

City of Fort Lupton
City Council Agenda
Regular Meeting
7:00 p.m.
130 South McKinley Avenue
July 18, 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

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. 06202016, City Council Meeting Minutes

Documents:

[06202016, City Council Meeting Minutes.pdf](#)

b. AM 2016-093, Approve The IGA With Weld County And Designate Nanette Fornof, City Clerk As The Election Official For The November 8, 2016, Election

Documents:

[AM 2016-093, Approve IGA With WC - November Election.pdf](#)

c. AM 2016-101, Approval Of The Long-Term Road Maintenance And Improvements Agreement With Asphalt Specialties Company

Documents:

[AM 2016-101, Asphalt Specialties Co Agreement.pdf](#)

Action Memorandum

a. AM 2016-094, Accepting City Of Fort Lupton's Audit Report Of Financial Statement For The Year Ending December 31, 2015

Documents:

[AM 2016-094, Accepting The 2015 Audit Report Of Financial Statements.pdf](#)

b. AM 2016-095, Award Contract For WCR 16 Reconstruction Project

Documents:

[AM 2016-095, Award Contract For WCR 16 Reconstruction.pdf](#)

c. AM 2016-096, Award Contract For Wastewater Treatment Plant Study To SEH, Inc For An Amount Not To Exceed \$142,545

Documents:

[AM 2016-096, Wastewater Treatment Plant Study To SEH, Inc - 142,545.Pdf](#)

d. AM 2016-097, Award Contract To Faris Machinery Company For A Sewer Vac Truck For An Amount Not To Exceed \$376,025

Documents:

[AM 2016-097, Faris Machinery Company - 376,025.Pdf](#)

e. AM 2016-098, Ratifying The Mayor's Signature For A Trail Easement Agreement On The Inouye Property

Documents:

[AM 2016-098, Approval Of Trail Easement Agreement - Inouye Property.pdf](#)

f. AM 2016-099, Approval To Award The Houseal Lavigne Associates, LLC Contract For The 2016 Comprehensive Plan For An Amount Not To Exceed \$200,000

Documents:

[AM 2016-099, Approval To Award Houseal Lavigne Associates - 200,000.Pdf](#)

- g. **AM 2016-100, Approve A Resolution For Kerr-McGee Oil & Gas Onshore LP's Permits**

Documents:

[AM 2016-100, Kerr McGee Permits.pdf](#)

Staff Reports

Mayor/Council Reports

Future City Events

- a. **07182016, Upcoming Events**

Documents:

[07182016 Upcoming Events.pdf](#)

Adjourn

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 20, 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 20, 2016. Mayor Tommy Holton 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 Tommy Holton, 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, and Finance Director Leann Perino.

PERSON TO ADDRESS COUNCIL

No one signed up to speak to Council.

APPROVAL OF AGENDA

AM 2016-088, Accepting City of Fort Lupton's Audit Report of Financial Statements for the Year Ending December 31, 2015, was removed from the agenda.

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

REVIEW OF JUNE 20, 2016 PAYABLES

Council reviewed the June 20, 2016 payables. There were no questions or comments.

CONSENT AGENDA

It was moved by Zoe Stieber and seconded by David Crespin to approve the Consent Agenda as presented with the following items: 06062016, City Council Meeting Minutes, Authorize the Mayor's Signature on a Purchase and Sale Agreement, Right-of-Way Agreement, Assignment of Water Storage Rights in Lupton Lakes, and Warranty Deed with Denver Water (AM 2016-087), and Approve Resolution 2016R026, 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 (AM 2016-089).

Motion carried unanimously by a voice vote.

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ACTION AGENDA

AM 2016-090, Award Survey Contract for 2016 Street Improvements Projects to Acklam, Inc. for an Amount not to Exceed \$30,250

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, staff 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.

Staff indicated surveying proposals were requested from Acklam, Inc. to provide survey data collection to support proposed paving project design and Right-of-Way 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 and will be allocated from the Engineering Budget. 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.

It was moved by Bob McWilliams and seconded by Zoe Stieber to awarding the Survey Contract to Acklam, Inc. for an Amount not to Exceed \$30,250, allocated from the Sales Tax Street Fund for the 2016 Street Improvements Project. Motion carried unanimously by a roll call vote.

AM 2016-091, Blackboard Connect Renewal

Staff is requesting Council approve the Blackboard Connect contract. The proposal is for a messaging service which will enable the City to better inform its residents about upcoming events and emergencies. The renewal cost is \$5,000. Staff will be working on implementing a program to attain additional recipients.

It was moved by Chris Ceretto and Chris Cross, to approve the Blackboard Connect renewal contract for an amount not to exceed \$5,000. Motion carried unanimously by a roll call vote.

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

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

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FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 20, 2016**

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.

It was moved by Chris Ceretto and seconded by David Crespino adopting Ordinance 2016-1001, an ordinance submitting to the registered electors at the November 8, 2016, General Election the consideration of eliminating the limitations on the term of office of Mayor. Motion carried with Councilmembers Shannon Rhoda and Zoe Stieber voting “nay” to the motion.

It was moved by Chris Ceretto and seconded by Bob McWilliams adopting Ordinance 2016-1002, an ordinance submitting to the registered electors at the November 8, 2016 General Election the consideration of eliminating the limitations on the term of office of Councilmember. Motion carried with Councilmembers Shannon Rhoda and Zoe Stieber voting “nay” to the motion.

STAFF REPORTS

Claud Hanes City Administrator stated the City received the resignation of Librarian Janice Fisher Giles; her last day is July 15, 2016. Staff will begin the hiring process.

Finance Director Leann Perino stated the City had seven vehicles and/or pieces of equipment in the Roller Auction. The auction was held on June 16, 2017 and the items were sold for a total of \$16,148.

MAYOR/COUNCIL REPORTS

No reports given.

FUTURE CITY 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.

ADJOURNMENT

It was moved by Zoe Stieber and seconded by Chris Cross to adjourn the June 20, 2016, at 7:11 p.m.

Motion carried on voice vote.

Respectfully submitted,

Nanette S. Fornof, City Clerk

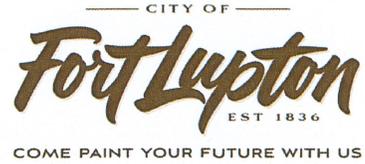
**RECORD OF PROCEEDINGS
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Approved by City Council

Tommy Holton, Mayor

DRAFT

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Tommy Holton, Mayor

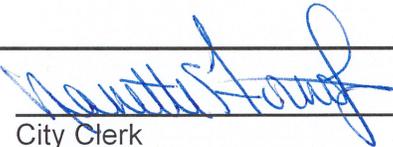
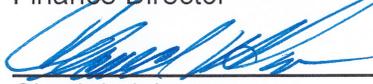
David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-093

APPROVE THE INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY CONCERNING THE NOVEMBER 8, 2016 COORDINATED ELECTION AND TO DESIGNATE NANETTE FORNOF, CITY CLERK, THE ELECTION OFFICER FOR THE CITY OF FORT LUPTON

- I. **Agenda Date:** Council Meeting – July 18, 2016
- II. **Attachments:**
 - a. Intergovernmental Agreement for Conduct of Coordinated Elections
 - b. Calendar of pertinent dates for the coordinated election
- III. **Summary Statement:**

Colorado Revised Statutes (Section 1-7-116) indicates if there are overlapping political subdivisions holding an election, a coordinated election is required. This year City Council will be presenting two ballot questions to the voters of Fort Lupton. Since the County Clerk is the coordinated election official primarily responsible for conducting the election on behalf of the participating subdivision. Notification must be provided to the County Clerk of the City's intent to participate in a coordinated election and enter into an intergovernmental agreement between the county and the city.

- 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:

The County Clerk is the “coordinated election official” and is primarily responsible for conducting the election on behalf of the participating political subdivisions. The 1993 Act provided that coordinated elections will be held pursuant to the “Uniform Election Code” and that there shall be an intergovernmental agreement (IGA) between the county and the participating political subdivisions. It is necessary that the Weld County Clerk be notified of the City’s intent to participate in the coordinated election a minimum of 100 days before the election per CRS 1-7-116(5) and 1-1-106(5) and that there shall be an intergovernmental agreement between the county and the participating political subdivisions.

X. Legal/Political Considerations:

CRS Section 1-7-116 states that coordinated elections are required for all overlapping political subdivisions that have conducted elections on the same date in November.

XI. Alternatives/Options:

This measure is necessary to ensure that the municipal ballot question may be placed before the voter.

XII. Financial Considerations:

On Page 2, Section 3 (g) of the IGA, states that the Jurisdiction must pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction’s election as of the final date of registration prior to the November 8, 2016 election, with a \$200 minimum regardless of whether the election is actually held. A review of the voter registration list indicated there are 3800+/- registered electors residing in the City of Fort Lupton resulting in an estimated cost of \$4,750.

This is a 2016 budgeted expenditure.

XIII. Staff Recommendation:

Approval of the Intergovernmental Agreement between the City of Fort Lupton and Weld County for the conduct of the November 8, 2016, Coordinated Election.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

City of Fort Lupton, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 8, 2016, General Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 8, 2016; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the "Coordinated Election Official," pursuant to § 1-7-116(1), C.R.S., and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at §§ 1-1-111(3), 1-7-116, 22-30-104(2), 22-31-103, and 29-1-203, et seq., C.R.S.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 8, 2016, General Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of §§ 31-11-101 through 31-11-118 and 22-30-104(4), C.R.S.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and §§ 1-4-501, 22-31-103, and 22-31-107, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to § 1-4-805, C.R.S.
 - c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to § 1-5-203(3)(a), C.R.S.

- d. Accept written comments for and against ballot issues pursuant to §§ 1-7-901 and Article 10, Section 20(3)(b)(v), C.R.S. Comments to be accepted must be filed by the end of the business day on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to § 1-7-903(3), C.R.S. The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 42 days prior to the election pursuant to § 1-7-904, C.R.S. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Section 20, Article 10(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 42 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, and provide a list of valid affidavits received and forward them to the County Clerk pursuant to § 1-4-1102(2), C.R.S.
- g. Pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction's election as of November 8, 2016, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g) (h). The Jurisdiction shall also be responsible for costs of recounts pursuant to §§ 1-10.5-107, 1-10.5-104, or 1-11-215 C.R.S., except for costs collected from an "interested party" pursuant to § 1-10.5-106 which shall be collected by the entity conducting the recount.
- h. Designate an "election official" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail ballot issue notices pursuant to § 1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to § 1-5-208, C.R.S., and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to § 1-5-208(5), C.R.S.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- k. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Conflict of Agreement with Law.

This Agreement shall be interpreted to be consistent with the Code, provisions of Titles 31 and 22 applicable to the conduct of elections, and the Colorado Election Rules contained in 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this Agreement and the Colorado Election Rules, the statutes shall first prevail, then this Agreement and lastly the Colorado Election Rules.

c. Liquidated Damages.

In the event that a Court of competent jurisdiction finds that the election for the Jurisdiction was void or otherwise fatally defective as a result of the sole negligence or failure of the County Clerk to perform in accordance with this Agreement or laws applicable thereto, then the County Clerk shall, as liquidated damage, not as a penalty, refund all payments made, pursuant to Subsection 3(g) of this Agreement and shall, if requested by the Jurisdiction, conduct the next Coordinated Election which may include any election made necessary by a defect in the election conducted pursuant to this Agreement with no fee assessed to the Jurisdiction. This remedy shall be the sole and exclusive remedy for damages available to the Jurisdiction under this Agreement.

d. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

e. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

f. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- g. Notice provided for in this Agreement shall be given by the Jurisdiction to Adam Gonzales of the Weld County Clerk and Recorders Office by phone:

Phone: (970) 400-3178

Additional Contact Information:

Fax: (970) 304-6566

E-mail: agonzales@weldgov.com

Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: _____

Phone: _____

Additional Contact Information:

Fax: _____

E-mail: _____

Address: _____

DATED this _____ day of _____, 2016.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Mike Freeman, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

City of Fort Lupton

APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)

January 2016		
4-January (Monday)	Last day to affiliate with a major or minor party in order to run as a party candidate in the primary (by assembly designation or petition). Last day to register as unaffiliated, in order to be placed in nomination (by petition) as an unaffiliated candidate.	1-4-601(4)(a) 1-4-801(3) 1-4-802(1)(g)(II) 1-4-1304(2)(b)
	Last day to affiliate with the Republican Party or Democratic Party in order to vote in the March 1st Party precinct caucuses. (2 months before the precinct caucuses)	1-3-101(1) 1-1-106(4)
13-January (Wednesday)	General Assembly convenes 2016 regular session.	Art. V, Sec. 7
8-January (Friday)	Last day to submit a petition to qualify as a minor political party. (Must be signed by at least 10,000 registered electors and submitted to the Secretary of State)	1-4-1302(1)
29-January (Friday)	Last day for the Secretary of State to issue a notice of sufficiency/insufficiency of a petition to qualify as a minor political party. (21 days after receipt of the petition).	1-4-1302(4)(b)
February 2016		
	Last day to update your voter registration address to participate in the March 1st party precinct caucuses. (Must be a resident of the precinct for 30 days and registered to vote no later than 29 days before the precinct caucus)	1-3-101(1)
	Last day to change precinct boundaries or create new precincts before the March 1st party precinct caucuses. (No later than 29 days before caucus)	1-5-103(1)
	First day to circulate major/minor party candidate petitions. (First Monday in February)	1-4-801(5) 1-4-802(1)(d)(II)
1-February (Monday)	Last day for state central committees to file or amend party bylaws or rules with the Secretary of State. (No bylaw or rule may be filed or amended after the 1st Monday in February)	1-3-103(9)(a)
2-February (Tuesday)	Last day for county clerks to furnish the Republican and Democratic Parties with a list of registered electors in the county who are affiliated with the Party. (No later than 28 days before the March 1st party precinct caucuses)	1-3-101(3)(a)
18-February (Thursday)	Last day to post signs for the March 1st party precinct caucuses. (No later than 12 days before the precinct caucuses)	1-4-602(4)
March 2016		
1-March (Tuesday)	Republican Party and Democratic Party Precinct Caucus Day (In each even-numbered year, political parties hold their precinct caucus on the 1st Tuesday in March)	1-3-102(1)(a)(I)
18-March (Friday)	Last day for the Secretary of State to prepare an election notice to be used in conjunction with a federal write- in absentee ballot. (At least 100 days before a regularly scheduled election)	1-8-3-116 1-1-106(5)
26-March (Saturday)	Last day to hold Republican Party and Democratic Party county assemblies. (No later than 25 days after precinct caucuses) County candidates' designations and acceptances must be filed no later than 4 days after the adjournment of the county assembly. If faxed, the original must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-602(1)(a)(I) 1-4-601(3)(a) 1-4-604(3)
30-March (Wednesday)	Last day for the county clerk to submit a watcher accommodation plan to the Secretary of State. (No later than 90 days before an election)	Rule 8.7
30-March (Wednesday)	Last day for county clerk to designate drop-off locations and Voter Service and Polling Centers for the June 28th Primary Election. Before designation, clerks must also complete an accessibility survey for all locations. (No later than 90 days before the Primary Election)	Rule 7.10
	Last day for county clerk to submit a mail ballot plan to the Secretary of State for the June 28th Primary Election. (No later than 90 days before the Primary Election)	1-7-5-105(1) Rule 7.1.1
April 2016		
4-April (Monday)	Last day to file major/minor party candidate petitions. (No later than 85th day before the Primary Election)	1-4-801(5) 1-4-802(1)(f)(II)
8-April (Friday)	Last day to submit draft ballot issues to the Title Board, if the issue is to appear on the 2016 General Election ballot. (No later than 3 p.m., 12 days before the last Title Board Hearing held on April 20th)	1-40-106(1)
16-April (Saturday)	Last day to hold major/minor party assemblies. (No later than 73 days before the Primary Election)	1-4-601(1) 1-4-1304(1)(b)(I)
*	For major parties, designation and acceptance forms must be filed no later than 4 days after adjournment of the party assembly. If faxed, the originals must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-601(3)(a) 1-4-604(6)(a)
*	For minor parties, designation forms must be filed no later than 4 days after the assembly. Acceptance forms must be postmarked or received by the DEO no later than 4 business days after the filing of the certificate of designation. If faxed, the originals must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-1304(3), (4)
*	Objections to nominations, designations, or petitions must be filed with the district court within 5 days after the election official's sufficiency statement was issued or after the certificate of designation was filed with the designated election official.	1-4-909(1)
20-April (Wednesday)	Last day to hold a Title Board hearing for ballot issues that will appear on the 2016 General Election ballot. (3rd Wednesday in April)	1-40-106(1)

22-April (Friday)	Last day a write-in candidate may file an Affidavit of Intent for the Primary Election. (By the close of business on the 67th day before the Primary Election)	1-4-1102(1)
26-April (Tuesday)	Last day for the county chairperson to certify names and addresses of recommended election judges to the county clerk. (Last Tuesday of April)	1-6-103(1)(a)
	Last day an unaffiliated voter may give notice in writing to the county clerk that he or she wishes to serve as an election judge. (Last Tuesday of April)	1-6-103.7
*	Designated election official must confirm appointments by mailing a certification of appointment and acceptance form to election judges. Each person appointed as an election judge must file an acceptance form with the designated election official within 7 days after the certification and acceptance form are mailed.	1-6-104(1) 1-6-106(1) 1-6-106(3)
29-April (Friday)	Last day for designated election officials to submit security and contingency plans to the Secretary of State. (No later than 60 days before the first election in which the procedures will be used. Secretary of State will notify DEO of approval/disapproval of plan no later than 15 days after receiving the submission).	1-5-616(5)(b) Rule 20.1
	Last day for the Secretary of State to deliver the Primary Election ballot order and content to county clerks. (No later than 60 days before the Primary Election)	1-5-203(1)(a)
	The designated election official may cancel the Primary Election if there are no contested races by the close of business on the 60th day before the Primary Election.	1-4-104.5(1)
	Last day for the county clerk to send correspondence to each UOCAVA elector whose record is marked "Inactive." This correspondence must include information regarding the upcoming election. (No later than 60 days before the Primary Election).	Rule 16.1.6
	Last day for counties to begin video surveillance recordings of areas specified in Rule 20.7.3. (Beginning at least 60 days before the election and continuing through at least 30 days after the election).	Rule 20.7.2
May 2016		
9-May (Monday)	First day for judicial candidates to file a declaration of intent to run for another term. (Not more than 6 months, but not less than 3 months before the General Election)	Art. VI, Sec. 25 1-1-106(4)
14-May (Saturday)	First day for the county clerk to mail a notice by forwardable mail to each unaffiliated active registered eligible elector. The notice must inform the elector that he or she must affiliate with a political party in order to vote in the Primary Election. (Between 45 and 30 days before the Primary Election)	1-7.5-107(2.3)
	Deadline for county clerk to transmit a primary election ballot to military and overseas voters. (No later than 45 days before the Primary Election)	1-8.3-110
	The county clerk must report to the Secretary of State the number of ballots transmitted to military and overseas electors by the 45-day deadline. (No later than 45 days before the election)	Rule 16.1.7
	First day that a county clerk or designated election official may hold election judge training for the Primary Election. (Not more than 45 days before the Primary Election)	1-6-101(5)
19-May (Thursday)	First day an unaffiliated candidate may circulate or obtain signatures on a petition for nomination for the General Election. (An unaffiliated candidate may not circulate a petition or gather signatures earlier than 173 days before the General Election)	1-4-802(1)(d)(I)
24-May (Tuesday)	Last day for the county clerk to provide a list of election judges, including political party affiliations and assignments, if known, to each appointing party. (No later than 35 days before an election)	Rule 6.1.4
27-May (Friday)	Ballots for Primary Election must be printed and in possession of the county clerk. (No later than 32 days before the Primary Election)	1-5-402(1)
31-May (Tuesday)	Last day for voters who are affiliated with a political party to change or withdraw their affiliation if they wish to vote in a different party's primary election. (Up to and including the 29th day before the Primary Election) Note: In order to participate in the primary election, unaffiliated voters may affiliate at any time before and through the day of the primary election.	1-2-219(1) 1-2-202.5(7)(c)(II)
	Last day for the county clerk to mail a notice by forwardable mail to each unaffiliated active registered eligible elector stating that he or she must affiliate with a political party in order to vote in the Primary Election. (Not less than 30 days, nor more than 45 days before the Primary Election)	1-7.5-107(2.3) 1-1-106(5)
June 2016		
6-June (Monday)	First day that mail ballots may be mailed to voters, except for UOCAVA voters. (Not sooner than 22 days before the Primary Election)	1-7.5-107(3)(a)(I) Rule 7.2.3
	Last day to submit an application to register to vote through a voter registration drive for the primary election. (No later than 22 days before the election)	1-2-201(3)(b)(I)
7-June (Tuesday)	Last day for counties to submit zero result files (data entry counties) or a document listing all ballot content (manual entry counties) to the Secretary of State for Election Night Reporting. (No later than 21 days before the election)	Rule 11.10.2
8-June (Wednesday)	Last day to post polling place signs for the Primary Election. (At least 20 days before the election)	1-5-106(1)
	Last day for the county clerk to publish notice that the Primary Election will be conducted by mail ballot. (No later than 20 days before the Primary Election)	1-5-205(1)(a)-(c) 1-7.5-107(2.5)(a)

10-June (Friday)	Last day for the county clerk to conduct the public Logic and Accuracy Test. (No later than the 18th day before election day)	Rule 11.3.2(a)
	Last day to send out initial mail ballots for the Primary Election. (No later than 18 days before the Primary Election)	1-7.5-107(3)(a)(I) Rule 7.2.4
13-June (Monday)	Last day for major political parties to appoint members to the county canvass board for the Primary Election. (At least 15 days before the Primary Election)	1-10-101(1)(a)
	First day to begin counting mail ballots received for the Primary Election. No results may be disclosed until after 7:00 p.m. on election day. (15 days before the election)	1-7.5-107.5
14-June (Tuesday)	Last day for a data entry county to upload the LAT results file to ENR. (No later than 14 days before an election)	Rule 11.10.3
17-June (Friday)	Deadline for county clerk to post a copy of the published notice of Primary Election in a conspicuous place in the offices of the designated election official or the county clerk. (At least 10 days before the election and until 2 days after the election)	1-5-205(1.3) 1-1-106(5)
	Last day for the county clerk to file the voting system inventory with the Secretary of State. (No later than 10 days before the election)	Rule 11.2.3 1-1-106(4)
	Last day for an individual to submit a voter registration application and still receive a ballot in the mail. (Through the 8th day before an election)	1-2-201(3)(b)(III)
	If the county clerk receives a voter registration application within the 8 days before the election, the clerk must process the application and inform the applicant that he or she will not receive a mail ballot. To receive a ballot, the applicant must visit a Voter Service and Polling Center.	1-2-201(4) 1-2-217.7(3.5) 1-2-508(3)
20-June (Monday)		
20-June to 28-June	The minimum number of required voter service and polling centers must be open for the Primary Election. (Beginning at least 8 days before and on election day, except Sundays)	1-7.5-107(4.5)(c) Rule 7.9
21-June (Tuesday)	Last day for the county clerk to submit election setup records to the Secretary of State by regular mail. (No later than 5:00 PM on the 7th day before election day)	Rule 11.4
24-June to 28-June	The minimum number of required drop-off locations must be open. (Beginning at least 4 days before and on election day, except Sundays)	1-7.5-107(4.3)(b) Rule 7.5
28-June (Tuesday)	Primary Election (Polls open 7:00 a.m. to 7:00 p.m.)	1-4-101(1) 1-7-101(1) Rule 7.8.1(b)
28-June (Tuesday)	All ballots must be received by the county clerk by 7:00 p.m. Ballots cast by military and overseas voters must be sent no later than 7:00 p.m. MT and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(II) 1-8.3-111 1-8.3-113 Rule 16
	Deadline for the county clerk to send missing signature, signature verification, and missing ID letters. (Within 3 days after receipt of ballot missing ID/confirmation of signature deficiency, but no later than 2 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rules 7.6.1, 7.7.4
30-June (Thursday)	Deadline for the Secretary of State to notify the designated election official which voting devices and which race or races on the ballot will be audited (No later than 48 hours after the close of the polls).	Rule 11.3.3(a)
July 2016		
1-July (Friday)	The Secretary of State must notify county clerks and the minor political party if any minor political party ceases to qualify as such a party. (No later than July 1)	1-4-1305(2)
1-July to 15-July	Date range to send notification of the time and place of party lot drawing. The drawing determines ballot positions of candidates to appear on the 2016 General Election ballot.	1-5-404(2)
	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (No later than the close of business on the 8th day after election day)	1-8.3-111 1-8.3-113 Rule 16.1.6
	Last day for an elector to cure a signature discrepancy or missing signature, or to provide missing ID for mail or provisional ballot to be counted. (No later than 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7.6.2
6-July (Wednesday)		
8-July (Friday)	Last day for the county clerk to complete verification and counting of provisional ballots. (Within 10 days after the Primary Election)	1-8.5-105(5)
11-July (Monday)	Last day to complete the canvass and submit official abstract of votes cast for the Primary Election to the Secretary of State. (No later than the 13th day after the election)	1-10-102(1)
	Last day for the designated election official to report the results of the post-election audit to the Secretary of State. (By 5:00 pm on the last day to canvass).	Rule 11.3.3(m)
12-July (Tuesday)	Deadline to upload the final canvass results to the ENR system. (by close of business on the first business day after the statutory deadline for completing the canvass)	Rule 11.10.4
14-July (Thursday)	Last day to file an unaffiliated candidate nomination petition. (No later than 3:00 p.m. on the 117th day before the General Election)	1-4-802(1)(f)(I)
18-July (Monday)	Last day for the Secretary of State to compile the returns and order appropriate recounts of the Primary Election. (No later than the 20th day after the Primary Election)	1-10-103(2) Rule 10

19-July (Tuesday)	Last day for interested parties to request a recount of the Primary Election at their own expense. (Within 21 days after the Primary Election)	1-10.5-106(2) Rule 10
21-July (Thursday)	Last day for a write-in candidate to file an Affidavit of Intent for the General Election. (By the close of business on the 110th day before the General Election)	1-4-1102(1)
28-July (Thursday)	Last day to complete a statutory or requested recount of the Primary Election. (No later than the 30th day after the Primary Election)	1-10.5-102(2) 1-10.5-106(2)
29-July (Friday)	Last day for the Secretary of State to prepare an election notice to be used in conjunction with a federal write-in absentee ballot. (At least 100 days before a regularly scheduled election)	1-8.3-116 1-1-106(5)
	Last day for a political subdivision to notify the county clerk in writing that it has taken formal action to participate in the General Election. (100 days before the General Election)	1-7-116(5) 1-1-106(5)
August 2016		
4-August (Thursday)	Last day for the designated election official to provide a notice of sufficiency/insufficiency regarding unaffiliated candidate nomination petitions. (No later than 96 days before the General Election)	1-4-908(3)
8-August (Monday)	Last day to file an initiative petition with the Secretary of State for the 2016 General Election, no later than 3:00 p.m. (At least 3 months before the election)	Art V, Sec 1(2)
8-August (Monday)	Last day for judicial candidates to file a Declaration of Intent to run for another term. (Not less than 3 months before the General Election)	Art. VI, Sec. 25
10-August (Wednesday)	Last day for the county clerk to submit a watcher accommodation plan to the Secretary of State. (No later than 90 days before an election)	Rule 8.7
	Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (No later than 90 days before every election)	1-7.5-105(1) Rule 7.1.1
	Last day for an unaffiliated candidate for president and vice president to submit a statement of intent to run, a \$1,000 filing fee, and a list of electors. (No later than 3 p.m. 90 days before the general election)	1-4-303(1)
	Last day for county clerk to designate drop-off locations and Voter Service and Polling Centers. Clerks must also complete an accessibility survey for all locations annually before designation. (No later than 90 days before the election)	Rule 7.9 Rule 7.10
15-August (Monday)	Last day to amend an unaffiliated candidate nomination petition. (No later than 3:00 p.m. on the 85th day before the General Election)	1-4-912
25-August (Thursday)	Last day for the designated election official to notify an unaffiliated candidate of whether the amended nominating petition is sufficient/insufficient. (No later than the 75th day before the General Election)	1-4-912
29-August (Monday)	Last Day for US Senate and US House candidates to submit a voluntary term limits declaration form (15 days prior to general election ballot certification)	Article XVIII, Section 12a
30-August (Tuesday)	Last day for intergovernmental agreements to be signed by county clerks and political subdivisions. (No later than 70 days before the General Election)	1-7-116(2)
September 2016		
7-September (Wednesday)	Last day for the Secretary of State to examine submitted initiative petitions and issue a statement of sufficiency or insufficiency. (No more than 30 calendar days after the petition is filed)	1-40-116(2)
9-September (Friday)	Last day for the designated election official of each political subdivision to certify the ballot order and content. Each DEO must also deliver the certification to the county clerk for the coordinated election. (No later than 60 days before the General Election)	1-5-203(3)(a)
	Last day for designated election officials to submit security and contingency plans to the Secretary of State. (No later than 60 days before the first election in which the procedures will be used)	1-5-616(5)(b) Rule 20.1
	Last day for counties to begin video surveillance recordings of areas specified in Rule 20.7.3. (Beginning at least 60 days before the election and continuing through at least 30 days after the election).	Rule 20.7.2
12-September (Monday)	Last day for the Secretary of State to deliver the certification of ballot order and content to each county. (No later than 57 days before the General Election)	1-5-203(1)
23-September (Friday)	Last day to file written comments concerning local ballot issues with the designated election official in order to be included in the ballot issue notice. (Friday before the 45th day before the election)	Art. X, Sec. 20(3)(b)(v) 1-7-901(4)
24-September (Saturday)	Last day to transmit ballots and ballot materials to overseas military voters. (No later than 45 days before the election)	1-8.3-110(1) Rule 16
	Last day the county clerk must report to the Secretary of State the number of ballots transmitted to military and overseas electors by the 45-day deadline.	Rule 16.1.9
	First day the county clerk or designated election official may hold election judge training. (Not more than 45 days before the election)	1-6-101(5)
26-September (Monday)	Last day for a petition's representatives to submit favorable comments for the ballot issue notice. Comments must be submitted to the designated election official. (No later than 43 days before the election).	1-7-903(3)
27-September (Tuesday)	Last day for the designated election official to deliver the full text of any required ballot issue notices to the county clerk. (No later than 42 days before the election)	1-7-904
October 2016		

4-October (Tuesday)	Last day for the county clerk to provide a list of election judges, including political party affiliations and assignments, if known, to each appointing party. (No later than 35 days before an election)	Rule 6.1.4
7-October (Friday)	Last day for official ballots to be in the possession of the county clerk. (No later than 32 days before the General Election)	Rule 7.2.7 1-7.5-107(2.7)
	Last day to mail notice of a ballot issue election. (At least 30 days before a ballot issue election)	Art. X, Sec. 20(3)(b) 1-1-106(5)
17-October (Monday)	First day that mail ballots may be mailed to voters, except for UOCAVA voters. (Not sooner than 22 days before the General Election)	1-7.5-107(3)(a)(I) Rule 7.2.3
	Last day to submit an application to register to vote through a voter registration drive for the general election. (No later than 22 days before the election)	1-2-201(3)(b)(I)
18-October (Tuesday)	Last day for counties to submit zero result files (data entry counties) or a document listing all ballot content (manual entry counties) to the Secretary of State for Election Night Reporting. (No later than 21 days before the election)	Rule 11.10.2
19-October (Wednesday)	Last day to post polling location signs for the General Election. (At least 20 days before the election)	1-5-106(1)
	Last day for the county clerk or designated election official to provide notice by publication that the General Election will be conducted by mail ballot. (No later than 20 days before the General Election)	1-7.5-107(2.5)(a)(I)
21-October (Friday)	Last day to send initial mail ballots to voters for the General Election, except for UOCAVA voters. (No later than 18 days before the General Election)	1-7.5-107(3)(a)(I) Rule 7.2.4
	Last day for the county clerk to conduct the public Logic and Accuracy Test. (No later than the 18th day before election day)	Rule 11.3.2(a)
24-October to 8-November	The minimum number of required voter service and polling centers must be open for the General Election. (Beginning at least 15 days before and on election day, except Sundays)	1-5-102.9(2) Rule 7.9
24-October (Monday)	Last day for major political parties to appoint members to the Canvass Board for the General Election. (At least 15 days before the General Election)	1-10-101(1)(a) Rule 10
	First day to begin counting General Election ballots. No results may be disclosed until after 7:00 p.m. on election day. (15 days before the election)	1-7.5-107.5
25-October (Tuesday)	Last day for a data entry county to upload the LAT results file to ENR. (No later than 14 days before an election)	Rule 11.10.3
31-October (Friday)	Last day for the county clerk to file the voting system inventory with the Secretary of State. (No later than 10 days before the election)	Rule 11.2.3 1-1-106(4)
	Last day for an individual to submit a voter registration application and still receive a ballot in the mail. (Through the 8th day before an election)	1-2-201(3)(b)(III) 1-2-201(4) 1-2-508(3)(I)
	If the county clerk receives a voter registration application within the 8 days before the election, the clerk must process the application and inform the applicant that he or she will not receive a mail ballot. To receive a ballot, the applicant must visit a Voter Service and Polling Center.	1-2-201(4) 1-2-217.7(3.5) 1-2-508(3)
	November 2016	
1-November (Tuesday)	Last day for the county clerk to submit election setup records to the Secretary of State by regular mail. (No later than 5:00 PM on the 7th day before election day).	1-7-510(2) Rule 11.4
5-November (Saturday)	First day counties with more than 25,000 active electors are required to provide stand alone drop-off locations.	1-5-102.9(4)(b)(I)(B)
8-November (Tuesday)	General Election (Polls open 7:00 a.m. to 7:00 p.m.)	1-1-104(17) 1-4-201 Rule 7.9.1(b)
	All ballots must be received by the county clerk by 7:00 p.m. MST.	1-7.5-107(4)(b)(II)
	Ballots cast by military and overseas voters must be sent no later than 7:00 p.m. MT and received by the close of business on the 8th day after the election.	1-8.3-111 1-8.3-113 Rule 16
10-November (Thursday)	Deadline for the county clerk to send missing signature, signature verification, missing ID, and wrong envelope letters. (Within 3 days after receipt of ballot missing ID/confirmation of signature deficiency, but no later than 2 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7
	Deadline for the Secretary of State to notify the designated election official which voting devices and which race or races on the ballot will be audited. (No later than 48 hours after the close of the polls)	Rule 11.3.3(a)
16-November (Wednesday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (No later than the 8th day after election day)	1-8.3-111 1-8.3-113 Rule 16.1.5
	Last day for elector to cure signature discrepancy, wrong return envelope, missing signature, or to provide missing ID for mail and provisional ballot to be counted. (Within 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7

2016 Election Calendar

22-November (Tuesday)	Last day for verification and counting of provisional ballots. (Within 14 days after the General Election)	1-8.5-105(5) Rule 17
25-November (Friday)	Last day to complete the canvass for the General Election. (No later than the 17th day after the election)	1-10-102(1) Rule 10
	Last day for the designated election official to report the results of the post-election audit to the Secretary of State. (By 5:00 PM on the last day to canvass)	Rule 11.3.3(m)
28-November (Monday)	Last day to submit the official Abstract of Votes cast for the General Election to the Secretary of State. (No later than the 18th day after the election)	1-10-103(1) 1-1-106(4)
	Deadline to upload the final canvass results to the ENR system. (by close of business on the first business day after the statutory deadline for completing the canvass)	Rule 11.10.4
December 2016		
8-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and order appropriate recounts, if any. (No later than the 30th day after the General Election)	1-10-103(2) 1-10.5-102(2)
9-December (Friday)	Last day for an interested party to request a recount of the results of the General Election at their own expense. (Within 31 days after the General Election)	1-10.5-106(2)
15-December (Thursday)	Last day to complete a recount requested by an interested party. (No later than the 37th day after the General Election)	1-10.5-106(2)
Computation of Time Note		
	If the last day for any act to be done or the last day of any period is a Saturday, Sunday, or legal holiday . . . the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.	1-1-106(4)
	If a state statute requires doing an act in "not less than," "no later than," "at least" a certain number of days, "prior to" a certain number of days, or a certain number of months "before" the date of an election (or any phrase that suggests a similar meaning), the period is shortened to and ends on the prior business day that is not a Saturday, Sunday, or legal holiday.	1-1-106(5)

CITY OF FORT LUPTON CITY COUNCIL



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

Tommy Holton, Mayor

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

AM 2016-101

APPROVAL OF THE LONG-TERM ROAD MAINTENANCE AND IMPROVEMENTS AGREEMENT BETWEEN ASPHALT SPECIALTIES CO., INC. AND THE CITY OF FORT LUPTON AND AUTHORIZING THE MAYOR'S EXECUTION OF THE AGREEMENT

- I. **Agenda Date:** Council Meeting – July 18, 2016
- II. **Attachments:**
 - a. Long-Term Road Maintenance and Improvements Agreement
 - b. Exhibit A to Agreement

III. **Summary Statement:**

On October 19, 2015, the City Council approved and adopted Hunt Brothers Properties, Inc.'s special use permit for a sand and gravel mining operation located north and adjacent to County Road 8 and west and adjacent to U.S. Highway 85. The resolution approving the special use permit required that an ongoing maintenance agreement be in place prior to mining traffic using County Road 8.

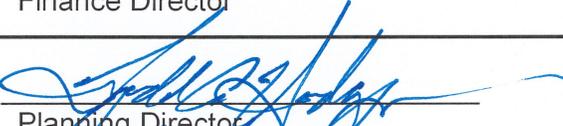
This memorandum requests City Council approval of the Long-Term Road Maintenance and Improvements Agreement between Asphalt Specialties Co., Inc. (d/b/a Hunt Brothers Properties, Inc.) and the City of Fort Lupton and authorizing the Mayor's execution of the agreement.

IV. **Fiscal Note:** _____

Finance Department Use



Finance Director

V. **Submitted by:** 

Planning Director

VI. **Approved for Presentation:** 

City Administrator

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

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

IX. Detail of Issue/Request:

On October 19, 2015, the City Council approved the annexation, initial zoning and special use permit for Hunt Brothers Properties, Inc. to operate a sand and gravel mining operation at a site located in the Southwest ¼ of Section 18, Township 1 North, Range 66 West of the 6th P.M. in the County of Weld, State of Colorado. The site is located north and adjacent to County Road 8 and west and adjacent to U.S. Highway 85.

Prior mining operations, the resolution approving the special use permit required that an ongoing maintenance agreement be in place for mining traffic using County Road 8. Attached is the Long-Term Road Maintenance and Improvements Agreement between Asphalt Specialties Co., Inc. (d/b/a Hunt Brothers Properties, Inc.) and the City of Fort Lupton, which has been executed by Asphalt Specialties Co., Inc.

The Agreement has been reviewed by the Public Works Director and has been approved by the Director for execution.

X. Legal/Political Considerations:

This document has been reviewed by legal counsel and is approved for ratification as presented.

XI. Alternatives/Options:

City Council can approve or deny the Mayor's signature to the Long-Term Road Maintenance and Improvements Agreement.

XII. Financial Considerations:

Approving the Agreement will prevent the City from having to finance road repairs and maintenance of County Road 8 that is a result of Asphalt Specialties Co., Inc.'s mining and reclamation operations.

XIII. Staff Recommendation:

Staff recommends City Council approval of the Mayor's execution of the Long-Term Road Maintenance and Improvements Agreement.

CITY OF FORT LUPTON

LONG-TERM ROAD MAINTENANCE AND IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of Fort Lupton, hereinafter called "City" and Asphalt Specialties Company, Inc., hereinafter called "ASCI".

WHEREAS, ASCI has acquired a special use permit from the City (Chavers Mining Resource, Project No. SUP2015-002) for gravel mining and batch plant operations on 72 acres, more or less, and located in Section 18, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado and legally described on Exhibit A to this Agreement (hereinafter referred to as the "Property"), and

WHEREAS, other gravel operators are operating similar gravel pits in the vicinity of the above-mentioned gravel pit and batching operations, and

WHEREAS, the gravel pits generate an increase in heavy traffic, and

WHEREAS, the existing City roads that serve the gravel pits will require increased maintenance and improvement due to the increase in heavy truck traffic, and

WHEREAS, City and ASCI have reviewed maintenance and improvements proposals put forth by ASCI, and both parties agree that such maintenance and improvements will enhance the accessibility and safety of the roads that serve said gravel pits.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, City and ASCI mutually agree as follows:

1. ASCI will provide for the duration of any material haulage from its Chavers Mining Resource ("Chavers") operation (permitted as SUP2015-002):

The ASCI haul route is defined as follows: East out of the Chavers operation entrance on Weld County Rd. 8 ("WCR-8") and south on US Hwy. 85 with return truck traffic travelling north on US Hwy. 85 and thence west onto WCR-8 and back into the Chavers operation entrance road.

2. ASCI agrees to provide full responsibility for sweeping and clearing of debris from roadway surfaces caused by ASCI operations traffic. Roadway surfaces includes WCR-8 as well as US Hwy. 85.

ASCI agrees to pay a proportional share of excavation, repair or patch of any damage on said road that has been created by heavy truck hauling from the Chavers operation, as determined by the Fort Lupton Public Works Director or his designee.

There will be an annual inspection in the Spring of the roadways to determine actual conditions and what work is to be performed that Summer if any repairs are needed. Proportional share shall be determined based on a comparison of damages from the Chaver's operations entrance to US Hwy. 85 versus the amount of damage from the operations entrance west to the bridge.

3. At any time in the future, when road damage has increased beyond the point that repair or patching can reasonably restore the road, ASCI will cooperate with the City in the reconstruction of those parts of said road.
4. When reconstruction is required, ASCI shall pay a proportional share of the cost to reconstruct. The share will be determined based on the methodology detailed in item 2 above.
5. ASCI will provide a proportionate share of the testing services and inspection for the construction of the improvements. The City will only provide oversight. A professional engineer retained by ASCI and registered in the State of Colorado, shall provide the City with a letter that certifies the proper installation of the improvements.
6. Prior to the start of mining, City and ASCI will inspect the roads covered under this Agreement to ensure that ASCI will not be responsible for damage previously incurred.
7. Failure of either party to perform any of its respective obligations hereunder by reason of acts of God, strike, or acts of any governmental agency or authority having jurisdiction over matters set forth herein shall excuse timely performance of such obligations, but shall not excuse the performance of such obligations as soon as reasonably practical. The parties may, however, mutually consent to excuse a party from performing any obligation, in whole or in part, upon a showing that performance has been rendered impracticable by reason of force majeure.
8. This Agreement may not be assigned in whole or in part by either party hereto without the written consent of the other party. Such consent will not to be reasonably withheld, conditioned, or delayed.
9. If any clause or provision of this Agreement is found to be illegal, invalid, or unenforceable, then it is the intention of the parties that the remainder of this Agreement shall not be affected.
10. This Agreement shall remain in effect while gravel mining and/or batch plant operations are occurring at the Property identified in Exhibit A. Should ASCI sell its operation, cease operating, file bankruptcy, or in any way release ownership and responsibility of the permitted property, ASCI shall give a minimum notice of ninety (90) days to the City before the date of

termination. Notwithstanding the terms of this paragraph, the requirements of SUP2015-002 shall not be waived by the terms of this paragraph and the failure to have a maintenance agreement in effect may be grounds to revoke SUP2015-002.

