A supplemental budget resolution to the General Fund will be necessary for additional appropriation to cover the 2016 Street Improvements Project.

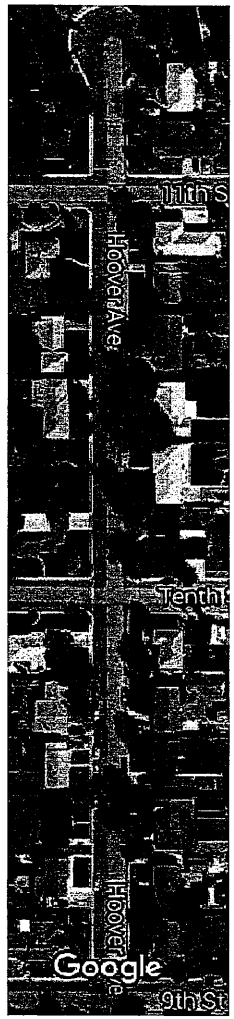
XIII. Staff Recommendation:

Approve contract with Acklam for not to exceed $30,250. Allow City Engineer to proceed with design and project specifications to prepare for bid.

Hoover Ave Reconstruction
9th St to 6th St

33' width pavement				***TOTAL COST***
Roadway	851 LF			
FD Reclamation	3120.3 SY	$	4.00	$ 12,481.33
HMA (3" Lift)	514.86 Ton	$	120.00	$ 61,782.60
C&G / SW Removal	900 LF	$	17.00	$ 16,000.00
Sidewalk (monolithic)	900 LF	$	30.00	$ 27,000.00
Curb Ramp	8 Ea	$	1,450.00	$ 11,600.00
Misc Mobilization	1 LS	$	50,000.00	$ 50,000.00
Traffic Control	1 LS	$	10,000.00	$ 10,000.00
Contingency @ 15%				$ 28,329.59
Engineering @ 12%				$ 22,663.67
(Design/Construction)				
TOTAL COST				**$ 239,857.20**



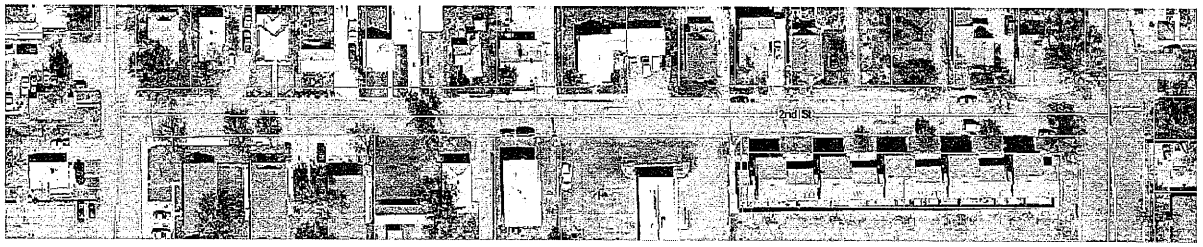


TOTALS

$	239,857.20	Hoover Ave Reconstruction
$	121,402.86	2nd Street Reconstruction
$	151,659.08	3rd Street Reconstruction
$	108,815.41	6th Street Reconstruction
$	221,742.00	Fulton Sidewalk
$	***843,476.54***	***Total Shown***

2nd Street Reconstruction
Fulton Ave - McKinley Ave

32' width pavement				***TOTAL COST***
Roadway	636 LF			
FD Reclamation	2756 SY	$	4.00	$ 11,024.00
HMA (3" Lift)	454.74 Ton	$	120.00	$ 54,568.80
Misc Mobilization	1 LS	$	25,000.00	$ 25,000.00
Traffic Control	1 LS	$	5,000.00	$ 5,000.00
Contingency @ 15%				$ 14,338.92
Engineering @ 12% *(Design/Construction)*				$ 11,471.14
TOTAL COST				**$ 121,402.86**

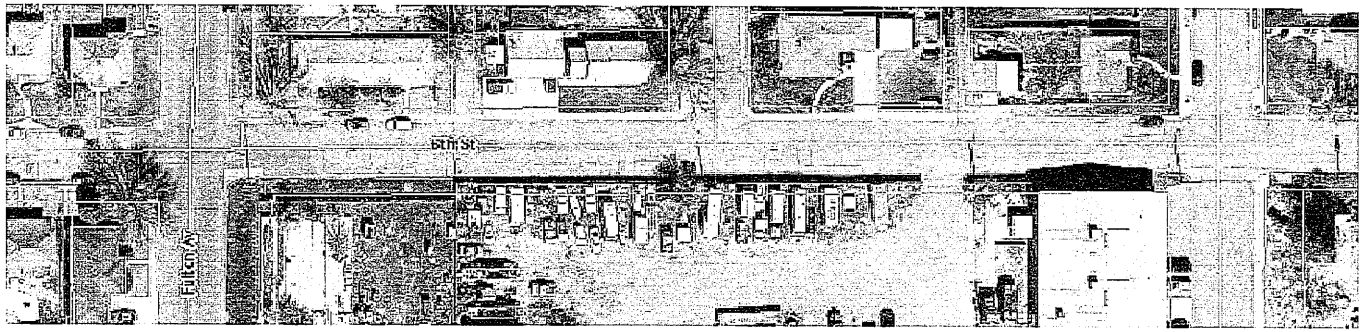


3rd Street Reconstruction
Grand Ave - Fulton Ave

32' width pavement				***TOTAL COST***
Roadway	867 LF			
FD Reclamation	3757 SY	$	4.00	$ 15,028.00
HMA (3" Lift)	619.91 Ton	$	120.00	$ 74,388.60
Misc Mobilization	1 LS	$	25,000.00	$ 25,000.00
Traffic Control	1 LS	$	5,000.00	$ 5,000.00
Contingency @ 15%				$ 17,912.49
Engineering @ 12% *(Design/Construction)*				$ 14,329.99
TOTAL COST				**$ 151,659.08**

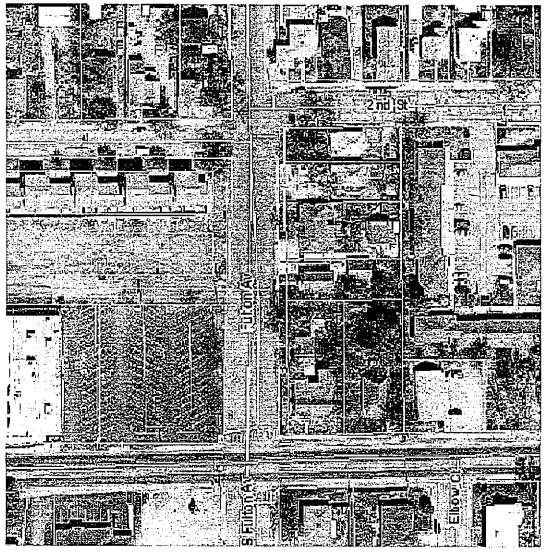
6th Street Reconstruction
Fulton Ave - McKinley Ave

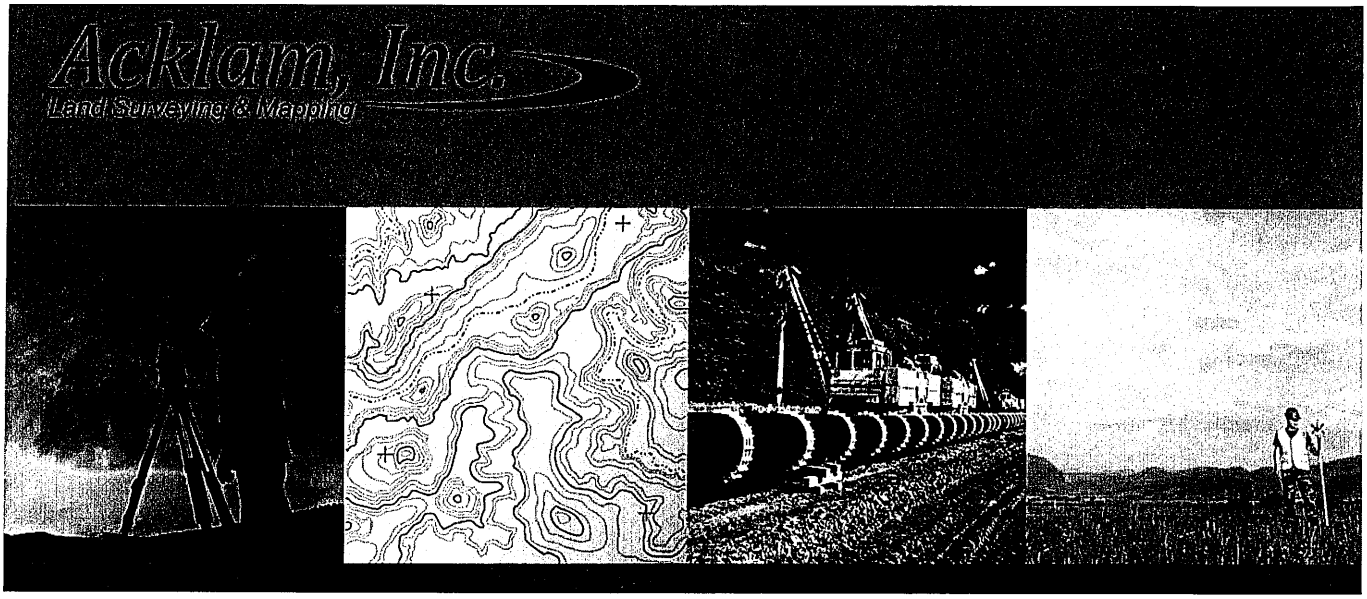
32' width pavement			*TOTAL COST*
Roadway	658 LF		
FD Reclamation	2339.6 SY	$ 4.00	$ 9,358.22
HMA (3" Lift)	386.03 Ton	$ 120.00	$ 46,323.20
Misc Mobilization	1 LS	$ 25,000.00	$ 25,000.00
Traffic Control	1 LS	$ 5,000.00	$ 5,000.00
Contingency @ 15%			$ 12,852.21
Engineering @ 12% *(Design/Construction)*			$ 10,281.77
TOTAL COST			**$ 108,815.41**