11. All construction and materials controls for a project will be in accordance with the current Standard Specifications for Road and Bridge Construction, as supplemented or revised, provided by the Colorado Department of Transportation. During construction, signage shall be posted in accordance with the most current Uniform Manual on Traffic Control Devices.
12. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties, and nothing contained in this Agreement shall give or allow any claim or right of actions whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
13. Indemnification: To the extent authorized by law, ASCI agrees to indemnify, save, and hold the City harmless from and against any and all claims, damages, losses, and judgments, which may be suffered or incurred by the City as a consequence of any breach by ASCI of its obligations and duties set forth in this Agreement on those portions of the haul route described in this Agreement. In the event that any dispute shall arise under this Agreement, the prevailing party in such dispute shall be entitled, in addition to any other relief to which such party may be granted, to recover its court costs incurred in connection with the resolution of such dispute.
14. By entering into this Agreement, the parties do not intend, either expressly or implicitly, to create a joint venture or partnership. Except as provided herein, neither party shall have the right or authority to act for, or on behalf of, or to enter into any obligations which are binding on the other party to this Agreement.
15. Notices to be given under this Agreement shall be in writing and delivered in person, or mailed by certified or registered U.S. Mail, or sent by a nationally recognized overnight delivery service, to the party to receive such notice at the following addresses:

City of Fort Lupton
Attn.: Public Works Department
130 S. McKinley Ave.
Fort Lupton, CO 80621

Asphalt Specialties Co, Inc. (ASCI)
10100 Dallas Street
Henderson, CO 80640

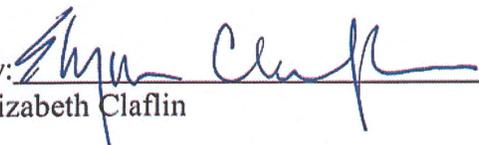
All notices shall be effective upon receipt by the party to receive such notice, or by the third

day following deposit of said notice in U.S. Mail, or the first day following deposit of acknowledgment of refusal of delivery of said notice.

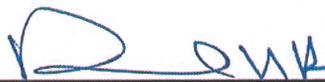
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first-above written.

WHEREFORE, parties have hereunto set their hands and seals the date and year first written above.

ATTEST:
Corporate Secretary

By: 
Elizabeth Claflin

ASPHALT SPECIALTIES CO.

By: 
Daniel W. Hunt, President



ATTEST:
Fort Lupton City Clerk

By: _____
Nanette S. Fornof

CITY OF FORT LUPTON

By: _____
Tommy Holton, Mayor

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORAD, DESCRIBED AS FOLLOWS:

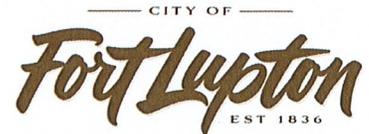
CONSIDERING THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 18 TO BEAR NORTH 89°08'08" EAST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 18: THENCE NORTH 00°13'09" WEST, COINCIDENT WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 8 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89°08'08" EAST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 446.04 FEET; THENCE SOUTH 00°51'52" EAST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°08'08" EAST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTNACE OF 774.29 FEET TO THE WEST RIGHT-OF-WAY LINE OF HIGHWAY NO. 85, PROJECT NO. F 006-1 (12); THENCE COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING NINETEEN (10) COURSES AND DISTANCES:

- 1) NORTH 05°12'43" WEST, A DISTANCE OF 7.49 FEET;
- 2) NORTH 27°19'03" EAST, A DISTANCE OF 83.68 FEET;
- 3) NORTH 05°12'43" WEST, A DISTANCE OF 225.60 FEET;
- 4) THE BEGINNING OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 5804.58 FEET AND A CENTRAL ANGLE OF 01°45'26"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.02 FEET;
- 5) NORTH 36°54'43" WEST, A DISTANCE OF 72.39 FEET;
- 6) NORTH 09°24'43" WEST, A DISTANCE OF 61.10 FEET;
- 7) NORTH 11°00'17" EAST, A DISTANCE OF 84.00 FEET;
- 8) NORTH 35°32'17" EAST, A DISTANCE OF 26.70 FEET;
- 9) NORTH 05°12'43" WEST, A DISTANCE OF 146.50 FEET;
- 10) NORTH 03°29'17" EAST, A DISTANCE OF 1773.16 FEET TO THE NORTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°01'52" WEST, COINCIDENT WITH SAID NORTH LINE, A DISTANCE OF 1276.94 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE SOUTH 00°13'09" EAST, COINCIDENT WITH THE EAST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2608.49 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,164,660 SQUARE FEET OR 72.651 ACRES, MORE OR LESS.

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Tommy Holton, Mayor

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

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AM 2016-094

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

I. **Agenda Date:** Council Meeting – July 18, 2016

II. **Attachments:** A. Financial Statements
B. Management Letter
C. Governance Letter

III. **Summary Statement:**

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

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

V. **Finance Reviewed** Sean Perino
Finance Director

VI. **Approved for Presentation:** [Signature]
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 disclosure 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

Colorado



2015 Comprehensive Annual Financial Report For the Year Ended December 31, 2015

City of Fort Lupton, Colorado

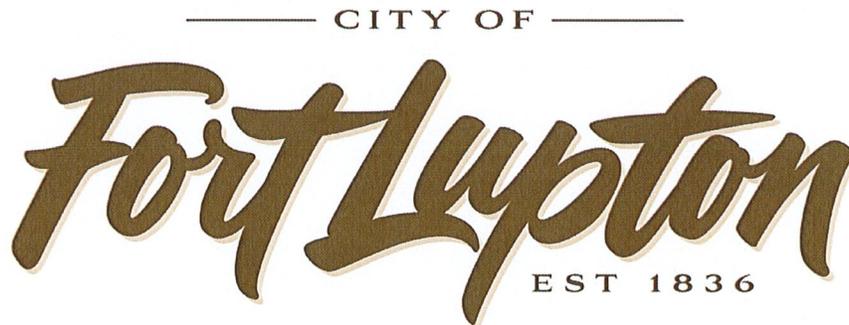
Comprehensive Annual Financial Report

For The Fiscal Year Ending

December 31, 2015

Issued by:

City of Fort Lupton
Finance Department



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City of Fort Lupton

Comprehensive Annual Financial Report
Fiscal Year Ended December 31, 2015

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Fiscal Year Ended December 31, 2015

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INDEPENDENT AUDITORS' REPORT

City Council
City of Fort Lupton
Fort Lupton, Colorado

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Fort Lupton, as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Fort Lupton as of December 31, 2015, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Fort Lupton's basic financial statements. The combining and individual nonmajor fund financial statements and schedules and Local Highway Finance Report are presented for purposes of additional analysis and are not a required part of the basic financial statements.

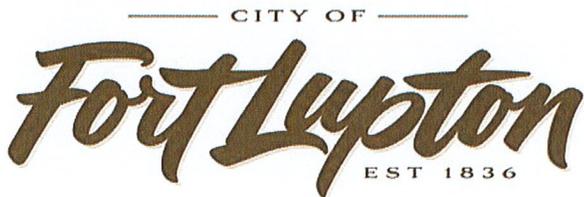
The combining and individual nonmajor fund financial statements and schedules and Local Highway Finance Report are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules and Local Highway Finance Report are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.



CliftonLarsonAllen LLP

Broomfield, Colorado
June 15, 2016



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Finance Department

Fort Lupton, CO 80621

130 S. McKinley Avenue
Phone: 303.857.6694
Fax: 303.857.0351

www.fortlupton.org

June 10, 2016

To: Honorable Mayor Tommy Holton, Members of Council and
Residents of the City of Fort Lupton:

State Law requires that all general-purpose local governments publish within seven months of the close of each fiscal year a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the comprehensive annual financial report of the City of Fort Lupton (the City) for the fiscal year ended December 31, 2014.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements are free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

CliftonLarsonAllen, LLP, a firm of licensed certified public accountants, has audited the City's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended December 31, 2014, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended December 31, 2014, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

The Government Finance Officers Association of the United States and Canada (GFAO) awarded a



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Finance Department

Fort Lupton, CO 80621

130 S. McKinley Avenue
Phone: 303.857.6694
Fax: 303.857.0351

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Certificate of Achievement for Excellence in Financial Reporting to the City of Fort Lupton for its comprehensive annual financial statements for the fiscal year ended December 31, 2014. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

PROFILE OF THE CITY

The City is located in Weld County along State Highway 85 approximately 30 miles north of Denver. Fort Lupton encompasses 26 square miles and serves approximately 7,420 residents.

The City is the oldest continuously inhabited settlement in Weld County, founded in 1836 as a trading post on the banks of the South Platte River and was incorporated in 1890. The City operates under the council – manager form of government. Legislative and policy making authority are vested in the City Council, consisting of a mayor and six council members. The mayor is elected at large and the council is elected by wards. The mayor and council members are elected to four year staggered terms with three to four members being elected every two years.

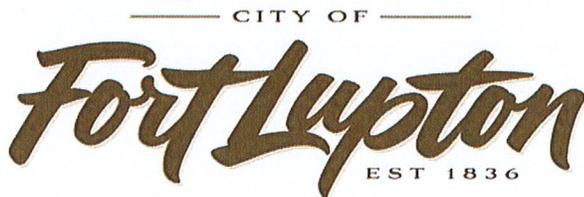
The Council is responsible for passing ordinances, adopting the annual budget, appointing committees, hiring the city administrator, clerk, attorney and judge. The city administrator is responsible for carrying out policies and ordinances passed by the council and appointing heads of departments to oversee the operations of the City.

The City provides a range of services to its residents including: police protection courts, municipal water, sanitary sewer and storm water, construction and maintenance of streets, parks and trails, recreation center and golf course facilities, cultural events, planning, development, code enforcement and general government services.

LOCAL ECONOMY

44% of the City's general fund revenues are derived from sales taxes. Sales tax is used to provide services such as police, parks, municipal court, planning and economic development, and general governmental services. In addition to services the sales tax revenue in the general fund also provided for street maintenance and repair and the purchase of water. The major sources of sales tax within the City are grocery stores, auto sales, and restaurants.

Four of the top ten major employers in the City are in the oil and gas industry or related services. In 2015 the employment statistics show an 18% decrease in employment in the top oil and gas companies located



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Fort Lupton, CO 80621

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in Fort Lupton. The 2015 decrease in City sales tax of 7% is related to the oil & gas industry. The property tax valuation for 2014, taxes collected in 2015, decreased 2%, due to a large decrease in oil & gas valuations partially offset by increases in industrial, commercial and residential valuations.

LONG-TERM FINANCIAL PLANNING

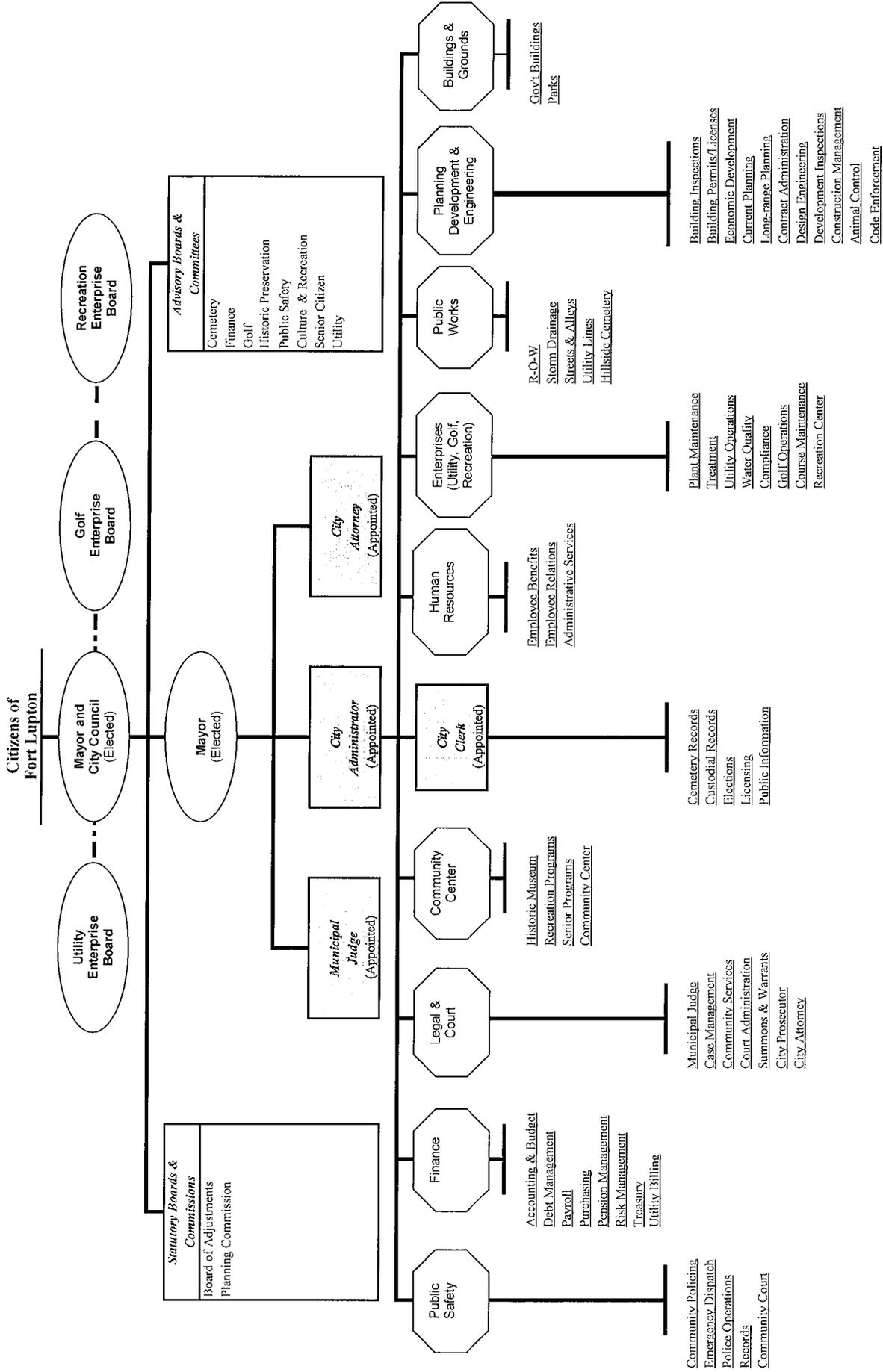
The annual budget and the six year capital improvement plan are the tools used by the City to project cash flows needed for improvements. Every department of the City is required to submit a capital request and six year improvement plan by the end of July and a budget request for the following year, by the beginning of September. The Finance Department presents the budget to the City Administrator and Council for review and amendment before October 31st. Public hearings are held and the Council adopts the budget before December 15th.

The City monitors the budget throughout the year and makes adjustments as necessary to provide services and infrastructure improvements.

Sincerely,

Leann Perino
Finance Director

CITY OF FORT LUPTON 2015 ORGANIZATIONAL CHART FOR THE PRIMARY GOVERNMENT



By Function - City Departments. - Appointed Officials. - Elected Officials.

**CITY OF FORT LUPTON
PRINCIPAL OFFICIALS
OF THE PRIMARY GOVERNMENTS**

CITY COUNCIL

TOMMY HOLTON

Mayor
At-Large

SHANNON RHODA

Council Member
Ward 1

DAVID CRESPIN

Council Member
Ward 1

ZO HUBBARD

Treasurer
Ward 2

CHRIS CERETTO

Council Member
Ward 2

CHRIS CROSS

Mayor Pro-Tem
Ward 3

BOB MCWILLIAMS

Council Member
Ward 3

LEGAL AND COURT

ANDREW AUSMUS

City Attorney

LOUIS A. GRESH

Municipal Court Judge

CITY ADMINISTRATION

CLAUD HANES

City Administrator

KENNETH PONCELOW

Public Safety Director

NANETTE FORNOF

City Clerk

LEANN PERINO

Finance Director

MIKE ROUSEY

Wastewater/Water Plant
Operator - OMI

MONTY SCHUMAN

Parks & Recreation Director

JEANELLE ANDERSEN

Court Coordinator

ROY VESTAL

Public Works Manager

LAURA HOWE

Human Resource Manager

TYLER TARPLEY

Golf Course Manager

TODD HODGES

City Planner



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Fort Lupton
Colorado**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

December 31, 2014

Executive Director/CEO

**CITY OF FORT LUPTON
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended December 31, 2015**

This discussion and analysis of the City's financial performance provides an overview of the City's financial activities for the fiscal year ended December 31, 2015. Please read it in conjunction with the transmittal letter and the City's financial statements.

FINANCIAL HIGHLIGHTS

- The City's financial position continues to be strong and improving during 2015.
- The City's assets exceeded liabilities and deferred inflows of resources by \$76,996,318 at the end of 2015. Of this amount \$5,153,523 or 6.7% is unrestricted and may be used to meet the government's ongoing obligations to citizens and creditors. The remaining \$71,842,795 is invested in capital assets or restricted by agreement or regulation.
- The City's total net position increased by \$12,666,264 in 2015. \$1,113,454 of the increase was in the Governmental Activities. In the Governmental Activities current assets increased \$1,520,422, current liabilities increased \$131,394, and deferred inflows of resources increased \$98,426.
- The City's General Fund balance was \$7,856,345 as of December 31, 2015; which is an increase of \$1,279,595 from the previous year. The unassigned fund balance in 2015 is \$2,569,273 or 42% of expenditures.
- Sales tax revenue for the Governmental Funds decreased by \$284,782 or 7% in 2015.
- The enterprise funds had an unrestricted net position of \$840,139 at the end of 2015.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The basic financial statements contain three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. In addition to the basic statements, this report also contains other supplementary information including combining statements for non-major funds, and individual fund statements.

Government-Wide Financial Statements The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances in a manner similar to a private sector business.

The *statement of net position* presents information on all of the City's assets, liabilities and deferred inflows of resources with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the City's financial position is improving or deteriorating.

The *statement of activities* presents information showing how the government's assets changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in the statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenue (*governmental activities*) from other functions that are intended to recover all or a significant portion of their cost through user fees and charges (*business-type activities*). The City's governmental activities include general government, public safety, public works, parks and recreation, and other auxiliary services. The business-type activities include water treatment, sewage treatment, storm water drainage, recreation center, and a golf course.

Fund Financial Statements A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds *Governmental funds* are used to account for essentially the same function as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows* of spendable resources, as well as on the balance of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds and governmental activities*.

The City maintains five individual governmental funds. Information is presented separately in the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balance for the General Fund, which is considered to be the City's only major fund. Data from the other four funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major funds is provided in the form of *combining statements* elsewhere in the report.

The basic governmental fund financial statements can be found from pages 16 through 19 of this report.

Proprietary Funds The City maintains four operations that are considered enterprise in nature. The four *enterprise funds* are the Recreation Center, Utility Fund, Storm Water Drainage Fund and the Golf Fund that are presented in the *business-type activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate

information for the Recreation Center, Utility Fund, Storm Water Drainage Fund and the Golf Fund, which are all considered major funds of the City.

The basic proprietary fund financial statements can be found on pages 20 through 24 of this report.

Budget Comparisons The City adopts an annual appropriated budget for all of its funds. A budgetary comparison statement has been provided for all governmental and enterprise funds to demonstrate compliance with the budgets.

Notes to Financial Statements The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the financial statements.

Other Information In addition to the financial statements and accompanying notes this report also includes required and other supplementary information.

CITY-WIDE FINANCIAL ANALYSIS

Net position As noted earlier, net position may serve over time as a useful indicator of a government's financial position. As of December, 31, 2015, assets exceeded liabilities and deferred inflows of resources by \$76,996,318.

The following table provides a summary of the City's governmental and business-type net position for 2014 and 2015.

**Table 1
Net Position**

	Governmental Activities		Business-type Activities		Total	
	2015	2014	2015	2014	2015	2014
Assets						
Current assets	\$11,236,241	\$ 9,715,819	\$ 4,412,557	\$ 5,497,833	\$ 15,648,798	\$15,213,652
Capital Assets	25,210,238	25,369,586	59,701,703	56,309,354	84,911,941	81,678,940
Total Assets	36,446,479	35,085,405	64,114,260	61,807,187	100,560,739	96,892,592
Liabilities						
Current liabilities	528,532	397,138	4,991,006	12,900,299	5,519,538	13,297,437
Long term liabilities	136,138	118,338	14,985,540	16,287,476	15,121,678	16,405,814
Total liabilities	664,670	515,476	19,976,546	29,187,775	20,641,216	29,703,251
Deferred Inflows of Resources						
Property Taxes	\$ 1,941,952	\$ 1,843,526	\$ 981,253	\$ 1,015,761	\$ 2,923,205	\$ 2,859,287
Net position						
Net Investment in capital assets	25,210,238	25,369,586	41,729,359	33,275,694	66,939,597	58,645,280

	Governmental		Business-type		Total	
	Activities		Activities			
	2015	2014	2015	2014	2015	2014
Restricted	4,316,235	3,488,518	586,963	1,271,912	4,903,198	4,760,479
Unrestricted	4,313,384	3,868,299	840,139	(2,943,935)	5,153,523	924,295
Total net position	\$33,839,857	\$32,726,403	\$43,156,461	\$31,603,651	\$76,996,318	\$64,330,054

A significant portion of the City's net position (87%) reflects its investment in capital assets. These assets include land, buildings, machinery, equipment, and infrastructure. These capital assets are used to provide services to citizens; consequently, they are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Another small portion of the City's net position (6%) represents resources that are subject to external restrictions and City ordinance on how they may be used. 1% of the funds are restricted for the payment of debt. 5% of the funds have been legally restricted by ordinance for the purchase and maintenance of infrastructure. 1% of funds have been restricted by ordinance for use in parks and recreation. 0.04% of funds are restricted for perpetual care of the cemetery. 0.17% of the funds have been restricted by the State of Colorado Conservation Trust Fund for use in parks and recreation.

Changes in Net Position Governmental and Business-type activities increased the City's net position by \$12,666,954 in 2015. The following table indicates the changes in net position for governmental and business-type activities in 2015.

Table 2
Changes in Net Position
(in thousands)

	Governmental		Business-Type		Total	
	2015	2014	2015	2014	2015	2014
Revenues						
Program revenues:						
Charges for Service	\$1,214	\$646	\$6,958	\$6,413	\$8,172	\$7,059
Operating Grants & Contributions	182	236	-	-	182	239
Capital grants & contributions	177	529	2,947	669	3,124	1,198
General revenue:						
Sales tax	3,863	4,142	-	-	3,862	4,142
Property taxes	1,849	1,669	1,010	953	2,860	2,621
Other taxes	1,294	1,278	-	-	1,294	1,278
Other revenue	148	155	329	714	477	869
Total revenue	8,727	8,655	11,244	8,752	19,971	17,406

	Governmental Activities		Business-Type Activities		Total	
	2015	2014	2015	2014	2015	2014
Expenses						
General government	2,765	2,336	-	-	2,765	2,336
Public safety	1,642	1,270	-	-	1,642	1,270
Public works	1,355	1,406	-	-	1,355	1,406
Culture, parks, recreation	667	622	1,289	1,213	1,956	1,834
Other	723	592	0	0	723	592
Utilities	-	-	4,319	5,737	4,319	5,738
Storm Water Drainage	-	-	22	29	22	29
Golf	-	-	1,186	1,232	1,186	1,232
Total expenses	7,152	6,226	6,816	8,211	13,968	14,437
Increase in Net Position Before Transfers	1,575	2,429	4,429	541	6,003	2,970
Transfers	(461)	(427)	461	427	-	-
Gain on Extinguishment of Debt	-	-	6,663	-	6,663	-
Increase in net position	1,113	2,002	11,553	968	12,666	2,970
Beginning Net Position	\$32,726	\$30,725	\$31,604	\$30,635	\$64,330	\$61,360
Ending Net Position	\$33,840	\$32,726	\$43,156	\$31,604	\$76,996	\$64,330

Governmental Activities Governmental activities increased the City's net position by \$1,113,454 in 2015. Key elements of this increase are as follows:

- Revenues increased \$38,145 or 0.5% primarily in charges in services from building permits.
- Expenses increased \$926,378. This represents a 14% increase primarily in salaries and benefits.

Business-type Activities Business-type activities increased the City's net position by \$11,552,810 in 2015. The key elements are as follows:

- Revenues increased \$9,189,080 or 100.1% from 2014 primarily in the golf enterprise funds extinguishment of debt totaling \$6,663,013 in principal and interest.
- Expenses were down \$1,395,527 from 2014, which equates to a 17% decrease primarily due to two factors:
 - All necessary repairs to facilities damaged in the floods of 2013 were completed in 2014.
 - Coyote Creek Golf Course management was transferred to the City and cost associated with the management company ended in 2014.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds Overview The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of 2015, the combined ending fund balance of the City's government funds was \$8,818,700, with \$2,569,273 unassigned, which is available as working capital and for current spending in accordance with the purposes of specific funds.

The City has one major governmental fund. The General Fund:

1. General Fund. This is the primary operating fund of the City. It accounts for many of the City's core services, such as law enforcement, legal and court, public works, planning, finance and administration. The general fund balance was \$7,856,345 as of December 31, 2015, of which \$2,569,273 was unassigned. The 2015 general fund balance increased \$1,279,595. This fund generates a 1% sales tax reserved for the operation and maintenance of the water treatment facility, as well as purchase of water for future needs. The fund also collects a ½ % sales tax reserved for street improvements and maintenance. The water and street sales tax accounts for 93% of the \$3,353,954 restricted balance in the general fund.

PROPRIETARY FUNDS OVERVIEW

The City's proprietary fund statements provide the same information found in the government-wide statements, but in more detail. The City has four enterprise-type funds. These are 1) Utility Enterprise Fund, 2) Storm Water Drainage Fund, 3) Golf Course Fund, and 4) Recreation Center Fund.

1. Utility Enterprise Fund - This fund generates revenue through billings for water and sewer usage in the incorporated area of the City. Funds are utilized for the maintenance of the sewer treatment plant, water treatment plant, and the various water and sewer infrastructure for the City. The net position for this fund was \$41,634,137 up \$4,620,492 from 2014, with 1.3% of the assets obligated to debt service. The increase was due to three factors: 1) a decrease in repair and maintenance costs associated with the floods of 2013; 2) an increase in water assessment fees; 3) an increase in capital contributions by industrial users adding water and sewer infrastructure.
2. Storm Water Drainage Fund – This fund was created to address storm water issues in the City and has accumulated \$1,000,186 for this purpose by year end. Revenues increased 70% in 2015 due to a rate increase implemented in June 2015.
3. Golf Course Fund - This fund accounts for the operation of the Coyote Creek Golf Course, which is City owned. The operation of the course was outsourced to a private concern but was brought under direct City management in 2015. The City defaulted on the Revenue Bonds for the golf course in 2001, as the operational profits in the original plan were never realized. An offer was made on the outstanding bonds in December 2014 which closed on April 1, 2015. The net position was (\$20,632) as of December 31, 2015 an increase of \$6,615,656.

4. Recreation Center Fund - The recreation center opened in 2004 and provides various activities for the citizenry of all ages. At year end the net position totaled \$542,770, up \$100,451 from 2014.

GENERAL FUND BUDGETARY HIGHLIGHTS

The City’s budget is prepared according to Colorado statutes. The most significant budgeted fund is the General Fund; excluding funds consolidated with the General Fund for reporting purposes (see General Fund Budgetary Comparison Schedule in Required Supplementary information).

In December of 2014, the Council appropriated \$6,743,120 for general fund expenditures and other financing uses, no reserves. The budget was amended to include an additional \$272,243 in expenditures.

**Table 3
2015 General Fund Budget**

	Original Budget	Amendments	Final Budget	Actual
Revenue and other Financing Sources	\$5,474,292	\$ 133,869	\$5,608,161	\$6,020,964
Expenditures and other financing uses	\$6,743,120	\$272,243	\$7,015,363	\$5,488,979

Actual expenditures were within the budgetary limits. Budgeted capital expenditures budgeted for the year were not completed and resulted in general government expenditures of \$5,488,979, \$1,526,384 under budget.

The over budgeted revenue of \$412,803 is a result of increased sales tax due to the purchase of equipment in the oil and gas industry located in the City and infrastructure assessments from new building permits issued at the end of 2015.

The ending fund balance increased \$531,985 from the prior year.

CAPITAL ASSET AND DEBT ADMINISTRATION

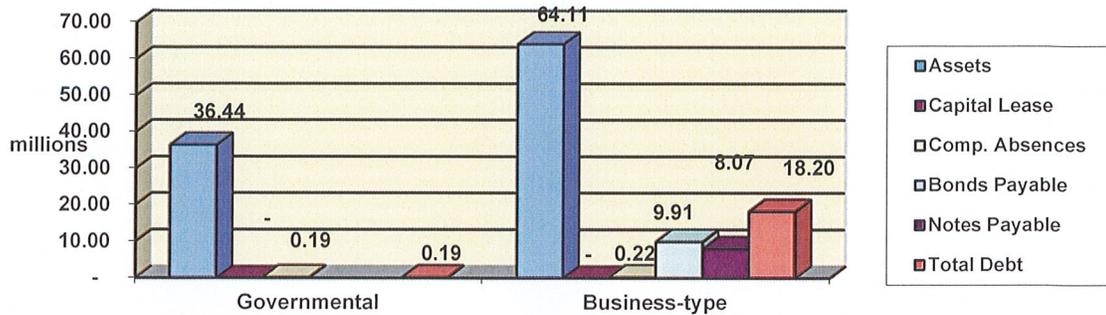
Capital Assets The City’s investment in capital assets for its governmental and business-type activities as of December 31, 2015 totals \$84,911,941 (net of accumulated depreciation). This investment includes land, buildings, machinery, equipment, and infrastructure. The increase in investment in capital assets for the current fiscal year is \$3,233,001.

Additional information on the City’s capital assets can be found in Note 5 of this report.

Long-Term Debt At December 31, 2015, the City had outstanding long-term debt totaling \$18.2 million. This debt consists of: 1) bonds payable; 2) notes payable; 3) capital leases; and 4) compensated absences payable.

A debt limit is not imposed by the State of Colorado, but it is measured by the worth of the entity. Below is a graphic presentation of each of the debt segments compared to the assets of the City segregated into governmental and business-type activities:

Table 4
Debt compared to Asset (in millions)



Additional information on the City's debt can be found in Notes 6 through 8.

Other matters: The following factors are expected to have a significant effect on the City's financial position or results of operations and were taken into account in developing the 2015 budget.

- The City experienced a slight increase in growth in 2015. As future growth occurs it will cause increased demands in all service areas of the City, especially in the infrastructure to service new areas with roads, water supply and sewer capacity.
- The Planning director continues to work with landowners as the annexation demand is increasing monthly. He continues to assist developers in their site plan review process to assure proper infrastructure is in place on each annexation.
- The City Council is supportive of the development plan for the City, which will position us well for the upcoming growth and development that the City should experience.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this or for additional financial information should be addressed to the Fort Lupton City Administrator, 130 South McKinley Avenue, Fort Lupton, CO 80621.

BASIC FINANCIAL STATEMENTS

CITY OF FORT LUPTON, COLORADO

STATEMENT OF NET POSITION

December 31, 2015

	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total 2015	Public & School Library	Fort Lupton Urban Renewal Authroity
ASSETS					
CURRENT ASSETS					
Cash and investments	\$ 7,127,979	\$ 2,546,251	\$ 9,674,230	\$ 1,721,434	-
Restricted cash	-	637,506	637,506	113,099	-
Receivables:					
Accounts	243,566	837,313	1,080,879	-	-
Sales taxes	469,860	-	469,860	-	-
Property taxes	1,941,952	981,253	2,923,205	-	-
Internal Balance	1,442,023	(1,442,023)	-	-	-
Prepaid items	10,861	550,014	560,875	-	-
Other assets	-	302,243	302,243	-	-
Due from Primary Government	-	-	-	-	40,883
Total Current Assets	<u>11,236,241</u>	<u>4,412,557</u>	<u>15,648,798</u>	<u>1,834,533</u>	<u>40,883</u>
LONG-TERM ASSETS					
Capital assets					
Nondepreciable capital assets	9,464,488	16,763,731	26,228,219	-	-
Depreciable capital assets, net	<u>15,745,750</u>	<u>42,937,972</u>	<u>58,683,722</u>	-	-
Total Long-term Assets	<u>25,210,238</u>	<u>59,701,703</u>	<u>84,911,941</u>	-	-
Total Assets	<u>36,446,479</u>	<u>64,114,260</u>	<u>100,560,739</u>	<u>1,834,533</u>	<u>40,883</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION					
CURRENT LIABILITIES					
Accounts payable	217,101	292,365	509,466	55,001	-
Due to Component Units	40,883	-	40,883	-	-
Accrued expenses	121,687	1,609,601	1,731,288	20,479	-
Bonds payable - current	-	2,539,631	2,539,631	-	-
Notes payable - current	-	481,902	481,902	-	-
Capital lease - current	-	-	-	-	-
Payment in lieu of water	-	54,000	54,000	-	-
Compensated absences - current	52,943	13,507	66,450	20,849	-
Unearned Revenue	95,918	-	95,918	-	-
Total Current Liabilities	<u>528,532</u>	<u>4,991,006</u>	<u>5,519,538</u>	<u>96,329</u>	-
LONG-TERM LIABILITIES					
Bonds payable - Long-Term	-	6,883,669	6,883,669	-	-
Notes payable - Long-Term	-	8,067,142	8,067,142	-	50,000
Compensated absences payable	<u>136,138</u>	<u>34,729</u>	<u>170,867</u>	<u>53,610</u>	-
Total Long-Term Liabilities	<u>136,138</u>	<u>14,985,540</u>	<u>15,121,678</u>	<u>53,610</u>	<u>50,000</u>
Total Liabilities	<u>664,670</u>	<u>19,976,546</u>	<u>20,641,216</u>	<u>149,939</u>	<u>50,000</u>

CITY OF FORT LUPTON, COLORADO

STATEMENT OF NET POSITION

December 31, 2015

	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total 2015	Public & School Library	Fort Lupton Urban Renewal Authroity
DEFERRED INFLOWS OF RESOURCES					
Property tax revenue	1,941,952	981,253	2,923,205	-	-
NET POSITION					
Net investment in capital assets	25,210,238	41,729,359	66,939,597	-	-
Restricted for debt service	-	548,382	548,382	-	-
Restricted for streets & water projects	3,109,903	-	3,109,903	-	-
Restricted for culture, parks & recreation	907,346	-	907,346	-	-
Restricted for cemeteries	30,571	-	30,571	-	-
Restricted for donations	6,629	-	6,629	113,099	-
Restricted for emergencies	261,786	38,582	300,368	39,755	-
Unrestricted	4,313,384	840,139	5,153,523	1,531,740	(9,117)
Total Net Position	<u>\$ 33,839,857</u>	<u>\$ 43,156,461</u>	<u>\$ 76,996,318</u>	<u>\$ 1,684,594</u>	<u>\$ (9,117)</u>

The accompanying notes are an integral part of the financial statements

CITY OF FORT LUPTON, COLORADO

STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2015

Functions	Expenses	Program Revenues	
		Charges for Services, Sales and Fines	Operating Grants, and Contributions
GOVERNMENTAL ACTIVITIES			
General Government	\$ 2,765,380	\$ 117,306	\$ 108,163
Public Safety	1,642,454	290,045	100
Public Works	1,354,525	648,451	-
Culture, Parks and Recreation	666,666	158,472	73,916
Other	723,047	-	-
Total Governmental Activities	7,152,072	1,214,274	182,179
BUSINESS-TYPE ACTIVITIES			
Utilities	4,318,890	5,218,152	-
Storm Water Drainage	21,788	237,721	-
Golf	1,185,890	1,138,444	-
Recreation	1,289,317	363,156	-
Interest	-	-	-
Other	-	-	-
Total Business Activities	6,815,885	6,957,473	-
Total Primary Government	13,967,957	8,171,747	182,179
COMPONENT UNITS			
Public and School Library	883,242	13,850	1,311,322
Fort Lupton Urban Renewal Authority	9,117	-	-
Total Component Units	892,359	13,850	1,311,322

GENERAL REVENUES

Taxes:

Sales and use

Property

Other

Investment earnings

Gain on Extinguishment of Debt

Miscellaneous

Transfers

Total General Revenues and Transfers

CHANGE IN NET POSITION

NET POSITION, Beginning of Year Restated

NET POSITION, End of Year

The accompanying notes are an integral part of the financial statements

Net (Expense) Revenue and Changes in Net Position

Capital Grants, and Contributions	Governmental Activities	Business-Type Activities	Total 2015	Component Units	
				Public & School Library	Fort Lupton Urban Renewal Authority
\$ 177,101	\$ (2,362,810)	\$ -	\$ (2,362,810)	\$ -	\$ -
-	(1,352,309)	-	(1,352,309)	-	-
-	(706,074)	-	(706,074)	-	-
-	(434,278)	-	(434,278)	-	-
-	(723,047)	-	(723,047)	-	-
<u>177,101</u>	<u>(5,578,518)</u>	<u>-</u>	<u>(5,578,518)</u>	<u>-</u>	<u>-</u>
2,947,240	-	3,846,502	3,846,502	-	-
-	-	215,933	215,933	-	-
-	-	(47,446)	(47,446)	-	-
-	-	(926,161)	(926,161)	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>2,947,240</u>	<u>-</u>	<u>3,088,828</u>	<u>3,088,828</u>	<u>-</u>	<u>-</u>
<u>3,124,341</u>	<u>(5,578,518)</u>	<u>3,088,828</u>	<u>(2,489,690)</u>	<u>-</u>	<u>-</u>
-	-	-	-	441,930	-
-	-	-	-	-	(9,117)
-	-	-	-	441,930	(9,117)
3,862,467	-	-	3,862,467	-	-
1,849,386	1,010,267	-	2,859,653	-	-
1,293,521	-	-	1,293,521	-	-
8,203	(167,692)	-	(159,489)	-	-
-	6,663,013	-	6,663,013	-	-
139,663	497,126	-	636,789	-	-
(461,268)	461,268	-	-	-	-
<u>6,691,972</u>	<u>8,463,982</u>	<u>-</u>	<u>15,155,954</u>	<u>-</u>	<u>-</u>
1,113,454	11,552,810	-	12,666,264	441,930	(9,117)
32,726,403	31,603,651	-	64,330,054	1,242,664	-
<u>\$ 33,839,857</u>	<u>\$ 43,156,461</u>	<u>\$ -</u>	<u>\$ 76,996,318</u>	<u>\$ 1,684,594</u>	<u>\$ (9,117)</u>

CITY OF FORT LUPTON, COLORADO

BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2015

	General	Non Major Governmental Funds	Total 2015
<u>ASSETS</u>			
Cash	\$ 6,180,715	\$ 947,264	\$ 7,127,979
Receivables			
Accounts	217,638	25,928	243,566
Property Taxes	1,941,952	-	1,941,952
Sales Tax	412,213	57,647	469,860
Prepaid Items	10,787	74	10,861
Due from Other Funds	1,442,023	-	1,442,023
Total Assets	\$ 10,205,328	\$ 1,030,913	\$ 11,236,241
 <u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</u>			
LIABILITIES			
Accounts Payable	\$ 227,642	\$ 30,342	\$ 257,984
Accrued Expenses	109,721	11,966	121,687
Unearned Revenue	69,668	26,250	95,918
Total Liabilities	407,031	68,558	475,589
 DEFERRED INFLOWS OF RESOURCES			
Property Tax Revenue	1,941,952	-	1,941,952
 FUND BALANCES			
Nonspendable	10,787	74	10,861
Restricted	3,353,954	962,281	4,316,235
Committed	117,507	-	117,507
Assigned	1,804,824	-	1,804,824
Unassigned	2,569,273	-	2,569,273
Total Fund Balances	7,856,345	962,355	8,818,700
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 10,205,328	\$ 1,030,913	\$ 11,236,241

The accompanying notes are an integral part of the financial statements

CITY OF FORT LUPTON, COLORADO

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION-GOVERNMENTAL ACTIVITIES

December 31, 2015

TOTAL GOVERNMENTAL FUND BALANCE \$ 8,818,700

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds

Cost	42,569,035	
Less accumulated depreciation	<u>(17,358,797)</u>	25,210,238

Liabilities, including compensated absences are not due and payable in the current period and therefore are not reported in the funds:

Compensated absences	<u>(189,081)</u>	<u>(189,081)</u>
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NET POSITION OF GOVERNMENTAL ACTIVITIES \$ 33,839,857

The accompanying notes are an integral part of the financial statements

CITY OF FORT LUPTON, COLORADO

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS

For the Year Ended December 31, 2015

	<u>General</u>	<u>Non Major Governmental</u>	<u>Total 2015</u>
REVENUES			
Taxes & Assessments	\$ 5,447,755	\$ 482,808	\$ 5,930,563
Licenses & Permits	182,204	-	182,204
Intergovernmental	822,042	73,616	895,658
Charges for Services	514,670	169,534	684,204
Fines & Forfeits	241,974	-	241,974
Other	705,433	87,169	792,602
	<hr/>	<hr/>	<hr/>
Total Revenues	7,914,078	813,127	8,727,205
EXPENDITURES			
Current:			
General Government	2,688,586	-	2,688,586
Public Safety	1,572,600	-	1,572,600
Public Works	460,295	-	460,295
Culture, Parks & Recreation	-	484,036	484,036
Other	578,388	138,682	717,070
Capital Outlay	765,417	280,409	1,045,826
	<hr/>	<hr/>	<hr/>
Total Expenditures	6,065,286	903,127	6,968,413
Excess of Revenues Over (Under) Expenditures	<hr/>	<hr/>	<hr/>
	1,848,792	(90,000)	1,758,792
OTHER FINANCING SOURCES (USES)			
Transfers In	-	108,105	108,105
Transfers Out	(569,197)	(176)	(569,373)
	<hr/>	<hr/>	<hr/>
Total Other Financing Sources (Uses)	(569,197)	107,929	(461,268)
NET CHANGE IN FUND BALANCES	<hr/>	<hr/>	<hr/>
	1,279,595	17,929	1,297,524
FUND BALANCES, Beginning of Year	<hr/>	<hr/>	<hr/>
	6,576,750	944,426	7,521,176
FUND BALANCES, End of Year	<hr/>	<hr/>	<hr/>
	\$ 7,856,345	\$ 962,355	\$ 8,818,700

The accompanying notes are an integral part of the financial statements

CITY OF FORT LUPTON, COLORADO

RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCE OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES - GOVERNMENTAL ACTIVITIES

For the Year Ended December 31, 2015

NET CHANGES IN FUND BALANCE - GOVERNMENTAL FUNDS \$ 1,297,524

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.