Fulton Sidewalk
1st St - 2nd St

5' wide sidewalk			*TOTAL COST*
C&G / SW Removal	441 LF	$ 17.00	$ 8,000.00
C&G	441 LF	$ 35.00	$ 16,000.00
Sidewalk	245 SY	$ 55.00	$ 14,000.00
Curb Ramp	8 Ea	$ 1,450.00	$ 11,600.00
Storm Drainage			$ 75,000.00
Misc Mobilization	1 LS	$ 45,000.00	$ 45,000.00
Traffic Control	1 LS	$ 5,000.00	$ 5,000.00
Contingency @ 15%			$ 26,190.00
Engineering @ 12% *(Design/Construction)*			$ 20,952.00
TOTAL COST			**$ 221,742.00**





June 10, 2016

Mr. Roy L. Vestal, P.E.
Public Works Director / City Engineer
City of Fort Lupton
130 S. McKinley
Fort Lupton, CO 80621

RE: Survey RFP – City of Fort Lupton / Capital Improvement Program

Mr. Vestal,

Acklam, Inc. appreciates the opportunity to provide the professional land surveying services for the above referenced Survey RFP. Established in 2010, Acklam, Inc. is based locally in Brighton, Colorado, providing Professional Land Surveying and Mapping services throughout Colorado and 7 other states in the Rocky Mountain region.

Collectively, Acklam's Professional staff have over 70 years of progressive, responsible and professional experience, providing boundary, civil survey, mapping and design related land surveying services.

Thank you for the invitation to submit this proposal, we look forward to the opportunity of working with you, your team and the City of Fort Lupton.

Respectfully,

Curt Acklam, President

SCOPE OF SERVICES

RIGHT-OF-WAY SURVEYS

The City of Fort Lupton (CITY) will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right-of-way information.

Acklam, Inc. (Acklam) will perform field surveys of the controlling aliquot monuments and existing monumentation to facilitate establishing boundary/ownership lines and right-of-way boundaries.

Acklam will review and process the deed, plat, easement and right-of-way information provided by the CITY, and using this information and existing monumentation, will establish the right-of-way for the project areas listed below.

- Fulton Ave – from Dexter St. north to 2nd St.
- 2nd St. – from Grand Ave. east to McKinley Ave.
- 3rd St. – from Grand Ave. east to McKinley Ave.
- 6th St. – from Fulton Ave. east to McKinley Ave.
- Hoover Ave. – from 6th St north to the end of the Cul-de-Sac just north of 11th St.

If required by state statute, Acklam will prepare one (1) Land Survey Plat for each project site to be deposited after completion of the project depicting the monuments found and set as required during the project. This task will also reference the existing monuments and will facilitate replacing them, if needed, after construction.

Acklam will stake the existing Right-of-Way at intervals which will provide intervisible points for appraisal and acquisition purposes.

TOPOGRAPHIC SURVEY

Acklam will establish and monument a baseline at 400 foot intervals and, if necessary, at intervisible points between, with a minimum of 2 monuments per site. Survey Control will be referenced to the State Plane Coordinate System, Colorado North Zone.

Acklam will locate all structures, streets, driveways, storm drains, trees larger than 6 inches in diameter, and other features within 15 feet of the Right-of-Way including intersecting streets for the lengths designated for inclusion in the project.

Acklam will survey drainage channels within 15' of the Right-of-Way. Said surveys will include flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).

Acklam will set temporary benchmarks at approximately 500 foot intervals.

Topographic information will be collected at regular intervals and in a manner sufficient to meet a minimum of third order accuracy and to support the creation of 1-foot contour interval mapping.

UTILITY LOCATION AND RESEARCH SERVICES

Utilizing a subcontractor, Acklam will initiate the marking of existing utilities and utility services within the limits of the project. Acklam will locate all marked utilities and incorporate this information on the boundary and topographic survey.

Subcontractor will also obtain utility research information. Acklam will incorporate this information on the boundary and topographic survey and provide copies of said research to the City of Fort Lupton.

Acklam will obtain measured inverts at accessible storm sewer manholes, catch basins/inlets and utility vaults as well as pipe composition and size as can be determined by visual inspection, for the determination of the 3D location of said existing gravity based utilities and vaults. Additionally, Acklam will obtain locations and inverts of the next storm sewer beyond the limits of the survey area. Acklam will incorporate this information on the boundary and topographic survey.

APPROACH TO SCOPE OF WORK

Acklam, Inc. understands the importance of sustaining the integrity of the City of Fort Lupton's interests in their real property by way of our commitment to quality as well as adherence to all rules governing the practice of professional land surveying as promulgated by the applicable provisions of the Colorado Revised Statutes (CRS) and the Colorado State Board of Registration for Professional Engineers and Professional Land Surveyors. This dedication is of the utmost importance to our work. All survey work, both field work and office calculation/plat preparation, will be performed by, or under the direction of our Colorado Professional Land Surveyors, Mark A. Hall or Douglas W. Chinn.

Acklam, Inc. continuously reviews, improves and refines our processes to best suit a given task by considering and implementing only value added procedures. Our combined experience and business acumen demonstrates our understanding of what our customers want, need and value, this also supports our flexibility to adapt and overcome changes in customer needs and directives.

PROJECT DELIVERABLES FOR LAND SURVEYING SERVICES.

- Two (2) copies of the Existing Conditions Plan in Adobe™ PDF format.
- CAD file of survey points with all elements of the boundary and topographic survey.
- ASCII points list including point number, x, y, and z values, point descriptor and attributes.
- A copy of the Acklam point descriptor list (if used).
- Copies of all utility maps obtained by Acklam's Utility Locate subcontractor.
- Copies of all research information obtained during the course of the project.

ADDITIONAL SERVICES

In addition to the services outlined above, Acklam will provide additional services as requested by the City of Fort Lupton based upon the attached rate schedule (**Appendix A**). If requested, a scope of work and estimated fee

will be provided in writing prior to Acklam proceeding with any additional services. These additional services include but are not limited to the following:

i) Participation in project meetings.

ii) Work to replace missing PLSS Corners per state statutes.

iii) PLSS Corner record point record preparation is not included and will be considered extra work billed at the agreed rates.

iv) Title/Deed Research or procuring title research services.

v) Surveying to confirm and determine the extent of and to assist the City of Fort Lupton in resolution of any boundary conflict or discrepancy found during the survey.

vi) Obtaining affidavits from subject tract owners, adjoining owners, or past owners for information critical to determining the boundary location.

vii) Surveying to support engineering design beyond the tasks outlined herein.

viii) Replacement of existing monumentation which is disturbed during construction or the duration of the project.

ix) GIS/Data Management services.

ESTIMATED FEE

Acklam, Inc. (Acklam) will provide the surveying services outlined herein for the estimated fee:

If Acklam is given notice-to-proceed for all 5 project areas at one time so all work can be completed concurrently

- Professional Land Surveying Services ..... **TOTAL: $30,250.00**

If Acklam is given notice-to-proceed on the project areas individually, the following are the estimated fee:

1) Fulton Ave – from Dexter St. north to 2nd St. $6,565.00
2) 2nd St. – from Grand Ave. east to McKinley Ave. ... $6,565.00
3) 3rd St. – from Grand Ave. east to McKinley Ave. ... $6,565.00
4) 6th St. – from Fulton Ave. east to McKinley Ave. ... $5,350.00
5) Hoover Ave. – from 6th St north to the end of the Cul-de-Sac just north of 11th St. ... $ 9,200.00

TOTAL: $34,245.00

APPENDIX A - FEE SCHEDULE:

EFFECTIVE DATE: January 1, 2016

SERVICE (CODE)	RATE (per Hour)
Travel (TV) (Includes meetings and preparation)	$70.00
Draftsman (DM) Drafting, research, calculations	$80.00
1 Man Crew (SV1) (Includes all survey equipment and vehicle use while in the field)	$120.00
2 Person Crew (SV2) *1 Person Crew* *Instrument Person* (Includes all survey equipment and vehicle use while in the field)	$152.00 *$120.00* *$32.00*
3 Person Crew (SV3) *1 Person Crew* *Instrument Person* *Rodman* (Includes all survey equipment and vehicle use while in the field)	$174.00 *$120.00* *$32.00* *$22.00*
Survey Coordinator (CRD) Crew Supervision, scheduling and QA/QC	$115.00
Licensed Professional (LS) Professional review, consulting	$145.00
Project Manager (PM) Project Management, Project communication	$125.00
GIS Analyst	$70.00
Administration (AD) Labor, clerical, support	$50.00
Materials;	

Markers per location	$2.00 Ea.
T-posts	$10.00 Ea.
Surveyor caps; large	$10.00 Ea.
Surveyor caps; small	$4.00 Ea.
No. 4, 5 & 6 Rebar	$5.00 Ea.
Other materials	Cost + 10%

ATV/UTV/Snowmobile $80 per day

Reimbursables;

Subcontractor Cost + 10%

Taxes:

Work done in Texas will include sales tax on each invoice.