Depreciation expense	(1,204,760)	
Net book value of disposed assets	(412)	
Capital additions	<u>1,045,825</u>	(159,347)

Compensated absences reported in the statement of activities, do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Balance at 12/31/2014	164,358	
Balance at 12/31/2015	<u>(189,081)</u>	(24,723)

Elimination of transfers between governmental funds

Transfers in	461,268	
Transfers out	<u>(461,268)</u>	-

CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES \$ 1,113,454

The accompanying notes are an integral part of the financial statements

CITY OF FORT LUPTON, COLORADO

STATEMENT OF NET POSITION

PROPRIETARY FUNDS

December 31, 2015

	Utility Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Total 2015
<u>ASSETS</u>					
CURRENT ASSETS					
Cash and Cash Equivalents	\$ 2,060,969	\$ 404,942	\$ 70,379	\$ 9,961	\$ 2,546,251
Restricted Cash	548,382	-	89,124	-	637,506
Receivables:					
Accounts Receivable	706,575	16,958	80,061	33,719	837,313
Property Tax Receivable	-	-	-	981,253	981,253
Inventory	-	-	26,841	-	26,841
Prepaid Items	550,014	-	-	-	550,014
Total Current Assets	3,865,940	421,900	266,405	1,024,933	5,579,178
CAPITAL ASSETS					
Non-Depreciable					
Land and Improvements	485,184	-	4,208,882	-	4,694,066
Water Rights	11,516,399	-	-	-	11,516,399
Construction in Progress	261,252	292,014	-	-	553,266
Depreciable					
Wells	777,975	-	-	-	777,975
Buildings	13,113,554	-	618,517	6,802,830	20,534,901
Utility System	37,568,582	338,080	-	-	37,906,662
Equipment	2,110,321	-	666,069	324,314	3,100,704
Total	65,833,267	630,094	5,493,468	7,127,144	79,083,973
Less: Accumulated Depreciation	(15,010,781)	(3,317)	(1,582,327)	(2,785,845)	(19,382,270)
Total Capital Assets	50,822,486	626,777	3,911,141	4,341,299	59,701,703
OTHER ASSETS					
Inclusion Fee	275,402	-	-	-	275,402
Total Other Assets	275,402	-	-	-	275,402
Total Assets	\$ 54,963,828	\$ 1,048,677	\$ 4,177,546	\$ 5,366,232	\$ 65,556,283

The accompanying notes are an integral part of the financial statements

CITY OF FORT LUPTON, COLORADO

STATEMENT OF NET POSITION (Continued)

PROPRIETARY FUNDS

December 31, 2015

	Utility Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Total 2015
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND EQUITY</u>					
CURRENT LIABILITIES					
Accounts Payable	\$ 172,281	\$ 47,545	\$ 54,253	\$ 18,286	\$ 292,365
Due to Other Funds	-	-	789,880	652,143	1,442,023
Accrued Expenses	24,571	-	1,563,027	22,003	1,609,601
Bonds and Loans Payable	822,621	-	1,785,000	413,912	3,021,533
Payment in Lieu of Water	54,000	-	-	-	54,000
Compensated Absences	5,589	265	1,685	5,968	13,507
Total Current Liabilities	<u>1,079,062</u>	<u>47,810</u>	<u>4,193,845</u>	<u>1,112,312</u>	<u>6,433,029</u>
LONG-TERM LIABILITIES					
Bonds Payable	4,169,117	-	-	2,714,552	6,883,669
Loans Payable	8,067,142	-	-	-	8,067,142
Compensated absences	14,370	681	4,333	15,345	34,729
Total Long-Term Liabilities	<u>12,250,629</u>	<u>681</u>	<u>4,333</u>	<u>2,729,897</u>	<u>14,985,540</u>
Total Liabilities	<u>13,329,691</u>	<u>48,491</u>	<u>4,198,178</u>	<u>3,842,209</u>	<u>21,418,569</u>
DEFERRED INFLOWS OF RESOURCES					
Property Tax Revenue	-	-	-	981,253	981,253
NET POSITION					
Net Investment in Capital Assets	37,763,606	626,777	2,126,141	1,212,835	41,729,359
Restricted for Debt Service	548,382	-	-	-	548,382
Restricted for Emergencies	-	-	-	38,582	38,582
Unrestricted	3,322,149	373,409	(2,146,773)	(708,647)	840,139
Total Net Position	<u>41,634,137</u>	<u>1,000,186</u>	<u>(20,632)</u>	<u>542,770</u>	<u>43,156,461</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 54,963,828</u>	<u>\$ 1,048,677</u>	<u>\$ 4,177,546</u>	<u>\$ 5,366,232</u>	<u>\$ 65,556,283</u>

The accompanying notes are an integral part of the financial statements

CITY OF FORT LUPTON, COLORADO

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION

PROPRIETARY FUNDS

For the Year Ended December 31, 2015

	Utility Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	2015 Total
OPERATING REVENUES					
Charges for Services	\$ 5,068,288	\$ 237,721	\$ 786,150	\$ 336,866	\$ 6,429,025
Sales of Merchandise	-	-	235,690	-	235,690
Other Income	149,864	-	116,604	26,290	292,758
Total Operating Revenues	5,218,152	237,721	1,138,444	363,156	6,957,473
OPERATING EXPENSES					
Salaries and Benefits	450,575	15,520	371,303	588,154	1,425,552
Professional Fees	29,139	3,728	15,120	-	47,987
Contract Management	879,118	-	-	-	879,118
Insurance	65,226	-	15,789	22,806	103,821
Maintenance	269,545	62	48,684	33,591	351,882
Merchandise for Resale	-	-	112,559	1,430	113,989
Supplies	60,102	1,372	86,439	53,823	201,736
Utilities	251,243	-	97,842	117,336	466,421
Water Assessments	588,534	-	-	-	588,534
Depreciation	1,084,720	1,106	90,009	234,978	1,410,813
Other	100,256	-	253,227	133,286	486,769
Total Operating Expenses	3,778,458	21,788	1,090,972	1,185,404	6,076,622
Net Operating Income (Loss)	1,439,694	215,933	47,472	(822,248)	880,851
NONOPERATING REVENUES (EXPENSES)					
Property Taxes (Pledged for Debt)	-	-	-	1,010,267	1,010,267
Investment Income (Loss)	(182,614)	278	89	14,555	(167,692)
Gain on Extinguishment of Debt	-	-	6,663,013	-	6,663,013
Gain (Loss) on Disposal of Assets	(22,928)	-	-	1,790	(21,138)
Interest Expense	(517,504)	-	(94,918)	(103,913)	(716,335)
Other	495,336	-	-	-	495,336
Total Nonoperating Revenues (Expenses)	(227,710)	278	6,568,184	922,699	7,263,451
Net Income Before Transfers	1,211,984	216,211	6,615,656	100,451	8,144,302
TRANSFERS AND CAPITAL CONTRIBUTIONS					
Transfers In	461,268	-	-	-	461,268
Capital Contributions	2,947,240	-	-	-	2,947,240
Transfers and Capital Contributions	3,408,508	-	-	-	3,408,508
Change In Net Position	4,620,492	216,211	6,615,656	100,451	11,552,810
NET POSITION, Beginning of Year	37,013,645	783,975	(6,636,288)	442,319	31,603,651
NET POSITION, End of Year	\$ 41,634,137	\$ 1,000,186	\$ (20,632)	\$ 542,770	\$ 43,156,461

The accompanying notes are an integral part of the financial statements

CITY OF FORT LUPTON, COLORADO

Statement of Cash Flows

Proprietary Funds

For The Year Ended December 31, 2015

	Utility Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Total 2015
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash Received from Customers	\$ 3,901,513	\$ 228,859	\$ 1,050,549	\$ 369,603	\$ 5,550,524
Cash Paid to Suppliers	(2,774,166)	41,940	(905,930)	(345,450)	(3,983,606)
Cash Paid to Employees	(445,987)	(15,320)	(365,285)	(586,877)	(1,413,469)
Net Cash Provided by (Used in) Operating Activities	<u>681,360</u>	<u>255,479</u>	<u>(220,666)</u>	<u>(562,724)</u>	<u>153,449</u>
CASH FLOWS FROM NON-CAPITAL AND RELATED FINANCING ACTIVITIES					
Transfers from Other Funds	461,268	-	-	-	461,268
Transfers to Other Funds	-	-	-	119,745	119,745
Property Taxes	-	-	-	436,479	436,479
Net Cash Used In Non-Capital and Related Financing Activities	<u>461,268</u>	<u>-</u>	<u>-</u>	<u>556,224</u>	<u>1,017,492</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition and Construction of Capital Assets	(4,355,575)	(292,013)	(112,709)	(65,795)	(4,826,092)
Disposal of Assets				1,790	1,790
Principal Paid on Notes and Bonds	(632,405)	-	(654,194)	(413,911)	(1,700,510)
Interest Paid on Notes and Bonds	(517,504)	-	-	(103,913)	(621,417)
Property Taxes	-	-	-	573,788	573,788
Building Permit Assessments	495,336	-	-	-	495,336
Capital Contributions	2,947,240	-	-	-	2,947,240
Net Cash Provided by (Used In) Capital and Related Financing Activities	<u>(2,062,908)</u>	<u>(292,013)</u>	<u>(766,903)</u>	<u>(8,041)</u>	<u>(3,129,865)</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest Received	22,355	278	89	14,555	37,277
Net Cash Provided by Investing Activities	<u>22,355</u>	<u>278</u>	<u>89</u>	<u>14,555</u>	<u>37,277</u>
NET INCREASE(DECREASE) IN CASH AND CASH EQUIVALENTS	(897,925)	(36,256)	(987,480)	14	(1,921,647)
CASH AND CASH EQUIVALENTS, Beginning of Year	<u>3,507,276</u>	<u>441,198</u>	<u>1,146,983</u>	<u>9,947</u>	<u>5,105,404</u>
CASH AND CASH EQUIVALENTS, End of Year	<u>\$ 2,609,351</u>	<u>\$ 404,942</u>	<u>\$ 159,503</u>	<u>\$ 9,961</u>	<u>\$ 3,183,757</u>
Cash and Cash Equivalents	\$ 2,060,969	\$ 404,942	\$ 70,379	\$ 9,961	\$ 2,546,251
Restricted Cash	548,382	-	89,124	-	637,506
CASH AND CASH EQUIVALENTS, End of Year	<u>\$ 2,609,351</u>	<u>\$ 404,942</u>	<u>\$ 159,503</u>	<u>\$ 9,961</u>	<u>\$ 3,183,757</u>

The accompanying notes are an integral part of the financial statements

CITY OF FORT LUPTON, COLORADO

Statement of Cash Flows

Proprietary Funds

For The Year Ended December 31, 2015

	<u>Utility Enterprise Fund</u>	<u>StormWater Drainage Fund</u>	<u>Golf Course Fund</u>	<u>Recreation Center Fund</u>	<u>Total 2015</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:					
Operating Income (Loss)	1,439,694	215,933	47,472	(822,248)	880,851
ADJUSTMENTS TO RECONCILE OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:					
Depreciation	1,084,720	1,106	90,009	234,978	1,410,813
Changes in Assets and Liabilities:					
Accounts Receivable	(338,639)	(8,862)	(80,061)	6,447	(421,115)
Prepaid Expenses	(456,531)	-	-	-	(456,531)
Inventory	-	-	(7,834)	-	(7,834)
Accounts Payable	17,356	47,102	33,850	13,337	111,645
Accrued Expenses	(87,240)	200	6,018	4,762	(76,260)
Unearned Revenues	(978,000)	-	-	-	(978,000)
Due To Other Funds	-	-	(310,120)	-	(310,120)
Total Adjustments	<u>(758,334)</u>	<u>39,546</u>	<u>(268,138)</u>	<u>259,524</u>	<u>(727,402)</u>
Net Cash Provided by (Used In) Operating Activities	<u>\$ 681,360</u>	<u>\$ 255,479</u>	<u>\$ (220,666)</u>	<u>\$ (562,724)</u>	<u>\$ 153,449</u>

The accompanying notes are an integral part of the financial statements

NOTES TO THE FINANCIAL STATEMENTS

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Fort Lupton (City) incorporated on February 4, 1890. In compliance with the Colorado Revised Statutes, the City Council is the policy making legislative body of the City. Council is made up of six members from three wards. The Mayor is elected at large and can vote on all matters. Two-thirds vote of the Council is required to pass, change or veto any ordinance.

The accounting policies of the City conform to generally accepted accounting principles as applicable to governments. The following is a summary of the more significant policies.

Reporting Entity

The determination to include separate governmental entities is based on the criteria of Governmental Accounting Standards Board (GASB), which defines the reporting entity as the primary government and those component units for which the primary government is financially accountable. To be financially accountable, a voting majority of the component unit's board must be appointed by the primary government, and either A) the primary government must be able to impose its will, or B) the primary government may potentially benefit financially or be financially responsible for the component unit.

Management has considered all potential component units in defining the City for financial reporting purposes. As required by generally accepted accounting principles, these financial statements present the City of Fort Lupton (the primary government) and its component units. The component units are included in the City's reporting entity because of the significance of their operational of financial relationship with the City.

Discretely Presented Component Units

The Fort Lupton Urban Renewal Authority (FLURA) was established by Resolution 2014R43 on August 18, 2014 as an independent organization under Colorado Law with the objective of carrying on urban renewal activities. The FLURA board is appointed by the Mayor with the consent of the City Council. The City council will have no authority to modify or approve FLURA's budget. The City will not be able to significantly influence the programs and decisions of the FLURA board. FLURA does not issue separate financial statements.

The Fort Lupton Public and School Library (Library) was created in 1976 by an intergovernmental agreement between the City and Weld County School District RE-8 (the School). In 1985 the City and School entered into an intergovernmental agreement with Weld County and five other municipalities to create the Weld County Library District, now High Plains Library District. The City and the School appoint 3 members of the seven member Library board. The six appointed members appoint their seventh member. The Library is currently funded by a property tax levied by the High Plains Library District. The City council approves by resolution the budget set by the Library board but has no ability to significantly influence the programs and running of the Library. The Library does not issue separate financial statements.

Basis of Presentation

The objectives of the statements are to establish a basic financial reporting model that will result in greater accountability by governments, while providing more useful information to a wider range of users.

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

The City's basic financial statements consist of government-wide statements, including a statement of net position and a statement of activities and fund financial statements, which provide a more detailed level of financial information.

Government-wide Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the City as a whole and its component units. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes and City general revenues, from business-type activities, generally financed in whole or in part with usage fees charged. For the most part, the effect of inter-fund activity has been removed from these statements.

The statement of net position presents the financial position of the governmental and business-type activities of the City at year-end.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the City's governmental activities and for each identifiable activity of the business-type activities of the City. Direct expenses are those that are specifically associated with a function and therefore clearly identifiable to that particular function. The City does not allocate indirect expenses to functions in the statement of activities.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include: (1) charges for services which report fees and other charges to users of the City's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets.

These revenues are subject to externally imposed restrictions to these program uses. For identifying to which function program revenue pertains, the determining factor for *charges for services* is which function *generates* the revenue. For *grants and contributions*, the determining factor is to which functions the revenues are *restricted*.

Taxes and other revenue sources not properly included with program revenues are reported as general revenues of the City. The comparison of direct expenses with program revenues identifies the extent to which each governmental function and each identifiable business activity is self-financing or draws from the general revenues of the City.

The government-wide financial statements are reported using the *economic resource measurement focus* and the *accrual basis of accounting*, as are the proprietary finds. Revenues are recorded when earned and liabilities are recorded when incurred regardless of the timing of cash flows.

Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collected within the

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

current year or soon thereafter to pay liabilities of the current year. For this purpose the City considers revenues available if they are collected within 60 days of the end of the current year.

Taxes, intergovernmental revenues, and interest associated with the current year are considered to be susceptible to accrual and so have been recognized as revenues in the current year. All other revenues are considered to be measurable and available only when cash is received.

During the year, the City segregates transactions related to certain City functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the City at this more detailed level. Fund financial statements are provided for governmental and proprietary funds.

Major individual governmental and the enterprise funds are reported in separate columns. The General Fund is the only major governmental fund and accounts for the general activities of the City including administration, community policing, community development, and public works.

Governmental Funds - Governmental accounting systems should be organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are separate for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

General Fund - The General Fund is the general operating fund of the City. All general tax revenues and other receipts that are not allocated by law to another fund are used to finance general operating expenditures.

Special Revenue Funds - Special Revenue Funds (Conservation Trust, Perpetual Care Cemetery, Memorial Trust Fund, and Culture, Parks, and Recreation Sales Tax) are established to account for revenues derived from specific taxes or other restricted revenue sources which finance specific activities as required by law or administrative action.

Proprietary Funds - The focus of the proprietary funds is on the measurement of net income (e.g., revenues, expenses). This measurement focus allows the proprietary fund to report all assets and liabilities associated with an activity.

Enterprise Funds are established to account for the financing where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

There are four major enterprise funds:

Utilities Enterprise Fund – includes all activities relating to the City’s water and sanitary sewer systems.

Storm Water Drainage Fund – includes maintenance, repair of all lines and installation of new storm drainage lines.

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

Golf Course Fund – provides pro-shop and restaurant services and repair and maintenance of the golf course, club house and restaurant.

Recreation Center Fund – provides recreational services including exercise classes and equipment, gym facilities and a swimming pool.

Measurement Focus

Government-wide Financial Statements - The government-wide financial statements are prepared using the economic resources measurement focus. All assets and all liabilities associated with the operation of the City are included on the statement of net position. The statement of activities reports revenues and expenses.

Fund Financial Statements - All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures and changes in fund balances reports the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements therefore include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the governmental fund statements.

Like the government-wide statements, the proprietary fund type is accounted for on a flow of economic resources measurement focus on both financial reporting levels. All assets, deferred outflows of resources, liabilities, and deferred inflows of resources associated with the operation of this fund are included on the statements of net position. The statements of changes in fund net position present increases (i.e., revenues) and decreases (i.e., expenses) in total net position. The statement of cash flows provides information about how the City finances and meets the cash flow needs of its proprietary activities.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Statement of Cash Flows

For purposes of the statement of cash flows, the City considers highly liquid investments with maturity of three months or less at date of purchase to be cash equivalents.

Pooled Cash

The City has a single checking account for all cash transactions, with separate accounting into each fund. An overdraft in one fund will not result in returned checks with the single checking accounts. At December 31, 2015, the checking account of the City shows a positive bank balance. Any fund that issued checks in excess of its available funds from the checking account is treated as having borrowed cash from other funds.

CITY OF FORT LUPTON
 NOTES TO THE FINANCIAL STATEMENTS
 For the Year Ended December 31, 2015

Capital Assets

Capital assets, which include land, buildings, equipment, water shares and all infrastructure owned by the City, are reported in the applicable governmental or business type activities columns in the government-wide financial statements and the proprietary funds. Capital assets are defined by the City as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year.

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets, including water rights, fire hydrants, water and sewer lines from sub-dividers and property owners, are recorded at estimated fair market value at the time received.

Acquisitions of capital assets are recorded as capital outlay expenditures within the governmental funds.

Depreciation is charged as an expense against their operations and accumulated depreciation is reported on proprietary fund balance sheets.

Depreciation has been provided using the straight-line method over the estimated useful lives as follows:

<u>Description</u>	<u>Estimated Useful life</u>
Water Rights	N/A
Land & Improvements	0-50
Buildings & Improvements	0-50
Streets	20-50
Distribution Systems	10-100
Machinery & Equipment	5-10

Revenues – Exchange Transactions - Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On the modified accrual basis, revenue is recorded when the exchange takes place and in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the City, the phrase “available for exchange transactions” means expected to be received within 60 days of year-end.

Revenues - Non-exchange Transactions - Non-exchange transactions in which the City receives value without directly giving equal value in return include property taxes, specific ownership taxes, grants, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions also must be available (i.e., collected within 60 days) before it can be recognized.

Unearned Revenue – An acquisition of net position that applies to future periods and is not recognized as revenue in the current period. The City’s unearned revenues consist primarily of revenue for the sale of bulk water for industrial use.

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

Deferred Outflows/Inflows of Resources – In addition to assets, the statement of financial position will sometimes report a separate section as deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to future periods and is not recognized as an outflow of resources (expense/expenditure) in the current period. The City has no items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section as deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to future periods and is not recognized as an inflow of resources (revenue) in the current period. The City has one item reported in this category. Property tax revenue which is considered a deferred inflow of resources in the year the taxes are levied and measurable and recognized as an inflow of resources in the period they are collected.

Basis of Accounting

Since property taxes are levied in December (i.e., there is a legal claim) for the next calendar year's operations, the total levy is reported as taxes receivable and a deferred inflow of resources.

Those revenues susceptible to accrual are property taxes, use tax, tobacco tax, highway user tax, and franchise fees. Sales taxes collected and held by the state for the current year on behalf of the City are also recognized as revenue. Fines, permits and license revenues are not susceptible to accrual, generally they are not measurable until received in cash.

Grants and entitlements received before the eligibility requirements are met (e.g., cash advances) also are recorded as unearned revenue.

Expenses/Expenditures - On the accrual basis of accounting, expenses are recognized at the time they are incurred. On the modified accrual basis, expenditures generally are recognized in the accounting period in which the related fund liability is incurred and due, if measurable.

Budget and Budgetary Accounting

An annual budget and appropriation resolution is adopted by the City Council in accordance with Colorado State Statutes. The City adopts annual budgets on a basis consistent with general accepted accounting principles for all governmental funds. The budget for the proprietary funds are adopted on a non GAAP basis. The appropriated budget is adopted at the fund level. On or about October 15th, the finance department submits to the Council a proposed budget for the next fiscal year beginning January 1st. The operating budget includes proposed expenditures and the revenues or reserves used to finance them. A public hearing is conducted in October at a special meeting to obtain comments from citizens. The budget must be adopted before the mill levy certification deadline of December 15th.

Property Taxes

Under Colorado law, all property taxes become due and payable in the year following that in which they are levied. Property taxes are recognized as revenue when received by the County Treasurer. The 2015 fiscal year property tax calendar for Weld County was as follows:

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

Lien Date	January 1
Levy Date	December 29
Tax bills mailed	January 1
First installment due	February 28
Second installment due	June 15
If paid in full, due	April 30
Tax sale - delinquent property taxes	November 6

Accumulated Unpaid Vacation and Sick Leave

Under terms of City personnel policies, City employees are granted vacation and sick leave in varying amounts. In the event of termination or retirement, an employee who was hired prior to February 14, 2001 is paid for accumulated vacation days up to a maximum of 30 days. They are also paid 50% of their accumulated sick leave up to a maximum of 90 days. An employee hired after February 14, 2001 is paid for accumulated vacation days up to a maximum of 30 days. They are paid 25% of accumulated sick leave up to a maximum of 90 days.

Inventory

Inventory is valued at cost (first-in, first-out) in the proprietary funds. Inventory in all other funds is not recorded, as it is not significant. The cost is recorded as an expenditure when the individual inventory items are purchased.

Prepaid Items

Payments made to vendors for services that will benefit periods beyond the current year end are recorded as other current assets in the government-wide financial statements and will be reported as expenditures in the following year.

Fund Equity

Fund equity at the governmental fund financial reporting level is classified as “fund balance.” Fund equity for all other reporting is classified as “net position.”

Fund Balance – Generally, fund balance represents the difference between the current assets and current liabilities and deferred inflows of resources. In the fund financial statement, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purpose for which amounts in those funds can be spent. Fund Balances are classified as follows:

- **Nonspendable** – Fund balances are reported as nonspendable when amounts cannot be spent because they are either (a) not in spendable form (i.e., items that are not expected to be converted to cash) or (b) legally or contractually required to be maintained intact.
- **Restricted** – Fund balances are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

- **Committed** – Fund balances are reported as committed when they can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council through the adoption of a resolution. The City Council also may modify or rescind the commitment.
- **Assigned** – Fund balances are reported as assigned when amounts are constrained by the City’s intent to be used for specific purposes, but are neither restricted nor committed. Through resolution, the City Council has authorized the City’s Finance Director to assign fund balances.
- **Unassigned** – Fund balances are reported as unassigned as the residual amount when the balances do not meet any of the above criterion. The City reports positive unassigned fund balances only in the general fund. Negative unassigned fund balances may be reported in all funds.

Minimum Fund Balance Requirement- Resolution 98-035 set the minimum fund balances as follows: The Culture, Parks & Recreation Sales Tax Fund must maintain the 3% emergency reserve defined under Article X, Section 20 to the Colorado Constitution also known as the Taxpayer’s Bill of Rights (TABOR); the General Fund, Utility Enterprise Fund and the Golf Enterprise Fund are required to maintain the 3% TABOR reserve plus an additional 10% in emergency reserves. Ordinance 2012-950 created a contingency reserve starting with \$500,000 transferred from the General Fund’s fund balance. A percentage of the General Fund’s property tax is transferred to the contingency reserve annually. In 2015 the percentage transferred was 2% set and was set by council as part of the budget process.

Flow Assumptions – When both restricted and unrestricted amounts of fund balances are available for use for expenditures incurred, it is the City’s policy to use restricted amounts first and then unrestricted amounts as they are needed. For unrestricted amounts of fund balance, it is the City’s policy to use fund balance in the following order:

- Committed
- Assigned
- Unassigned

Net Position - Net position represents the difference between assets and liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, and reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. Net position is reported as restricted as described in the fund balance section above. All other net position is reported as unrestricted.

Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. All other net positions is reported as unrestricted.

Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the enterprise fund. For the City, these revenues are charges for services. Operating expenses are necessary costs incurred to provide the good or services.

CITY OF FORT LUPTON
 NOTES TO THE FINANCIAL STATEMENTS
 For the Year Ended December 31, 2015

Interfund Activity

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds and after the non-operating revenues/expenses section in the enterprise funds. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented on the financial statements. Transfers between governmental and business-type activities on the government-wide statement of activities are reported as general revenues. Transfers between funds reported in the governmental activities column are eliminated.

NOTE 2: CASH AND INVESTMENTS

As of December 31, 2015 The City had the following cash and investments.

Type	Rating	Carrying Value
Deposits:		
Cash on hand		\$ 4,350
Demand deposits		7,213,799
JP Morgan Chase Bank-CD		99,980
Investments		
Money Market	AAAm by S & P	175,906
ColoTrust	AAAm by S & P	2,702,514
CSAFE	AAAm by S & P	115,187
Total deposits and investments		\$ 10,311,736
Reconciliation to Statement of net position		
Current:		
Cash and investments		\$ 9,674,230
Restricted cash		637,506
Total deposits and investments		\$ 10,311,736

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local government entities may invest. The allowed investments include local government investment pools and obligations of the United States Government, and certain other investment types.

The City maintains a cash pool that is available for use by all funds.

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash only in eligible public depositories. Eligibility is determined by state regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by the financial institution. The eligible collateral is determined by the PDPA.

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

PDPA allows the financial institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution and held in trust for all the uninsured public deposits as a group. Colorado State Statutes require the market value of the collateral to be at least 102 percent of the aggregate uninsured deposits.

Interest Rate Risk - The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. State statute limits investment maturities to five years or less. Investments in local government pools and money market accounts have a maturity of less than one year.

Credit Risk - State law limits investments in commercial paper, corporate bonds, and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organizations. The City has no investment policy that would further limit its investment choices.

Concentration of Credit Risk - The City places no limit on the amount the City may invest in any one issuer.

The City invests excess funds under the prudent investor rule. The criteria for selection of investments and their order of priority are: 1) safety; 2) liquidity; and 3) yield.

The City invests in two investment pools, the Colorado Liquid Assets Trust (COLOTRUST) and Colorado Surplus Asset Fund Trust (CSAFE). COLOTRUST and CSAFE operate under the Colorado Revised Statutes (24-75-701) and are overseen by Colorado Securities Commissioner. The pool invests in securities that are specified by the Colorado Revised Statutes (24-75-601). Authorized securities include U.S. treasuries, U.S. Agencies, commercial paper (rated A1 or better) and bank deposits (collateralized through PDPA). The pools are rated AAAM by the Standard & Poor's Corporation.

Discretely Presented Component Units

As of December 31, 2015 the Library had the following cash and investments

Type	Rating	Carrying Value
Deposit:		
Cash on hand		\$ 307
Demand deposits		1,721,127
Bank of Colorado Money Market	Not rated	38,532
Bank of Colorado CD	Not rated	16,628
Bank of Colorado CD	Not rated	15,000
Bank of Colorado CD	Not rated	12,161
Bank of Colorado CD	Not rated	2,778
Bank of Colorado CD	Not rated	10,000
Bank of Colorado CD	Not rated	8,000
Bank of Colorado CD	Not rated	10,000
Total deposits		\$ 1,834,533
Reconciliation to Statement of net position		
Current:		
Cash and investments	Inve	\$ 1,721,434
Investments		113,099
Total deposits and investments		\$ 1,834,533

CITY OF FORT LUPTON
 NOTES TO THE FINANCIAL STATEMENTS
 For the Year Ended December 31, 2015

NOTE 3: RESTRICTED CASH AND INVESTMENTS

The restricted cash in the Enterprise Funds represents special development loan accounts, and specific use funds.

Enterprise Fund		
2000 Water & Wastewater Bonds	\$	178,704
2005 Series B Bond		369,678
Bank of Oklahoma – Golf Course		89,124
Total Restricted	<u>\$</u>	<u>637,506</u>

NOTE 4: INTERFUND RECEIVABLES, PAYABLE AND TRANSFERS

	General Fund	Non-Major Funds	Utility Enterprise Fund	Recreation Center Enterprise Fund	Golf Course Enterprise Fund	Total
Due From Golf Enterprise Fund	\$ 1,372,177	\$ 347,847	\$ 548,428	\$ -	\$ -	\$ 2,268,452
Golf – Allowance for Doubtful Receivables	(582,297)	(347,847)	(548,428)	-	-	(\$1,478,572)
Due From Recreation Center	652,143	-	-	(652,143)		-
Due to the General Fund	-	-	-	-	(789,880)	(789,880)
Total	<u>\$ 1,442,023</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(\$652,143)</u>	<u>(\$789,880)</u>	<u>\$ -</u>

The General Fund, Culture Parks and Recreation Sales Tax Fund, and the Utility Enterprise Fund loaned cash to the Golf Enterprise Fund during the initial startup for the purpose of funding operations. The loans have been written off as there is no expectation of repayment.

In 2015 the Golf Enterprise Fund made an offer to purchase all outstanding warrants (see note 14). The offer was funded by a \$1,100,000 loan from the General Fund. At the close of the offer the cash remaining from the untendered bonds of \$310,120 was repaid to the General Fund. The loan due from the Golf Course to the General Fund as of December 31, 2015 is \$789,880.

Over a period of 10 years, from 2006-2012, the General Fund loaned \$746,243 in cash to the Recreation Center Enterprise Fund for operations. In 2013 Recreation revenues increased \$278,425 and were used to reimburse the General Fund. Revenues in 2014 and 2015 were insufficient to cover operations. The General Fund loaned the Recreation Center \$64,533 in 2014 and \$119,792 in 2015.

In the Utility Enterprise Fund, the A1 Golf Bonds purchased in 2000 were adjusted to an estimated fair market value as required by GAAP. In December 2014 the Golf Course made an offer to purchase all outstanding bonds (see note 14) and the Utility Fund accepted the offer in March 2015. The Utility fund received \$20,000 and wrote off the remaining fair market value of \$184,973.

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

City ordinance requires the sales tax for debt service of the utility fund be collected by a separate fund. The funds are moved monthly to cover a portion of the debt service.

Transfers In:	Transfers Out:
	<u>General Fund</u>
Governmental Funds:	
Non-Major Funds	
Culture, Parks & Recreation Sales Tax Fund	\$ 52,511
Perpetual Care Cemetery	55,418
	<u>Memorial Fund</u>
Perpetual Care Cemetery	176
	<u>General Fund</u>
Proprietary Fund:	
Major Fund	
Utility Enterprise Fund	461,268
	<u>\$ 569,373</u>

The general fund transfers 100% of the museum's expenditures to the Culture, Parks and Recreation Sales Tax (CPR Fund). This transfer insures none of the sales tax collected for the operation of the CPR fund are used in for purposes not approved by the voters.

NOTE 5: CAPITAL ASSETS

Primary Government Capital Asset activity for the year ended December 31, 2015 is as follows:

	<u>Balance</u> <u>1/1/2015</u>	<u>Additions</u>	<u>Disposals</u>	<u>Transfers</u>	<u>Balance</u> <u>12/31/2015</u>
Government Activities					
Capital Assets not Being Depreciated					
Land	\$ 8,919,636	\$ -	\$ -	\$ -	\$ 8,919,636
Water Rights	323,700	-	-	-	323,700
Construction in Progress	256,191	149,678		(184,717)	221,152
Total Capital Assets not Being Depreciated	<u>9,499,527</u>	<u>149,678</u>	<u>-</u>	<u>(184,717)</u>	<u>9,464,488</u>
Capital Assets Being Depreciated					
Building and Improvements	4,895,381	328,434	(36,545)	6,197	5,193,467
Equipment and Machinery	2,792,593	276,836	-	178,520	3,247,949
Furniture and Fixtures	18,059	-	-	-	18,059
Infrastructure	24,354,195	290,877	-	-	24,645,072
Total Capital Being Depreciated	<u>32,060,228</u>	<u>896,147</u>	<u>(36,545)</u>	<u>184,717</u>	<u>33,104,547</u>
Total Capital Assets	<u>41,559,753</u>	<u>1,045,825</u>	<u>(36,545)</u>	<u>-</u>	<u>42,569,035</u>

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

	<u>Balance</u> <u>1/1/2015</u>	<u>Additions</u>	<u>Disposals</u>	<u>Transfers</u>	<u>Balance</u> <u>12/31/2015</u>
Government Activities					
Accumulated Depreciation					
Buildings and Improvements	(2,539,358)	(168,872)	36,133	(1,541)	(2,673,638)
Equipment and Machinery	(1,901,514)	(240,903)	-	1,541	(2,140,876)
Furniture and Fixtures	(18,060)	-	-	-	(18,060)
Infrastructure	(11,731,238)	(794,985)	-	-	(12,526,223)
Total Accumulated Depreciation	(16,190,170)	(1,204,760)	36,133	-	(17,358,797)
Depreciated Capital Assets, Net	15,870,058	(308,613)	(412)	184,717	15,745,750
Government Activities Capital Assets, Net	\$ 25,369,585	\$ (158,935)	\$ (412)	\$ -	\$ 25,210,238
Business-Type Activities					
Capital Assets not Being Depreciated					
Land	\$ 4,688,316	\$ 5,750	\$ -	\$ -	\$ 4,694,066
Water Rights	11,314,199	202,200	-	-	11,516,399
Construction in Progress	700,764	492,766	-	(640,264)	553,266
Total Capital Assets not Being Depreciated	16,703,279	700,716	-	(640,264)	16,763,731
Capital Assets Being Depreciated					
Wells	775,746	46,003	(43,774)	-	777,975
Buildings	20,522,421	20,580	(8,100)	-	20,534,901
Utility Systems	33,486,142	3,780,256	-	640,264	37,906,662
Equipment	3,057,695	278,537	(235,528)	-	3,100,704
Total Capital Being Depreciated	57,842,004	4,125,376	(287,402)	640,264	62,320,242
Total Capital Assets	74,545,283	4,826,092	(287,402)	-	79,083,973
Accumulated Depreciation					
Wells	(375,645)	(25,410)	20,848	-	(380,207)
Buildings	(8,149,998)	(718,701)	8,100	-	(8,860,599)
Utility Systems	(7,303,246)	(562,016)	-	-	(7,865,262)
Equipment	(2,407,042)	(104,686)	235,526	-	(2,276,202)
Total Accumulated Depreciation	(18,235,931)	(1,410,813)	264,474	-	(19,382,270)
Depreciated Capital Assets, Net	39,606,073	2,714,563	(22,928)	640,264	42,937,972
Business-Type Activities Capital Assets, Net	\$ 56,309,352	\$ 3,415,279	\$ (22,928)	\$ -	\$ 59,701,703

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

	Amount
Depreciation By Function	
Governmental Activities:	
General Government	\$ 45,337
Public Safety	76,966
Public Works	893,850
Cemetery	5,977
Culture, Parks & Recreation	182,630
Total depreciation for governmental activities	\$ 1,204,760
Business-Type Activities:	
Utility	\$ 1,084,720
Storm Drainage	1,106
Golf Course	90,009
Recreation	234,978
Total depreciation for business-type activities	\$ 1,410,813

Discretely Presented Component Units Capital Asset activity for the year ended December 31, 2015 is as follows:

The Library has no investment in capital assets. The Library building is part of Fort Lupton High School and is owned by Weld County School District RE-8. Although the Library owns all the contents, collections, and equipment in the Library none of these items exceed the \$5,000 limit required for capitalization.

FLURA has no investments in capital assets.

NOTE 6: LEASE AGREEMENT

The City entered into an agreement to sublease/sell a parcel of real property known as "The Fort" at a total contract amount of \$125,000 to the South Platte Valley Historical Society (a nonprofit organization) to be used for historical preservation purposes. The South Platte Valley Historical Society agreement provides for annual rental payments of \$1,000 payable December 31, 1992, through December 31, 1996, followed by \$3,000 annual payments through December 31, 2001, and finally, annual payments of \$5,250 through December 31, 2021. There is no interest provided in the agreement. The agreement provides that the Historical Society has the option on any payment date to pay the entire principal balance plus one dollar and own the property. On December 31, 2015 the receivable was \$31,500.

NOTE 7: NOTES AND BONDS PAYABLE AND CHANGES IN LONG-TERM DEBT

	<u>Balance</u> <u>1/1/2015</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance</u> <u>12/31/2015</u>	<u>Due in</u> <u>1 Year</u>
<u>Enterprise Funds-Utility:</u>					
\$4,396,456 Carter Lake Pipeline Construction Loan from the State of Colorado through the Colorado	\$2,608,381	-	\$108,548	\$2,499,833	\$110,718

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

	<u>Balance</u> <u>1/1/2015</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance</u> <u>12/31/2015</u>	<u>Due in</u> <u>1 Year</u>
Water Conservation Board. The forty-year loan requires annual payments of \$160,716 beginning January 1, 1997, and provides for interest at 2%.					
\$6,000,000 Revenue Bond, Series 1995, owned by the United States of America for the Big Water Project. Principal payments due in yearly installments of \$53,000 in 1998 with additional increases through 2035. Principal and interest is payable each December 1 and June 1, with interest at 5.125%. The debt is a revenue obligation of the City, payable from Water Fund Revenue.	4,563,000	-	4,563,000	-	-
\$5,500,000 Revenue Bond, Series 1996, owned by the United States of America for the Big Water Project. Interest only to September 1, 1997, with principal payments starting March 1, 1998 through 2036. Principal and interest are payable each September 1 and March 1, thereafter, with additional interest at 5.125%. The debt is a revenue obligation of the City payable from Water Fund Revenue.	4,289,900	-	4,289,900	-	-
\$8,902,556 Loan from the Bank of Colorado. This fifteen year loan requires monthly payments of \$62,203 for the first five years with an interest rate of 3.125%. At five year increments the interest rate will change based on the Federal Home Loan Bank of Topeka Advanced Rate Plus 1.65 percentage points per annum. In no event will interest be less than 3.125% or higher than 5.125%		8,902,557	353,510	8,549,047	481,902

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

	<u>Balance</u> <u>1/1/2015</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance</u> <u>12/31/2015</u>	<u>Due in</u> <u>1 Year</u>
<p>\$2,300,000 Revenue Bond, Series 2005, owned by the Colorado Water Resources and Power Development Authority for the purchase of 3 units of Windy Gap water. Principal payment due on November 1, 2006 through 2025. Principal and interest are payable each May 1 and November 1, thereafter, with interest rates varying between 3% to 4.625%.</p>	1,480,000	-	110,000	1,370,000	115,000
<p>\$1,850,000 Water Fund Revenue Anticipation Warrants, Series 2000, construction expansion of the water plant. Principal payments due in increasing amounts from \$60,000 in 2001 to \$140,000 in 2020 and interest rates varying from 4.35% in 2001 to 5.3% in 2020. The warrants are a special revenue obligation of the Utility Enterprise Fund payable from net operating income of the water system.</p>	750,000	-	110,000	640,000	115,000
<p><u>Recreation Center Fund:</u></p> <p>\$4,930,000 Principal with a \$139,108 Premium, General Obligation Bond Series 2011 for the construction of the Recreation Center refinanced October 28, 2015. Principal and interest payments due December 1 starting in 2015 ending December 1, 2022. Interest only payments due Jun 1 starting 2015. Interest rates start at 3.0% in 2015 and increase to 3.5%.</p>	3,445,000	-	400,000	3,045,000	400,000
<p>Remaining Bond Premium</p>	97,379		13,913	83,466	13,913
<p><u>Golf Enterprise Fund:</u></p> <p>\$5,900,000, Bond for construction of a Golf Course, went into default in 2002</p>	5,800,000	-	4,015,000	1,785,000	1,785,000
<p>Total Business Type Activities</p>	\$23,033,660	\$8,902,557	\$13,963,871	\$17,972,346	\$3,021,533

CITY OF FORT LUPTON
 NOTES TO THE FINANCIAL STATEMENTS
 For the Year Ended December 31, 2015

Golf Enterprise Fund bonds are classified as current bond payable. (Please see 14.)

	Balance 1/1/2015	Additions	Retirements	Balance 12/31/2015	Due in 1 Year
<u>Governmental Activities</u>					
Accrued Compensated Absences	\$ 164,358	\$ 206,211	\$ (181,488)	\$ 189,081	\$ 52,943
<u>Business Type Activities</u>					
Accrued Compensated Absences	\$ 46,080	\$ 45,673	\$ (43,517)	\$ 48,236	\$ 13,507

The City will liquidate compensated absences in the General, Utility Enterprise, Storm Water Drainage and Recreation Center funds.

The annual requirements to amortize all debt outstanding, excluding accrued compensated absences, as of December 31, 2015 are as follows:

	Business Type Activities	
	Bonds and Notes Payable	
	Principal	Interest
2016	\$ 3,021,533	\$ 504,595
2017	1,274,996	465,320
2018	1,313,270	424,501
2019	1,347,103	380,928
2020	1,390,936	336,721
2021-2025	5,352,098	1,066,240
2026-2030	3,687,283	359,331
2031-2035	585,125	28,689
Total	<u>\$ 17,972,344</u>	<u>\$ 3,566,325</u>

The principal of outstanding debt due in 2015 includes the default bonds of the Golf Course, amounting to \$1,785,000 after the tender offer.

Discretely Presented Component Units long term debt activity for the year ended December 31, 2015

FLURA General Fund

A ten year \$50,000 loan from the City to FLURA. There are no interest rates specified in the loan

Library General Fund

	Balance 1/1/2015	Additions	Retirements	Balance 12/31/2015	Due in 1 Year
<u>Governmental Activities</u>					
Accrued Compensated Absences	\$ 72,600	\$ 66,255	\$ (64,396)	\$ 74,459	\$ 20,849

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

NOTE 8: NET POSITION AND FUND BALANCE

Net position:

Net investment in capital assets reported on the government-wide statement of net position as of December 31, 2015 are as follows:

	Governmental Activities	Business- Type Activities
Net Investment in capital assets		
Cost of capital assets	\$ 42,569,035	\$ 79,083,973
Less accumulated depreciation	(17,358,797)	(19,382,270)
Book value	<u>25,210,238</u>	<u>59,701,703</u>
Less capital related debt		(17,888,880)
Less deferred refunding amounts and bond premiums and discounts (net)		<u>(83,464)</u>
Net investment in capital assets	<u>\$ 25,210,238</u>	<u>\$ 41,729,359</u>

The deficit of \$20,632 in the Golf Course Fund is the result of excess expenses which is principally the debt service expense.

Primary Government's nonspendable, restricted, committed and assigned fund balances of the governmental funds consist of the following:

	General Fund	Non-Major Governmental Funds	Total
<i>Restricted Fund Balance</i>			
<u>Emergency Reserves</u> – A portion restricted for emergencies as defined under Article X, Section 20 to the Colorado Constitution also known as the Taxpayer's Bill of Rights (TABOR)	\$ 237,422	\$ 24,364	\$ 261,786
<u>Children's Fund</u> – Private donations made to the police department	6,629	-	6,629
<u>Street Sales Tax</u> – used to maintain, build and replace streets, sidewalks, curbs and gutters	1,527,542	-	1,527,542
<u>Water Sales Tax</u> – to support maintenance of water systems, assure quality and quantity and acquire water	1,582,361	-	1,582,361
<u>Culture Parks & Recreation Sales Tax Fund</u> – to provide culture and recreation programs and maintain parks	-	779,421	779,421
<u>Perpetual Care Cemetery Fund</u> – maintain	-	27,491	27,491

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

	General Fund	Non-Major Governmental Funds	Total
cemetery grounds, provide services and acquire new property			
<u>Memorial Trust Fund</u> – administer funds donated to the cemetery	-	3,080	3,080
<u>Conservation Trust Fund</u> – for the administration of lottery funds.	-	127,925	127,925
Total Restricted Fund Balance	3,353,954	962,281	4,316,235
Committed Fund Balance:			
Police Equipment	7,244	-	7,244
Victims Compensation	110,263	-	110,263
Total Committed Fund Balance	117,507	-	117,507
Assigned Fund Balance:			
Fireworks	7,500	-	7,500
Boys & Girls Club Building Fund	50,071	-	50,071
IT Equipment	20,000	-	20,000
Subsequent Year Expenditures	1,727,253	-	1,727,253
Total Assigned Fund Balance	1,804,824	-	1,804,824
Non-spendable	10,787	74	10,861
Unassigned	2,569,273	-	2,569,273
Total Fund Balance	\$ 7,856,345	\$ 962,355	\$ 8,818,700

The Restricted Fund Balance of \$586,964 in the Proprietary Funds is primarily for debt service. The Recreation Center Fund has an additional \$38,582 restricted for emergencies.

Discretely Presented Component Units restricted and unassigned fund balances are as follows.

	Library General Fund	FLURA General Fund	Total
Restricted Fund Balance			
<u>Emergency Reserves</u> – A portion restricted for emergencies as defined under Article X, Section 20 to the Colorado Constitution also known as the Taxpayer’s Bill of Rights (TABOR)	\$ 39,755	-	39,755
<u>Restricted Donations</u> – Private donations made to the library	113,099	-	113,099
Total Restricted Fund Balance	152,854	-	152,854
Unassigned	1,531,740	(9,117)	1,522,623
Total Fund Balance	\$ 1,684,594	(9,117)	1,675,477

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

NOTE 9: RETIREMENT PLAN

The City and its employees participate in a defined contribution pension plan with AIG Retirement.

A defined contribution plan states that contributions of the employee and contributions of the City are, although invested jointly, maintained in separate accounts for each employee. The amount of benefit to be received at retirement is determined by the amount of monies accumulated in the employee's account at the time of retirement. All sworn police department employees contribute 9.7% of their salaries to the plan with all other employees contributing 4.0% of their salaries to the plan. The total amount of the City's current year covered payroll was \$3,335,380 and the total current year payroll was \$3,762,653. The City matches the respective contributions, with the total contribution made by the City during 2015 amounting to \$187,548.

The FPPA of the State of Colorado continues to provide death and disability to all police officers in accordance with state statutes, Section 31-30-1008; C.R.S. Survivors' benefits are available for spouses, dependent parents and children under the age of 18.

Component Units

The Library employee participate in the City's defined contribution pension plan with AIG Retirement. Employees' contribute 4.0% of their salaries to the plan. The total amount of the Library's current year covered payroll was \$411,546 and the total current year payroll was \$423,917. The City matches the respective contributions, with the total contribution made by the City during 2015 amounting to \$16,462.

NOTE 10: CONTINGENCY

The City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA). CIRSA has a legal obligation for claims against its members to the extent that funds are available in its annually established loss fund and amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds and amounts recoverable from excess insurance are direct liabilities of the participating members. CIRSA has indicated that the amount of any excess losses would be billed to members in proportion to their contributions in the year such excess occurs, although it is not legally required to do so.

The ultimate liability to the City resulting from claims not covered by CIRSA is not presently determinable. Management is of the opinion that the final outcome of such claims, if any, will not have a material adverse effect on the City's financial statements.

There is only one case wherein CIRSA would not be involved and it involves the warrant holders of the Golf Course bonds. The City Attorney states "The City has kept no funds from the Enterprise revenues, so there is no possibility that there would be a ruling that the City improperly kept funds, and there are no funds to "pay back". The City itself is in no way obligated to pay Enterprise debt or liability and is not a guarantor of the Enterprise. As such, no provision is necessary to further protect the general fund of the City".

NOTE 11: RISK MANAGEMENT

Fort Lupton is exposed to various risks of loss related to torts: theft of, damage to, destruction of assets: errors and omissions: injuries to employees: and natural disasters. On January 1, 1984, the City Council

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

authorized Fort Lupton to participate in the Colorado Intergovernmental Risk Sharing Agency (CIRSA). A separate and independent governmental and legal entity, which was formed by intergovernmental agreement by member municipalities pursuant to the provisions of 24-10-115.5, C.R.S. as amended, 29-1-101 et. seq., C.R.S., as amended, 29-13-102, C.R.S., as amended, and Colorado Constitution, Article XIV, Section 18(2).

It is the intent of the members of CIRSA to create an entity in perpetuity which will administer and use funds contributed by the members to defend and indemnify, in accordance with the bylaws, any member in CIRSA against stated liability or loss to the limit of the financial resources of CIRSA. All income and assets of CIRSA shall be at all times dedicated to the exclusive benefit of its members.

The scope, terms, conditions and limitations of the coverages are governed by the applicable coverage policies and/or excess coverage policies, the CIRSA bylaws, and other applicable documents. There has been no change in the deductibles or coverage over the last three years. The types and monetary limits of the coverages are generally described below.

I. TYPES OF COVERAGES (subject to the limit of CIRSA's liability as described in Section II below):

1. Property coverage.
2. Liability coverage.
 - a. General liability.
 - b. Auto liability.
 - c. Law enforcement liability.
 - d. Public official errors and omissions liability.
 - e. Excess liability (for federal and out-of-state public official's claims and federal and out-of-state law enforcement).
3. Crime coverage (including employee dishonesty and money and securities).
4. Supplemental defense cost coverage for Colorado liability claims.

II. EXCESS INSURERS, AGGREGATE LIMITS AND MEMBER DEDUCTIBLE:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund. Only the applicable excess insurers in applicable excess and reinsurance policies shall be payable, and only by those excess insurers in excess of these CIRSA self-insured retentions. Fort Lupton has no settlements that exceeded insurance coverage in the past three years.

A member-selected deductible applies to each municipality's claims/occurrences. Payment of the deductible shall reduce the amount otherwise payable under the applicable CIRSA retention.

2015 CIRSA SELF-INSURED RETENTIONS:

1. \$500,000 per claim/occurrence property
2. \$1,000,000 per claim/occurrence liability
3. \$100,000 per claim/occurrence Public Officials Liability.

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

2015 CIRSA LOSS FUND AMOUNTS:

Loss fund amounts are as adopted or amended from time to time by the Board of Directors based on the members in the property/casualty pool for the year and interest earnings on those amounts. Information on current loss fund amounts is available from the CIRSA Deputy Executive Director/Chief Financial Officer, at (303) 757-5475.

There is a deductible paid by the City of \$1,000 (liability) and \$1,000 (property), which applies to each of its claims/occurrences.

Fort Lupton continues to carry CIRSA insurance for Workers' Compensation, and Voluntary Accident Medical Insurance for volunteer and service workers.

NOTE 12: JOINT VENTURES

A joint venture is a legal entity or other organization that results from a contractual agreement and that is owned, operated or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain an on-going financial interest or an on-going financial responsibility. The City participates in the following joint venture:

Northern Colorado Water Conservancy District - NISP.

Northern Colorado Water Conservancy District (District), a quasi-municipal entity and political subdivision of the State of Colorado was established July 6, 1970, pursuant to the Water Conservancy District Act. Acting by and through its Northern Integrated Supply Project Water Activity Enterprise (NISP) (a government owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. 37-45,1-101 et seq.), whose address is 220 Water Avenue, Berthoud, Colorado 80513. In January 2003, Fort Lupton entered into an agreement with NISP in developing a water project for the purpose of developing a new reliable water supply.

Overall Project costs will be divided among the entities that participate in the Project.

The First Phase of the Project consisted of preliminary studies to evaluate both the potential of Poudre reservoir sites and the South Platte Water Conservation Project. The First Phase has been accomplished and there appears to be potential project configurations that may serve the needs of the Project.

The Second Phase of the Project, which consists of additional reservoir site evaluations, alternatives analysis, environmental studies, financial analyses, and related work, will require funding to complete the phase.

The Third Phase of the Project consists of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.

The City has agreed to provide to the NISP Enterprise funds for its pro rata share of the costs necessary to complete the Project.

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

Our pro rata share is:

<u>Year Paid</u>	<u>Amount</u>
2006	\$ 95,000
2007	22,476
2008	59,976
2010	112,500
2012	112,500
2015	<u>112,500</u>
Total	<u>\$514,952</u>

Investments in the joint ventures by governmental funds are recorded as expenditures at the time the investment is made.

Complete financial statements of the District can be obtained from Northern Colorado Water Conservancy District.

Town of Hudson

The Town of Hudson and the City are Colorado municipal corporations empowered to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18 of the Constitution of the State of Colorado, and the provisions of C.R.S. 29-1-201 et seq. in those circumstances where governmental entities may make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other to accomplish mutually beneficial ends. They entered into an Intergovernmental Agreement on July 26, 1995, to jointly provide for the construction, operation and maintenance of the water treatment plant to treat raw water, owned, controlled by the respective parties hereto, which water when treated will be available for use and consumption by the residents and customers of Hudson and Fort Lupton respectively.

Upon completion of the original water treatment plant, each party owned the following rights and interests: Fort Lupton owned an undivided five-sixths (5/6ths) of the treatment capacity of said plant, as well as an undivided five-sixths (5/6ths) of the personal property which constitutes the physical plant. Hudson owned the remaining undivided one-sixth (1/6th) of the treatment capacity and personal property constituting the physical plant. Each party shall own as its sole and separate property the right to deliver to the plant for treatment the raw untreated water that it owns or controls and is entitled to receive by means of the Northern Colorado Water Conservancy District's Southern Water Supply Project.

A separate flow meter is installed at the discharge point of the plant and at which treated water is delivered to the separate delivery systems of Fort Lupton and Hudson, which separate flow meters shall measure the number of gallons of treated water delivered to each party. On a monthly basis, the total of the treated water delivered from the plant to each party shall be added together to determine the total number of gallons in and delivered from the plant. The number of gallons of treated water separately delivered to Hudson shall then become the numerator in a fraction in which the entire total of treated gallons delivered to both parties is the denominator. The fraction which results shall be multiplied by the total operations and maintenance costs incurred by the operator in operating the plant during the month, and shall constitute the cost to each party of operations and maintenance for the month including fixed monthly operating costs. Hudson's amount shall be billed to Hudson on or before the 12th day of the following calendar month, and must be received by the next to the last business day of the calendar month.

CITY OF FORT LUPTON
 NOTES TO THE FINANCIAL STATEMENTS
 For the Year Ended December 31, 2015

Complete financial statements for the Town of Hudson may be obtained from the Town of Hudson, Colorado.

NOTE 13: TAX, SPENDING, AND DEBT LIMITATIONS

Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments. The Amendment is complex and subject to judicial interpretation. The City believes it is in compliance with the requirements of the amendment. However, the City has made certain interpretations of the amendment's language in order to determine its compliance.

As a result of this constitutional requirement, the residents of Fort Lupton, in 1993, passed Referendum A. This referendum requires that if, in any given year, the City has revenues in excess of current spending limits due to property (ad valorem), sales, or use taxes, then that excess must be used for water and wastewater projects, purchase of water rights, and construction of the water system.

In 2010, the residents of Fort Lupton renewed the ½ cent Sales and Use Tax for Street Improvements for 20 years; in 2001, the ½ cent Sales and Use Tax for Culture, Parks and Recreation was renewed for 20 years; in 2002, the residents approved a \$6.7 million general obligation tax to construct a Recreation Center, and in 2005 the citizens authorized extension of the ½ cent water sales tax slated to expire in 2006 for an additional 20 years. All four of these issues have been exempted from the revenue restrictions of Article X, Section 20, and from the requirements of Referendum A.

NOTE 14: DEFAULT ON GOLF COURSE REVENUE ANTICIPATION WARRANTS

The Golf Enterprise has been in technical default since June 2000, due to the level of its bond reserves. The course has not collected sufficient green fees and other revenues to pay the bond interest or principal on its 1996 Revenue Anticipation Warrants.

The total payment due for 2015 was \$721,225, \$570,000 in principal and \$151,225 in interest. This payment was not made.

As a result of the default, the bond covenant states that the bonds become due and payable and thus the balance has been re-classed to Current Bonds Payable, resulting in a Current Bond Payable Balance at December 31, 2015 of \$1,785,000.

The Golf Enterprise Fund issued an offer to purchase any and all outstanding warrants on December 19, 2014 for the consideration described in the table below:

<u>Security</u>	<u>Principal Amount</u> <u>Outstanding</u>	<u>Consideration</u> <u>Per \$1,000</u> <u>Principal Amount</u>
Senior Warrants	\$ 4,500,000	\$ 208
Subordinate 1996A1 Warrants	1,000,000	25
"B" Registered Coupons	27,000	25
Subordinate 1996B Warrants	300,000	10

CITY OF FORT LUPTON
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

If all outstanding warrants were to be tendered the Golf Course Enterprise Fund's future debt service payments would decrease by \$5,800,000, resulting in a net present value savings of \$10,570,328. The Golf Enterprise will, additionally, pay all costs and expenses incurred in connection with the offer. The City (General Fund) has loaned the Golf Enterprise Fund the funds necessary to pay the Warrants Consideration assuming 100% of the warrant holders tender their outstanding warrants. The offer expired on January 30, 2015 at 5:00 p.m. Eastern Time and was extended twice. The final closing date was March 31, 2015 at 5:00pm Eastern Time.

As a result of this offer, \$4,015,000 of the outstanding warrants (\$3,115,000 of the Senior Warrants, \$875,000 of the Subordinate 1996A1 Warrants and \$25,000 of the "B" Registered Coupons) were tendered and purchased by the Golf Course Enterprise. The result is a decrease in future debt service payments of \$4,015,000 and a net present value savings of \$6,955,713. The remaining warrants outstanding, totaling \$1,785,000, will remain as current bonds payable outstanding in fiscal year 2015. It is anticipated that the 2015 payments on the remaining balance will not be paid and the outstanding warrants will remain in default.

NOTE 15: COMMITMENTS AND CONTRACTS & BUDGET OVERRAGES

On July 30, 2008 the City entered into an agreement with Weld County Dispatch Center (WELDCOM), until December 31, 2009 with automatic one year renewals through December 19, 2019. The City's share of expenses for 2015 total \$6,915.

The City and CH2MHill entered into an agreement for compensation for services to manage, operate, and maintain the effluent discharged from the Wastewater Treatment Plant and the finished water discharged for the Water Treatment Facility. Compensation for services is negotiated every three years. Compensation for years two & three will be adjusted based on the base fee adjustment formula shown in Appendix F of the negotiated agreement. Subsequent years' base fees shall be determined as hereinafter specified. 2015 fees were \$979,118. A 1.5% increase compared to 2014.

On April 1, 2013 the City entered into a ten year agreement with Consolidated Mutual Water Company to lease 150 acre feet of water storage in the Perry Pit East Reservoir. The 2015 lease base rate is \$206.21 per acre foot of water capacity. The rate will increase annually based on a formula in paragraphs 6 (b) (c) and (d) of the lease agreement. Subsequently, the City has agreed to lease the remaining 300 acre feet of capacity in the Perry Pit East Reservoir for the same terms as the initial lease and an additional 50 acre feet for \$1,434 per acre foot. In 2015 the City paid \$105,406 for 511.15 acre feet of storage in the Perry Pit.

On October 22, 2015 the City and Anadarko Petroleum Corporation entered into a three year agreement with two consecutive one year extensions. On a take or pay agreement the City will provide 300 acre feet per year of non-potable water to Anadarko at a rate of \$3,260 per acre foot or \$978,000 per year in 2015-2016. Anadarko has an option to purchase an additional 200 acre feet of water per year at the City's current bulk water rate, the 2015 bulk rate is \$10 per 1,000 gallons of water used.

In December 2014, the Golf Enterprise Board terminated the management agreement with Escalante Golf, LLC. The City started managing the Coyote Creek Golf Course starting January 1, 2015.

In 2010 The City and Halliburton Energy Services, Inc. (Halliburton) entered into an agreement to extend water lines and sanitary sewer lines to the Halliburton facility at Denver Avenue and Weld County Road 8. Halliburton funded the construction in the amount of \$2,400,000. The lines will benefit all properties in the

CITY OF FORT LUPTON
 NOTES TO THE FINANCIAL STATEMENTS
 For the Year Ended December 31, 2015

service area and as sites are developed along the services lines a proportionate share of the original cost and accrued interest will be charged by the City on building permits and refunded to Halliburton. On December 31, 2015, \$2,057,839 was the amount of the original construction costs to be collected on future development along the water and sewer lines. The interest accrued in 2015 at a rate of prime plus one percent (4.25%) was \$95,476. The total accrued interest as of December 31, 2015 is \$183,685. As the City is not required to reimburse Halliburton unless sufficient development occurs, these balances are not reported as a liability in the City's financial statements.

In 2014 The City and Martin Marietta Materials, Inc. (Martin Marietta) entered into an agreement to extend water lines from Weld County Road 8 525 lineal feet south along Denver Avenue to the Martin Marietta facility. Martin Marietta funded the construction in the amount of \$114,077. The lines will benefit all properties in the service area and as sites are developed along the service lines a proportionate share of the original cost and accrued interest will be charged by the City on building permits and refunded to Martin Marietta.

NOTE 16: COMPLIANCE

The Memorial Trust Fund and the Recreation Center Enterprise Fund may be in violation of state statutes as the expenditures exceed the appropriated budgets.

Primary Government Expenditures				
	Original Budget	Final Budget	Actual	Favorable (Unfavorable) Variance
<u>Governmental Fund Expenditures</u>				
Memorial Trust Fund	\$ -	\$ -	\$ 176	(\$ 176)
<u>Enterprise Fund Expenditures</u>				
Recreation Center Enterprise Fund	\$ 1,288,413	\$ 1,320,864	\$ 1,534,048	(\$ 213,184)
Golf Course Fund	\$ 1,004,498	\$ 1,464,402	\$ 1,862,785	(\$ 398,383)

Component Units may be in violation of state statutes as the expenditures for FLURA exceed the appropriated budgets.

Component Units Operating Expenditures				
	Original Budget	Final Budget	Actual	Favorable (Unfavorable) Variance
FLURA	\$ -	\$ -	(\$ 9,117)	(\$ 9,117)

**REQUIRED SUPPLEMENTARY
INFORMATION**

CITY OF FORT LUPTON, COLORADO

GENERAL FUND

BUDGETARY COMPARISON SCHEDULE

For the Year Ended December 31, 2015

	2015			
	Original Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUES				
Taxes	\$ 3,637,075	\$ 3,637,075	\$ 3,963,027	\$ 325,952
Licenses and Permits	113,600	113,600	182,204	68,604
Intergovernmental	1,095,781	1,111,596	822,042	(289,554)
Charges for Services	417,736	417,736	514,670	96,934
Fines and Forfeits	158,100	158,100	241,974	83,874
Other	52,000	170,054	297,047	126,993
Total Revenues	<u>5,474,292</u>	<u>5,608,161</u>	<u>6,020,964</u>	<u>412,803</u>
EXPENDITURES				
General Government	3,113,624	3,137,937	2,688,586	449,351
Public Safety	1,517,379	1,517,379	1,572,137	(54,758)
Public Works	512,679	512,679	412,761	99,918
Capital Outlay	1,109,761	1,150,865	494,490	656,375
Other	265,282	265,282	213,076	52,206
Total Expenditures	<u>6,518,725</u>	<u>6,584,142</u>	<u>5,381,050</u>	<u>1,203,092</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,044,433)</u>	<u>(975,981)</u>	<u>639,914</u>	<u>1,615,895</u>
Other Financing Sources (Uses)				
Transfers Out	<u>(224,395)</u>	<u>(431,221)</u>	<u>(107,929)</u>	<u>323,292</u>
NET CHANGE IN FUND BALANCES	<u>\$ (1,268,828)</u>	<u>\$ (1,407,202)</u>	531,985	<u>\$ 1,939,187</u>
FUND BALANCES, Beginning of Year			<u>3,556,825</u>	
FUND BALANCES, End of Year			<u>\$ 4,088,810</u>	

CITY OF FORT LUPTON
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
For the Year Ended December 31, 2015

NOTE 1: EXPLANATION OF DIFFERENCES BETWEEN REVENUES, EXPENDITURES AND OTHER FINANCING SOURCES (USES) FOR THE GENERAL FUND BUDGETARY COMPARISON SCHEDULE AND THE GENERAL FUND AS REPORTED IN THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Certain funds used for accounting purposes are combined with the General Fund for reporting purposes. In accordance with GASB Statement No. 41, *Budgetary Comparison Schedules – Perspective Differences*, the activity of such funds is not included in the General Fund budgetary comparison schedule. The following is a reconciliation of the General Fund budgetary comparison schedule to the General Fund as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance for the year ended December 31, 2015.

Revenue

General Fund Budgetary Comparison Schedule	\$ 6,020,964
Adjustments:	
Street Sales Tax	888,699
Water Sales Tax	967,078
Contingency	37,337
Total General Fund revenues as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance	\$ 7,914,078

Expenditures

General Fund Budgetary Comparison Schedule	5,381,050
Adjustments:	
Street Sales Tax	318,924
Water Sales Tax	365,312
Total General Fund expenditures as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance	6,065,286

Other Financing Sources (uses)

General Fund Budgetary Comparison Schedule	(107,929)
Adjustments:	
Water Sales Tax	(461,268)
Total General Fund other financing sources (uses) as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance	(569,197)

SUPPLEMENTARY INFORMATION

CITY OF FORT LUPTON, COLORADO

CONTINGENCY FUND
BUDGETARY COMPARISON SCHEDULE
 For the Year Ended December 31, 2015

	2015			Positive (Negative) Variance
	Original Budget	Final Budget	Actual	
REVENUES				
Property Tax	\$ 36,870	\$ 36,870	\$ 36,302	\$ (568)
Interest Income	400	400	1,035	635
Total Revenues	<u>37,270</u>	<u>37,270</u>	<u>37,337</u>	<u>67</u>
EXPENDITURES				
Capital Outlay	<u>600,659</u>	<u>600,659</u>	<u>-</u>	<u>600,659</u>
Total Expenditures	<u>600,659</u>	<u>600,659</u>	<u>-</u>	<u>600,659</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>\$ (563,389)</u>	<u>\$ (563,389)</u>	37,337	<u>\$ 600,726</u>
FUND BALANCES, Beginning of Year			<u>564,622</u>	
FUND BALANCES, End of Year			<u>\$ 601,959</u>	

CITY OF FORT LUPTON, COLORADO

STREET IMPROVEMENT SALES TAX FUND
BUDGETARY COMPARISON SCHEDULE
 For the Year Ended December 31, 2015

	2015			
	Original Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUES				
Sales Tax	\$ 396,354	\$ 396,354	\$ 482,808	\$ 86,455
Interest Income	900	900	1,223	323
Infrastructure Assessment Fees	<u>150,000</u>	<u>150,000</u>	<u>404,668</u>	<u>254,668</u>
Total Revenues	<u>547,254</u>	<u>547,254</u>	<u>888,699</u>	<u>341,446</u>
EXPENDITURES				
Current:				
Other	120,000	120,000	47,997	72,003
Capital Outlay:				
Streets	<u>869,260</u>	<u>869,260</u>	<u>270,927</u>	<u>598,333</u>
Total Expenditures	<u>989,260</u>	<u>989,260</u>	<u>318,924</u>	<u>670,336</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>\$ (442,006)</u>	<u>\$ (442,006)</u>	569,775	<u>\$ 1,011,782</u>
FUND BALANCES, Beginning of Year			<u>984,428</u>	
FUND BALANCES, End of Year			<u>\$ 1,554,203</u>	

CITY OF FORT LUPTON, COLORADO

WATER SALES TAX FUND
BUDGETARY COMPARISON SCHEDULE
 For the Year Ended December 31, 2015

	2015			
	Original Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUE				
Sales Tax	\$ 792,710	\$ 792,710	\$ 965,618	\$ 172,908
Interest Income	1,000	1,000	1,460	460
Total Revenues	<u>793,710</u>	<u>793,710</u>	<u>967,078</u>	<u>173,368</u>
EXPENDITURES				
Water Leases	10,000	10,000	6,778	3,222
Water Carryover	38,000	38,000	7,625	30,375
Capital Outlay	217,542	217,542	-	217,542
Other	432,500	467,196	350,909	116,287
Total Expenditures	<u>698,042</u>	<u>732,738</u>	<u>365,312</u>	<u>367,426</u>
Excess of Revenues Over Expenditures	<u>95,668</u>	<u>60,972</u>	<u>601,766</u>	<u>540,794</u>
Other Financing Sources (Uses)				
Operating Transfer Out	<u>(488,788)</u>	<u>(488,788)</u>	<u>(461,268)</u>	<u>27,520</u>
Excess (Deficiencies) of Revenues Over (Under) Expenditures and Other Financing Sources (Uses)	<u>\$ (393,120)</u>	<u>\$ (427,816)</u>	140,498	<u>\$ 568,314</u>
FUND BALANCE, Beginning of Year			<u>1,470,875</u>	
FUND BALANCE, End of Year			<u>\$ 1,611,373</u>	

CITY OF FORT LUPTON, COLORADO

NON MAJOR GOVERNMENTAL FUNDS

COMBINING BALANCE SHEET

December 31, 2015

	Culture, Parks & Recreation Sales Tax Fund	Conservation Trust Fund	Perpetual Care Cemetery Fund	Memorial Trust Fund	Non Major Governmental Funds
<u>ASSETS</u>					
Cash	\$ 782,688	\$ 130,138	\$ 31,358	\$ 3,080	\$ 947,264
Accounts Receivable	25,928	-	-	-	25,928
Sales Tax Receivable	57,647	-	-	-	57,647
Prepaid Items	-	-	74	-	74
Total Assets	<u>\$ 866,263</u>	<u>\$ 130,138</u>	<u>\$ 31,432</u>	<u>\$ 3,080</u>	<u>\$ 1,030,913</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</u>					
Liabilities					
Accounts Payable	\$ 30,122	\$ -	\$ 220	\$ -	\$ 30,342
Accrued Expenses	10,769	-	1,197	-	11,966
Unearned Revenue	26,250	-	-	-	26,250
Total Liabilities	<u>67,141</u>	<u>-</u>	<u>1,417</u>	<u>-</u>	<u>68,558</u>
Fund Balances					
Non-Spendable	-	-	74	-	74
Restricted	779,421	127,925	13,964	3,080	924,390
Tabor	19,701	2,213	2,450	-	24,364
Perpetual Care	-	-	13,527	-	13,527
Total Fund Balances	<u>799,122</u>	<u>130,138</u>	<u>30,015</u>	<u>3,080</u>	<u>962,355</u>
Total Liabilities and Fund Balances	<u>\$ 866,263</u>	<u>\$ 130,138</u>	<u>\$ 31,432</u>	<u>\$ 3,080</u>	<u>\$ 1,030,913</u>

CITY OF FORT LUPTON, COLORADO

NON MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE

For the Year Ended December 31, 2015

	Culture, Parks & Recreation Sales Tax Fund	Conservation Trust Fund	Perpetual Care Cemetery Fund	Memorial Trust Fund	Total
REVENUES					
Sales Taxes	\$ 482,808	\$ -	\$ -	\$ -	\$ 482,808
Federal and State Sources	-	73,616	-	-	73,616
Charges for Services	104,834	-	64,700	-	169,534
Interest Income	420	148	158	-	726
Other	68,637	-	16,805	1,001	86,443
Total Revenues	<u>656,699</u>	<u>73,764</u>	<u>81,663</u>	<u>1,001</u>	<u>813,127</u>
EXPENDITURES					
Current:					
Other	80,343	1,309	9,827	-	91,479
Salaries and Benefits	323,099	-	54,483	-	377,582
Supplies	27,200	-	1,357	-	28,557
Utilities	35,643	-	56,062	-	91,705
Maintenance	16,442	-	16,953	-	33,395
Capital Outlay:					
Land and Land Improvements	36,311	219,530	24,568	-	280,409
Total Expenditures	<u>519,038</u>	<u>220,839</u>	<u>163,250</u>	<u>-</u>	<u>903,127</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>137,661</u>	<u>(147,075)</u>	<u>(81,587)</u>	<u>1,001</u>	<u>(90,000)</u>
Other Financing Sources (Uses)					
Transfers In	52,511	-	55,594	-	108,105
Transfers Out	-	-	-	(176)	(176)
Total Other Financing Sources (Uses)	<u>52,511</u>	<u>-</u>	<u>55,594</u>	<u>(176)</u>	<u>107,929</u>
Excess (Deficiency) of Revenues Over Expenditures and Other Financing Sources (Uses)	<u>190,172</u>	<u>(147,075)</u>	<u>(25,993)</u>	<u>825</u>	<u>17,929</u>
FUND BALANCE, Beginning of Year	<u>608,950</u>	<u>277,213</u>	<u>56,008</u>	<u>2,255</u>	<u>944,426</u>
FUND BALANCE, End of Year	<u>\$ 799,122</u>	<u>\$ 130,138</u>	<u>\$ 30,015</u>	<u>\$ 3,080</u>	<u>\$ 962,355</u>

CITY OF FORT LUPTON, COLORADO

CULTURE, PARKS, AND RECREATION SALES TAX FUND

BUDGETARY COMPARISON SCHEDULE

For the Year Ended December 31, 2015

(With Comparative Actual Amounts for Year Ended December 31, 2012)

	2015			Positive (Negative) Variance
	Original Budget	Final Budget	Actual	
REVENUES				
Sales Tax	\$ 408,855	\$ 408,855	\$ 482,808	73,953
Interest Income	175	175	420	245
Enhancement Fees	15,000	15,000	53,638	38,638
Private Contributions	600	600	300	(300)
Usage Fees	107,000	107,000	104,834	(2,166)
Other	11,250	11,250	14,699	3,449
Total Revenues	<u>542,880</u>	<u>542,880</u>	<u>656,699</u>	<u>113,819</u>
EXPENDITURES				
Current:				
Salaries and Benefits	332,903	332,903	323,099	9,804
Maintenance	23,400	23,400	16,442	6,958
Supplies	21,100	21,100	27,200	(6,100)
Utilities	37,200	37,200	35,643	1,557
Other	88,720	88,720	80,343	8,377
Capital Outlay:				
Museum	35,000	35,000	36,311	(1,311)
Community Center	45,000	45,000	-	45,000
Total Expenditures	<u>583,323</u>	<u>583,323</u>	<u>519,038</u>	<u>64,285</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(40,443)</u>	<u>(40,443)</u>	<u>137,661</u>	<u>178,104</u>
Other Financing Sources (Uses)				
Transfers In	<u>74,395</u>	<u>74,395</u>	<u>52,511</u>	<u>21,884</u>
Total Other Financing Sources (Uses)	<u>74,395</u>	<u>74,395</u>	<u>52,511</u>	<u>21,884</u>
Excess (Deficiency) of Revenues Over Expenditures and Other Financing Sources (Uses)	<u>\$ 33,952</u>	<u>\$ 33,952</u>	<u>190,172</u>	<u>\$ 156,220</u>
FUND BALANCES, Beginning of Year			<u>608,950</u>	
FUND BALANCES, End of Year			<u>\$ 799,122</u>	

CITY OF FORT LUPTON, COLORADO

**CONSERVATION TRUST FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2015**

	2015			
	Original Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUES				
Lottery Funds	\$ 65,000	\$ 73,600	\$ 73,616	\$ 16
Interest Income	100	100	148	48
Total Revenues	<u>65,100</u>	<u>73,700</u>	<u>73,764</u>	<u>64</u>
EXPENDITURES				
Capital Outlay:				
Land and Improvements	<u>175,000</u>	<u>219,610</u>	<u>219,530</u>	<u>80</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>\$ (109,900)</u>	<u>\$ (145,910)</u>	(147,075)	<u>\$ (1,165)</u>
FUND BALANCES, Beginning of Year			<u>277,213</u>	
FUND BALANCES, End of Year			<u>\$ 130,138</u>	

CITY OF FORT LUPTON, COLORADO

PERPETUAL CARE CEMETERY FUND
BUDGETARY COMPARISON SCHEDULE
 For the Year Ended December 31, 2015

	2015			
	Original Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUES				
Charges for Services	\$ 36,500	\$ 36,500	\$ 64,700	\$ 28,200
Perpetual Care	7,800	7,800	13,650	5,850
Interest Income	100	100	158	58
Other	3,400	3,400	3,155	(245)
Total Revenues	<u>47,800</u>	<u>47,800</u>	<u>81,663</u>	<u>33,863</u>
EXPENDITURES				
Current:				
Salaries and Benefits	61,964	61,964	54,483	7,481
Maintenance	24,500	24,500	16,953	7,547
Supplies	1,600	1,600	1,357	243
Utilities	71,200	71,200	56,062	15,138
Other	23,507	23,507	9,827	13,680
Capital Outlay:				
Other Capital	38,000	38,000	24,568	13,432
Total Expenditures	<u>220,771</u>	<u>220,771</u>	<u>163,250</u>	<u>57,521</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(172,971)</u>	<u>(172,971)</u>	<u>(81,587)</u>	<u>91,384</u>
Other Financing Sources (Uses)				
Transfers In	152,257	152,257	55,594	(96,663)
Total Other Financing Sources (Uses)	<u>152,257</u>	<u>152,257</u>	<u>55,594</u>	<u>(96,663)</u>
Excess (Deficiency) of Revenues Over Expenditures and Other Financing Sources (Uses)	<u>\$ (20,714)</u>	<u>\$ (20,714)</u>	(25,993)	<u>\$ (5,279)</u>
FUND BALANCES, Beginning of Year			<u>56,008</u>	
FUND BALANCES, End of Year			<u>\$ 30,015</u>	

CITY OF FORT LUPTON, COLORADO

MEMORIAL TRUST FUND
BUDGETARY COMPARISON SCHEDULE
 For the Year Ended December 31, 2015

	2015		
	Original & Final Budget	Actual	Positive (Negative) Variance
REVENUES			
Contributions	\$ -	\$ 1,000	\$ 1,000
Other	1	1	-
	1	1,001	1,000
Excess of Revenues Over Expenditures	1	1,001	1,000
Other Financing Sources (Uses)			
Transfers Out	-	(176)	(176)
	-	(176)	(176)
Excess of Revenues Over Expenditures	\$ 1	825	\$ 824
FUND BALANCES, Beginning of Year		2,255	
FUND BALANCES, End of Year		\$ 3,080	

CITY OF FORT LUPTON, COLORADO

UTILITY ENTERPRISE FUND
SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
For the Year Ended December 31, 2015

	<u>2015</u>			
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<u>Positive</u>
	<u>Budget</u>	<u>Budget</u>		<u>(Negative)</u>
				<u>Variance</u>
Operating Revenues				
Charges for Services	\$ 4,601,881	\$ 4,601,881	\$ 5,068,288	\$ 466,407
Other Income	<u>204,000</u>	<u>204,000</u>	<u>149,864</u>	<u>(54,136)</u>
Total Operating Revenues	<u>4,805,881</u>	<u>4,805,881</u>	<u>5,218,152</u>	<u>412,271</u>
Operating Expenses				
Salaries and Benefits	512,510	512,510	450,575	61,935
Professional Fees	131,000	131,000	29,139	101,861
Contract Management	879,120	879,120	879,118	2
Insurance	64,862	64,862	65,226	(364)
Maintenance	253,000	253,000	269,545	(16,545)
Supplies	57,600	57,600	60,102	(2,502)
Utilities	268,075	268,075	251,243	16,832
Water Assessments	1,240,804	1,240,804	588,534	652,270
Other	<u>743,023</u>	<u>752,208</u>	<u>100,256</u>	<u>651,952</u>
Total Operating Expenses	<u>4,149,994</u>	<u>4,159,179</u>	<u>2,693,738</u>	<u>1,465,441</u>
Net Operating Income	<u>655,887</u>	<u>646,702</u>	<u>2,524,414</u>	<u>1,877,712</u>
Nonoperating Revenues (Expenses)				
Investment Income (Loss)	2,000	2,000	(182,614)	(184,614)
Gain (Loss) on Disposal of Assets	-	-	(22,928)	(22,928)
Capital Contributions	1,133,317	2,854,202	2,947,240	93,038
Interest Expense	(607,613)	(607,613)	(517,504)	90,109
Bond Principal	(455,449)	(455,449)	(682,058)	(226,609)
Capital Expenditures	(3,157,858)	(5,092,888)	(4,355,579)	737,309
Other	80,000	80,000	495,336	415,336
Total Nonoperating Revenues (Expenses)	<u>(3,005,603)</u>	<u>(3,219,748)</u>	<u>(2,318,107)</u>	<u>901,641</u>
Net Income (Loss) Before Transfers	<u>(2,349,716)</u>	<u>(2,573,046)</u>	<u>206,307</u>	<u>2,779,353</u>
Transfers In	488,789	488,789	461,268	<u>(27,521)</u>
Net Income (Loss) - Budgetary Basis	<u>\$ (1,860,927)</u>	<u>\$ (2,084,257)</u>	667,575	<u>\$ 2,751,832</u>
Reconciliation to GAAP Basis				
Bond Principal Payments			682,058	
Capital Outlay			4,355,579	
Depreciation and Amortization			<u>(1,084,720)</u>	
Net Income (Loss) - GAAP Basis			4,620,492	
NET POSITION, Beginning of Year			<u>37,013,645</u>	
NET POSITION, End of Year			<u>\$ 41,634,137</u>	

CITY OF FORT LUPTON, COLORADO

STORM WATER DRAINAGE ENTERPRISE FUND
SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
 For the Year Ended December 31, 2015

	<u>2015</u>			
	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Positive (Negative) Variance</u>
Operating Revenues				
Charges for Services	\$ 166,080	\$ 166,080	\$ 237,721	\$ 71,641
Operating Expenses				
Salaries and Benefits	15,837	15,837	15,520	317
Professional Fees	11,000	11,000	3,728	7,272
Maintenance	2,000	2,000	62	1,938
Supplies	2,500	2,500	1,372	1,128
Other	2,000	2,000	-	2,000
Total Operating Expenses	<u>33,337</u>	<u>33,337</u>	<u>20,682</u>	<u>12,655</u>
Net Operating Income	<u>132,743</u>	<u>132,743</u>	<u>217,039</u>	<u>84,296</u>
Nonoperating Revenues (Expenses)				
Investment Income	150	150	278	128
Capital Expenditures	(833,221)	(833,221)	(292,013)	541,208
Capital Contributions	<u>366,610</u>	<u>366,610</u>	<u>-</u>	<u>(366,610)</u>
Total Nonoperating Revenues	<u>(466,461)</u>	<u>(466,461)</u>	<u>(291,735)</u>	<u>174,726</u>
Net Income Before Transfers	<u>(333,718)</u>	<u>(333,718)</u>	<u>(74,696)</u>	<u>259,022</u>
Net Income	<u>\$ (333,718)</u>	<u>\$ (333,718)</u>	<u>(74,696)</u>	<u>\$ 259,022</u>
Reconciliation to GAAP Basis				
Capital Outlay			292,013	
Depreciation and Amortization			<u>(1,106)</u>	
Net Income (Loss) - GAAP Basis			216,211	
NET POSITION, Beginning of Year			<u>783,975</u>	
Prior Period Adjustment				
NET POSITION, End of Year			<u>\$ 1,000,186</u>	

CITY OF FORT LUPTON, COLORADO

RECREATION CENTER ENTERPRISE FUND
SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
For the Year Ended December 31, 2015

	2015			
	Original Budget	Final Budget	Actual	Positive (Negative) Variance
Operating Revenues				
Charges for Services	\$ 397,600	\$ 458,300	\$ 336,866	\$ (121,434)
Other	19,300	19,300	26,290	6,990
Total Operating Revenues	<u>416,900</u>	<u>477,600</u>	<u>363,156</u>	<u>(114,444)</u>
Operating Expenses				
Salaries	455,026	455,026	588,154	(133,128)
Insurance	19,491	19,491	22,806	(3,315)
Maintenance	42,933	52,933	33,591	19,342
Merchandise for Resale	999	999	1,430	(431)
Supplies	33,377	43,477	53,823	(10,346)
Utilities	90,816	90,816	117,336	(26,520)
Recreation Programs	37,010	37,010	48,678	(11,668)
Other	63,608	83,609	84,608	(999)
Total Operating Expenses	<u>743,260</u>	<u>783,361</u>	<u>950,426</u>	<u>(167,065)</u>
Net Operating Income	<u>(326,360)</u>	<u>(305,761)</u>	<u>(587,270)</u>	<u>(281,509)</u>
Nonoperating Revenues (Expenses)				
Property Taxes	1,015,761	1,015,761	1,010,267	(5,494)
Gain on Disposal of Assets	1,000	1,000	1,790	790
Investment Income	500	500	14,555	14,055
Bond Principal	(413,915)	(413,915)	(413,915)	-
Interest Expense	(104,238)	(104,238)	(103,913)	325
Capital Expenditures	(27,000)	(19,350)	(65,794)	(46,444)
Total Nonoperating Revenues	<u>472,108</u>	<u>479,758</u>	<u>442,990</u>	<u>(36,768)</u>
Net Income (Loss) - Budgetary Basis	<u>\$ 145,748</u>	<u>\$ 173,997</u>	<u>(144,280)</u>	<u>\$ (318,277)</u>
Reconciliation to GAAP Basis				
Bond Principal Payments			413,915	
Capital Outlay			65,794	
Depreciation and Amortization			<u>(234,978)</u>	
Net Income (Loss) - GAAP Basis			100,451	
NET POSITION, Beginning of Year			<u>442,319</u>	
NET POSITION, End of Year			<u>\$ 542,770</u>	

CITY OF FORT LUPTON, COLORADO

GOLF COURSE ENTERPRISE FUND
SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
For the Year Ended December 31, 2015

	2015			
	Original Budget	Final Budget	Actual	(Negative) Variance
Operating Revenues				
Charges for Services	\$ 706,600	\$ 779,500	\$ 786,150	\$ 6,650
Sales of Merchandise	180,500	236,400	235,690	(710)
Other	540	116,640	116,604	(36)
Total Operating Revenues	<u>887,640</u>	<u>1,132,540</u>	<u>1,138,444</u>	<u>5,904</u>
Operating Expenses				
Salaries and Benefits	318,349	371,499	371,303	196
Professional Fees	47,650	47,650	15,120	32,530
Insurance	30,777	30,777	15,789	14,988
Maintenance	58,850	62,850	48,684	14,166
Management Fees	60,000	60,000	-	60,000
Merchandise for Resale	85,300	112,600	112,559	41
Supplies	85,500	91,500	86,439	5,061
Utilities	77,515	101,415	97,842	3,573
Equipment Rental	34,659	34,659	-	34,659
Other	205,898	357,798	253,227	104,571
Total Operating Expenses	<u>1,004,498</u>	<u>1,270,748</u>	<u>1,000,963</u>	<u>269,785</u>
Net Operating Loss	<u>(116,858)</u>	<u>(138,208)</u>	<u>137,481</u>	<u>275,689</u>
Nonoperating Revenues (Expenses)				
Interest Income	10	10	89	79
Interest Expense	-	(80,054)	(94,918)	(14,864)
Bond Principal	-	-	(654,195)	(654,195)
Capital Expenditures	-	(113,600)	(112,709)	891
Total Nonoperating Revenues (Expenses)	<u>10</u>	<u>(193,644)</u>	<u>(861,733)</u>	<u>(668,089)</u>
Net Income (Loss) - Budgetary Basis	<u>\$ (116,848)</u>	<u>\$ (331,852)</u>	<u>(724,252)</u>	<u>\$ (392,400)</u>
Reconciliation to GAAP Basis				
Gain on Extinguishment of Debt			6,663,013	
Bond Principal			654,195	
Capital Outlay			112,709	
Depreciation and Amortization			<u>(90,009)</u>	
Net Income (Loss) - GAAP Basis			6,615,656	
NET POSITION, Beginning of Year			<u>(6,636,288)</u>	
NET POSITION, End of Year			<u>\$ (20,632)</u>	

COMPONENT UNITS

FORT LUPTON PUBLIC AND SCHOOL LIBRARY

BALANCE SHEETS
December 31, 2015

	<u>2015</u>
<u>ASSETS</u>	
CURRENT ASSETS	
Cash	\$ 1,721,434
Restricted Cash	<u>113,099</u>
Total Current Assets	<u>1,834,533</u>
Total Assets	<u><u>\$ 1,834,533</u></u>
 <u>LIABILITIES AND FUND BALANCES</u>	
LIABILITIES	
Accounts Payable	\$ 55,001
Due to the City of Fort Lupton for Payroll	
Accrued Expenses	<u>20,479</u>
Total Liabilities	<u>75,480</u>
 FUND BALANCES	
Restricted	
Emergency Reserve	39,755
Restricted Donations	113,099
Fund Balance	<u>1,606,199</u>
Total Fund Balances	<u>1,759,053</u>
Total Liabilities and Fund Balances	<u><u>\$ 1,834,533</u></u>

FORT LUPTON PUBLIC AND SCHOOL LIBRARY

Reconciliation of the Balance Sheet to the Statement of Net Position
December 31, 2015

	<u>2015</u>		<u>Statement of Net</u>
	<u>Balance Sheet</u>	<u>Adjustments</u>	<u>Position</u>
<u>ASSETS</u>			
CURRENT ASSETS			
Cash	\$ 1,721,434	\$ -	\$ 1,721,434
Restricted Cash	113,099	-	113,099
Total Current Assets	<u>1,834,533</u>	<u>-</u>	<u>1,834,533</u>
Total Assets	<u>\$ 1,834,533</u>	<u>\$ -</u>	<u>\$ 1,834,533</u>
 <u>LIABILITIES AND FUND BALANCES</u>			
LIABILITIES			
Accounts Payable	\$ 55,001	\$ -	\$ 55,001
Due to the City of Fort Lupton for Payroll			-
Accrued Expenses	20,479	74,459 ¹	94,938
Total Liabilities	<u>75,480</u>	<u>74,459</u>	<u>149,939</u>
 FUND BALANCES/NET POSITION			
Restricted			
Emergency Reserve	39,755	-	39,755
Restricted Donations	113,099	-	113,099
Unrestricted	1,606,199	(74,459)	1,531,740
Total Fund Balances	<u>1,759,053</u>	<u>(74,459)</u>	<u>1,684,594</u>
Total Liabilities and Fund Balances	<u>\$ 1,834,533</u>		<u>\$ 1,834,533</u>

¹ Long-Term Liabilities including compensated absences are not due and payable in the current period, therefore not reported in the funds.