Per Diem:

Per Diem rates will be based on current rate as established by the U.S. General Services Administration for the area work is being performed.

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and Acklam, Inc. Land Surveying and Mapping (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto agree in consideration of the covenants, payments and agreements set forth herein as follows:

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in and for a permanent part of the completed work. Contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the bid proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, construct and complete all things mentioned to be done by the Contractor and all work included in the scope of work and bid specifications set forth and incorporated herein as **Exhibit A**.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in the Contractor's Bid proposal set forth as **Exhibit B**. In the event of any conflict between any of these documents, the Exhibit Proposals shall control.

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement and to complete all work by no later than _____, 2016.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of $_____, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion, including completion by the Contractor of any punch-list items as determined by the City and execution of any releases by Contractor deemed necessary by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Contractor in writing, that lawful appropriations to cover the costs of this additional work has been made.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

8. **SEVERABILITY.** In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.

9. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

EXECUTED THIS 13 DAY OF June, 2016.

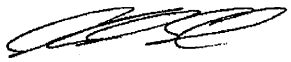
CITY OF FORT LUPTON, COLORADO

_____

BY: _____

TITLE: _____

CONTRACTOR:



_____

BY: Curt Acklam

TITLE: President

ATTACHMENT 'A'
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF FORT LUPTON, COLORADO
CAPITAL IMPROVEMENT PROGRAM

2016 Paving Projects

1. Topographic Surveys

   a. Establish base line (with references) along existing roadway. Survey control shall be established on the State Plane Coordinate System.

   b. Locate all structures, streets, driveways, storm drains, trees larger than 6 inches in diameter, and other features within 15 feet of ROW, including intersecting streets for the lengths designated for inclusion in the project, plus additional structures on parcels from which acquisition will be made.

   c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).

   d. Set temporary bench marks at approximately 500 foot intervals.

   e. All surveys shall be performed to a minimum of third order accuracy.

2. Right-of-Way Surveys

   a. CITY will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.

   b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.

   c. Reference existing monuments for replacement after construction.

   d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points.

3. Utility Surveys and Coordination

   a. Request location and size of existing overhead and underground utilities from the utility companies.

   b. Field locate known, marked and/or observable utilities within the project area.

c. Using utility field survey data, show existing utilities on plans.

Project Deliverables

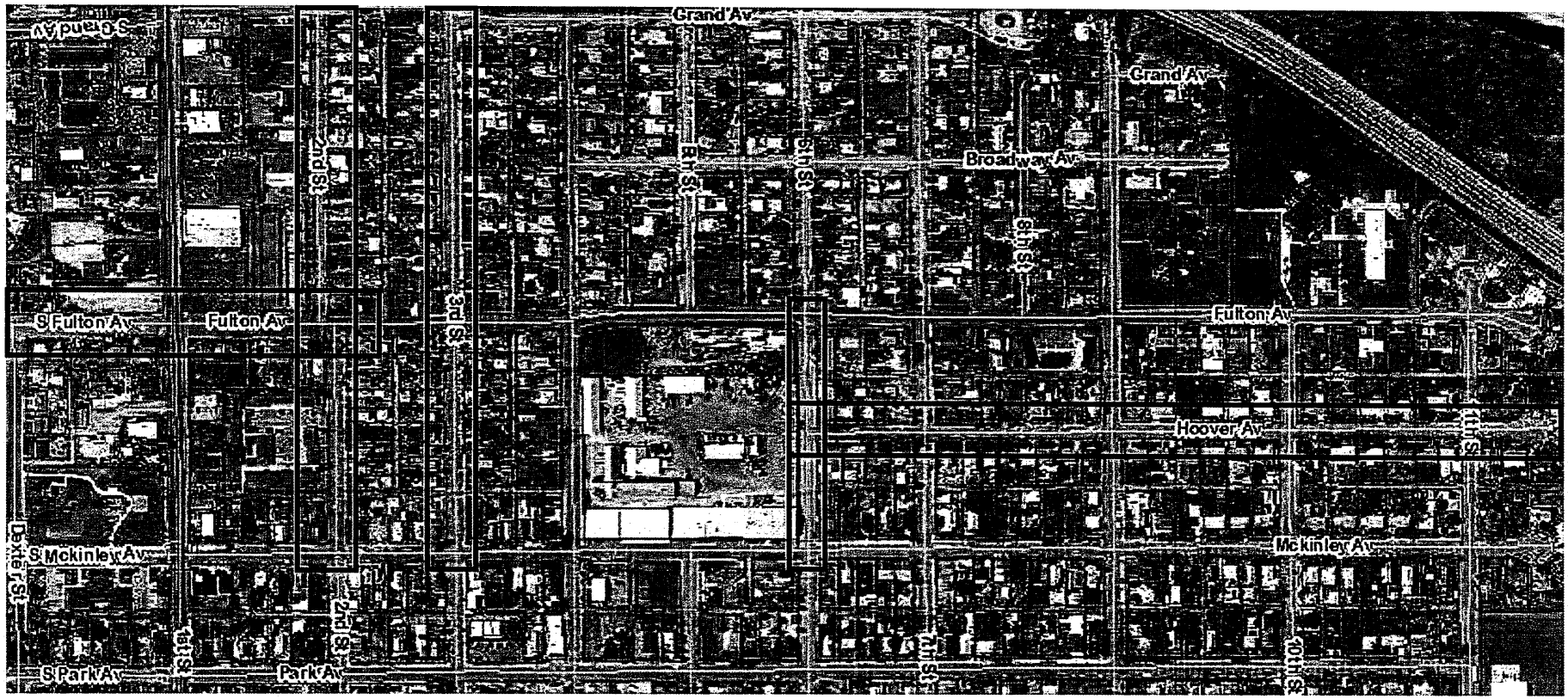
a. One copy of the Existing Conditions Plan and pdf file of the drawing.