FORT LUPTON PUBLIC AND SCHOOL LIBRARY

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGETARY COMPARISON SCHEDULE
 For the Year Ended December 31, 2015

	2015			Positive (Negative) Variance
	Original Budget	Final Budget	Actual	
REVENUES				
Intergovernment Revenue	\$ 1,330,272	\$ 1,308,444	\$ 1,311,322	\$ 2,878
Other	300	4,602	13,850	(9,248)
Total Revenues	<u>1,330,572</u>	<u>1,313,046</u>	<u>1,325,172</u>	<u>(6,370)</u>
EXPENDITURES				
Salary & Benefits	591,607	591,607	610,765	53,435
Maintenance	15,000	15,000	-	15,000
Supplies	163,000	163,000	122,263	40,737
Utilities	10,000	10,000	9,773	227
Programs	57,000	60,796	32,967	27,829
Other	93,900	114,400	33,015	81,385
Capital Outlay	95,300	95,300	-	95,300
Total Expenditures	<u>1,025,807</u>	<u>1,050,103</u>	<u>808,783</u>	<u>313,913</u>
Revenues Over (Under) Expenditures	<u>304,765</u>	<u>262,943</u>	<u>516,389</u>	<u>307,543</u>
Excess (Deficiency) Of Revenues Over Expenditure And The Other Sources	<u>\$ 304,765</u>	<u>\$ 262,943</u>	516,389	<u>\$ 253,446</u>
FUND BALANCES, Beginning of Year			<u>1,242,664</u>	
FUND BALANCES, Year to Date			<u>\$ 1,759,053</u>	

FORT LUPTON PUBLIC AND SCHOOL LIBRARY

RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE TO THE STATEMENT OF NET POSITION

For the Year Ended December 31, 2015

	2015 Total	Adjustments	Statement of Activities
Expenditures / Expenses			
Expenditures / Expenses	\$ 808,783	\$ 1,859	\$ 810,642
Program Revenues			
Charges for Services	13,850	-	13,850
Operating Grants, and Contributions	<u>1,311,322</u>	<u>-</u>	<u>1,311,322</u>
Net Program Revenue	<u>1,325,172</u>	<u>-</u>	<u>1,325,172</u>
Net Program Expenses	<u>516,389</u>	<u>(1,859)</u>	<u>514,530</u>
Change in Net Position	516,389	(1,859)	514,530
Fund Balance / Net Position			
Beginning of Year	<u>1,242,664</u>	<u>(72,600)</u>	<u>1,170,064</u>
End of Year	<u><u>1,759,053</u></u>	<u><u>(74,459)</u></u>	<u><u>1,684,594</u></u>

FORT LUPTON URBAN RENEWAL AUTHORITY

BALANCE SHEETS
December 31, 2015

	<u>2015</u>
<u>ASSETS</u>	
CURRENT ASSETS	
Receivables:	
Due From Primary Government	\$ 40,883
	<hr/>
Total Current Assets	40,883
	<hr/>
Total Assets	<u>\$ 40,883</u>
FUND BALANCES	
Restricted	
Emergency Reserve	\$ 1,500
Fund Balance	39,383
	<hr/>
Total Fund Balances	40,883
	<hr/>
Total Liabilities and Fund Balances	<u>\$ 40,883</u>

FORT LUPTON URBAN RENEWAL AUTHORITY

Reconciliation of the Balance Sheet to the Statement of Net Position
December 31, 2015

	2015 Balance Sheet	Adjustments	Statement of Net Position
<u>ASSETS</u>			
CURRENT ASSETS			
Receivables:			
Due From Primary Government	\$ 40,883	\$ -	\$ 40,883
Total Current Assets	40,883	-	40,883
Total Assets	<u>\$ 40,883</u>	<u>\$ -</u>	<u>\$ 40,883</u>
 <u>LIABILITIES AND FUND BALANCES</u>			
LIABILITIES			
Loan from City of Fort Lupton	\$ -	\$ 50,000 ¹	\$ 50,000
Contingent Liabilities	-	-	-
Total Liabilities	-	50,000	50,000
 FUND BALANCES/NET POSITION			
Unrestricted	39,383	(50,000)	(10,617)
Total Fund Balances	40,883	(50,000)	(9,117)
Total Liabilities and Fund Balances	<u>\$ 40,883</u>		<u>\$ 40,883</u>

¹ Long-Term Liabilities are not due and payable in the current period, therefore not reported in the funds.

FORT LUPTON URBAN RENEWAL AUTHORITY

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGETARY COMPARISON SCHEDULE
 For the Year Ended December 31, 2015

	2015			Positive (Negative) Variance
	Original Budget	Final Budget	Actual	
REVENUES				
Intergovernmental Revenue	\$ -	\$ 40,883	\$ 50,000	\$ 9,117
Total Revenues	-	40,883	50,000	9,117
EXPENDITURES				
Other	-	-	9,117	(9,117)
Total Expenditures	-	-	9,117	(9,117)
Revenues Over (Under) Expenditures	-	40,883	40,883	
Excess (Deficiency) Of Revenues Over Expenditure	\$ -	\$ 40,883	40,883	\$ -
FUND BALANCES, Beginning of Year			-	
FUND BALANCES, Year to Date			\$ 40,883	

FORT LUPTON URBAN RENEWAL AUTHORITY

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2015

	<u>2015</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
Expenditures / Expenses			
Expenditure	\$ 9,117	\$	\$ 9,117
Program Revenues			
Operating Grants, and Contributions	<u>50,000</u>	<u>(50,000)</u>	<u>-</u>
Net Program Revenue	<u>50,000</u>	<u>(50,000)</u>	<u>-</u>
Net Program Expenses	<u>40,883</u>	<u>(50,000)</u>	<u>(9,117)</u>
Change in Net Position	<u>40,883</u>	<u>(50,000)</u>	<u>(9,117)</u>
Fund Balance / Net Position			
Beginning of Year	<u>-</u>	<u>-</u>	<u>-</u>
End of Year	<u>\$ 40,883</u>	<u>\$ (50,000)</u>	<u>\$ (9,117)</u>

STATISTICAL SECTION

STATISTICAL SECTION

The part of the Cities comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures and required supplementary information says about the government's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time..... 75

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax 80

Debt Capacity

These schedules contain information to help the reader assess the affordability of the City's outstanding debt and the ability to issue new debt in the future 87

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place..... 91

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to services the government provides and the activities it performs..... 93

Sources: Unless otherwise noted the information in these schedules is derived from the comprehensive annual financial report for the relevant year.

City of Fort Lupton, Colorado
 Government-wide Net Position by Category
 Fiscal Years 2006-2015
 (accrual basis of accounting)

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Governmental Activities										
Net Investment in Capital Assets	\$ 25,145,709	\$ 25,222,628	\$ 24,815,079	\$ 24,710,688	\$ 24,136,541	\$ 24,253,776	\$ 25,423,316	\$ 25,382,338	\$ 25,369,586	\$ 25,210,238
Restricted	137,045	112,141	259,208	259,208	226,073	3,121,421	2,233,960	2,932,189	3,488,518	4,316,235
Unrestricted	2,691,793	2,103,523	2,061,766	2,215,273	2,690,489	750,712	1,736,771	2,410,189	3,868,299	4,313,384
Subtotal Government Activities Net Position	27,974,547	27,438,292	27,136,053	27,185,169	27,053,103	28,125,909	29,394,047	30,724,716	32,726,403	33,839,857
Business Type Activities										
Net Investment in Capital Assets	22,944,767	22,663,126	22,367,478	23,244,405	24,948,580	24,474,959	25,524,613	32,494,395	33,275,694	41,729,359
Restricted	1,468,376	1,278,536	1,566,173	1,587,049	1,807,957	1,624,858	1,616,906	1,356,597	1,271,912	586,963
Unrestricted	528,590	960,334	441,735	76,219	(484,213)	345,497	394,235	(3,215,546)	(2,943,955)	840,139
Subtotal Business Type Activities Net Position	24,941,733	24,901,996	24,375,386	24,907,673	26,272,324	26,445,314	27,535,754	30,635,446	31,603,651	43,156,461
Total Government										
Net Investment in Capital Assets	48,090,476	47,885,754	47,182,557	47,955,093	49,085,121	48,728,735	50,947,929	57,876,733	58,645,280	66,939,597
Restricted	1,605,421	1,390,677	1,825,381	1,846,257	2,034,030	4,746,279	3,850,866	4,288,786	4,760,430	4,903,198
Unrestricted	3,220,383	3,063,857	2,503,501	2,291,492	2,206,276	1,096,209	2,131,006	(805,357)	924,344	5,153,523
Total Net Position	\$ 52,916,280	\$ 52,340,288	\$ 51,511,439	\$ 52,092,842	\$ 53,325,427	\$ 54,571,223	\$ 56,929,801	\$ 61,360,162	\$ 64,330,054	\$ 76,996,318

Source: City of Fort Lupton Finance Department

City of Fort Lupton, Colorado
Government-wide Changes in Net Position
Fiscal Years 2006-2015
(actual basis of accounting)

	2006	2007	2008	2009	2011	2012	2013	2014
Expenses								
Governmental Activities:								
General Government	\$ 1,888,093	\$ 1,842,978	\$ 1,146,647	\$ 1,402,046	\$ 1,511,845	\$ 1,649,002	\$ 1,983,618	\$ 2,336,076
Public Safety	1,535,172	1,676,527	1,775,631	1,674,082	1,181,606	1,132,846	1,188,061	1,269,834
Public Works	1,188,310	1,300,203	1,307,542	1,303,317	1,028,537	1,232,748	1,351,463	1,406,244
Culture, Parks and Recreation	350,512	159,055	676,103	754,907	803,453	902,575	639,145	621,742
Other	689,626	763,731	1,289,420	626,418	687,754	527,565	546,855	591,798
Total Governmental Activities Expenses	5,651,713	5,742,494	6,195,343	5,760,770	5,213,195	5,444,736	5,709,142	6,225,694
Business Type Activities:								
Utilities	2,542,640	3,149,678	2,883,404	2,856,120	3,170,747	3,534,405	4,591,194	5,738,153
Storm Water Drainage	-	-	29,459	21,523	12,192	14,884	33,747	28,852
Golf	916,383	1,040,200	956,207	879,753	899,114	983,607	1,060,304	1,231,840
Recreation	1,012,835	1,161,252	1,240,599	1,137,713	1,073,717	1,051,829	1,139,988	1,212,567
Interest	1,640,343	1,596,119	1,558,828	1,416,072	1,476,667	1,057,081	-	-
Other	57,797	35,100	49,568	50,359	52,855	50,196	12,750	-
Total Business Type Activities Expenses	6,169,998	6,982,349	6,718,065	6,361,540	6,685,292	6,692,002	6,837,983	8,211,412
Total Government Expenses	11,821,711	12,724,843	12,913,408	12,122,310	11,898,487	12,136,738	12,547,125	14,437,106
Program Revenues								
Governmental Activities:								
Charges for Services, Sales & Fines								
General Government	101,399	95,258	104,061	107,139	85,753	124,611	103,153	78,354
Public Safety	246,832	179,402	178,486	220,495	179,063	290,970	208,226	168,597
Public Works	240,869	185,499	81,810	238,474	832,671	343,635	371,754	276,280
Culture, Parks and Recreation	101,952	76,843	83,009	139,290	73,977	80,132	116,998	122,409
Other	-	-	-	-	-	-	-	-
Operating Grants and Contributions	95,946	147,456	113,100	150,875	155,057	179,023	172,698	235,720
Capital Grants and Contributions	247,313	133,580	504,215	569,355	121,752	164,740	461,155	529,298
Total Governmental Activities Program Revenue	1,034,311	818,038	1,064,681	1,425,628	1,448,273	1,183,111	1,433,984	1,410,658
Business Type Activities:								
Utilities	3,249,371	3,145,264	3,358,923	3,506,146	4,122,995	4,498,327	4,967,660	4,915,359
Storm Water Drainage	-	49,271	66,852	126,781	67,774	107,887	106,172	139,480
Golf	869,214	857,740	951,583	865,126	830,940	916,153	859,367	987,288
Recreation	256,168	314,454	340,706	299,529	351,235	348,839	369,748	371,570
Operating Grants and Contributions	-	-	-	-	-	-	-	3,336
Capital Grants and Contributions	1,262,422	271,012	116,822	854,924	102,902	1,000	298,120	669,042
Total Business Activities Program Revenue	5,637,175	4,637,741	4,834,886	5,652,506	5,475,846	5,872,206	6,601,067	7,086,075
Total Program Revenues	6,671,486	5,455,779	5,899,567	7,078,134	6,924,119	7,055,317	8,035,051	8,496,733
Net (Expenses) / Revenues								
Government Activities	(4,617,402)	(4,924,456)	(5,130,662)	(4,335,142)	(3,764,922)	(4,261,625)	(4,275,158)	(4,815,036)
Business Type Activities	(532,823)	(2,344,608)	(1,883,179)	(709,034)	(1,209,446)	(819,796)	(236,916)	(1,125,337)
Total Government Net Expense	(5,150,225)	(7,269,064)	(7,013,841)	(5,044,176)	(4,974,368)	(5,081,421)	(4,512,074)	(5,940,373)

City of Fort Lupton, Colorado
Government-wide Changes in Net Position
Fiscal Years 2006-2015
{accrual basis of accounting}

	2006	2007	2008	2009	2011	2012	2013	2014
General Revenues and Transfers								
Governmental Activities:								
Taxes:								
Sales & Use Tax	\$ 2,855,512	\$ 2,878,165	\$ 2,750,000	\$ 2,317,028	\$ 2,644,241	\$ 2,970,656	\$ 3,177,171	\$ 4,141,976
Property Tax	982,174	1,082,948	1,121,854	1,215,210	1,401,364	1,410,597	1,501,966	1,668,804
Other	943,367	996,444	945,544	1,064,981	997,937	1,067,750	1,068,065	1,278,040
Investment Earnings	95,754	79,325	27,001	5,851	6,386	6,806	6,142	7,998
Miscellaneous	359,248	168,797	323,479	130,008	255,511	478,296	(367,316)	147,115
Transfers	(428,265)	(329,204)	(339,455)	(348,820)	(467,711)	(404,342)	219,799	(427,210)
Total Governmental Activities	4,807,790	4,876,475	4,828,423	4,384,258	4,837,728	5,529,763	5,605,827	6,816,723
Business Type Activities:								
Property Tax	889,138	897,590	929,837	884,175	880,245	871,184	1,252,924	952,629
Investment Earnings	99,147	164,368	87,277	8,326	4,101	18,225	38,520	17,190
Miscellaneous	3,131	46,503	-	-	30,380	616,485	111,121	696,511
Transfers	428,265	329,204	339,455	348,820	467,711	404,342	342,340	427,210
Total Business Activities	1,419,681	1,437,665	1,356,569	1,241,321	1,382,437	1,910,236	1,744,905	2,093,540
Total General Revenues and Transfers	6,227,471	6,314,140	6,184,992	5,625,579	6,220,165	7,439,999	7,350,732	8,910,263
Changes in Net Position								
Government Activities	190,388	(47,981)	(302,239)	49,116	1,072,806	1,268,138	1,330,669	2,001,687
Business Type Activities	886,858	(906,943)	(526,610)	532,287	172,991	1,090,440	1,507,989	968,203
Total Government-wide Changes in Net Position	\$ 1,077,246	\$ (954,924)	\$ (828,849)	\$ 581,403	\$ 1,245,797	\$ 2,358,578	\$ 2,838,658	\$ 2,969,890

Source: City of Fort Lupton Finance Department

City of Fort Lupton, Colorado
Fund Balances - Governmental Funds
Fiscal Years 2006-2015
(modified accrual basis of accounting)

General Fund	2006	2007	2008	2009	2010	2011	2012	2013	2014
Restricted For:									
Emergency Reserve	\$ 119,456	\$ 128,772	\$ 175,879	\$ 168,317	\$ 141,993	\$ 133,517	\$ 172,124	\$ 186,151	\$ 257,218
Drug Forfeitures	7,771	10,685	8,588	10,414	10,685	5,207	5,208	-	-
Water Sales Tax	781,800	1,010,329	1,168,188	1,048,380	815,127	802,356	875,257	1,119,897	1,319,780
Street Sales Tax	641,659	680,568	742,109	1,169,635	1,440,946	1,703,013	559,717	889,080	954,895
Children's Fund	-	-	-	-	-	-	5,038	1,248	12,248
Committed									
Assigned							136,960	133,707	131,235
Non-Spendable							12,500	338,177	1,291,328
Unassigned							5,670	-	124,949
Total General Fund	1,277,966	383,574	174,070	33,328	245,162	901,187	1,726,873	2,081,212	2,485,096
	2,828,652	2,213,928	2,268,834	2,430,074	2,653,913	3,545,280	3,499,347	4,749,472	6,576,749
All Other Governmental Funds									
Restricted for:									
Culture, Parks & Recreation	130,718	124,990	(11,971)	17,104	161,850	214,385	295,911	422,336	590,013
Other Non-Major Governmental Funds	110,490	141,923	206,675	195,421	243,419	262,943	320,705	313,477	354,364
Non-Spendable									49
Total All Other Governmental Funds	241,208	266,913	194,704	212,525	405,269	477,328	616,616	735,813	944,426
Total Governmental Funds									
Restricted	1,550,686	1,830,354	2,094,764	2,396,746	2,408,751	2,644,093	2,233,960	2,932,189	3,488,518
Committed							136,960	133,707	131,235
Assigned							12,500	338,177	1,291,328
Non-Spendable							5,670	-	124,998
Unassigned	1,519,174	650,487	368,774	245,853	650,431	1,378,515	1,726,873	2,081,212	2,485,096
Total Governmental Fund Balances	\$ 3,069,860	\$ 2,480,841	\$ 2,463,538	\$ 2,642,599	\$ 3,059,182	\$ 4,022,608	\$ 4,115,963	\$ 5,485,285	\$ 7,521,175

Source: City of Fort Lupton Finance Department

City of Fort Lupton, Colorado
 Changes in Fund Balance - Governmental Funds
 Fiscal Years 2006-2015
 (modified accrual basis of accounting)

	2006	2007	2008	2009	2010	2011	2012	2013	2014
REVENUES									
Taxes & Assessments	\$ 4,048,446	\$ 4,209,904	\$ 4,113,137	\$ 3,947,531	\$ 3,918,656	\$ 4,239,950	\$ 4,589,158	\$ 4,892,341	\$ 6,059,815
Licenses & Permits	79,791	75,938	51,583	59,794	168,899	151,975	131,636	126,146	111,044
Intergovernmental	640,383	688,428	1,013,837	1,292,855	683,294	747,953	877,978	1,151,973	971,940
Charges for Services	588,382	527,804	493,824	454,567	504,533	543,975	510,629	601,898	600,935
Fines & Forfeits	244,359	173,741	169,964	193,210	194,716	171,826	285,163	155,089	131,096
Other	510,030	347,903	342,449	199,167	198,421	765,327	722,654	472,612	779,758
Total Revenues	6,111,391	6,023,718	6,184,794	6,147,124	5,668,519	6,621,006	7,117,218	7,400,059	8,654,588
EXPENDITURES									
Current:									
General Government	1,688,351	1,867,318	1,247,760	1,360,426	1,317,658	1,480,055	1,678,331	1,961,113	2,270,095
Public Safety	1,470,321	1,608,426	1,705,871	1,641,162	1,589,310	1,157,474	1,103,279	1,136,985	1,221,589
Public Works	380,065	474,108	477,622	513,447	416,827	396,787	482,720	472,512	488,460
Culture, Parks & Recreation	228,643	229,475	684,398	683,580	568,170	626,472	723,720	462,009	439,996
Other	700,120	746,514	837,270	626,102	703,964	678,315	525,532	544,822	588,768
Capital Outlay	786,542	839,573	879,875	764,681	149,103	850,766	2,105,939	1,118,019	1,182,582
Total Expenditures	5,254,042	5,765,414	5,832,796	5,589,398	4,745,032	5,189,869	6,619,521	5,695,460	6,191,490
Excess (Deficiency) of Revenues Over Expenditures	857,349	258,304	351,998	557,726	923,487	1,431,137	497,697	1,704,599	2,463,098
Other Financing Sources (Uses)									
Payment of Loan	-	(29,845)	(29,845)	(29,845)	(29,845)	-	-	-	-
Transfers In	313,719	384,501	350,905	415,536	302,995	285,100	416,904	39,799	107,341
Transfers Out	(741,984)	(713,705)	(690,360)	(764,356)	(780,054)	(752,811)	(821,246)	(382,139)	(534,551)
Other	-	-	-	-	-	-	-	7,063	-
Total Other Financing Sources (Uses)	(428,265)	(359,049)	(369,300)	(378,665)	(506,904)	(467,711)	(404,342)	(335,277)	(427,210)
NET CHANGE IN FUND BALANCES	\$ 429,084	\$ (100,745)	\$ (17,302)	\$ 179,061	\$ 416,583	\$ 963,426	\$ 93,355	\$ 1,369,322	\$ 2,035,888
Debt Service as a percentage of Noncapital Expenditures	0%	0.61%	0.60%	0.62%	0.65%	0%	0%	0%	0%

Source: City of Fort Lupton Finance Department

City of Fort Lupton, Colorado
 General Governmental Tax Revenue by Source
 Fiscal Years 2006-2015

	2006	2007	2008	2009	2010	2011	2012	2013	2014
REVENUES SOURCE									
Sales Tax	\$ 2,750,156	\$ 2,807,706	\$ 2,750,000	\$ 2,317,028	\$ 2,342,006	\$ 2,317,299	\$ 2,822,830	\$ 3,119,863	\$ 4,050,978
Property Tax	982,174	1,082,948	1,121,854	1,215,210	1,274,416	1,401,365	1,410,597	1,471,927	1,668,804
Motor Vehicle Tax	33,014	37,228	36,643	41,306	33,913	30,102	28,324	28,728	29,732
Specific Ownership Tax	177,746	211,562	195,024	196,257	134,835	164,243	179,581	184,481	219,304
Other	105,356	70,460	9,616	177,730	133,486	326,941	147,826	87,342	90,997
Total Revenues	\$ 4,048,446	\$ 4,209,904	\$ 4,113,137	\$ 3,947,531	\$ 3,918,656	\$ 4,239,950	\$ 4,589,158	\$ 4,892,341	\$ 6,059,815

Source: City of Fort Lupton Finance Department

City of Fort Lupton, Colorado

Sales Tax by Category

Fiscal Years 2006-2015

	2006	2007	2008	2009	2010	2011	2012	2013	2014
REVENUES SOURCE									
Motor Vehicle	\$ 526,824	\$ 582,214	\$ 586,909	\$ 386,339	\$ 334,486	\$ 373,966	\$ 477,499	\$ 551,239	\$ 939,480
Hotels/motels	18,328	14,543	21,612	15,766	16,677	20,416	23,581	29,594	31,145
Restaurant	270,672	309,751	303,337	283,762	298,750	334,350	361,030	411,571	476,089
Food/grocery	516,157	510,113	511,838	459,563	458,181	475,766	503,190	533,937	585,585
Gas Stations/convenience	65,926	55,611	27,974	21,495	22,889	20,285	21,737	24,718	49,956
Utilities	506,636	510,189	487,821	446,835	399,472	410,238	394,362	446,456	469,668
Liquor/beer	103,492	98,203	112,182	109,888	111,697	127,394	143,911	149,661	166,235
Auto	158,179	181,798	119,053	107,504	125,661	123,024	152,924	162,591	161,063
Retail	125,738	113,151	161,562	141,458	156,364	156,922	188,070	220,988	282,560
Other	442,611	395,702	416,395	270,282	372,494	234,973	470,892	439,151	737,190
Wholesale	15,593	36,431	1,317	74,136	45,335	39,965	85,634	149,958	163,991
Total Revenues	\$ 2,750,156	\$ 2,807,706	\$ 2,750,000	\$ 2,317,028	\$ 2,342,006	\$ 2,317,299	\$ 2,822,830	\$ 3,119,863	\$ 4,062,961

Source: Sales Tax reports provided by Colorado Department of Revenue

City of Fort Lupton, Colorado

Assessed and Estimated Actual Value of Taxable Property
Fiscal Years 2006-2015

Fort Lupton									
Year	Residential Property	Commercial Property	Industrial Property	Agricultural Property	Oil & Gas Property	Vacant Land	Other		
2006	26,756,670	17,280,890	4,224,310	156,770	6,972,770	1,742,700	24,945,240		
2007	26,792,580	20,500,150	4,466,820	155,200	6,873,980	1,957,850	24,085,110		
2008	27,054,540	18,950,020	4,565,800	154,430	4,475,690	1,801,000	24,766,310		
2009	20,390,160	19,720,250	4,125,420	162,230	8,034,530	1,454,460	28,713,590		
2010	20,449,300	19,174,600	4,270,680	218,150	7,209,310	1,451,790	28,647,170		
2011	18,841,290	17,711,660	5,074,390	251,640	8,634,070	1,162,660	29,969,690		
2012	18,971,660	18,144,720	5,607,200	259,340	22,494,410	1,123,790	32,472,850		
2013	18,510,770	19,159,730	10,138,620	256,010	16,188,079	976,600	31,313,940		
2014	18,826,110	19,687,500	11,989,010	399,200	12,016,590	894,760	30,632,340		
2015	25,956,340	25,005,200	13,447,860	547,520	7,426,490	1,013,950	43,833,530		
Less:									
2006	7,632,320	82,079,350	24,531	537,221,144	15.28%				
2007	8,957,690	84,831,690	25,952	552,852,859	15.34%				
2008	10,098,050	81,767,790	26,359	439,897,338	18.59%				
2009	11,505,430	82,600,640	28,041	452,643,407	18.25%				
2010	11,788,130	81,421,000	27,981	451,060,161	18.05%				
2011	14,870,340	81,645,400	27,767	435,101,260	18.76%				
2012	14,844,050	99,073,970	27,166	465,816,142	21.27%				
2013	14,771,850	96,543,749	27,166	466,145,510	20.71%				
2014	15,758,840	94,445,510	30,274	471,538,955	20.03%				
2015	16,308,230	100,922,660	28,977	569,925,138	17.71%				
Grand Total									
		Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value						

Source: Weld County Assessor

City of Fort Lupton, Colorado
 Property Tax Levy from District and Overlapping Governments
 Fiscal Years 2006-2015

Year	City of Fort Lupton		Weld County		Fort Lupton		Fort Lupton		Fort Lupton		Central CO	
	Year	Fort Lupton	Weld County	School District	Fire Protection	Fire Bond	High Plains	Aims Junior	Water	Conservancy	Water	Conservancy
Rates (in mills)			RE8	District	(2022)	Library District	College	District	District		District	District
2006	24.146	16.804	23.635	8.223	-	3.261	6.330	0.550				
2007	24.531	16.804	23.784	8.201	-	3.253	6.308	0.487				
2008	25.952	16.804	24.220	8.465	-	3.260	6.323	0.540				
2009	26.359	16.804	22.200	6.112	1.879	3.255	6.312	0.425				
2010	28.041	16.804	25.319	6.101	2.380	3.281	6.360	0.425				
2011	27.981	16.804	22.780	6.051	1.963	3.271	6.355	0.392				
2012	27.767	16.804	22.350	8.524	1.514	3.261	6.318	1.856				
2013	27.166	16.804	20.703	9.295	1.239	3.264	6.302	1.887				
2014	30.274	15.800	19.563	9.303	1.032	3.267	6.333	1.737				
2015	28.977	15.800	15.755	9.343	0.632	3.308	6.325	1.533				
Levy												
2006	\$ 1,981,888	\$ 70,575,085	\$ 7,538,765	\$ 2,028,143	\$ -	\$ 12,128,026	\$ 22,688,970	\$ -	\$ 714,887			
2007	2,081,006	75,033,757	7,469,531	2,049,586	-	12,727,831	23,740,372	-	626,277			
2008	2,122,038	76,642,132	7,260,190	1,920,185	-	13,012,470	24,212,078	-	663,436			
2009	2,177,270	96,859,643	8,181,861	1,754,847	539,489	16,606,558	31,080,404	539,489	758,186			
2010	2,283,126	78,373,379	7,075,670	1,359,770	531,610	13,294,958	24,509,558	531,610	518,945			
2011	2,284,520	90,117,557	7,801,583	1,575,093	513,434	15,555,381	28,430,261	513,434	594,635			
2012	2,750,987	107,816,616	9,775,936	2,916,831	520,590	18,760,406	34,250,321	520,590	3,371,803			
2013	2,622,707	119,624,895	11,401,035	3,833,699	512,476	21,087,951	38,349,920	512,476	4,064,629			
2014	2,859,243	144,255,294	12,588,987	4,648,631	516,853	27,510,678	51,249,131	516,853	5,167,759			
2015	2,924,436	183,013,032	21,712,180	7,676,851	520,152	35,346,739	63,979,797	520,152	5,584,741			

Source: Weld County Assessor

City of Fort Lupton, Colorado
 Property Tax Levy from District and Overlapping Governments
 Fiscal Years 2006-2

Year	Central CO		Northern CO					Total (excluding metro districts)
	Water Sub District	Water Conservancy District	Cottonwood Green District #1	Cottonwood Green District #2	Cottonwood Green District #3	Cottonwood Green District #4	Cottonwood Green District #5	
2006	3.221	1.000	43.000	43.000	43.000	43.000	43.000	87.170
2007	0.746	1.000	43.000	43.000	43.000	43.000	43.000	85.114
2008	1.306	1.000	43.000	43.000	43.000	43.000	43.000	87.870
2009	1.338	1.000	43.000	43.000	43.000	43.000	43.000	85.684
2010	1.339	1.000	43.000	43.000	43.000	43.000	43.000	91.050
2011	1.319	1.000	43.000	43.000	43.000	43.000	43.000	87.916
2012	1.291	1.000	43.000	43.000	43.000	43.000	43.000	90.685
2013	1.301	1.000	43.000	43.000	43.000	43.000	43.000	88.961
2014	1.309	1.000	43.000	43.000	43.000	43.000	43.000	89.618
2015	1.272	1.000	43.000	43.000	43.000	43.000	43.000	83.945

Levy	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Central CO Water Sub District	\$ 3,157,565	724,378	1,203,894	1,795,272	1,250,025	1,452,128	1,707,595	1,916,219	2,722,329	2,945,435
Northern CO Water Conservancy District	\$ 3,186,435	3,430,828	3,494,476	4,197,907	3,498,148	3,901,547	4,412,136	4,418,338	4,821,505	5,983,037
Cottonwood Green District #1	\$ 0	0	0	0	0	1	1	115	1	1
Cottonwood Green District #2	\$ 0	0	0	0	0	1	1	115	1	1
Cottonwood Green District #3	\$ 0	0	0	0	0	1	1	115	1	1
Cottonwood Green District #4	\$ 0	0	0	0	0	0	0	0	0	0
Cottonwood Green District #5	\$ 0	0	0	0	0	0	0	0	0	0
Total (excluding metro districts)	\$ 123,999,765	\$ 127,883,565	\$ 130,530,899	\$ 163,951,437	\$ 132,695,190	\$ 152,226,138	\$ 186,283,220	\$ 207,831,869	\$ 256,340,411	\$ 329,686,399

Source: Weld County

City of Fort Lupton, Colorado
Property Tax Levies and Collections
Fiscal Years 2006-2015

Year Levied	Tax Levy	Tax Collected	Percent of Levy		Delinquent Tax Collection	Total Collection	Percent of Total Tax Collected
			Collected	Collection			
2006	1,981,888	1,869,807	99.8%	1,506	1,871,411	99.9%	
2007	2,081,006	1,978,934	99.9%	1,604	1,979,387	99.9%	
2008	2,122,038	2,056,405	98.8%	453	2,086,566	100.3%	
2009	2,177,270	2,099,385	98.9%	30,161	2,099,919	99.0%	
2010	2,283,126	2,167,578	99.6%	534	2,171,400	99.7%	
2011	2,284,520	2,277,788	99.8%	3,822	2,277,801	99.8%	
2012	2,750,987	2,281,768	99.9%	13	2,287,284	100.1%	
2013	2,622,750	2,749,374	99.9%	5,516	2,750,148	100.0%	
2014	2,859,287	2,620,552	99.9%	774	2,623,951	100.0%	
2015	2,923,205	2,859,567	100.0%	3,399	2,859,567	100.0%	

Source: Fort Lupton Finance Department & Weld County Assessor's Office

Note: Taxes Levied in one year are collected the following year. Years listed above represent the year taxes were levied.

City of Fort Lupton, Colorado
Principal Property Taxpayers
Fiscal Years 2015

	City of Fort Lupton				Weid County				
	2014		2015		2014		2015		
	Assessed Value	Rank	Percent of Total Assessed Value	Assessed Value	Rank	Percent of Total Assessed Value	Assessed Value	Rank	Percent of Total Assessed Value
Tri-State Cogeneration Partnership	\$ 22,314,800	1	22.52%	\$ 16,922,700	1	17.53%	\$ -		
Halliburton Energy Services Inc		2	6.41%	6,185,110	2	6.41%			
Kerr-McGee Oil & Gas Onshore LP	9,930,110	2	10.02%	5,796,790	3	6.00%			
Public Service Co Of Colo (Xcel)	4,224,740	3	4.26%	4,035,640	4	4.18%	101,246,200	3	3.38%
Golden Aluminum Inc	3,474,110	4	3.51%	3,537,880	5	3.66%			2,742,921,420
A&W Water Services Inc				2,613,140	6	2.71%			236,338,400
Vision Oil Tools LLC				2,021,050	7	2.09%			
Kerr-McGee Gathering LLC				1,969,000	8	2.04%	33,150,100	9	1.11%
Qwest Corporation	1,444,700	6	1.46%	1,690,100	9	1.75%			158,389,110
Safeway Stores 46 Inc	1,182,040	7	1.19%	1,228,460	10	1.27%			
United Power Inc	1,057,340	8	1.07%	1,228,460	11	1.27%			
Encana Oil & Gas (USA) Inc	1,524,450	5	1.54%	1,133,740	12	1.17%	78,768,780	4	2.63%
Greenhouse Colorado LLC	890,560	9	0.90%						639,256,280
Bach Composite Colorado Inc	796,640	10	0.80%						
Noble Energy Inc									
Petroleum Development Corp									
DCP Midstream LP							40,358,480	6	1.35%
Bonanza Creek Energy Inc									2,115,829,960
PDC Energy Inc									202,790,600
Extraction Oil & Gas LLC									432,940,970
Bill Barrett Corporation									432,068,270
Whiting Oil and Gas									186,796,300
Carrizo Oil & Gas Inc									164,266,450
Kerr-McGee Rocky Mountain Corp							345,574,340	1	11.54%
Patina Oil & Gas Corporation							298,148,540	2	9.96%
Merit Energy							40,564,600	5	1.36%
Eastman Kodak Company							37,486,180	7	1.25%
Prima Oil & Gas							34,999,910	8	1.17%
Duke Energy Field Services Inc							31,004,620	10	1.04%
	\$ 46,839,490		47.28%	\$ 48,362,070		50.09%	\$ 1,041,301,750		34.79%
									\$ 7,616,642,720
									83.42%

Source: Weid County Assessor's Office

City of Fort Lupton, Colorado
Ratio of Outstanding Debt by Type
Fiscal Years 2006-2015
(Unaudited)

Year	Governmental Activities			Business Type Activities			Total Primary Government	Weld County Percentage of Personal Income	Per Capita
	Capital Leases	Revenue Bonded Debt	General Obligation Bond	Construction Loans	Capital Leases				
2006	1,300,821	19,849,200	5,835,000	6,771,842	60,000	33,816,863	0.579%	4,675	
2007	1,014,981	19,531,600	5,560,000	6,238,009	146,418	32,491,008	0.522%	4,442	
2008	775,985	19,201,200	5,280,000	5,692,308	109,182	31,058,675	0.466%	4,197	
2009	527,414	18,861,800	4,990,000	5,123,965	70,041	29,573,220	0.401%	3,944	
2010	268,886	18,503,300	4,690,000	4,527,627	28,886	28,018,699	0.396%	3,798	
2011	-	18,125,400	4,560,000	6,015,374	-	28,700,774	0.414%	3,835	
2012	-	17,731,800	4,200,000	3,138,014	-	25,069,814	0.323%	3,398	
2013	-	17,318,400	3,936,282	2,714,804	-	23,969,486	0.287%	3,249	
2014	-	16,882,900	3,542,379	2,608,381	-	23,033,660	0.297%	3,122	
2015	-	12,344,045	3,128,466	2,499,833	-	17,972,344	0.215%	2,436	

Source: Fort Lupton Finance Department

City of Fort Lupton, Colorado
Ratio of General Bonded Debt Outstanding
Fiscal Years 2006-2015
(Unaudited)

Year	City Population (1)	Estimated Actual Value (2)	General Obligation Bond (3)	General	
				Bonded Debt to Actual Taxable Valuation	General Bonded Debt Per Capita
2006	7,234	528,411,898	5,835,000	1.10%	807
2007	7,315	537,221,144	5,560,000	1.03%	760
2008	7,400	552,852,859	5,280,000	0.96%	714
2009	7,498	439,897,338	4,990,000	1.13%	666
2010	7,377	452,643,407	4,690,000	1.04%	636
2011	7,483	451,060,161	4,560,000	1.01%	609
2012	7,377	435,101,260	4,200,000	0.97%	569
2013	7,377	465,816,142	3,825,000	0.82%	519
2014	7,377	466,145,510	3,445,000	0.74%	467
2015	7,651	471,538,955	3,128,466	0.66%	409

Source: Fort Lupton Finance Department

(1) Department of Local Affairs / US Census

(2) Weld County Assessors Office

(3) General Obligation Bond Debt equal to the gross general obligation bond debt less obligations associated with proprietary Funds. In this table the gross general obligation debt is equal to net general obligation bond debt

City of Fort Lupton, Colorado
Pledged Revenue Coverage
(Unaudited)

Year	Utility Revenues	Less: Operating Expenditures	Net Available Revenue	Debt Service			Coverage
				Principal	Interest		
2006	3,249,371	2,542,640	706,731	794,306	976,902	0.40	
2007	3,145,264	3,149,678	(4,414)	838,249	948,698	(0.00)	
2008	3,358,923	2,883,404	475,519	872,951	908,351	0.27	
2009	3,506,146	2,856,120	650,026	909,598	866,328	0.37	
2010	3,918,328	2,800,607	1,117,721	956,802	822,435	0.63	
2011	4,122,995	3,170,747	952,248	1,004,759	774,030	0.54	
2012	4,498,327	3,534,405	963,922	1,058,035	723,345	0.54	
2013	5,398,703	4,603,944	794,759	836,613	675,520	0.53	
2014	4,915,359	4,603,119	312,240	316,420	168,472	0.64	
2015	5,218,152	3,778,458	1,439,694	220,000	104,726	4.43	

Source: Fort Lupton Finance Department current & prior year financial statements
Operating expenditures are net of depreciation expense

City of Fort Lupton, Colorado
 Direct and Overlapping General Bonded Debt
 December 31, 2015
 (Unaudited)

	Outstanding General Obligation Bond Debt	Percentage Applicable to the City	Share of Debt Applicable to the City
Direct Debt			
City of Fort Lupton	\$ 3,128,466	100%	\$ 3,128,466
Overlapping General Obligation Bond Debt			
Fort Lupton Fire Protection District	4,042,500	28.81%	1,164,644
Weld County School District RE-8	15,135,000	20.78%	3,145,053
Direct & Overlapping General Obligation Bonded Debt	<u>\$ 22,305,966</u>		<u>\$ 7,438,163</u>

Source: Provided by each entity

Note:

The following governments had no outstanding general obligation bond debt as of December 31, 2014:

Weld County, High Plains Library District, Northern Colorado Water Conservancy District, Central Colorado Water Conservancy District, Aims Community College

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by residents and businesses of The City of Fort Lupton. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

City of Fort Lupton, Colorado
Demographic and Economic Statistics
Fiscal Years 2006-2015
(Unaudited)

Year	City Population (1)	Weld County (2)			Unemployment Rate
		Personal Income Amounts (expressed in billions)	Per Capita Income		
2006	7,234	5.84	25,495		3.80%
2007	7,315	6.23	26,280		4.63%
2008	7,400	6.66	27,238		6.30%
2009	7,498	7.38	27,788		8.16%
2010	7,377	7.07	28,503		9.80%
2011	7,483	6.93	27,186		9.10%
2012	7,377	7.76	25,233		8.70%
2013	7,377	8.35	29,986		6.70%
2014	7,377	8.35	31,657		3.90%
2015					

(1) Source: Census Data or State of Colorado Department of Local Affairs, Division of Local Government.
(2) Weld County.

Source: Upstate Colorado in cooperation with University of Northern Colorado and the State of Colorado demographer.

City of Fort Lupton, Colorado
 Principal Employers
 Fiscal Years 2015
 (Unaudited)

	Employees	Rank
Halliburton	800	1
Weid School RE8	325	2
A&W Water Supply	246	3
Golden Aluminum	181	4
City of Fort Lupton	159	5
San Jel	111	6
Safeway	85	7
Lead Energy Services	65	8
BMC Truss	53	9
Salud Clinic	50	10

Source: City of Fort Lupton Economic Development Department

Information not available for prior years. Data will be accumulated over time.

City of Fort Lupton, Colorado
 Principal Employers
 Fiscal Years 2015
 (Unaudited)

	Employees	Rank	% of Total Employment
Halliburton	800	1	29%
Weld School RE8	325	2	12%
A&W Water Supply	246	3	9%
Golden Aluminum	181	4	7%
City of Fort Lupton	159	5	6%
San Jel	111	6	4%
Safeway	85	7	3%
Lead Energy Services	65	8	2%
BMC Truss	53	9	2%
Salud Clinic	50	10	2%

Source: City of Fort Lupton Economic Development Department
 and Upstate Colorado

Miscellaneous Statistics
Fiscal Years 2015
(Unaudited)

2015

Number of Employees		
Non-Exempt (hourly)	69	
Exempt (salary)	15	
Area (sq. miles)	10.54	2015
Miles of streets maintained	50.28	2015
Population (est.)	7651	
Elected Officials	7	2015
Employees (Full-time equivalents)	76.51	2015
Police Protection:		
Number of Stations	1	2015
Number of Sworn Police Officers	15	2015
Municipal Water and Sewer:		
Miles of Water Mains	45	
Miles of Sanitary Sewer Mains	36	
Miles of Storm Sewer Mains	26	
Municipal Parks and Recreation:		
Number of Indoor Swimming Pools	1	2015
Parks (Developed/Undeveloped)	11/3	2015
Services not included in the reporting entity:		
Fire Protection (Fort Lupton Fire Protection District):	2	2015
Electricity Services (United Power)	-	
Natural Gas Service (Xcel Energy)	-	
School District - Weld County School District RE-8	4	2015

Source: City of Fort Lupton Finance Department
Information not available for prior years. Ten year data will be accumulated over time.

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT	City or County: City
	YEAR ENDING : 12/15
This Information From The Records Of (for example - City of _ or County of _ City of Fort Lupton	Prepared By: Kris Kindle Phone: (720) 466-6121

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway disbursements:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	352,893
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	318,834
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	78,177
2. General fund appropriations		b. Snow and ice removal	15,018
3. Other local imposts (from page 2)	1,149,473	c. Other	17,452
4. Miscellaneous local receipts (from page 2)	150,877	d. Total (a. through c.)	110,648
5. Transfers from toll facilities		4. General administration & miscellaneous	
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	774,324
a. Bonds - Original Issues		6. Total (1 through 5)	1,556,699
b. Bonds - Refunding Issues		B. Debt service on local obligations:	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	0	a. Interest	
7. Total (1 through 6)	1,300,349	b. Redemption	
B. Private Contributions	173,601	c. Total (a. + b.)	0
C. Receipts from State government (from page 2)	287,214	2. Notes:	
D. Receipts from Federal Government (from page 2)	0	a. Interest	
E. Total receipts (A.7 + B + C + D)	1,761,164	b. Redemption	
		c. Total (a. + b.)	0
		3. Total (1.c + 2.c)	0
		C. Payments to State for highways	
		D. Payments to toll facilities	
		E. Total disbursements (A.6 + B.3 + C + D)	1,556,699

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)	0			0
1. Bonds (Refunding Portion)				
B. Notes (Total)	0			0

V. LOCAL ROAD AND STREET FUND BALANCE

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	(1,580,683)	1,761,164	1,556,699	(1,376,218)	0

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT

STATE:
Colorado
YEAR ENDING (mm/yy):
12/15

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assessments		a. Interest on investments	1,223
b. Other local imposts:		b. Traffic Fines & Penalties	132,971
1. Sales Taxes	467,209	c. Parking Garage Fees	
2. Infrastructure & Impact Fees	404,668	d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	0
4. Licenses		f. Charges for Services	
5. Specific Ownership/Cnty R&B	277,596	g. Other Misc. Receipts	0
6. Total (1. through 5.)	1,149,473	h. Other-SSTX Fund Use Tax	16,683
c. Total (a. + b.)	1,149,473	i. Total (a. through h.)	150,877
	(Carry forward to page 1)		(Carry forward to page 1)

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes	259,256	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	27,958	d. Federal Transit Admin	
d. Other (Specify)	0	e. U.S. Corps of Engineers	
e. Other (Specify)		f. Other Federal	0
f. Total (a. through e.)	27,958	g. Total (a. through f.)	0
4. Total (1. + 2. + 3.f)	287,214	3. Total (1. + 2.g)	
			(Carry forward to page 1)

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			0
b. Engineering Costs	6,270	34,702	40,972
c. Construction:			
(1). New Facilities			0
(2). Capacity Improvements			0
(3). System Preservation			0
(4). System Enhancement & Operation		311,921	311,921
(5). Total Construction (1) + (2) + (3) + (4)	0	311,921	311,921
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)	6,270	346,623	352,893
			(Carry forward to page 1)

Notes and Comments:

City Council
and Management of the City of Fort Lupton
Fort Lupton, Colorado

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Fort Lupton (the City) as of and for the year ended December 31, 2015, in accordance with auditing standards generally accepted in the United States of America, we considered the entity's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the entity's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to fraud or error may occur and not be detected by such controls. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Material Weaknesses

Given the limitations described in the second paragraph, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

Significant Deficiencies

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in the entity's internal control to be significant deficiencies:

Purchasing Procedures

During our audit, we noted the following instances or practices that appear to be inconsistent with the City's purchasing policies:

- The City utilizes a purchase card system. During our audit, we noted a practice whereby certain individuals without a purchase card were allowed to make purchases at a local business "on credit." The local business would then have an authorized signor approve the purchases prior to charging the City.

At times, certain City purchases must be made with minimal notice. However, policies requiring proper approval for transactions are critical in ensuring the use of City funds are necessary and consistent with appropriations and spending limits established by City Council. We recommend management consider evaluating and enhancing its existing procedures to authorize City purchases. Management should consider both the need to properly approve purchases, as well as the need to provide services to constituents in a timely manner.

Management's response: At times during the year, emergencies occur and items that require a purchase order need to be bought immediately. For example, when a water main breaks the repairs need to be done immediately requiring the purchase of materials and rental of equipment. The department head always notifies the City Administrator and Mayor and gets verbal approval of the expenditure. Written approval is not always possible. A purchase order form with all the appropriate levels of authorization is completed after the event.

Management's Response

The City of Fort Lupton's written responses to the significant deficiency identified in our audit were not subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Other Deficiencies in Internal Control and Other Matters

During our audit, we became aware of other deficiencies in internal control and other matters that are opportunities to strengthen your internal control and improve the efficiency of your operations. While the nature and magnitude of the other deficiencies in internal control were not considered important enough to merit the attention of City Council, they are considered of sufficient importance to merit management's attention and are included herein to provide a single, comprehensive communication for both those charged with governance and management.

Information Technology Controls – User Access

During our audit, we noted certain individuals have unrestricted access within the Information Technology system and can add or modify vendors, approve invoices for payment or edit employee information. In addition, the Finance Director has the authority or access to reset passwords for other users. These limitations are a result of a small accounting department, which can create segregation of duty issues.

We recommend management evaluate its existing policies and practices regarding their Information Technology systems, specifically, surrounding user access controls. Management should ensure that all user controls align with their job title, job descriptions and job responsibilities.

Review Documentation

During our audit, we noted that the City implemented a review process over the posting of utility billing. These reports are generated electronically from the system and reviewed by the Finance Director; however, there is no documentation of this review. In addition, it was noted through review of control procedures and inquiry of City personnel, that work performed by the Finance Director, specifically related to journal entries, and does not go through a formal review process. We recommend the City review its internal control structure and implement a process and control where all journal entries are reviewed by an individual other than the individual who initiates and records the entry with evidence of this review.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various entity personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This communication is intended solely for the information and use of management, City Council, and others within the entity, and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Broomfield, Colorado
June 15, 2016

City Council
City of Fort Lupton
Fort Lupton, Colorado

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Fort Lupton as of and for the year ended December 31, 2015, and have issued our report thereon dated June 15, 2016. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Fort Lupton are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during 2015.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of depreciation expense is based on the estimated useful lives of capital assets from the date they were placed in service. We evaluated the key factors and assumptions used to develop the estimates of useful lives of assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosure of the City's default on its Golf Course Revenue Anticipation Notes in Note 14 to the financial statements describes the nature of the settlement agreement.
- The disclosure of commitments and contracts in Note 15 to the financial statements describes certain contracts the City has entered into that represent either future commitments or expected futures revenues of the City.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

The attached schedule summarizes all misstatements detected as a result of audit procedures that were corrected by management.

Disagreements with management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the attached management representation letter dated June 15, 2016.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other audit findings or issues

We have provided a separate letter to you dated June 15, 2016, communicating internal control related matters identified during the audit.

Other information in documents containing audited financial statements

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

With respect to the combining and individual fund financial statements and schedules and Local Highway Finance Report (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated June 15, 2016.

The introductory and statistical sections accompanying the financial statements, which are the responsibility of management, were prepared for purposes of additional analysis and are not a required part of the financial statements. Such information was not subjected to the auditing procedures applied in the audit of the financial statements, and, accordingly, we did not express an opinion or provide any assurance on it.

In connection with the entity's Comprehensive Annual Financial Report, we did not perform any procedures or corroborate other information included in the annual report. Our responsibility for such other information does not extend beyond the financial information identified in our auditors' report. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in such documents. However, as required by professional standards, we read management's discussion and analysis of financial conditions and results of operations and considered whether the information or the manner in which it was presented was materially inconsistent with information or the manner of presentation of the financial statements. We did not identify any material inconsistencies between the other information and the audited financial statements.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

* * *

This communication is intended solely for the information and use of the City Council and management of the City of Fort Lupton and is not intended to be, and should not be, used by anyone other than these specified parties.

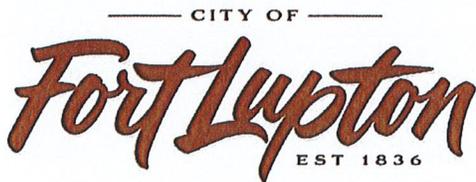


CliftonLarsonAllen LLP

Broomfield, Colorado
June 15, 2016

City of Fort Lupton
Exhibit A - Corrected Misstatements
December 31, 2015

<u>Description</u>	<u>Debit</u>	<u>Credit</u>
Adjustment # 1 (Golf Course Fund)		
To record gain on extinguishment related to the tender offer of Golf Course Bonds. Previously recorded as prior period adjustment.		
Fund Balance	\$ 6,663,013	
Gain on Extinguishment of Debt		\$ 6,663,013



COME PAINT YOUR FUTURE WITH US

City of Fort Lupton Finance Department

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

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

June 15, 2016

CliftonLarsonAllen LLP
370 Interlocken Boulevard, Suite 500
Broomfield, CO 80021

This representation letter is provided in connection with your audit of the financial statements of the City of Fort Lupton, which comprise the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of December 31, 2015, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of June 15, 2016 the following representations made to you during your audit of the financial statements as of and for the year ended December 31, 2015.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 11, 2016, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

June 15, 2016

CliftonLarsonAllen LLP
370 Interlocken Boulevard, Suite 500
Broomfield, CO 80021

This representation letter is provided in connection with your audit of the financial statements of the City of Fort Lupton, which comprise the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of December 31, 2015, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of June 15, 2016 the following representations made to you during your audit of the financial statements as of and for the year ended December 31, 2015.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 11, 2016, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

- Significant estimates have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Significant estimates are estimates at the financial statement date that could change materially within the next year.
- Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- No events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
- We have not identified or been notified of any uncorrected financial statement misstatements.
- You have proposed adjusting journal entries that have been posted to the entity's accounts. We have reviewed and approved those adjusting journal entries and understand the nature of the changes and their impact on the financial statements. We are in agreement with those adjustments and accept responsibility for them.
- We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP.
- Guarantees, whether written or oral, under which the entity is contingently liable, if any, have been properly recorded or disclosed in accordance with U.S. GAAP.
- Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date and have been reduced to their estimated net realizable value.
- The methods and significant assumptions used to determine fair values of financial instruments are as follows: investments are valued at quoted market prices. The methods and significant assumptions used result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.
- We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- Participation in a public entity risk pool has been properly reported and disclosed in the financial statements.
- We do not plan to make frequent amendments to our pension or other postretirement benefit plans.
- Related to the City's default on its golf course revenue anticipation warrants:

- The City is in compliance with terms of the 2007 settlement agreement.
- The interest accrual as of December 31, 2015 of approximately \$1.5 million has been calculated in accordance with the terms of the 2007 settlement agreement and the 2015 bond tender offer.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters.
 - Additional information that you have requested from us for the purpose of the audit.
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - Complete minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with the provisions of laws, regulations, contracts, and grant agreements.
 - Access to all audit or relevant monitoring reports, if any, received from funding sources.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management;
 - Employees who have significant roles in internal control; or
 - Others when the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, grantors, regulators, or others.
- We have disclosed to you all known instances of noncompliance with provisions of the golf course bond agreements whose effects should be considered when preparing financial statements.

- We are not aware of any pending or threatened litigation, claims, or assessments, or unasserted claims or assessments, that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except as made known to you and disclosed in the financial statements.
- We have a process to track the status of audit findings and recommendations.
- We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the City of Fort Lupton, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance, except for those disclosed in the financial statements related to the City of Fort Lupton Urban Renewal Authority, Memorial Trust Fund, Recreation Center Fund and Golf Course Fund.
- The entity has complied with all aspects of contractual or grant agreements that would have a material effect on the financial statements in the event of noncompliance.
- We have complied with all restrictions on resources (including donor restrictions) and all aspects of contractual and grant agreements that would have a material effect on the financial statements in the event of noncompliance.

- We are responsible for determining whether we have received, expended, or otherwise been the beneficiary of any federal awards during the period of this audit. No federal award, received directly from federal agencies or indirectly as a subrecipient, was expended in an amount that cumulatively totals from all sources \$750,000 or more. For this representation, "award" means financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, user grants, or contracts used to buy goods or services from vendors.
- We have followed all applicable laws and regulations in adopting, approving, and amending budgets and we are aware of a possible violation of budget ordinance related to the Fort Lupton Urban Renewal Authority.
- The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures, jointly governed organizations, and other related organizations.
- The financial statements properly classify all funds and activities.
- All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- Components of net position (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.
- Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- Provisions for uncollectible receivables have been properly identified and recorded.
- Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- Revenues are appropriately classified in the statement of activities within program revenues and general revenues.
- Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- Deposits and investment securities and derivative instruments are properly classified as to risk and are properly valued and disclosed.
- Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.

- We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- We acknowledge our responsibility for presenting the combining individual fund financial statements and schedules and Local Highway Finance Report (the supplementary information) in accordance with U.S. GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditors' report thereon.
- We understand TABOR (Section 20 to Article X of the Colorado Constitution) is complex and subject to interpretation and that many of the provisions will require judicial interpretation. We have reviewed the various provisions and interpretations and believe to the best of our knowledge at this time, the Town is in compliance with TABOR
- We have informed all banking and savings and loan institutions that our deposits are subject to the respective Public Deposit Protection Act and have provided banking institutions with our assigned number.
- We have complied with all secondary reporting requirements under SEC Rule No. 240.15c2-12, as outlined in the covenants to our bond issues.
- We understand as part of the tender offer undertaken during fiscal year 2015, we were advised by the City's representatives to include in the tender offer, outstanding shares related to the letter of credit entered into with Matrix Capital Bank. However, these outstanding shares have not been included as a liability of the City at the discretion of the City's representatives.

Signature: Leon Perino Title: 6/21/2016

Signature: [Handwritten Signature] Title: 6/16/16

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Tommy Holton, Mayor

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

**AM 2016-095
AWARD CONTRACTS FOR WCR 16 RECONSTRUCTION PROJECT
FROM GENERAL FUND / STREETS**

- I. **Agenda Date:** Council Meeting – July 18, 2016
- II. **Attachments:**
- a. Duran Excavating Bid Proposal
 - b. Tabulation of Bids.
 - c. Project Budget
 - d. Notice of Award
 - e. Consultant Contract Wohnrade Civil Engineers, Inc.

III. **Summary Statement:**

Revision of WCR 16 Reconstruction project budget to reflect DOLA grant award.

Award of contract to Duran Excavating, Inc. for WCR 16 Reconstruction project for not to exceed \$734,289.00.

Award of contract to Wohnrade Civil Engineers, Inc. for WCR 16 Reconstruction project construction management for not to exceed \$36,000.00.

IV. **Submitted by:**


Public Works Director / City Engineer

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

_____ Approved _____ Pending Approval

VIII. **Certification of Council Approval:**

_____ City Clerk _____ Date

IX. Detail of Issue/Request:

The City applied for and has been awarded an Energy and Mineral Impact Assistance Grant from the Department of Local Affairs to reconstruct a portion of Weld CR 16 from Highway 85 to the Union Pacific Railroad. The revised grant budgets a total of \$759,750.00 for the project, \$379,875.00 in grant funds with \$407,774.00 in matching funds from the City (excluded CDOT ROW work).

Request for Proposals was advertised on June 7, 2016. Bid opening was held on June 30, 2016 with receipt of 3 bids. We received 3 bids with Duran Excavating as low bidder, as shown in the attached Bid Tabulation.

Anticipated project start date will be early September with completion within 60 days.

X. Legal/Political Considerations:

Not Applicable.

XI. Alternatives/Options:

- *Approve the bid award*
- *Do not approve the award*

XII. Financial Considerations:

This project was funded in the 2016 cycle. Half of the budget \$486,000 is in the General Fund offset by a DOLA grant (DOLA contribution is limited to 50% share of construction costs or \$324,340 in current project budget – not to exceed \$379,875). The rest of the budget \$486,000 is in the Street Sales Tax Fund.

The original budget for this project was \$966,550. The revised budget is 902,879 with a city contribution shortage of \$92,540 (budget includes a 10% contingency line item). The current proposed 2016 paving projects are projected to cost \$850,000 of the allotted \$1,000,000 project budget. The shortfall to this budget can be allocated from this budgeted allocation.

A supplemental budget resolution will be required to cover the transfer from the General Fund.

XIII. Staff Recommendation:

Staff recommends revision to project budget to \$966,550.00 with \$92,540.00 to be reallocated from the 2016 Paving Projects budget.

Staff recommends awarding project construction contract to Duran Excavating, Inc., for maximum not to exceed \$734,289.00.

Staff recommends awarding construction management contract to Wohnrade Civil Engineers, Inc. for maximum not to exceed \$36,000.

WELD COUNTY ROAD 16 RECONSTRUCTION

Tabulation of Bids

Project Manager: Mary Wohnrade, P.E.

July 6, 2016

Item No.	Description of Work	Quantity	Unit	July 6, 2016		Duran Excavating, Inc.		Villalobos Concrete, Inc.		CEI
				Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	
1	General									
2	Traffic Control	1	LS	\$ 71,000.00	\$ 71,000.00	\$57,222.00	\$57,222.00	\$65,000.00	\$65,000.00	\$75,000.00
3	Construction Surveying/Staking	1	LS	9,000.00	9,000.00	\$1,000.00	\$1,000.00	\$50,000.00	\$50,000.00	\$51,000.00
4	Vacuum Truck/Probe Potholing	1	LS	2,000.00	2,000.00	\$3,800.00	\$3,800.00	\$10,000.00	\$10,000.00	\$7,800.00
5	Water Main Air Pressure Testing	1	LS	10,000.00	10,000.00	\$990.00	\$990.00	\$4,500.00	\$4,500.00	\$3,600.00
	Sub Total			\$ 93,000.00	\$ 93,000.00	\$65,012.00	\$65,012.00	\$134,500.00	\$134,500.00	\$140,400.00
6	Site Work - Removals - Earthwork									
7	Excising Roadway Asphalt Mat Removal and Disposal (Assume 4")	201	LF	2.50	502.50	\$5.50	\$1,105.50	\$3.00	\$603.00	\$2.40
8	6" Vertical Concrete Curb Removal	233	LF	7.00	25,172.00	\$6.00	\$1,398.00	\$11.00	\$2,563.00	\$4.30
9	4.5H Barbed Wire Fence Removal	136	LF	10.00	2,330.00	\$2.50	\$340.00	\$3.00	\$408.00	\$2.90
10	6" Chain Link Fence Removal	295	LF	5.00	680.00	\$4.50	\$1,327.50	\$10.00	\$2,950.00	\$3.50
11	6" Chain Link Fence Removal (Reinstall)	295	LF	4.75	1,406.25	\$5.00	\$1,475.00	\$4.50	\$1,327.50	\$3.00
12	Ironset - Silt Top 4" Stockpile & Replaces	462	CY	21.00	28,702.00	\$15.00	\$6,930.00	\$20.00	\$9,240.00	\$16.20
13	Road Subgrade Excavation - Cut	1,367	CY	22.00	30,064.00	\$16.00	\$21,872.00	\$18.00	\$24,606.00	\$18.20
14	Road Subgrade - Fill	3	CY	21.00	66.00	\$5.00	\$15.00	\$6.00	\$18.00	\$5.00
15	Unclassified Excavation (Outside Pavement Stations)	1,451	CY	22.00	31,922.00	\$16.00	\$23,216.00	\$18.00	\$26,118.00	\$18.20
16	Embankment (Outside Pavement Stations)	181	CY	22.00	3,982.00	\$5.00	\$905.00	\$6.00	\$1,092.00	\$5.00
17	Road Subgrade Preparation (Including Scarification and Re-compaction of Top 12")	3,746	SY	2.00	7,492.00	\$4.50	\$16,866.00	\$3.00	\$11,244.00	\$3.78
	Sub Total			\$ 105,776.00	\$ 105,776.00	\$49,000.00	\$49,000.00	\$85,200.00	\$85,200.00	\$114,674.40
18	Water Line Infrastructure									
19	12" Diameter, C900 DR 18 PVC Water Line, Including Bedding and Backfill, and Restraint, Complete	815	LF	70.00	57,050.00	\$49.00	\$39,935.00	\$80.00	\$65,200.00	\$57.30
20	6" Diameter C900 PVC Water Service Line, with 2" Curb Sigs, Complete in Place	3	EA	3,500.00	10,500.00	\$4,386.00	\$13,158.00	\$750.00	\$2,250.00	\$1,699.50
21	New Fire Hydrant Assembly, with Restraint, Including 12" x 6" Swell Tee, 6" Gate Valve and Box, and 6" Diameter DIP/PVC Pipe, Complete in Place	2	EA	8,000.00	16,000.00	\$7,709.00	\$15,418.00	\$15,500.00	\$31,000.00	\$6,740.00
22	12" Diameter Gate Valve and Box, with Restraint, Complete in Place	4	EA	3,600.00	14,400.00	\$3,110.00	\$12,440.00	\$3,350.00	\$13,400.00	\$3,640.00
23	12" Dia. with Restraint, Complete in Place	1	EA	1,750.00	1,750.00	\$1,158.00	\$1,158.00	\$2,950.00	\$2,950.00	\$1,840.00
24	12" Dia. with Restraint, Complete in Place	3	EA	1,750.00	5,250.00	\$955.00	\$2,865.00	\$1,695.00	\$5,085.00	\$900.00
25	12"-14" Dia. Band with Restraint, Complete in Place	1	EA	1,750.00	1,750.00	\$850.00	\$850.00	\$400.00	\$400.00	\$725.00
	Sub Total			\$ 110,200.00	\$ 110,200.00	\$69,010.00	\$69,010.00	\$26,600.00	\$26,600.00	\$1,275.00
26	Erosion Control									
27	Grass Washout Area	925	LF	1.85	1,528.25	\$2.00	\$1,850.00	\$6.00	\$5,550.00	\$2.10
28	Sediment Control Log	15	LF	10.00	150.00	\$17.00	\$255.00	\$3,500.00	\$52,500.00	\$1,500.00
29	Erosion Log, Culvert Inlet Protection	1	EA	200.00	200.00	\$220.00	\$220.00	\$175.00	\$175.00	\$300.00
30	Soil Prep., Seeding, and Soil Retention Blanket	1	AC	11,884.00	11,884.00	\$18,000.00	\$18,000.00	\$22,000.00	\$22,000.00	\$18,600.00
	Sub Total			\$ 15,760.25	\$ 15,760.25	\$18,475.00	\$18,475.00	\$22,000.00	\$22,000.00	\$18,600.00
31	Roadway Infrastructure									
32	CDOT Class P - 10" Concrete Pavement (Fast Track) Including Asphalt Transition at Station 1+27.83	2,722	SY	125.00	340,250.00	\$127.00	\$345,684.00	\$70.30	\$191,356.60	\$85.54
33	CDOT Class 6 - 6" Road Base Placement	454	CY	33.00	14,982.00	\$47.50	\$21,562.50	\$14.50	\$6,577.50	\$22,087.10
34	CDOT Curb & Gutter Type 2 Section IIB	731	LF	30.00	21,900.00	\$20.00	\$14,620.00	\$13.10	\$9,576.10	\$25.94
35	2" W Concrete Valley Pan including prep.	375	SF	7.50	2,812.50	\$14.00	\$5,250.00	\$8.00	\$3,000.00	\$9.10
36	4" W Concrete Valley Pan including prep.	360	SF	7.50	2,700.00	\$14.00	\$5,040.00	\$12.00	\$4,320.00	\$15.50
37	6" W Concrete Valley Pan including prep.	330	SF	7.50	2,475.00	\$14.00	\$4,620.00	\$15.10	\$5,000.00	\$16.50
38	8" W Concrete Valley Pan including prep.	248	SF	7.50	1,860.00	\$14.00	\$3,472.00	\$13.50	\$3,352.50	\$10.70
39	Asphalt Roadway Pavement - 13" Grade SX over S	463	SY	56.00	25,468.00	\$75.00	\$34,725.00	\$45.00	\$20,935.00	\$102.80
40	Asphalt Roadway Pavement - 13" Grade SX over S	43	SY	190.00	6,770.00	\$155.00	\$6,665.00	\$62.00	\$2,666.00	\$176.00
41	Concrete Pavement (Curb Cut for Driveways)	75	SF	422.878.00	750.00	\$20.00	\$1,500.00	\$6.00	\$450.00	\$10.20
	Sub Total			\$ 422,878.00	\$ 422,878.00	\$38,676.00	\$38,676.00	\$5,302.00	\$5,302.00	\$7,326.40
42	Fencing									
43	6H Chain Link Fence w/ 3 Strand Barbed Wire	241	LF	25.00	6,025.00	\$36.00	\$8,676.00	\$18.00	\$4,320.00	\$30.40
44	4.5" Barbed Wire Fence - Replace	136	LF	7.50	1,020.00	\$7.00	\$950.00	\$18.00	\$2,448.00	\$2,448.00
	Sub Total			\$ 7,045.00	\$ 7,045.00	\$2,040.00	\$2,040.00	\$18.00	\$18.00	\$2,448.00
45	Pavement Markings									
46	Epoxy Pavement Marking	6	GAL	250.00	1,500.00	\$304.00	\$1,824.00	\$720.00	\$4,320.00	\$585.00
47	Preformed Thermoplastic Pavement Marking - Stop Bar	136	SF	22.00	2,992.00	\$24.00	\$3,264.00	\$17.50	\$2,380.00	\$18.10
48	Preformed Thermoplastic Pavement Marking - RR Crossing Symbol	69	SF	22.00	1,518.00	\$14.00	\$966.00	\$26.00	\$1,794.00	\$23.40
	Sub Total			\$ 6,010.00	\$ 6,010.00	\$14.00	\$966.00	\$26.00	\$2,380.00	\$23.40
	Adjustment for Errors in Bid Form (Description of Work's and Quantities)									
	PROJECT TOTAL			\$ 792,371.25	\$ 792,371.25	\$374,288.00	\$374,288.00	\$749,019.70	\$749,019.70	\$754,975.50



WELD COUNTY ROAD 16 RECONSTRUCTION

Cost Breakout

Item No.	Description of Work	Quantity	CDOT ROW Covered	Unit	Duran Excavating Unit Cost	CDOT ROW Cost	DOLA shared Cost
35	3' W Concrete Valley Pan including prep.	120	0	SF	\$ 14.00	\$ 1,680.00	\$ -
36	4' W Concrete Valley Pan including prep.	398	187	SF	\$ 12.00	\$ 2,532.00	\$ 2,244.00
37	6' W Concrete Valley Pan including prep.	330	210	SF	\$ 13.00	\$ 1,560.00	\$ 2,730.00
38	8' W Concrete Valley Pan including prep.	248	248	SF	\$ 13.00	\$ -	\$ 3,224.00
39	Asphalt Roadway Pavement - 13" Grade SX over S	463	295	SY	\$ 75.00	\$ 12,600.00	\$ 22,125.00
40	Asphalt Driveway Pavement - 13" Grade SX over S	43	43	SY	\$ 155.00	\$ -	\$ 6,665.00
41	Concrete Pavement (Curb Cut for Driveways)	75	75	SF	\$ 20.00	\$ -	\$ 1,500.00
	Sub Total						
	Fencing						
42	6'H Chain Link Fence w/ 3 Strand Barbed Wire	241	146	LF	\$ 36.00	\$ 3,420.00	\$ 5,256.00
43	4.5' Barbed Wire Fence - Replace	136	10	LF	\$ 15.00	\$ 1,890.00	\$ 150.00
	Sub Total						
	Pavement Markings						
44	Epoxy Pavement Marking	6	4	GAL	\$ 394.00	\$ 788.00	\$ 1,576.00
45	Preformed Thermoplastic Pavement Marking - Stop Bar	136	79	SF	\$ 24.00	\$ 1,368.00	\$ 1,896.00
46	Preformed Thermoplastic Pavement Marking - RR Crossing Symbol	69	69	SF	\$ 14.00	\$ -	\$ 966.00
	Sub Total						
	Construction Total					\$ 159,037.00	\$ 575,252.00

Project Contingencies
 Union Pacific License Fee
 Construction Engineering
 Construction Testing

73,428.90

50,000.00
 36,000.00
 9,162.00

WELD COUNTY ROAD 16 RECONSTRUCTION

Project Budget Update

	Original (12/2015)	*Revised (02/2016)	City	DOLA	Totals
CR 16 Reconstruction (w/o Contingencies)	797,017	617,173	446,663.00	287,626.00	734,289.00
Project Contingencies	119,553	92,576	36,714.45	36,714.45	73,428.90
Union Pacific License/Lease	50,000	50,000	50,000.00	-	50,000.00
Engineering & Design		27,900	36,000.00	-	36,000.00
Materials Testing			9,162.00	-	9,162.00
TOTAL	966,570	787,649	578,539.45	324,340.45	902,879.90
DOLA Energy/Mineral Impact Fund Grant Request	483,285	379,875		379,875.00	
City of Fort Lupton Cash Match	483,285	407,774	486,000.00		
Additional Required Funds			92,539.45		

*Revised due to DOLA restricting funding to out of CDOT ROW

SECTION 00 51 00

NOTICE OF AWARD

TO: Contact Person
Construction Company
Address
City, State Zip Code

DATE: Month Day, 2016

City of Fort Lupton
Weld County Road 16 Reconstruction Project

The City has considered the Bid submitted by you for the above described Work in response to its Request for Bids dated Month Day, 2016, and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for Work in the amount or amounts shown on your Bid Proposal and Bid Schedule.

You are required by the Instructions to Bidders to execute the Contract and furnish the Performance Bond, the Payment Bond, certificates of insurance, and other documentation within 10 calendar days from the date of this notice.

If you fail to execute said Contract and to furnish said Bonds within 7 calendar days from the date of this Notice, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Security as liquidated damages, and not as a penalty, for the delay and extra work caused thereby and also to compensate the City for the difference between your bid and the next lowest bid. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Insurance certificates required for this Project shall be sent to City of Fort Lupton, Attention: Claud Hanes, 130 South McKinley Avenue, Fort Lupton, Colorado 80621.

CITY OF FORT LUPTON

By: _____

Title: _____

Attest: _____

ACKNOWLEDGEMENT OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Contractor.

By: _____ Date: _____

Title

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and Wohnrade Civil Engineers, Inc. (hereinafter "CONSULTANT").

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

1. **SCOPE OF WORK.** Consultant will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other accessories, services and facilities specified or required to be incorporated in and for a permanent part of the completed work. Consultant shall provide and perform all necessary labor in a first class and professional 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. Consultant shall perform, execute, and complete all things mentioned to be done by the Consultant and all work included in the scope of work and bid specifications set forth and incorporated herein as **Exhibit A**. Consultant confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance and will add the City as an additional insured for this project.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in the Consultant's proposal attached hereto as **Exhibit A**. In the event of any conflict between any of these documents, this document shall control.

3. **TIME OF COMPLETION.** The Consultant agrees to commence work upon execution of this Agreement and to complete all work in an expeditious manner.

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed \$36,000.00, 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 Consultant of any punch-list items as determined by the City and execution of any releases by Consultant 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 Consultant 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 _____ DAY OF _____, 2016.

CITY OF FORT LUPTON, COLORADO

BY: _____
TITLE: _____

CONSULTANT:

Mary Wohnrade

BY: Mary B. Wohnrade, P.E.
TITLE: President



Wohnrade Civil Engineers, Inc.

November 24, 2015

Mr. Aaron Herrera
City of Fort Lupton
Assistant City Administrator
130 S. McKinley Avenue
Fort Lupton, Colorado 80621

Subject: Proposal for Construction Management Services
Weld County Road 16 Reconstruction
Fort Lupton, Colorado

Dear Mr. Herrera:

The following constitutes a Scope of Services for Wohnrade Civil Engineers, Inc. (CONSULTANT) to provide construction management services related to the **Weld County Road 16 Reconstruction** (Project) located in Fort Lupton, Colorado, to be used by the City of Fort Lupton (CLIENT).

This proposal is limited to construction management services only, and does not include engineering design services.

A) SCOPE OF SERVICES

The CLIENT is reconstructing a 556-foot section of Weld County Road 16, located in the City of Fort Lupton, Colorado (Project), and wishes to retain a consultant to provide construction management services for the project.

The CONSULTANT has based this proposal on the assumption that an electronic copy of the Project Manual for the County Road 8 Reconstruction project will be available for use as a basis for the preparation of the Weld County Road 16 Project Manual.

The following tasks will be provided as part of the Construction Management phase of the project.

TASK 1 – RECORD DRAWINGS

Total Cost= \$5,000

- Provide as-built (record) drawings of the proposed Weld County Road 16 Reconstruction project. Task includes both engineering and surveying services. Provide electronic copies of the record drawings to the City of Fort Lupton.



TASK 2 - PREBID

Total Cost= \$2,500

- Neither the CLIENT nor the CONSULTANT is liable for quantity takeoffs. When quantities are provided to prospective bidders, wording will be provided which states that, "*All quantities must be verified and submitted with each bidder's proposal.*" All discrepancies will be noted, and adjustments will be negotiated between the CONSULTANT and the Project contractors.
- After the construction documents are completed, and have received final approval, CONSULTANT will prepare an Invitation to Bid, and contractor solicitation list of potential bidders (with CLIENT approval). CONSULTANT will transmit the approved plans and Invitation to Bid to all qualified contractors and public utility companies, in an electronic format.

TASK 3 - BID PROCESS

Total Cost= \$4,500

- CONSULTANT will prepare an Invitation to Bid to solicit competitive proposals for the Project from qualified contractors, and applicable public utility companies, on behalf of the CLIENT.
- CONSULTANT will prepare a Bid Package for the Project, to be issued to qualified contractors. Each contractor will be required to submit a Performance Capability Statement which includes a statement of workload, equipment availability, proposed schedule, and an agreement to complete the project in a timely manner.
- CONSULTANT will be readily available to all bidders to answer questions, make clarifications, and issue any necessary revisions or addendums.
- CONSULTANT will conduct a mandatory pre-bid meeting with contractors using City facilities.
- CONSULTANT will record all bids received for the Project. All bids will be received by WCE, and opened on the day and time indicated on the Invitation to Bid.
- All quotes received by the close of bid, will be reviewed for accuracy and completeness. WCE will prepare a cost and quantity comparison for each bid, based on work categories. The objective will be to provide an accurate "apples to apples" comparison.
- While the plans are out to bid (usually a minimum of two weeks), CONSULTANT will meet with each public utility company to secure their final estimates of costs, fees, sleeve layouts, plans and contracts. CONSULTANT will also coordinate any CLIENT reimbursements from each applicable public utility.
- Meet with the CLIENT to review bid comparisons, and provide contractor recommendations for the Project. The CLIENT alone reserves the right to refuse or accept any, or all bids.
- CONSULTANT will issue a Notice of Intent, and Notice of Award to the chosen contractors for each category of work. All bidders will receive copies of the bid results for the categories they quoted.



TASK 4 - COST ANALYSIS/BUDGET

Total Cost= \$5,500

- Prepare a detailed preliminary construction schedule, and schedule of values, from the selected contractors and utility companies.
- Meet with the CLIENT to review the project cost analysis. Make all necessary revisions, and resubmit the cost analysis to the appropriate parties.
- CONSULTANT will prepare contracts between each selected contractor and the CLIENT, which will then be executed by the CLIENT.
- Obtain an Owner's Certified Subcontractor Agreement and appurtenant Certificates of Insurance from each contractor, as required in the agreement. Provide these documents to the CLIENT, prior to the commencement of work on the Project.

TASK 5 - PRECONSTRUCTION

Total Cost= \$3,500

- In the event final "signed" plans cannot be used in the bid process, due to extraordinary circumstances, CONSULTANT will resubmit the Bid Package to each contractor selected for final review, based on final approved and signed plans.
- Prepare final contract packages to be executed between the CLIENT and each subcontractor. Verification of insurance coverage in the form and amounts required in the Owner's Certified Subcontractor Agreement will be provided to the CLIENT prior to execution of any contract.
- Coordinate any necessary preconstruction meetings between Project contractors, governmental agencies, and public utility companies, to minimize conflicts, congestion, and duplication of efforts.

TASK 6 - PROJECT MANAGEMENT

Total Cost: \$8,500

- Review all permits and fees required for the Project, from all regulatory agencies, including permit requirements for all construction contractors.
- Respond to requests for information (RFI's) from contractors.
- Review shop drawings and material specifications.
- Perform on-site construction management and supervision services, and coordinate with Project team consultants, surveyors, quality control testers, contractors, and public utility companies, to complete the Project in a timely manner.
- Receive, review, approve, process, and submit monthly progress payment requests from all vendors to the CLIENT for payment in a timely manner. CONSULTANT will maintain a retainage log throughout the project.



- Maintain a monthly, cost-to-date and percent complete status report, to be submitted with each progress payment request.
- Prepare a Conditional Lien Waiver and Release Upon Progress Payment for all funds payable to Project consultants, and contractors.

TASK 7 - PROJECT CLOSEOUT & ACCEPTANCE

Total Cost: \$3,500

- Upon completion of the improvements, CONSULTANT will coordinate with engineers, contractors, governmental agencies, and public utility companies to obtain construction acceptance from each entity as required.
- Prepare a preliminary "punch list" for each category of work, and insure the completion of all items.
- Coordinate completion of all as-built drawings, final submittals, and acceptance letters.
- CONSULTANT will coordinate all walk-through requirements with contractors, governmental agencies, and public utility companies.
- Prepare final project cost-of-completion analysis, and submit request for the release of all retainages.
- Prepare applications for all necessary reimbursements and escrow release agreements.
- Remain accessible to the CLIENT for clarification and guidance relating to warranty items that may need to be addressed.

TASK 8 - WARRANTY MANAGEMENT

Total Cost: \$3,000

- CONSULTANT will develop and maintain a schedule of subcontractor warranty terms.
- Monitor warranty requirements with governmental agencies throughout and imposed warranty period.
- Coordinate warranty work with subcontractors, governmental agencies, and CLIENT.
- Obtain documentation for release of CLIENT collateral at the conclusion of any warranty period.
- Prepare contract packages, Certified Subcontractor Agreements, and other information required by the CLIENT, for any subcontractors engaged to perform warranty work.
- Obtain final acceptance from the local jurisdiction.



B) FEES FOR PROFESSIONAL SERVICES

The fees as stated in this proposal are subject to change subsequent to one-hundred-twenty (120) days from the date of proposal.

- 1) Fee for services as described above in the Scope of Services, shall be based upon the actual professional time necessary to perform the services, including travel time, telecommunications, etc. Professional time required to complete these services will be to the nearest five minutes at the prevailing rate at the time the service is rendered.
- 2) Billing practices for professional services are as follows:
 - a. **A retainer of \$0.00 dollars** is required upon acceptance of this proposal. The retainer will be prorated as the services are rendered.
 - b. Invoices are due within thirty (30) days. If payment is not received within thirty (30) days of billing date, a two percent (2%) per month service charge will be added from the date of the invoice.
- 3) Additional Services which may require substantial additional professional time and expenses beyond the scope of services outlined above such as,
 - a. Engineering design services related to any unforeseen circumstances during construction.

Such services will be billed on the basis of time expended and expenses incurred, as indicated in Paragraph B) 4) below.
- 4) Basic Compensation is established from the following hourly fees and reimbursable expenses. Rates are subject to increases. Fees for services in this proposal are good for six (6) months from the date of this proposal.
 - a. Professional Fees: \$95/hour - \$115/hour (Portal to Portal)
 - b. Technical Associates: \$ 75.00/hour (Portal to Portal)
 - c. Office Support Personnel: \$ 65.00/hour
 - d. Reimbursable Travel Expenses: \$0.58/mile
 - e. Outside consultants, if requested and/or required are billed at a rate of cost x 10%
 - f. Blueprinting/Duplicating is cost x 10%



If this proposal is satisfactory, we would appreciate your signing and returning one (1) copy to our office. Upon receipt of signed copy, we will proceed with the preparation of an Agreement for Construction Management Services, and the scheduling the services outlined herein.

If services are aborted by either party, incurred costs will be billed at an hourly rate outlined in Paragraph B) 4) above.

We estimate that the cost to complete the services described in Paragraph A is thirty-six thousand (\$36,000) dollars. This is an estimated cost only. The final cost will not exceed 5% of the total construction cost, which will be determined upon completion of the bid process.

We appreciate the opportunity to offer our services on this important project and look forward to working with you on this assignment.

Sincerely,

WOHNRADE CIVIL ENGINEERS, INC.