b. Electronic files: AutoCad files.

AREAS FOR SURVEY

Fulton Ave – From Dexter St north to 2nd St
2nd St-From Grand Ave east to McKinley Ave
3rd St – From Grand Ave, east to McKinley Ave
6th St – From Fulton Ave, east to McKinley Ave
Hoover Ave – From 6th St north to where the end of the cul-de-sac

Need ROW verified / staked
Topo / curb lines / drainage structures /
Existing Utilities / water valves /
Manholes (no inverts)



CITY OF FORT LUPTON
CITY COUNCIL

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

AM 2016-091

APPROVAL TO AUTHORIZE THE SIGNATURE OF THE RENEWAL OF THE BLACKBOARD CONNECT WEB BASED MESSAGING SYSTEM NOT TO EXCEED $5000.00

I. **Agenda Date:** Council Meeting – June 20, 2016

II. **Attachments:** a. Blackboard Connect Contract

III. **Summary Statement:**

Authorize the contract for the renewal of services of Blackboard Connect. This messaging service will enables the city to better inform its residents about upcoming events and emergencies. The cost to purchase renewal and support will not exceed $5000.00

IV. **Submitted by:** _____
Police Chief

V. **Finance Reviewed** Leeni Perino
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 is a notification system already in use in Fort Lupton. This system enables the city staff and council to interact with the citizenry in a more effective and efficient manner. Examples of uses by different city departments include emergency notifications by the police department, upcoming event notifications by the parks department, road closures and impending road repair/construction notifications by the public works department, hiring notifications by the human resources department, information about code and animal issues by code enforcement, and notification of important issues by the city council. There are other uses by city staff as well.

This system utilizes all forms of mass media so the information impact on the citizens would be profound and immediate. It also allows citizens to opt in or out for the electronic means by which they want to be contacted and by which departments.

X. Legal/Political Considerations:

This program should enhance the transparency of the city government and may improve the participation of the citizens of Fort Lupton in city events and governance.

XI. Alternatives/Options:

1. *Authorize mayor to sign the Blackboard Connect contract and continue with this project.*
2. *Direct the mayor not to sign.*

XII. Financial Considerations:

There is $5,000 budgeted in the general fund for the Blackboard Connect Renewal.

XIII. Staff Recommendation:

Staff believes that this program assists in providing information to our citizenry in a timely, effective, and efficient manner. Staff recommends the continued use of the Blackboard Connect software.

T: 202.463.4860
F: 202.463.4863

1111 19th Street NW
Washington DC 20036 USA
Blackboard.com

Blackboard

February 25, 2016

Kenneth Poncelow
City of Fort Lupton
130 S. McKinley Avenue
Fort Lupton, Colorado 80621
kponcelow@fortlupton.org
RE: BLACKBOARD QUOTE# 10-221697_CPIIforHC (2/24/2016)
GSA Contract Number GS-35F-0554M

Company Information

Blackboard, Inc.
1111 19th Street NW
9th Floor
Washington DC 20036

DUNS Number: 01-613-1430
Tax ID Number: 52-2081178
CAGE Number: 1QLN4
GSA Contract Number: GS-35F-0554M

PLEASE FAX ALL ORDERS TO 818-450-0425
Prices Valid until June 27, 2016

If you have any questions concerning this proposal, please contact Matthew Timberlake at 615-761-7620.
Please direct all contracting related questions to Hannah Cummings at 202-303-9185.

To Whom It May Concern:

Service Summary: The Blackboard Connect for Government service allows government leaders to provide notices, direction, and reassurance to reach thousands of constituents in minutes without having to invest in or maintain hardware, software, or additional phone lines. Now, you can reach your entire community—quickly and reliably—with voice, text, and email messages.

Services include:

- An integrated communications suite, including Priority Communication, Community Outreach and Interactive Survey
- Voice and text/SMS delivery to multiple communication devices
- Geo-Calling feature lets you target recipients using a map
- 24/7/365 proactive Client Care support
- Unlimited use for a fixed, annual fee
- Initial set-up, training and refresher training sessions included
- Delivery to up to three phones, two email addresses and one SMS phone per contact
- Superior call routing, throttling, and load balancing expertise
- Fully hosted and managed Software as a Service (SaaS) --- no maintenance required
- Message delivery tracking with comprehensive reporting

Please take special note of Blackboard's GSA Contract Number on page one. **The PO submitted by your organization should reference this number.** If the PO does not reference Blackboard's GSA Contract Number this will delay issuance of your invoice and a new PO will need to be submitted to Blackboard.

If you have any questions or require additional information, please feel free to contact me at 202-303-9190. We look forward to meeting your online teaching and learning needs!

Warmest Regards,

Tess Frazier
Vice President - Contracts
Blackboard Inc.

Quote Summary

All products and services quoted are available through Blackboard's GSA Schedule GS-35F-0554M and pursuant to the Terms of Conditions thereof.

Renewal Term: June 27, 2016 – June 26, 2017

SIN #	Product Code	Product Name	Renewal Term	GSA Price	Discount	Net Price
132-32	BC-STND/BC-STND-GOV	Blackboard Connect for Government Service up to 2,200 recipients	06/27/2016 – 06/26/2017	$1.91 per recipient	--	$4,202.00
132-32	BC-CARE/BC-CARE-GOV	Blackboard Connect Support	06/27/2016 – 06/26/2017	$957.13	($159.13)	$798.00
					TOTAL	$5,000.00

Please state in the task order/purchase order the following:

- The product description, list prices, reductions, and extended prices
- The term "open market item(s)" next to any above indicated items.
- Reference Blackboard GSA Schedule# **GS-35F-0554M**
- Reference and attach this quote.

**Note: If you do not remit a PO for payment, this quote will need to be signed by both Parties.

Quote Details

Notes:

1. Net pricing for Blackboard Connect for Government Services and Support applies only for the term specified.
2. Blackboard Connect for Government Services and Support are billed annually in advance.
3. This contractor and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Customer: City of Fort Lupton	Blackboard ("Blackboard")
Signature	Signature TESS FRAZIER
Name (printed)	Name (printed) VICE PRESIDENT
Title (printed)	Title (printed)
Date	Date

CITY OF FORT LUPTON
CITY COUNCIL

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

AM 2016-092
Adopt the Proposed Ordinances Requesting the Citizens to Eliminate the Limitations on the Number of Terms of Office for Mayor and Councilmember

I. **Agenda Date:** Council Meeting – June 20, 2016

II. **Attachments:**
a. Proposed Ordinance Eliminating the Limitations of Terms of Office for Mayor
b. Proposed Ordinance Eliminating the Limitations of Terms of Office for Councilmember

III. **Summary Statement:**

At their June 8, 2016, Town Hall meeting the Mayor and Councilmembers discussed the possibility of presenting the citizens with a ballot question eliminating the limitations of Terms of Office for the Mayor and a separate ballot question for eliminating the limitations of Terms of Office for Councilmember.

Colorado Constitution Article XVIII, Section 11 states that no elected member (of City councils among other local elected officials) shall serve more than two consecutive terms in office. Terms are considered consecutive unless they are more than four years apart. It further provides that voters may lengthen, shorten or eliminate the limitations on these terms of office.

IV. **Submitted by:** _____
City Clerk

V. **Finance Reviewed** _____
Finance Director

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

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

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

IX. Detail of Issue/Request:

Colorado constitution Article XVIII, Section 11 states that no elected member (of City councils among other local elected officials) shall serve more than two consecutive terms in office. Terms are considered consecutive unless they are more than four years apart. It further provides that voters may lengthen, shorten or eliminate the limitations on these terms of office.