Mary B. Wohnrade - Principal
Registered Engineer - CO, IL, NV

Mr. Aaron Herrera
City of Fort Lupton
Fort Lupton, Colorado 80621

ACCEPTED BY: _____ DATE: _____

Aaron Herrera

IX. Detail of Issue/Request:

The City's WWTP permit with CDPHE will be renewed in 2017. The existing plant has several known deficiencies and is nearing permitted capacity. This study will provide the city with upgrade options, cost estimates and required time frames for improvements. The study will also look at the impacts of regionalizing the plant to accept flows from outside of the city limits.

Request for Qualifications was advertised on April 14, 2016. Fourteen consultants submitted Statements of Qualifications by the May 27, 2016 deadline. City staff review submittals as a Qualifications Based Selection process and interviewed four consultants for the final selection.

Short-Elliott-Hendrickson, Inc. (SEH) was selected as the most qualified and able to work with staff during the study process. Final scope and fees have been negotiated between staff and the consultant.

Anticipated project start date will be July with completion in December 2016.

X. Legal/Political Considerations:

Not Applicable.

XI. Alternatives/Options:

- *Approve the contract award*
- *Do not approve the award*
- *Continue negotiations with SEH*
- *Negotiate with second pick consultant*

XII. Financial Considerations:

This study was funded in the 2016 cycle under the Utility Enterprise Fund / Sewer Treatment Plant. The budget amount is \$150,000

XIII. Staff Recommendation:

Staff recommends awarding contract to Short-Elliott-Hendrickson, Inc., for maximum not to exceed \$142,545.00.

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and **Short-Elliott-Hendrickson, Inc.** (hereinafter "CONSULTANT").

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

1. **SCOPE OF WORK.** Consultant will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other accessories, services and facilities specified or required to be incorporated in and for a permanent part of the completed work. Consultant shall provide and perform all necessary labor in a first class and professional 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. Consultant shall perform, execute, and complete all things mentioned to be done by the Consultant and all work included in the scope of work set forth and incorporated herein as **Exhibit A**. Consultant confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance and will add the City as an additional insured for this project.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in the Consultant's proposal attached hereto as Exhibit A. In the event of any conflict between any of these documents, this document shall control.

3. **TIME OF COMPLETION.** The Consultant agrees to commence work upon execution of this Agreement and to complete all work on December 16, 2016.

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **\$142,545.00**, 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 Consultant of any punch-list items as determined by the City and execution of any releases by Consultant 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 Consultant 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 _____ DAY OF _____, 2016.

CITY OF FORT LUPTON, COLORADO

BY: Tommy Holton
TITLE: Mayor

CONSULTANT:

Short Elliott Hendrickson, Inc.
BY: John W. Simmer
TITLE: Vice President





Building a Better World
for All of Us®

July 12, 2016

RE: Wastewater Treatment Plant Expansion Study Services
Proposal - Scope of Services
City of Fort Lupton
SEH No. FORTL 136179

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

Dear Mr. Vestal:

Short Elliott Hendrickson Inc. (SEH®) is pleased to present this Proposal for professional engineering services for the City of Lupton (City) Wastewater Treatment Plant (WWTP) Expansion Study Project. This letter serves as our understanding of the project scope, schedule, and fee.

I. PROJECT BACKGROUND

The City of Fort Lupton is faced with aging wastewater treatment infrastructure, a growing community, and future regulations requiring a degree of treatment different than what is currently in operation. An initial step in addressing these challenges is the development of a 20-year roadmap for the City's WWTP through facility planning efforts. Overall goals of the City's request for facility planning efforts include:

- Assess existing WWTP infrastructure conditions and process performance.
- Evaluate growth trends.
- Identify expansion and improvement needs to meet discharge permit limitations (current and anticipated).
- Evaluate regional wastewater treatment feasibility.
- Investigate potential funding avenues for WWTP expansion and improvements.

These proposed services described herein are based on SEH's proposal for the City WWTP Expansion Study dated May 27, 2016 in response to the City Request No. FTL201607 dated April 14, 2016.

II. SCOPE OF SERVICES

The scope of services includes the following tasks:

- Task 1: Condition and Performance Assessment
- Task 2: Existing WWTP and CDPHE Design Criteria Evaluation
- Task 3: Basis of Evaluation
- Task 4: Site Location Evaluation
- Task 5: Alternatives Evaluation
- Task 6: Regionalization Evaluation
- Task 7: Funding Evaluation
- Task 8: Facility Plan Report Preparation

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2000 South Colorado Boulevard, Suite 6000, Colorado Center Tower One, Denver, CO 80222-7938
SEH is 100% employee-owned | sehinc.com | 720.540.6800 | 800.490.4966 | 888.908.8166 fax

A. Task 1: Condition and Performance Assessment

The goal of Task 1 is for SEH to become familiar with the City's short-term and long-term WWTP needs and to build the assessment foundation from which a successful project must commence. SEH condition and performance assessment efforts will include assessment of the following major existing components:

Table 1: Existing WWTP (As approved under Site Location No. 4043)	
Liquid Treatment	Solids Treatment
<ul style="list-style-type: none"> ▪ Raw influent pipeline (within WWTP property line) ▪ Headworks facility ▪ Oxidation ditch ▪ Secondary clarifier ▪ Ultraviolet (UV) disinfection ▪ Influent and effluent metering and monitoring ▪ Process piping 	<ul style="list-style-type: none"> ▪ Aerobic digestion ▪ Return Activated Sludge/Waste Activated Sludge (RAS/WAS) pumping systems ▪ Digested sludge pumping systems ▪ Solids dewatering – centrifuge ▪ Solids dewatering – chemical feed systems ▪ Solids dewatering – conveyor and collection systems ▪ RAS/WAS metering and monitoring ▪ Process piping
Mechanical and Electrical	Buildings
<ul style="list-style-type: none"> ▪ HVAC equipment ▪ Motor control centers ▪ Instrumentation and controls ▪ Backup power generation 	<ul style="list-style-type: none"> ▪ Administration ▪ Blower/Sludge Pump ▪ Centrifuge ▪ Disinfection

SEH Services are described as follows:

1. Project Document Review

- a. Prior to the Kick-off Meeting, perform a desktop review of the City's available existing WWTP documentation including design reports, permitting documents, planning reports, O&M logs, wastewater data and other pertinent WWTP documents to formulate the basis for the Facility Plan Report.
- b. Facility Assessment Approach Development
 - i. Information from the Project Document Review will be utilized to prepare the Preliminary Facility Assessment Approach document which will include the following:
 - A list of major aboveground WWTP assets (including visual elements of subgrade tanks and vaults) delineated into asset categories such as building, electrical, instrumentation and controls, mechanical, structural and process.
 - Draft list of criteria for evaluation and prioritization of assets improvements.
 - ii. Collaborate with the City for their review and feedback on the Preliminary Facility Assessment Approach, so the condition and performance assessments can be tailored to the City's goals and objectives.
 - Prepare and submit Preliminary Facility Assessment Approach document to the City for their review and comment prior to the Kick-off Meeting.
 - Coordinate with the City regarding their comments and finalize the Facility Assessment Approach prior to the Kick-off Meeting.

2. Kick-off Meeting and Field Evaluation Site Visit

- a. Conduct one (1) on-site Kick-off Meeting with the City to discuss project approach and objectives. Kick-off Meeting will coincide with the Field Evaluation Site Visit for the condition and performance assessments. Kick-off Meeting and Field Evaluation Site Visit includes up to one 8-hour workday for each attendee.
- b. Kick-off Meeting and Field Evaluation Site Visit will be attended by the following SEH personnel:
 - i. Project Manager.
 - ii. Project Engineer: Process.
 - iii. Technical Lead: Process Mechanical.
 - iv. Structural Lead.

- v. Electrical Lead.
- vi. Client Service Manager.
- c. Field Evaluation Site Visit for Facility Assessment
 - i. Condition Assessment
 - Coordinate with City WWTP Operations Staff to collect information on the major WWTP assets identified in the Facility Assessment Approach in preparation for the performance assessment and *Task 2: Existing WWTP and CDPHE Design Criteria Evaluation*.
 - Photograph assets to document existing condition. Assets include those identified in the Facility Assessment Approach Development (including visual elements of subgrade tanks and vaults) delineated into asset categories including building, electrical, instrumentation and controls, mechanical, structural and process.
 - Interview operations staff to gather institutional knowledge of current and historical operations and maintenance.
 - ii. Performance Assessment
 - Interview operations staff to gather institutional knowledge of WWTP performance.
 - Perform a capacity evaluation of unit processes and plant performance for current and rated conditions. Performance evaluation will be based on current CDPHE Design Criteria, Metcalf & Eddy Wastewater Engineering: Treatment and Reuse, Ten States Standards, and the United States Environmental Protection Agency Retrofitting Publicly Owned Treatment Works (EPA/625/6-89/020).
- 3. Technical Memorandum No. 1 (TM No. 1): WWTP Condition and Performance Assessment
 - a. Utilize information collected and evaluated from field investigations to identify limiting factors and to assign grades to each WWTP asset to ultimately identify priority areas for condition and performance improvements.
 - b. Develop draft TM No. 1 and submit to City for their review and comment.
 - c. Coordinate with the City regarding their comments to finalize TM No. 1.

Task 1 – Meetings, Workshops, and Site Visits

- a. One (1) Kick-off Meeting and Field Evaluation Site Visit.

Task 1 – Deliverables

- a. Kick-off Meeting and Field Evaluation Site Visit agenda and minutes.
- b. Preliminary and Final Facility Assessment Approach.
- c. TM No. 1: WWTP Condition and Performance Assessment.
- d. City will be provided with four (4) paper copies and one (1) electronic copy for each Task 1 deliverable.

Task 1 – Assumptions and Exclusions

- a. City shall provide all documents available for the Project Document Review. Documents shall include, but not be limited to, master planning reports, facility reports, permitting reports, regulatory documents, geotechnical reports, and as-built (record) drawings in PDF format. Based on correspondence with the City, these documents would be the best available information at the time of the request and may not be accurate or current. Based on discussions with the City, it is our understanding that as-built drawings are not available in CADD and only available in PDF. Therefore, the level effort to convert PDF as-built drawings to CADD format for Facility Plan Report development includes conversion of approximately 6 PDF drawings to CADD drawings.
- b. City Operations Staff shall be available for condition and performance assessment interviews during the Kick-off Meeting and Field Evaluation Site Visit.
- c. Time for on-site meetings, workshops, and site visits includes travel time.

B. Task 2: Existing WWTP and CDPHE Design Criteria Evaluation

- 1. Colorado Department of Public Health and Environment (CDPHE) *Water Pollution Control Program Policy WPC-DR-1: State of Colorado Design Criteria for Domestic Wastewater Treatment Works* (Design Criteria) Comparison
 - a. Evaluate dimensions, materials, capacity and operating data of existing WWTP processes and components for comparison to CDPHE Design Criteria.

- b. Utilize information from the Project Document Review and Facility Assessment in Task 1 for comparison to CDPHE Design Criteria.
2. Technical Memorandum No. 2 (TM No. 2): CDPHE Design Criteria Evaluation
- a. Develop draft TM No. 2 and submit to City for their review and comment.
 - b. Coordinate with the City regarding their comments to finalize TM No. 2.

Task 2 – Meetings, Workshops, and Site Visits

- a. None, unless requested and approved by the City as *Additional Services*.

Task 2 – Deliverables

- a. TM No. 2: CDPHE Design Criteria Evaluation.
- b. City will be provided with four (4) paper copies and one (1) electronic copy for each Task 2 deliverable.

Task 2 – Assumptions and Exclusions

- a. Task 2: Existing WWTP and CDPHE Design Criteria Evaluation services will occur concurrently with the document review efforts and site visit included in Task 1: Condition and Performance Assessment.
- b. Comparison to CDPHE Design Criteria will be based on Water Pollution Control Program Policy *WPC-DR-1: State of Colorado Design Criteria for Domestic Wastewater Treatment Works* effective September 15, 2012, Revision 0.

C. Task 3: Basis of Evaluation

1. Wastewater Characterization Evaluation
- a. City of Fort Lupton: Current and 20-year Future Conditions
 - i. Service Area and Land Use
 - Review existing wastewater data and planning documentation related to the City’s service area and land use in order to verify the current service area and planned development as well as estimate current flows and loads.
 - Review existing wastewater data and planning documentation related to the City’s potential future service area and land use to estimate potential future flows and loads.
 - Evaluate influent and effluent biochemical oxygen demand (BOD), total suspended solids (TSS), ammonia, and phosphorus as part of the loading estimates (current and future) including annual average daily, maximum monthly, maximum daily, and associated peaking factors.
 - Evaluate influent average daily, maximum monthly, and maximum daily flows as part of the flow estimates (current and future).
 - Evaluate existing intermediate process control data including plant data for RAS/WAS, digester decant, digested sludge influent to dewatering, and dewatered solids.
 - ii. Population: Current and 20-year Estimates
 - Review existing planning documents and perform a comparative analysis of past projections to County assessor and City population and employment data to update current estimates.
 - The City shall coordinate with the City planning department and comprehensive plan consultants to develop assumptions for the 20-year projections including population, future growth, expansion plans, flows, and loads.
 - iii. Regulations:
 - Refer to section Task 3 – Assumptions and Exclusions for effluent limitations and evaluation thereof that will be used in the basis of evaluation.
 - iv. BioWin Modeling
 - Develop baseline model utilizing existing flows, loadings, treatment performance, and physical properties (tank sizes and layout) of existing WWTP unit processes.
 - Develop up to three (3) alternate models of the existing WWTP facility based on future potential process modifications at the City WWTP using different future flow and loading scenarios.
 - b. Potential Regional Partners (up to 4 regional partners): Current and 20-year Future Conditions
 - i. Service Area and Land Use
 - Utilize flow and loading estimates for Potential Regional Partners (current and future). Flow and loading estimates shall be provided to SEH by the City based on the City’s communication with the Potential Regional Partners.

- Compare flow/loading estimates to available planning documents for Potential Regional Partners.
 - ii. Population
 - Utilize population estimates for Potential Regional Partners (current and future). Population estimates shall be provided by the City.
 - Compare population estimates to available planning documents for Potential Regional Partners.
 - iii. Regulations
 - Coordinate potential site location and discharge location with *Task 4: Site Location Evaluation*.
 - Review discharge permits for each Potential Regional Partner to collect information pertaining to additional constituents not addressed in the regulatory evaluation for the City.
 - iv. Potential Regional Partners Meetings Assistance
 - Assist City in the preparation of agenda for up to four (4) meetings facilitated by the City and attended by Potential Regional Partner(s) and the City.
- 2. Technical Memorandum No. 3 (TM No. 3): Basis of Evaluation
 - a. Develop draft TM No. 3 to present results from the wastewater flows and loads evaluation as well as the regulatory evaluation for the City's review and comment.
 - b. Coordinate with the City regarding their comments to finalize TM No. 3.

Task 3 – Meetings, Workshops, and Site Visits

- a. None, unless requested and approved by the City as *Additional Services*.

Task 3 – Deliverables

- a. Technical Memorandum No. 3 (TM No. 3): Basis of Evaluation.
- b. City will be provided with four (4) paper copies and one (1) electronic copy for each Task 3 deliverable.

Task 3 – Assumptions and Exclusions

- a. City shall provide all documents necessary for the Wastewater Characterization Evaluation in electronic format. Documents shall include, but not be limited to: GIS mapping files, land use documents, master planning reports, facility reports, permitting reports, as-built (record) drawings in PDF format, population data, easement maps, and property maps. Based on correspondence with the City, these documents would be the best available information at the time of the request and may not be accurate or current. Based on discussions with the City, it is our understanding that as-built drawings are not available in CADD and only available in PDF. Therefore, the level effort to convert PDF as-built drawings to CADD format for use in the development of the Facility Plan Report includes the conversion of approximately 6 PDF drawings to CADD drawings.
- b. City shall provide City five years of historical wastewater data in Microsoft Office Excel format.
- c. Based on discussion with City staff, infiltration and inflow data is not collected by the City. Therefore, the City will coordinate with SEH to estimate peaking factors.
- d. City shall provide wastewater financial operating records: expense and revenue summaries for the past five years.
- e. City shall provide electricity usage as well as sewer rate data for the past five years, copy of the current sewer use ordinance, and significant industrial user (SIU) agreements with industries.
- f. The City shall coordinate with the City planning department and comprehensive plan consultants to develop assumptions for the 20-year projections including population, future growth, expansion plans, flows, and loads. City will provide to SEH the information for the development of these 20-year projections by August 11, 2016.
- g. At the City's direction, the request for preliminary effluent limitations (PELs) will not be submitted to CDPHE. Therefore, effluent limitations for metals, salts, electroconductivity, sodium adsorption ratio, cyanide, and temperature will not be included as part of the scope of services described herein as part of the evaluation consideration of those parameters.
- h. Any and all communications with CDPHE do not definitively establish any future nutrient regulations imposed on the wastewater treatment plant. Projections of nutrient regulations and nutrient effluent limitations for the City will be based upon discussions with CDPHE and the City on *Regulation 31: The Basic Standards and Methodologies for Surface Water* (amended 05/09/16, effective 06/30/16), *Regulation 85: Nutrients Management Control Regulation* (adopted 06/11/12, effective 09/30/12), and *Barr Lake and Milton Reservoir Total Maximum Daily Load Assessments* (Finalized May 2013 for Dissolved Oxygen, pH). Additionally, at the City's direction, effluent limitations will be roughly estimated

based on such investigation. Based on discussions between SEH and the City on July 11, 2016, the following assumptions are included for development of projected effluent limitations:

Table 2: Assumed Nutrient Effluent Limitations	
Regulation 31	Constituent and Limitation
Total Phosphorus ^b	0.17 mg/L as P
Total Nitrogen ^c	2.01 mg/L as N
Regulation 85^b	Constituent and Limitation
Total Phosphorus	1.0 mg/L as P (annual median ^a) 2.5 mg/L as P (95 th percentile ^a)
Total Inorganic Nitrogen	15 mg/L as N (annual median ^a) 20 mg/L as N (95 th percentile ^a)
Barr Lake and Milton TMDL^b	Constituent and Limitation
Total Phosphorus	1.0 mg/L as P

a As defined in Regulation 85.

b End of pipe concentration.

c For total nitrogen in Regulation 31, the in-stream standard is 2.01 mg/L. Without further evaluation of upstream and downstream data as well as stream flow data, the end of pipe limit cannot be determined for the City's current discharge location. Therefore, a total nitrogen end of pipe limit has been assumed for the purpose of this Scope of Services. City does not have data for the refractory portion of nitrogen in their wastewater. Refractory nitrogen can be removed through reverse osmosis (RO) and is assumed to be required to meet total nitrogen limits less than 5 mg/L. Therefore, the evaluation of RO for the removal of total nitrogen to less than 5 mg/L down to 2.01 mg/L is not included in the alternatives evaluation as part of the Scope of Services.

- i. Effluent limitations used for the basis of evaluation at the City's WWTP will be used for the new WWTP at a new site and discharge location.
- j. City shall communicate and coordinate with each Potential Regional Partner to collect planning documents, discharge permits, and additional pertinent information described herein as part of Task 3.
- k. City shall coordinate and facilitate the Potential Regional Partners meeting with Potential Regional Partners.
- l. More than three (3) alternate BioWin models are considered *Additional Services*.

D. Task 4: Site Location Evaluation

1. Perform conceptual Site Location Evaluation, occurring concurrently with *Task 3: Basis of Evaluation*, *Task 5: Alternatives Evaluation*, and *Task 6: Regionalization Evaluation*, and includes:
 - a. Upgrades or expansion of WWTP at existing site location.
 - i. Site location considerations regarding treatment of wastewater flows from the City only.
 - ii. Site location considerations regarding regionalization and treatment of combined flows from the City and all Potential Regional Partners.
 - b. New WWTP at potential new site location designated by the City.
 - i. Prepare conceptual feasibility level AACE Class 5 cost estimates for new WWTP. Cost estimates to include capital and O&M costs for construction of new WWTP only.
 - ii. Site location considerations regarding treatment of wastewater flows from the City only.
 - iii. Site location considerations regarding regionalization and treatment of combined flows from the City and all Potential Regional Partners.
 - c. Coordinate with CDPHE and North Front Range Water Quality Planning Association (NFRWQPA) planning departments regarding requirements for upgrading or expanding on existing WWTP property, or building a new facility at a new site location. Assess upgrades to existing facility or construction of new facility regarding County planning efforts.
2. Technical Memorandum No. 4 (TM No. 4): Site Location Evaluation

- a. Summarize existing site and new site location evaluations and cost estimates. Cost estimates developed will be AACE Class 5 cost estimates and include capital and O&M costs.
- b. Develop draft TM No. 4 and submit to City for their review and comment.
- c. Coordinate with the City regarding their comments to finalize TM No. 4.
- d. Costs developed as part of Task 4: Site Location Evaluation will be incorporated into TM No. 6: Alternatives Evaluation feasibility level AACE Class 5 cost estimates described in *Task 5: Alternatives Evaluation*.

Task 4 – Meetings, Workshops, and Site Visits

- a. None, unless requested and approved by the City as *Additional Services*.

Task 4 – Deliverables

- a. Technical Memorandum No. 4 (TM No. 4): Site Location Evaluation.
- b. City will be provided with four (4) paper copies and one (1) electronic copy for each Task 4 deliverable.

Task 4 – Assumptions and Exclusions

- a. City shall provide one (1) new potential site location for conceptual site location evaluation.
- b. Additional new site locations for evaluation are considered *Additional Services*.
- c. Feasibility level AACE Class 5 cost estimates will be provided under this Task. Costs include capital and O&M costs. O&M costs will be developed using a linear escalation of costs to estimate the 20-year net present worth value. O&M costs are produced for process and equipment comparison purposes.
- d. City shall provide flood plain maps in GIS format.

E. Task 5: Alternatives Evaluation

Services to be provided by SEH are described as follows:

1. Utilize information from the *Project Document Review* and *Facility Assessment* in Task 1 and the *CDPHE Design Criteria Evaluation* in Task 2 to assist in the development of the Alternatives Evaluation.
2. The Alternatives Evaluation includes the following flow and loading scenarios for the evaluation at the City of Fort Lupton WWTP:
 - a. City of Fort Lupton only.
 - b. City of Fort Lupton and all Potential Regional Partners.
 - c. SEH can evaluate additional combinations of flows as *Additional Services*.
3. For the evaluation at the City of Fort Lupton WWTP: Prepare and compile list of treatment options for the major unit processes listed below. List of treatment options will be summarized in Technical Memorandum No. 5.
 - a. Influent, intermediate, and effluent metering and monitoring (up to four (4) options).
 - b. Preliminary treatment: Influent pumping (up to four (4) options).
 - c. Preliminary treatment: Screening and grit removal systems (up to five (5) options).
 - d. Secondary treatment: Biological and clarification (up to five (5) options).
 - e. Digestion (up to four (4) options).
 - f. Dewatering (up to five (5) options).
 - g. Dewatered solids conveyance (up to four (4) options).
 - h. Solids processing and handling pump systems: (up to four (4) options)
 - i. Solids processing and handling: chemical feed systems (up to four (4) options).
 - j. Disinfection (up to four (4) options).
 - k. Tertiary treatment (up to four (4) options).
 - l. Odor control (up to four (4) options).
4. For the evaluation at the City of Fort Lupton WWTP: Technical Memorandum No. 5 (TM No. 5): Treatment Options
 - a. Develop draft TM No. 5 and submit to the City for their review and comment prior to the Treatment Options Workshop.
 - i. Conduct one (1) on-site Treatment Options Workshop with the City to discuss preliminary evaluation of the treatment options in TM No. 5.

- ii. Collaborate with City at the Treatment Options Workshop to options for the following major unit processes summarized in TM No. 5.
 - Influent, intermediate, and effluent metering and monitoring (selection of two (2) options).
 - Preliminary treatment: Influent pumping (selection of two (2) options).
 - Preliminary treatment: Screening and grit removal systems (selection of three (3) options).
 - Secondary treatment: Biological (selection of three (3) options). Based on discussions with the City, these three (3) options will include the evaluation of modifying, upgrading, or expanding the current oxidation ditch process.
 - Secondary treatment: Clarification (selection of two (2) options).
 - Digestion (selection of two (2) options).
 - Dewatering (selection of three (3) options).
 - Dewatered solids conveyance (selection of two (2) options).
 - Solids processing and handling pump systems: (selection of two (2) options)
 - Solis processing and handling: chemical feed systems (selection of two (2) options).
 - Disinfection (selection of two (2) options).
 - Tertiary treatment (selection of two (2) options).
 - Odor control (selection of two (2) options).
 - iii. Collaborate with City at the Treatment Options Workshop to select treatment options for each remaining major unit process summarized in TM No. 5.
 - iv. Treatment Options Workshop includes up to one 4-hour workday for each attendee.
- b. Alternatives Evaluation Workshop will be attended by the following SEH personnel:
- i. Project Manager.
 - ii. Project Engineer: Process.
 - iii. Client Service Manager.
5. For the evaluation at the City of Fort Lupton WWTP: Alternatives Evaluation is a feasibility and AACE International Class 5 cost evaluation of alternatives for influent and effluent metering and monitoring, preliminary and secondary treatment, secondary clarification, solids processing and handling, disinfection, odor control, site civil work, and mechanical and electrical systems. AACE Class 5 cost estimates include capital and O&M costs.
- a. Flow Metering: Evaluate cost and feasibility of the flow metering options selected by the City in the Treatment Options Workshop for the following:
 - i. Influent flow.
 - ii. Intermediate flow (RAS, WAS, digester decant, digested sludge influent to dewatering, and dewatered solids).
 - iii. Effluent flow.
 - b. Flow Monitoring: Evaluate cost and feasibility of the flow monitoring (sampling) options selected by the City in the Treatment Options Workshop for the following:
 - i. Influent flow.
 - ii. Intermediate flow (RAS, WAS, digester decant, digested sludge influent to dewatering, and dewatered solids).
 - iii. Effluent flow.
 - c. Preliminary Treatment: Evaluate cost and feasibility of the preliminary treatment options selected by the City in the Treatment Options Workshop for each of the following:
 - i. Screened influent wastewater pumping.
 - ii. Screening, Washing, and Compaction.
 - iii. Grit Removal, Washing, and Classification.
 - d. Secondary Biological Treatment: Evaluate preliminary cost and feasibility of the secondary treatment options selected by the City in the Treatment Options Workshop.
 - e. Secondary Clarification: Evaluate cost and feasibility of the options selected by the City in the Treatment Options Workshop for secondary clarification.
 - i. Includes evaluation of potential re-purposing of existing clarifier and replacement with new clarifiers.
 - f. Solids Processing and Handling: Evaluate cost and feasibility of the selected options by the City in the Treatment Options Workshop for each of the following:
 - i. RAS/WAS pumping systems.

- ii. Digestion: Includes feasibility evaluation of decanting and repurposing the existing secondary clarifier as a digester.
 - iii. Dewatering: Includes evaluation of chemical storage and feed equipment.
 - iv. Solids handling conveyance systems to solids storage.
 - g. Disinfection: Evaluate cost and feasibility of the disinfection systems selected by the City in the Treatment Options Workshop.
 - h. Tertiary Treatment: Evaluate cost and feasibility of the tertiary filtration systems selected by the City in the Treatment Options Workshop.
 - i. Odor Control: Evaluate cost and feasibility of the odor control systems selected by the City in the Treatment Options Workshop.
 - j. Site Civil Work: Evaluate appropriate earthwork costs associated with alternatives.
 - k. Mechanical Systems: Determine heating, ventilation, and air conditioning (HVAC) requirements and improvements within existing or new infrastructure.
 - l. Electrical Systems: Determine electrical requirements and improvements to existing or new infrastructure.
 - i. Includes feasibility and cost of potential reuse of existing equipment, replacement of electrical equipment, use of existing electrical rooms, and relocation of equipment in a new building.
 - ii. Includes evaluation of existing power service, improvements to power service, and back-up power.
 - m. Code Review: Evaluate design considerations for existing and proposed infrastructure to comply with building code.
6. For the evaluation of wastewater treatment at a new site location for flows from the City Fort Lupton and all Potential Regional Partners:
- a. Prepare feasibility level capital and O&M costs. Capital costs will be developed based on unit costs (cost/gallon) for nitrogen and phosphorus removal facilities.
7. Technical Memorandum No. 6 (TM No. 6): Alternatives Evaluation
- a. Summarize feasibility and Class 5 cost estimates for the Alternatives Evaluation.
 - i. Provide three (3) conceptual layouts at the existing site.
 - ii. Provide one (1) conceptual layout for the new potential site location.
 - b. Develop draft TM No. 6 and submit to the City for their review and comment.
 - c. Coordinate with the City regarding their comments to finalize TM No. 6.

Task 5 – Meetings, Workshops, and Site Visits

- a. One (1) on-site Treatment Options Workshop with the City.

Task 5 – Deliverables

- a. Treatment Options Workshop agenda and minutes.
- b. TM No. 5: Treatment Options.
- c. TM No. 6: Alternatives Evaluation.
- d. City will be provided with four (4) paper copies and one (1) electronic copy for each Task 5 deliverable.

Task 5 – Assumptions and Exclusions

- a. Evaluation of additional alternatives in exceedance of the services described in the above *Task 5: Alternatives Evaluation* are considered *Additional Services*.
- b. Evaluation of additional combinations of flows beyond what is described herein are considered *Additional Services*.
- c. Cost estimates prepared for Task 5 assume a shallow foundation for new buildings.
- d. Coordination with Potential Regional Partners will be initiated and facilitated by the City.
- e. City WWTP Operations Staff shall attend the Alternatives Evaluation Workshop.
- f. Fee for on-site meetings, workshops, and site visits includes travel time.
- g. Feasibility level AACE Class 5 cost estimates will be provided under this Task. Costs include capital and O&M costs. O&M costs will be developed using a linear escalation of costs to estimate the 20-year net present worth value. O&M costs are produced for process and equipment comparison purposes.

- h. Cost estimates for conveyance of wastewater from Potential Regional Partners to the City WWTP or to a new site is not included in the cost evaluation.
- i. Cost estimates for conveyance of wastewater from the City's existing wastewater collection system to the new site is included in the cost evaluation. City shall provide size, location, and approximate alignment of sewer from their existing collection system to the new site. If wastewater requires pumping from the existing collection system to the new site, cost estimates will be based on a cost per gallon basis for lift station infrastructure. Hydraulic analysis for wastewater collection conveyance as part of this Facility Plan Report is not included the scope of services.
- j. Based on discussions with the City, the three (3) options selected by the City for secondary treatment for nutrient removal will include the evaluation of modifying, upgrading, or expanding the current oxidation ditch process. In utilizing the existing oxidation ditch in the evaluation, treatment options are limited to the following and will be included in the alternatives evaluation:
 - i. Option 1: Nutrient removal via biological phosphorus (anaerobic), biological nitrogen (pre-anoxic and post-anoxic), and oxidation ditch, which may include post aeration. Option includes the addition of an external carbon source.
 - ii. Option 2: Nutrient removal via biological nitrogen (pre-anoxic), oxidation ditch, and chemical phosphorus.
 - iii. Option 3: Nutrient removal via a different process other than the use of the existing oxidation ditch. City does not have data for the refractory portion of nitrogen in their wastewater. Refractory nitrogen can be removed through reverse osmosis (RO) and is assumed to be required to meet total nitrogen limits less than 5 mg/L. Therefore, the evaluation of RO for the removal of total nitrogen to less than 5 mg/L down to 2.01 mg/L is not included in the alternatives evaluation as part of the Scope of Services.

F. Task 6: Regionalization Evaluation

- 1. Facility modifications and feasibility level AACE Class 5 cost estimates are described in *Task 5: Alternatives Evaluation* which incorporates the impact of regionalization with the Potential Regional Partners. AACE Class 5 cost estimates include capital and O&M costs.

Task 6 – Meetings, Workshops, and Site Visits

- a. None, unless requested and approved by the City as *Additional Services*.

Task 6 – Deliverables

- a. See deliverables for Task 5: Alternatives Evaluation.

Task 6 – Assumptions and Exclusions

- a. See assumptions and exclusions for Task 5: Alternatives Evaluation. These assumptions apply to work related to Task 6.

G. Task 7: Funding Evaluation

- 1. Investigate grant and loan funding options available to the City for WWTP improvements projects and new WWTP construction projects.
 - a. Summarize requirements and submission timelines for funding options to upgrade the existing WWTP or build a new facility for treatment of wastewater flows from City only.
 - b. Summarize requirements and submission timelines for funding options to upgrade the existing WWTP or build a new facility for treatment of combined wastewater flows from the City and all Potential Regional Partners.
- 2. Technical Memorandum No. 7 (TM No. 7): Funding Evaluation
 - a. Develop draft TM No. 7 and submit to the City for their review and comment.
 - b. Coordinate with the City regarding their comments to finalize TM No. 7.

Task 7 – Meetings, Workshops, and Site Visits

- a. None, unless requested and approved by the City as *Additional Services*.

Task 7 – Deliverables

- a. TM No. 7: Funding Evaluation.

- b. City will be provided with four (4) paper copies and one (1) electronic copy for each Task 7 deliverable.

Task 7 – Assumptions and Exclusions

- a. Assistance with development and submission of funding applications are considered *Additional Services*.
- b. Assistance with development, execution, and administration of funding contracts are considered *Additional Services*.
- c. Funding Evaluation encompasses Department of Local Affairs (DOLA) Energy/Mineral Impact Funds (EAIF), United States Department of Agriculture (USDA), CDPHE funding options, and up to three additional alternative funding sources. Investigation of alternative funding options beyond what is described herein are considered *Additional Services*.

H. Task 8: Facility Plan Report Preparation

1. Preparation of report
 - a. Prepare Preliminary Draft Facility Plan Report and submit to the City for their review and comment. City will submit written comments to SEH no later than 3 business days prior to Facility Plan Report Workshop.
 - b. Conduct one (1) on-site Facility Plan Report Workshop with the City to discuss Preliminary Draft Facility Plan Report and comments.
 - i. Facility Plan Report Workshop includes up to one 4-hour workday for each attendee.
 - ii. Alternatives Evaluation Workshop will be attended by the following SEH personnel:
 - Project Manager.
 - Project Engineer: Process.
 - Client Service Manager.
 - c. Prepare Draft Facility Plan Report and submit to the City for their review and comment. City shall submit written comments to SEH.
 - d. Finalize Facility Plan Report and submit final paper and electronic copies to the City.

Task 8 – Meetings, Workshops, and Site Visits

- a. One (1) on-site Facility Plan Report Workshop with the City.

Task 8 – Deliverables

- a. Preliminary Draft Facility Plan Report.
- b. Facility Plan Report Workshop agenda and minutes.
- c. Draft Facility Plan Report.
- d. Final Facility Plan Report.
- e. City will be provided with eight (8) paper copies and one (1) electronic copy for the Final Facility Plan Report. For all other Task 8 deliverables, City will be provided with four (4) paper copies and one (1) electronic copy.

Task 8 – Assumptions and Exclusions

- a. Additional iterations to prepare report beyond what is described herein are considered *Additional Services*.
- b. Coordination with Potential Regional Partners will be initiated and facilitated by the City.
- c. City shall thoroughly review the Preliminary Draft Facility Plan Report for any misrepresentations and inaccuracies prior to the Facility Plan Report Workshop and discuss these items for correction in the meeting.
- d. City WWTP Operations Staff will attend the Alternatives Evaluation Workshop.
- e. Fee for on-site meetings, workshops, and site visits includes travel time.

III. ADDITIONAL SERVICES

SEH will furnish Additional Services for changes in this Scope of Services or as requested by the City. SEH will provide an estimated fee for Additional Services as requested by the City. SEH will not perform Additional Services without prior written authorization from the City. Additional Services not provided in this Scope of Services include, but are not limited to, the following:

- A. Items identified as Additional Services in each task under the Assumptions and Exclusions subsections.

- B. Design, bidding, and construction-phase services.
- C. Geotechnical evaluation: The need for a geotechnical investigation or extent of a geotechnical investigation and associated design services are beyond what is scoped herein.
- D. Assistance with the City WWTF Colorado NPDES permitting process.
- E. Assistance with funding applications, funding contract development, and administrative services following funding contract execution.
- F. Conducting archaeological/ historical/property surveys, site survey, survey specific to identifying the boundary of the 100-year and 500-year flood elevation if this data is not readily available, and infiltration and inflow analysis.
- G. Contacting industries for future growth and expansion plans, updating or developing treatment agreements with major contributing industries, and meetings with SIUs.
- H. A task that is not explicitly included is explicitly excluded.

IV. PROJECT SCHEDULE

SEH proposes the following estimated schedule with completion of the scope of services described herein by December 16, 2016.

Table 3: Proposed Project Schedule	
Milestone	Date
Kick-off and Field Evaluation Site Visit Meeting	Estimated Date of 08/04/2016
Treatment Options – City Workshop	Estimated Date of 09/22/2016
Preliminary Draft Facility Plan Report Submission to the City	Estimated Date of 11/14/2016
Facility Plan Report – City Workshop	Estimated Date of 11/22/2016
Draft Facility Plan Report Submission to the City	Estimated Date of 12/02/2016
Facility Plan Report – Final Submission to the City	Estimated Date of 12/16/2016

Project Schedule – Assumptions and Exclusions

1. The proposed project schedule presented in Table 3 was developed based on the City collecting current, rated, and 20-year flows and loads for the City and from all Potential Regional Partners by August 11, 2016.
2. SEH is not responsible for time delays caused by circumstances beyond the control of SEH.
3. For the review, approval, and/or comment on Technical Memoranda (TM No. 1 through TM No. 6), the City shall provide written comments to SEH within three (3) business days from the time of receipt from SEH.

V. COMPENSATION

SEH proposes to complete the Scope of Services described herein for the following lump-sum fee:

Tasks	Amount
Task 1: Condition and Performance Assessment	\$ 39,260
Task 2: Existing WWTP and CDPHE Design Criteria Evaluation	\$ 7,780
Task 3: Basis of Evaluation	\$ 15,130
Task 4: Site Location Evaluation	\$ 8,035
Task 5: Alternatives Evaluation	\$ 43,690
Task 6: Regionalization Evaluation	\$ 1,120
Task 7: Funding Evaluation	\$ 4,250
Task 8: Facility Plan Report Preparation	\$ 23,280
Total	\$ 142,545

The total fee for Tasks 1 through 8 is \$142,545.

VI. SUMMARY

SEH appreciates the opportunity to provide this Scope of Services and Fee Estimate to the City of Fort Lupton. We look forward to working with you on this important wastewater project. Please do not hesitate to contact Angela Kana at 303.586.5823 or via e-mail at akana@sehinc.com if you have questions.

Respectfully submitted,

SHORT ELLIOTT HENDRICKSON INC.



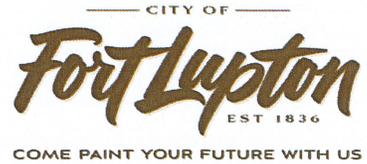
Angela Kana, P.E.
Project Manager



John W. Simmer
Vice President / Regional Manager

c: Kendall Dalton – SEH Client Service Manager

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Tommy Holton, Mayor

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

AM 2016-097

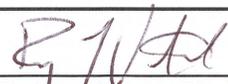
**AWARD CONTRACT TO FARIS MACHINERY COMPANY FOR NOT TO EXCEED \$376,025.00
FROM UTILITY FUND / SEWER LINES**

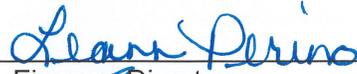
- I. **Agenda Date:** Council Meeting – July 18, 2016

- II. **Attachments:**
 - a. Faris Machinery Company Proposal
 - b. Kansas State Bank Lease Terms
 - c. Bank of Colorado Lease Proposal

III. **Summary Statement:**

Award of contract to Faris Machinery Company for lease purchase of Sewer Vac Truck for not to exceed \$376,025.00. Accept lease terms of 2.75% with Bank of Colorado for 4 years with annual payments of \$90,000, \$90,000, \$90,000 and buyout of \$123,024.98

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 city's existing 2006 VacTruck is an older model that has served us well. This machine serves several functions for the Public Works Department including potholing utilities, vacuuming out storm drain inlets and jetting/vacuuming sanitary sewer lines. The existing truck has limited storage and water capacity.

Faris Machinery Company is a member organization with the National Joint Powers Association (NJPA) with Contract #022014FSC.

Lease terms were requested from Faris (Kansas State Bank) and Bank of Colorado.

Anticipated delivery date within four (4) months of purchase order submittal.

X. Legal/Political Considerations:

Not Applicable.

XI. Alternatives/Options:

- *Approve the bid award*
- *Do not approve the award*
- *Accept lease terms from Kansas State Bank*
- *Revise lease payment terms with Colorado State Bank*
- *Purchase outright*

XII. Financial Considerations:

This capital purchase was included in the 2016 general fund budget for initial payment of \$90,000. 5-year budgeting includes payments of \$60,000 in 2017, \$60,000 in 2018 and buyout of \$180,000 in 2019.

XIII. Staff Recommendation:

Staff recommends accepting proposal from Faris Machinery Company for not to exceed \$376,025.00.

Staff recommends accepting lease terms of Bank of Colorado.