X. Legal/Political Considerations:

The State Constitution allows this option to be proposed to local voters.

XI. Alternatives/Options:

Leave the terms per Colorado State Statute.
Present the Ballot Question to the Citizens at a future date.

XII. Financial Considerations:

In the 2016 Budget, $8,500 was allocated in General Fund for Elections.

XIII. Staff Recommendation:

Staff seeks direction from Council.

ORDINANCE 2016-xxx
INTRODUCED BY: xxxx

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, SUBMITTING TO THE REGISTERED ELECTORS VOTING IN THE COORDINATED ELECTION, TO BE HELD NOVEMBER 1, 2016, A BALLOT QUESTION CONCERNING ELIMINATING THE LIMITATIONS ON THE TERMS OF OFFICE OF THE MAYOR.

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

Section 1. The Constitution of Colorado Article XVIII, Section 11 (1). Elected government officials – limitation on terms. No nonjudicial elected official of any city shall serve more than two consecutive terms in office, except that with respect to terms of office which are two years or shorter in duration, no such elected official shall serve more than three consecutive terms in office.

Section 2. The Constitution of Colorado Article XVIII, Section 11 (2). Elected government officials – limitation on terms. The voters of any such political subdivision may lengthen, shorten or eliminate the limitations on terms of office imposed by this Section 11.

Section 3. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the City and the officers thereof, directed toward the election in the objects and proposed herein stated is hereby ratified, approved and confirmed.

Section 4. The following Ballot Issue shall be submitted to the qualified electors of the City voting at the Coordinated Election to be held on November 1, 2016:

"Ballot Title

Shall The City Of Fort Lupton Eliminate The Limitations On The Terms Of Office Of The Mayor, In Office And Future Councilmembers, Imposed By Article XVIII, Section 11 Of The Colorado Constitution?

_____ YES _____ NO"

Section 5. Upon approval of the above Ballot Issue by the majority of the registered electors voting thereon, the Council shall enact an implementing ordinance consistent with all of the terms and conditions contained in the above Ballot Issue.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 20th DAY OF JUNE, 2016.

CITY OF FORT LUPTON

_____

Tommy Holton, Mayor

ATTEST:

_____

Nanette S. Fornof, City Clerk

APPROVED AS TO FORM:

_____

Andy Ausmus, City Attorney

ORDINANCE 2016-xxx
INTRODUCED BY: xxxx

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, SUBMITTING TO THE REGISTERED ELECTORS VOTING IN THE COORDINATED ELECTION, TO BE HELD NOVEMBER 1, 2016, A BALLOT QUESTION CONCERNING ELIMINATING THE LIMITATIONS ON THE TERMS OF OFFICE OF THE COUNCILMEMBER.

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

Section 1. The Constitution of Colorado Article XVIII, Section 11 (1). Elected government officials – limitation on terms. No nonjudicial elected official of any city shall serve more than two consecutive terms in office, except that with respect to terms of office which are two years or shorter in duration, no such elected official shall serve more than three consecutive terms in office.

Section 2. The Constitution of Colorado Article XVIII, Section 11 (2). Elected government officials – limitation on terms. The voters of any such political subdivision may lengthen, shorten or eliminate the limitations on terms of office imposed by this Section 11.

Section 3. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the City and the officers thereof, directed toward the election in the objects and proposed herein stated is hereby ratified, approved and confirmed.

Section 4. The following Ballot Issue shall be submitted to the qualified electors of the City voting at the Coordinated Election to be held on November 1, 2016:

"Ballot Title

Shall The City Of Fort Lupton Eliminate The Limitations On The Terms Of Office Of The Councilmember, In Office And Future Councilmembers, Imposed By Article XVIII, Section 11 Of The Colorado Constitution?

_____ YES _____ NO"

Section 5. Upon approval of the above Ballot Issue by the majority of the registered electors voting thereon, the Council shall enact an implementing ordinance consistent with all of the terms and conditions contained in the above Ballot Issue.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 20th DAY OF JUNE, 2016.

CITY OF FORT LUPTON

_____

Tommy Holton, Mayor

ATTEST:

_____

Nanette S. Fornof, City Clerk

APPROVED AS TO FORM:

_____

Andy Ausmus, City Attorney

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

Mayor/Council

130 S. McKinley Avenue
Fort Lupton, CO 80621
www.fortlupton.org

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Upcoming Events

July 4, 2016	City Offices Closed in Observation of 4th of July
July 13, 2016	Town Hall Meeting – City Hall, 130 S McKinley Avenue- 6:30-7:30 P.M.
July 27, 2016	Town Hall Meeting – City Hall, 130 S McKinley Avenue- 6:30-7:30 P.M.