2016 NJPA Sales Proposal, 2016 Vactor 21P-16 Combination Machine
National Joint Powers Association Contract #022014FSC

Date:	6/16/2016
Dealer:	Faris Machinery Company
Address:	5770 E 77th Ave
City/State/ Zip	Commerce City, CO 80022
Terms:	NET 30
Customer:	Ft Lupton, City of
Address:	130 S McKinley
City:	Fort Lupton, CO
State:	Colorado
Zip:	80261
Contact:	Roy Vestal
Phone:	303 857-6694
Email:	rvestal@fortlupton.org

2100 Plus Price Sheet

Sales Code	Description	NJPA Price	Quantity	Extended Price
2110P-16	2100 Plus PD, 16" Vacuum, 10 yrd Debris, Combo	\$201,241.00	1	\$201,241.00
5002PA	80 GPM/2500 PSI in lieu of 60 GPM/2000	\$0.00	1	\$0.00
015STD	Customer Supplied Chassis Modification Charge	\$0.00	1	\$0.00
009PSTD	Under Engine Toolbox	\$0.00	1	\$0.00
011PSTD	Aluminum Fenders	\$0.00	1	\$0.00
012PSTD	Mud Flaps	\$0.00	1	\$0.00
014PSTD	Electric/Hydraulic Four Way Boom	\$0.00	1	\$0.00
016PSTD	Color Coded Sealed Electrical System	\$0.00	1	\$0.00
018PSTD	Remote Pendant Control With 35' Cord	\$0.00	1	\$0.00
019PSTD	Vansco Electronic Package	\$0.00	1	\$0.00
020PSTD	Double Acting Hoist Cylinder	\$0.00	1	\$0.00
025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects	\$0.00	1	\$0.00
026PSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00	1	\$0.00
030PSTD	Flexible Hose Guide	\$0.00	1	\$0.00
032PSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00	1	\$0.00
045PSTD	Suction Tube Storage - 4 Pipe	\$0.00	1	\$0.00
046PSTD	1" Nozzle Pipe	\$0.00	1	\$0.00
048PSTD	1" x10' Leader Hose	\$0.00	1	\$0.00
1001PSTD	Flat Rear Door w/Hydraulic Locks	\$0.00	1	\$0.00
1005PSTD	Dual Stainless Steel Float Shut Off System	\$0.00	1	\$0.00
1024PSTD	Debris Body Vacuum Relief System	\$0.00	1	\$0.00
1031PSTD	Debris Deflector Plate	\$0.00	1	\$0.00
1033PSTD	60" Dump Height	\$0.00	1	\$0.00
2022PSTD	Additional Water Tank Sight Gauge	\$0.00	1	\$0.00
2023PSTD	Liquid Float Level Indicator	\$0.00	1	\$0.00
4010PSTD	Boom Hose Storage, Post	\$0.00	1	\$0.00

5002PSTD	80 GPM/2500 PSI Variable Flow Water System	\$0.00	1	\$0.00
5011PSTD	3" Y-Strainer @ Water Pump w/3" Drain Valve	\$0.00	1	\$0.00
5012PSTD	Performance Package	\$0.00	1	\$0.00
5014PSTD	1" Water Relief Valve	\$0.00	1	\$0.00
5015PSTD	Midship Handgun Coupling	\$0.00	1	\$0.00
5022PSTD	Side Mounted Water Pump	\$0.00	1	\$0.00
6005PAST D	Additional Hose Footage Counter, Rear of Hose Reel, Included w/Digital Counter	\$0.00	1	\$0.00
6007PSTD	Hose Reel Manual Hyd Extend/Retract	\$0.00	1	\$0.00
6009PSTD	Hose Reel Chain Cover	\$0.00	1	\$0.00
6017PSTD	Hydraulic Shutoff Valves	\$0.00	1	\$0.00
6020PSTD	Hydraulic Extending 15", Non-Rotating, Hose Reel, 1" x 800' Capacity	\$0.00	1	\$0.00
7001PSTD	Tachometer/Chassis Engine w/Hourmeter	\$0.00	1	\$0.00
7003PSTD	Water Pump Hour Meter	\$0.00	1	\$0.00
7004PSTD	PTO Hour Meter	\$0.00	1	\$0.00
8000PSTD	Circuit Breakers	\$0.00	1	\$0.00
8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.00	1	\$0.00
9002PSTD	Tow Hooks, Front	\$0.00	1	\$0.00
9002PSTD	Tow Hooks, Rear	\$0.00	1	\$0.00
9003PSTD	Electronic Back-Up Alarm	\$0.00	1	\$0.00
S390ASTD	8" Vacuum Pipe Package	\$0.00	1	\$0.00
S560STD	Emergency Flare Kit	\$0.00	1	\$0.00
S590STD	Fire Extinguisher 5 Lbs.	\$0.00	1	\$0.00
P110STD	Module Paint, DuPont Imron Elite - Wet on Wet	\$0.00	1	\$0.00
1003P	Debris Body Washout	\$1,346.00	1	\$1,346.00
1007P	6" Rear Door Butterfly Valve, 3:00 position	\$738.00	1	\$738.00
1007PA	6" Rear Door Butterfly Valve w/Port & Fixed Basket Screen, 6:00 position	\$951.00	1	\$951.00
1013P	Additional Water, Water and Debris Tanks Joined	\$2,163.00	1	\$2,163.00
1014P	Centrifugal Separators (Cyclones)	\$4,706.00	1	\$4,706.00
1015P	Folding Pipe Rack, Curbside	\$934.00	1	\$934.00
1015PA	Folding Pipe Rack, Streetside	\$934.00	1	\$934.00
1022P	Rear Door Splash Shield	\$1,371.00	1	\$1,371.00
1023P	Lube Manifold	\$2,035.00	1	\$2,035.00
2001P	Low Water Light w/Alarm and Water Pump Flow Indicator	\$580.00	1	\$580.00
2006P	Air Purge	\$1,164.00	1	\$1,164.00
2011P	3" Y-Strainer at Passenger Side Fill, in lieu of 2", with 25' Fill Hose	\$391.00	1	\$391.00
3015PA	Hot Shift Blower Drive	\$2,823.00	1	\$2,823.00
3017P	Blower High Temp Safety Shutdown	\$476.00	1	\$476.00
4015P	180 deg. 10ft Telescoping Boom	\$13,755.00	1	\$13,755.00

4006P	Front Joystick Boom Control	\$711.00	1	\$711.00
4011PB	Bellypack Wireless Controls, including hose reel controls	\$2,772.00	1	\$2,772.00
4013P	Rotatable Boom Inlet Hose, Extendable Boom	\$518.00	1	\$518.00
4022PSTD	Telescopic Boom Elbow, Standard	\$0.00	1	\$0.00
5008PE	Cold Weather Recirculator, PTO Driven, 9 GPM	\$1,543.00	1	\$1,543.00
5010P	Jet Rodder Water System Accumulator	\$2,477.00	2	\$4,954.00
5021P	Hydro Excavation Kit/Retract Reel w/50' Hose and Nozzle	\$3,082.00	1	\$3,082.00
6002PB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$823.00	1	\$823.00
6004PA	Hose Wind Guide (Dual Roller), Auto, Non-Indexing with Pinch Roller	\$4,279.00	1	\$4,279.00
6005PD	Digital Hose Footage Counter	\$1,543.00	1	\$1,543.00
6011P	Handgun Hose Reel w/Spring Retract	\$1,159.00	1	\$1,159.00
6019P	Rodder Pump Drain Valves	\$447.00	1	\$447.00
7005P	Hydraulic Oil Temp Alarm	\$335.00	1	\$335.00
8001PB	Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights	\$1,848.00	1	\$1,848.00
8002PA	Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug	\$321.00	1	\$321.00
8008P	Brackets and Wiring for Customer Installed Strobe/Revolving Light, Rear	\$391.00		\$0.00
8020PE	DOT 3 Lighting Package, 6 Federal Signal Strobe Lights	\$2,599.00	1	\$2,599.00
8028P	Worklights (2), LED, Telescoping Boom	\$701.00	1	\$701.00
8029PA	Worklight, LED, Operators Station	\$589.00	1	\$589.00
8030P	Hose Reel Wrapped for Delivery	\$0.00	1	\$0.00
9023P	Safety Cone Storage Rack - Drop in Style	\$146.00	1	\$146.00
9070PB	Long Handle Tool Storage	\$315.00	1	\$315.00
9071PF	Toolbox, Behind Cab - 14w x 36h x 96d	\$2,878.00	1	\$2,878.00
9074PA	Toolbox, Driver Side Subframe, 18w x 24h x 24d	\$1,194.00	1	\$1,194.00
Freight Charges determined by Shipping Location			1	\$2,700.00
1096D-30	Leader Hose 1" x 25'		1	\$315.00
114SD	2017 Freightliner FL-114SD Cab/Chassis (TWT)	\$97,850.00	1	\$97,850.00
TOTAL, FOB FORT LUPTON, CO				\$369,230.00
DELIVERY: 150 DAYS ARO				
VG-141JTCL	Vanguard Anti-Bacterial System (Option)		1	\$6,795.00

PROPOSAL SUBMITTED BY: RYAN GIESLER, FARIS MACHINERY COMPANY



June 28, 2016

Formal Proposal

OBLIGOR: CITY OF FT. LUPTON

- ✓ This is a finance/ownership contract.
- ✓ Fixed interest rate for the Four (4) Year term.

EQUIPMENT: NEW VACTOR

Acquisition Cost:	\$376,025.00	Term:	Four (4) Years	Year 1 Payment:	\$90,000.00
Down Payment:	\$0.00	Payment Mode:	Annual	Year 2 Payment:	\$60,000.00
Trade In:	\$0.00	Interest Rate:	2.799%	Year 3 Payment:	\$60,000.00
Principal Balance:	\$376,025.00			Year 4 Payment:	\$185,635.00

- ◆ This transaction must be credit approved, documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before July 28, 2016. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- ◆ This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- ◆ Obligor's total amount of tax-exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- ◆ This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- ◆ Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.

BAYSTONE GOVERNMENT FINANCE <i>William Bauman</i>	CITY OF FT. LUPTON
	Signature:
	Typed Name & Title:
	Date:

5330 E Calle Del Norte, Phoenix, AZ 85018
Local: (602) 650-1184 Toll Free: 888-345-0071 Fax: (602) 650-1194
wbauman@bfgfinancial.net
www.baystone.net



July 14, 2016

City of Fort Lupton
 Mr. Roy Vestal, Public Works Director
 130 South McKinley Ave
 Fort Lupton, CO 80621

RE: Lease Purchase Agreement – Vacuum Truck

Dear Mr. Vestal,

The Bank of Colorado is pleased to inform you that the Bank of Colorado has approved a lease purchase agreement for the City of Fort Lupton for a vacuum truck. The following are the terms and conditions of the lease purchase agreement:

Acquisition Cost:	\$ 376,025.00	Term:	Four (4) Years
Down Payment:	\$ 0.00	Payment Type:	Annually
Principal Balance of Lease:	\$ 376,025.00	Interest Rate:	2.75%

Following are two proposed lease purchase options for the City of Fort Lupton to choose from:

LEASE PURCHASE OPTION #1				
Lease Payments Due at Beginning of Lease Year				
	Payment Amount	Interest	Principal	Remaining Balance
Year 1	\$ 90,000.00	\$ -	\$ 90,000.00	\$ 296,509.31
Year 2	\$ 90,000.00	\$ 7,974.93	\$ 82,025.07	\$ 214,776.56
Year 3	\$ 90,000.00	\$ 5,687.91	\$ 84,312.09	\$ 130,764.95
Year 4	\$ 134,410.93	\$ 3,337.13	\$ 119,687.85	\$ -

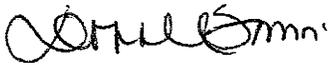
LEASE PURCHASE OPTION #2				
Lease Payments Due at End of Lease Year				
	Payment Amount	Interest	Principal	Remaining Balance
Year 1	\$ 90,000.00	\$ -	\$ 90,000.00	\$ 286,025.00
Year 2	\$ 90,000.00	\$ 7,974.93	\$ 82,025.07	\$ 203,999.93
Year 3	\$ 90,000.00	\$ 5,687.91	\$ 84,312.09	\$ 119,687.85
Year 4	\$ 123,024.98	\$ 3,337.13	\$ 119,687.85	\$ -

The above lease options interest calculations are assumptions and are based upon a payments being received annually with 365 days between payments. If the actual number of days between lease payments be more, or less, than 365 days the proposed interest and lease payments will increase/decrease accordingly. Proposed Lease Interest rate of 2.75% is based upon the proposed transaction being designated as a tax-exempt.

Should you have any questions or need any additional information please do not hesitate to contact myself of David Evens at 303-857-3400.

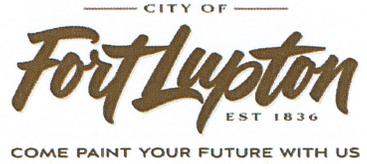
We appreciate and value the relationship with the City of Fort Lupton and we are pleased to provide the City of Fort Lupton with this approved Lease Purchase Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald D. Tomoi". The signature is fluid and cursive, with the first name being the most prominent.

Donald D. Tomoi
Market President

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Tommy Holton, Mayor

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

AM 2016-098

**RATIFYING THE MAYOR'S SIGNATURE FOR A TRAIL EASEMENT AGREEMENT ON THE
INOUYE PROPERTY.**

- I. **Agenda Date:** Council Meeting – July 18, 2016
- II. **Attachments:** a. Trail Easement Agreement and exhibits A & B
- III. **Summary Statement:**

To ratify the Mayor's signature on the Easement Agreement across the Inouye property for the South Platte Trail project.

IV. **Submitted by:**



Planning 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 City received funding for construction of a trail from Pearson Park to 14th Street (County Road 14.5). The trail construction is scheduled to begin soon and an easement is required for the portion across the Inouye property between the City property and 14th Street (Weld County Road 14.5).

The easement was donated to the City of Fort Lupton.

The easement agreement allows the City to construct, maintain and allow public use of the South Platte Trail beginning at the wastewater treatment plant property and terminating at 14th Street (Weld County Road 14.5).

X. Legal/Political Considerations:

The City Attorney worked with staff to obtain the final easement agreement. The easement is required to allow for the construction, maintenance and use of the trail on private property. The Attached agreement has been signed by the property owner.

XI. Alternatives/Options:

Acceptance and signing of the agreement is required to continue the project.

- 1. Ratify the Mayor's signature*
- 2. Not Ratify the Mayors signature*

XII. Financial Considerations:

The signing of the easement agreement will allow us to move forward with the project that is funded by a CDOT grant.

XIII. Staff Recommendation:

Staff recommends Council ratify the Mayor's signature on the Trail Easement Agreement.

TRAIL EASEMENT AGREEMENT

THIS GRANT OF TRAIL EASEMENT (the "Agreement") is made this 30th day of June, 2016.

1. **PARTIES.** The party conveying and granting this Trail Easement is Martha Inouye (hereinafter "Landowner" or "Grantor") who is the current owner of the subject property; and the party being granted the easement is the City of Fort Lupton (hereinafter "the City").
2. **PURPOSE.** The purpose of this Agreement is to allow the City access on, over and to the subject property to construct, provide and maintain a recreational pedestrian trail on the subject property and to allow the general public access to use the Easement for a recreational pedestrian trail and related recreational pedestrian uses.
3. **PROPERTY TO BE BURDENED.** Landowner is the fee owner of the subject property known as 12210 County Road 14.5, Fort Lupton, Colorado 80621. The legal description for the entire subject property is attached hereto and incorporated herein as Exhibit "A" (hereinafter the "Subject Property"). The location of the Trail Easement being granted herein on the Subject Property is located as set forth on the survey completed by American West Land Surveying Company, a copy of which is attached hereto as Exhibit "B" (hereinafter the "Trail Easement").
4. **EASEMENT RIGHTS ACQUIRED.** Landowner hereby grants to the City, an exclusive and permanent right to enter, re-enter, occupy and use the Trail Easement, reserving unto Grantor all oil, gas and minerals described in more detail above and in the exhibits attached hereto as Exhibit "B". The City shall be able to enter, re-enter, occupy, use and access the Trail Easement for the purpose of constructing, installing, enlarging, removing, repairing, operating and maintaining the recreational pedestrian trail and associated structures, if any, consistent with the uses set forth in this paragraph. The City, its agents, employees, successors and assigns shall have the right of ingress and egress in, to, through, over, under and across the Trail Easement for any purpose necessary to allow the City full use and enjoyment of its easement rights and to accomplish the tasks related to the provision of services to the Trail Easement described herein in Exhibits "A" and "B". Furthermore, the Landowner agrees to allow the general public access to and use of the Trail Easement for all uses consistent with a non-motorized recreational pedestrian trail. Other than use by the City consistent with its construction and maintenance rights and obligations set forth herein, use of motorized vehicles by the general public shall be prohibited on the Trail Easement.
5. **MAINTENANCE.** The City shall be responsible for maintaining any facilities, structures and trails it installs on the Trail Easement. The City agrees to indemnify Landowner from any damages incurred by any third party as a result of third party use of the Trail Easement. However, nothing herein shall be deemed a waiver of the City's rights of governmental immunity under Colorado law as such rights are specifically reserved and not waived.
6. **NAMING OF TRAIL EASEMENT.** That portion of the Trail Easement as such exists on the Property shall be known as the Inouye Family Trail Easement Area in honor of the Inouye Family. A plaque or other appropriate designation of the area as such may be placed in that portion of the Trail Easement.

7. **BENEFITS AND BURDENS.** The benefits and burdens of this Trail Easement shall be binding upon and shall inure to the benefit of the City and the Landowner, their heirs, assigns, successors and personal representatives. This Trail Easement and the rights and obligations created hereunder shall run with the land.

THIS EASEMENT IS CREATED AND GRANTED this 30 day of June, 2016.

This document was executed before me by Martha Inouye on the 30 day of June, 2016.

CITY OF FORT LUPTON

LANDOWNER/GRANTOR:

By: _____
Mayor of Fort Lupton

Martha Inouye
Martha Inouye

Attested to:

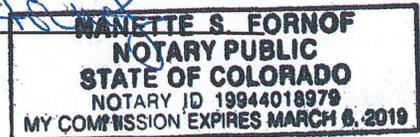
Clerk, City of Fort Lupton

STATE OF COLORADO)
)SS.
COUNTY OF W E L D)

Subscribed and sworn to before me this 30th day of June, 2016 by Martha Inouye.

Witness my hand and official seal.

Nanette S. Fornof
Notary Public



STATE OF COLORADO)
)SS.
COUNTY OF W E L D)

Subscribed and sworn to before me this _____ day of _____, 2016 by _____, as the Mayor of the City of Fort Lupton, Colorado and attested to by _____, Clerk of the City of Fort Lupton, Colorado.

Witness my hand and official seal.

Notary Public

Exhibit 'A'

AN EASEMENT FOR ACCESS, CONSTRUCTION, AND A TRAIL LOCATED IN THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

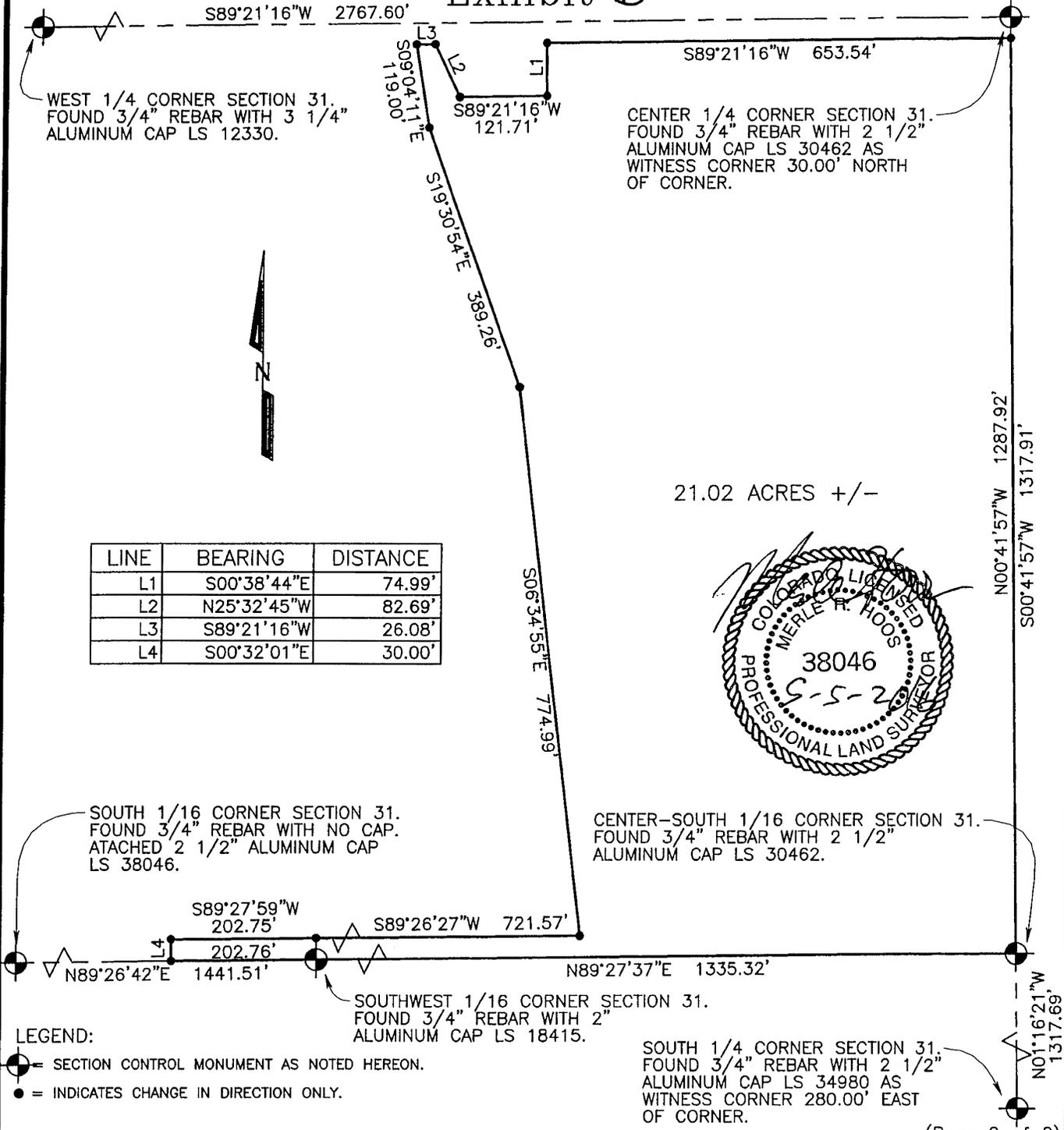
CONSIDERING THE NORTH LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 31 TO BEAR SOUTH 89°21'16" WEST AS MONUMENTED ON THE EAST BY A 3/4" REBAR WITH A 2 1/2" ALUMINUM CAP LS 30462 AS WITNESS CORNER 30.00 FEET NORTH OF THE TRUE CORNER, AND ON THE WEST BY A 3/4" REBAR WITH A 3 1/2" ALUMINUM CAP LS 12330, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 31; THENCE COINCIDENT WITH THE EAST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 31 SOUTH 00°41'57" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN RESOLUTION RECORDED JUNE 10, 1993 AS RECEPTION NO. 2336405, AND THE POINT OF BEGINNING; THENCE COINCIDENT WITH SAID PARCEL, AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 31 SOUTH 89°21'16" WEST, A DISTANCE OF 653.54 FEET; THENCE CONTINUING COINCIDENT WITH SAID PARCEL SOUTH 00°38'44" EAST, A DISTANCE OF 75.00 FEET; THENCE CONTINUING COINCIDENT WITH SAID PARCEL SOUTH 89°21'16" WEST, A DISTANCE OF 121.71 FEET; THENCE CONTINUING COINCIDENT WITH SAID PARCEL NORTH 25°32'45" WEST, A DISTANCE OF 82.69 FEET; THENCE CONTINUING COINCIDENT WITH SAID PARCEL SOUTH 89°21'16" WEST, A DISTANCE OF 26.08 FEET; THENCE SOUTH 09°04'11" EAST, A DISTANCE OF 119.00 FEET; THENCE SOUTH 19°30'54" EAST, A DISTANCE OF 389.26 FEET; THENCE SOUTH 06°34'55" EAST, A DISTANCE OF 774.99 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 31 SOUTH 89°26'27" WEST, A DISTANCE OF 721.67 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 31 SOUTH 89°27'59" WEST, A DISTANCE OF 202.75 FEET; THENCE SOUTH 00°32'01" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 31; THENCE COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 31 NORTH 89°26'42" EAST, A DISTANCE OF 202.76 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 31; THENCE COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 31 NORTH 89°27'37" EAST, A DISTANCE OF 1335.32 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 31; THENCE COINCIDENT WITH THE EAST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 31 NORTH 00°41'57" WEST, A DISTANCE OF 1287.92 FEET TO THE POINT OF BEGINNING, CONTAINING 21.02 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO.

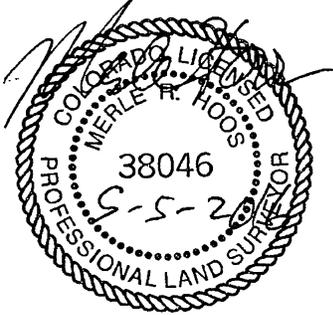
DESCRIPTION PREPARED BY:
MERLE R. HOOS, PLS 38046
FOR AND ON BEHALF OF
AMERICAN WEST LAND SURVEYING CO.
A COLORADO CORPORATION



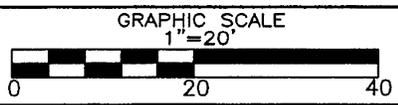
'Exhibit B'



LINE	BEARING	DISTANCE
L1	S00°38'44\"E	74.99'
L2	N25°32'45\"W	82.69'
L3	S89°21'16\"W	26.08'
L4	S00°32'01\"E	30.00'



LEGEND:
 = SECTION CONTROL MONUMENT AS NOTED HEREON.
 = INDICATES CHANGE IN DIRECTION ONLY.



DRAWN BY: MRH
 FIELD: MRH
 JOB: 15-460



ACCESS, CONSTRUCTION, & TRAIL EASEMENT

CITY OF FORT LUPTON CITY COUNCIL



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

Tommy Holton, Mayor

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

AM 2016-099

APPROVAL TO AWARD A CONTRACT TO HOUSEAL LAVIGNE ASSOCIATES, LLC FOR PROFESSIONAL SERVICES TO PERFORM WORK ON THE 2016 COMPREHENSIVE PLAN UPDATE IN AN AMOUNT NOT TO EXCEED 200,000.00 AND AUTHORIZE THE MAYOR'S SIGNATURE TO THE CONTRACT

- I. **Agenda Date:** Council Meeting – July 18, 2016
- II. **Attachments:**
 - a. Resolution No. 2016Rxxx
 - b. Houseal Lavigne Contract
- III. **Summary Statement:**

On April 20, 2016, the City released a request for proposals for the 2016 Comprehensive Plan Update on the Rocky Mountain ePurchasing System and the Colorado American Planning Association webpage. The City received several proposals from qualified consultant firms, and through the use of a selection committee, chose two consultant firms to interview for the project. Houseal Lavigne Associates, LLC was chosen as the top choice by the selection committee to carry out the 2016 Comprehensive Plan Update.

The proposed Resolution is for City Council approval to award Houseal Lavigne Associates, LLC a contract for professional services to perform the 2016 Comprehensive Plan Update in an amount not to exceed \$200,000.00 and authorize the Mayor's signature to the attached contract.

IV. **Fiscal Note:** Expenditure Budgeted

Finance Department Use Only

Leann Perino
Finance Director

V. **Submitted by:** [Signature]
Planning Director

VI. **Approved for Presentation:** [Signature]
City Administrator

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

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

IX. Detail of Issue/Request:

On April 20, 2016, the City released a request for proposals for the 2016 Comprehensive Plan Update on the Rocky Mountain ePurchasing System and the Colorado American Planning Association webpage. The City received several proposals from qualified consultant firms, and through the use of a selection committee, chose two consultant firms to interview for the project. The selection committee was comprised of City staff, which included: Claud Hanes, City Administrator; Todd Hodges, Planning Director; Roy Vestal, Public Works Director/City Engineer; Alyssa Knutson, City Planner; Jake Freier, GIS Specialist. Houseal Lavigne Associates was chosen as the top choice by the selection committee to carry out the 2016 Comprehensive Plan Update.

Attached is the proposed consultant agreement with Houseal Lavigne Associates, LLC for City Council's review and consideration. Some minor changes may occur to the contract attached for review. In the event there are any major changes to the contract, they will be brought before City Council for approval.

The proposed Resolution is for City Council approval to award Houseal Lavigne Associates, LLC a contract for professional services to perform the 2016 Comprehensive Plan Update in an amount not to exceed \$200,000.00.

X. Legal/Political Considerations:

This document has been reviewed by legal counsel and has been approved in the form attached.

XI. Alternatives/Options:

City Council can approve the resolution, deny the resolution, or choose to re-release a request for proposals.

XII. Financial Considerations:

The City Council budgeted \$200,000.00 for the comprehensive plan update and the amount proposed in the contract does not exceed this amount. This is a 2016 budgeted item and will be carried into 2017.

XIII. Staff Recommendation:

Staff recommends City Council approve the attached Resolution, awarding a contract for professional services to Houseal Lavigne Associates, LLC not to exceed 200,000.00 and authorizing the Mayor's signature to the contract.

RESOLUTION NO. 2016Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AWARDING A CONTRACT TO HOUSEAL LAVIGNE ASSOCIATES, LLC FOR PROFESSIONAL SERVICES TO PERFORM WORK ON THE 2016 COMPREHENSIVE PLAN UPDATE AND AUTHORIZING THE MAYOR'S SIGNATURE TO THE CONTRACT.

WHEREAS, the City Council finds that adequate opportunity was afforded to prospective consultants via a request for proposals for the 2016 Comprehensive Plan Update; and

WHEREAS, after conducting interviews with selected finalists who submitted proposals in response to the RFP, City staff offered Houseal Lavigne Associates, LLC the opportunity to perform the 2016 Comprehensive Plan Update; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the contract with Houseal Lavigne Associates, LLC for professional services to perform work on the 2016 Comprehensive Plan Update. Based upon review of the applicable policies and goals, the City hereby awards Houseal Lavigne Associates, LLC the contract for professional services to perform the 2016 Comprehensive Plan Update with an amount not to exceed \$200,000.00 and authorizes the Mayor's signature to the contract.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 18th DAY OF JULY 2016.

City of Fort Lupton

Tommy Holton, Mayor

Attest:

Nanette S. Fornof, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney

PROFESSIONAL SERVICES AGREEMENT

July __, 2016

BETWEEN

THE CITY OF FORT LUPTON, COLORADO

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF FORT LUPTON, COLORADO
AND
HOUSEAL LAVIGNE ASSOCIATES, LLC.

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between HOUSEAL LAVIGNE ASSOCIATES LLC., an Illinois Limited Liability Company, with principal offices at 188 W. Randolph Street, Suite 200, Chicago, Illinois 60601 (hereinafter referred to as the "CONSULTANT"), and THE CITY OF FORT LUPTON, COLORADO, a municipal corporation of the State of Colorado, whose mailing address is City of Fort Lupton, 130 S. McKinley Ave, Fort Lupton, CO 80621 (hereinafter referred to as the "CLIENT").

WITNESSETH THAT:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish technical and professional assistance in connection with the preparation of a Comprehensive Plan (hereinafter referred to as the "PROJECT") and the CONSULTANT has signified its willingness to furnish technical and professional services to the CLIENT;

and WHEREAS, the CONSULTANT represents to the CLIENT that it has sufficient expertise and resources to enable it to provide such advice and assistance to the CLIENT;

NOW, THEREFORE, the parties do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to perform in a good and professional manner those services described in Attachment A, *Comprehensive Plan Scope of Services*, copies of which are attached hereto and incorporated in this AGREEMENT. All documents, including but not limited to investigative studies, completed or partially completed drafts, graphics, charts, maps and tables produced by the CONSULTANT in the performance of these services shall be the property of the CLIENT during and upon completion of the services to be performed under this AGREEMENT. CONSULTANT shall retain all records, including but not limited to, payrolls, time records and research for a period of three years following the completion of the PROJECT.

B. Materials to be Provided by the Client

All existing information, data, reports and records which are useful for carrying out the work on this PROJECT and which are reasonably accessible to the CLIENT shall be furnished to the CONSULTANT in a timely manner. The completion of the services to be performed by the CONSULTANT under this AGREEMENT is contingent upon the receipt from the CLIENT, at no cost to the CONSULTANT, the data and reports and other material as described in Attachment A, Section 1, in a timely manner. If, by reason of any fault of CLIENT, the information, data, reports and records to be provided by the CLIENT

are not made available to the CONSULTANT in a timely manner, the CONSULTANT may suspend work on the PROJECT, in accordance with paragraph I hereof, until such materials are provided. A written notice to the CLIENT must be provided by the CONSULTANT before any work is suspended on the PROJECT.

C. Meetings and Consultant Visits

The CONSULTANT shall attend meetings associated with the following tasks, and any additional meetings deemed reasonable and needed to complete the PROJECT, as outlined in Attachment A, *Comprehensive Plan Scope of Services*.

Step 1a: Director Meeting

Step 1b: Project Initiation PAC Workshop

Step 2b: Comprehensive Plan Community Workshop

Step 2c: Parks and Trails Master Plan Community Workshop

Step 2a: Community Workshop – issues & aspirations

Step 2d: Business Workshop

Step 2e: Key Person Interviews & Focus Group Discussions

Step 3i: PAC Meeting

Step 4a: Visioning Workshops/Community Charrettes

Step 5f: Planning and Zoning Commission Review of the Parks and Trails Master Plan

Step 5g: City Council Review of the Parks and Trails Master Plan

Step 6a: Sub-Area Plan Outreach

Step 6d: PAC Meeting/Community Workshop- Sub-Area Plans

Step 7c: PAC Meeting

Step 9c: PAC Meeting

Step 9d: Final Comprehensive Plan to the Planning Commission (Public Hearing)

Step 9e: Final Comprehensive Plan to City Council

For purposes of this AGREEMENT, “meeting” shall mean a gathering requiring the attendance of the CONSULTANT or CONSULTANT's staff, including workshops, formal presentations and public meetings. Public meetings shall be scheduled at least seven (7) to fifteen (15) days in advance. The CONSULTANT will provide to the CLIENT an agenda for every scheduled meeting at least five (5) days prior to the meeting date. Attendance at additional meetings will be subject to the provisions of Article M (Extra Work) of this AGREEMENT. The CONSULTANT may conduct "site visits" to gather information, data, and perform field reconnaissance. These "site visits" shall not be counted as meetings under this AGREEMENT.

D. Deliverables

CONSULTANT agrees to provide products to the CLIENT as follows:

<u>Step</u>	<u>Deliverable</u>
2	Press Releases, Notices and Newsletter Articles
2	Project Website
3	Existing Conditions Synthesis Report
4	Vision Statement
4	Goals, Objectives, and Policies
5	Parks and Trails Master Plan
6	Detailed Sub-Area Plans
7	Design and Development Guidelines
8	City-Wide Plans
9	Draft Comprehensive Plan
9	Final Comprehensive Plan

The CONSULTANT will provide electronic copies of all interim deliverables and hard copies of deliverables as indicated above. Additional copies of deliverables requested by the CLIENT will be provided at an additional cost.

E. Changes

The CLIENT may, from time to time, request changes in Attachment A, *Comprehensive Plan Scope of Services*, of the services to be performed by the CONSULTANT hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon, shall be incorporated into written amendments to this AGREEMENT. All changes made subject to Paragraph E (Changes) must follow the procedures set out in Paragraph M (Extra Work).

F. Consultant's Compensation

The CONSULTANT shall be compensated for services rendered under the terms of this AGREEMENT on the basis of the CONSULTANT's hourly rates as stated under Paragraph G hereof (Hourly Rates) and Attachment A for the staff time devoted to the PROJECT, and for directly related project expenses. The maximum cost for CONSULTANT's services and all subcontractor's services under this AGREEMENT is \$200,000, including directly related job expenses. The CONSULTANT shall not exceed this sum without specific written authorization from the CLIENT or an amendment to this AGREEMENT. The CONSULTANT represents and warrants that absent Extra Work, as referenced in Paragraph M hereof, all work to be performed under this AGREEMENT can and will be performed without exceeding the maximum compensation amount set forth above. Directly related job expenses including, but are not limited to: printing, graphic

reproduction, mileage, mailing/delivery, the purchase of additional maps, plans and reports and other out-of-pocket expenses that are related to carrying out services under this AGREEMENT. The Internal Revenue Source's Standard Mileage Rate shall be used to calculate mileage costs, and all other directly related job expenses shall not be subject to a multiplier and shall represent actual costs incurred by the CONSULTANT.

G. Hourly Rates

The hourly rates in effect for purposes of this AGREEMENT are provided in Attachment C. The CONSULTANT reserves the right to request an increase in the hourly charge rates, but only after eighteen months following the date of this AGREEMENT and with the written approval of the CLIENT. The CLIENT shall be notified at least 30 days in advance of such a request for an increase.

H. Invoicing and Method of Payment

- (1) The CONSULTANT shall submit, on a monthly basis, invoices for services performed and reimbursable directly related job expenses incurred on the PROJECT during the billing period. Invoices are due and payable no later than thirty (30) days from the date of CLIENT's receipt of the invoice; except that the final payment shall not be remitted until receipt of the materials, data, and other reports described in Attachment A, *Comprehensive Plan Scope of Services* by the CLIENT and the Fort Lupton City Council has given approval for said payment.
- (2) Each invoice shall include a summary of work completed, the number of hours each staff person has devoted to the PROJECT during the preceding period, each

staff person's hourly rate and the extension of such hourly rate times the amount of time to the half-hour that person has spent working on the PROJECT. Invoices shall also include a listing and the amount, at the actual cost thereof, for reimbursable directly related job expenses as defined in Paragraph F hereof.

I. Time of Performance

The services of the CONSULTANT shall begin upon delivery to the CONSULTANT of an executed copy of this AGREEMENT, and shall, absent causes beyond the reasonable control of the CONSULTANT, be completed within eighteen (18) months of delivery of said executed AGREEMENT. The completion of services by the CONSULTANT shall be, among other things, contingent upon the timely receipt of the materials, data, and other reports described in Attachment A, *Comprehensive Plan Scope of Services*, and upon the timely decisions to be made by the CLIENT. For the purpose of this AGREEMENT, "timely" shall mean that decisions be made by CLIENT within ten (10) working days after receipt of a written request from CONSULTANT requesting such decisions. If the requested decisions are not provided in a timely manner, or if the CLIENT requests that CONSULTANT perform Extra Work as defined in Paragraph M hereof, such as is not now included in Attachment A, the CONSULTANT, if agreed to by the CLIENT, may suspend work on the PROJECT or a portion of the PROJECT, and may extend the period of time allotted to perform the services identified in Attachment A and Attachment B under this AGREEMENT, to a mutually agreed upon period of time necessary to compensate for the delay or additional Extra Work.

J. Excusable Delays

The CONSULTANT and CLIENT shall not be in breach of this AGREEMENT by reason of any failure in performance of this AGREEMENT in accordance with its terms if such failure arises out of reasonable causes beyond the control and without the fault or negligence of the CONSULTANT or CLIENT, respectively. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, strikes, and unusually severe weather.

K. Termination

The CLIENT shall have the right to terminate this AGREEMENT by written prior notice to the CONSULTANT at least five (5) working days before the specified effective date of such termination. In such event, all finished and unfinished documents and work papers prepared by the CONSULTANT under this AGREEMENT shall become the property of the CLIENT. On receipt of said documents and work papers by the CLIENT, the CONSULTANT shall receive compensation and reimbursement for the work actually performed before the date of termination, in accordance with Paragraph F hereof, (Consultant's Compensation) of this AGREEMENT, less payment for services and expenses previously paid.

L. Non-discrimination

The CONSULTANT has an Affirmative Action program and shall engage in lawful employment practices. The CONSULTANT shall not fail, refuse to hire, discharge, or otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, or handicap unrelated to the individual's ability to perform the duties of the position.

M. Extra Work

If requested in writing by the CLIENT and approved by the CONSULTANT, the CONSULTANT shall be available to furnish, or obtain from others, Extra Work of the following types:

- (1) Extra work or extended services due to changes in the general scope of the PROJECT, including, but not limited to; changes in size, complexity or character of the work items; extension of PROJECT timeline through no fault of CONSULTANT; acceleration of the work schedule involving services beyond normal working hours; non-delivery of any materials, data, or other information to be furnished by the CLIENT or others not within the reasonable control of the CONSULTANT.
- (2) Attendance at additional meetings beyond those made part of the AGREEMENT.
- (3) Other additional services, requested and authorized in writing by the CLIENT, which are not otherwise provided for under this AGREEMENT. The

compensation and schedule for completing Extra Work authorized by the CLIENT shall be subject to negotiation between the CLIENT and the CONSULTANT in accordance with the provisions of Paragraph E hereof (Changes) of this AGREEMENT. However, the hourly rate in effect at the time of any change authorizing Extra Work will continue to be in effect for such Extra Work.

N. Client Representative to Consultant

The CLIENT designates Alyssa Knutson to act as its representative with respect to the work to be performed under this AGREEMENT, and such person shall have authority to transmit instructions, receive information, interpret and define CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this AGREEMENT until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT designates John Houseal, Principal, as the Project Director and the CONSULTANT's representative to the CLIENT.

O. Conflict of Interest

The CONSULTANT certifies that to the best of its knowledge no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of this AGREEMENT. CONSULTANT shall not accept employment with other local governments having overlapping jurisdictions with the CLIENT for the duration of this assignment, unless specifically released in writing to do so by CLIENT.

P. Subcontractors

The CONSULTANT shall use a subcontractor to perform certain transportation, infrastructure, and engineering related portions of the services. The subcontractor is JR Engineering. The CONSULTANT shall remain responsible for all services performed by subcontractors and the subcontractor's compensation shall be included in the CONSULTANT's compensation as identified in Paragraph F. Q. Independent Contractor

It is mutually understood and agreed, and it is the intent of CONSULTANT and CLIENT, that an independent contractor relationship be established and is hereby established under the terms and conditions of this AGREEMENT. Employees of the CLIENT are not, nor shall they be deemed to be, employees of CONSULTANT. Employees of CONSULTANT are not, nor shall they be deemed to be, employees of CLIENT.

R. Insurance

CONSULTANT shall maintain types of insurance coverage and amounts of coverage acceptable to the CLIENT with an insurance company during the time of performance of identified in Paragraph I of this AGREEMENT and provide CLIENT with a certificate of insurance naming CLIENT, its board members, employees and agents, as additional insured with an insurance company, for the types of coverage and amounts of coverage determined acceptable to CLIENT.

S. Entire Agreement

This AGREEMENT, including the attachments to this Agreement, contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in

writing executed by the parties to this AGREEMENT. No representations, warranties, undertakings or promises have been made by either party hereto unless expressly stated herein.

T. Notices

All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if delivered in person or sent by certified mail, return receipt requested, addressed as set forth in the first paragraph hereof. The date of mailing shall be deemed the date of service. Either party may change the address for notice by the aforesaid procedure.

U. Indemnification and Hold Harmless

CONSULTANT shall defend, indemnify and hold harmless CLIENT and any and all officers, agents and employees of CLIENT, against all damages, including but not limited to, any loss, liability, expense, suit or claim for injury to persons or damages to property arising out of the activities of CONSULTANT, its employees and agents under or in connection with this AGREEMENT, whether or not any act or omission complained of is authorized, allowed or prohibited by CONSULTANT and all reasonable expenses together with all damages and penalties thereto. Expenses shall include all out-of-pocket expenses, attorney's fees, witness fees and discovery costs.

V. Non-Waiver of Immunity

CLIENT, its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq., as amended or otherwise available to CLIENT, and its officers, attorneys and employees.

W. Request for Proposals

In the event of any conflict between the AGREEMENT and the Request for Proposals issued by CLIENT for the 2016 Comprehensive Plan Update released on April 20, 2016 (RFP) and attached as Attachment B, the requirements of the RFP shall control.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

CONSULTANT:

CLIENT:

HOUSEAL LAVIGNE ASSOCCIATES, LLC.

CITY OF FORT LUPTON, CO

By: 

By: _____

Name: John A. Houseal

Name: Tommy Holton

Title: Principal

Title: Mayor

Attest:

By: _____

Name: Nanette F. Fornof, MMC

Title: City Clerk

ATTACHMENT A

COMPREHENSIVE PLAN SCOPE OF SERVICES

This section describes the Scope of Services for preparing the City of Fort Lupton Comprehensive Plan.

Section 1

Whereas the scope of services will be undertaken by the CONSULTANT, it is understood and agreed that the CLIENT will provide the following assistance to the CONSULTANT:

1. The CLIENT and the CONSULTANT will work together to schedule and arrange and provide notices for all meetings and workshops including contacting agencies, individuals and citizens to be invited to meetings.
2. The CLIENT, with the CONSULTANT'S assistance, will collect and compile previously prepared and available reports, projects, studies, maps and other data owned or in control of the CLIENT and that might be useful in the comprehensive planning assignment.
3. The CLIENT will provide to the CONSULTANT an up-to-date base map (electronic and hard copy) for the City, including GIS files and information.

Section 2

Comprehensive Plan Scope of Services

Step 1: Project Initiation

To “kick-off” the planning process on the right foot, meetings with key City staff and a Planning Advisory Committee (PAC) are needed prior to undertaking other community outreach activities. We will work closely with City staff to ensure that the PAC is made up of citizens that reflect the City’s broad interests, including residents, businesses, services providers, and others. Special consideration will be given to PAC membership as it relates to the transportation, parks and trails, and design guidelines components of the assignment. After the “kick-off” to the planning process, our proposed outreach activities will help foster stewardship for the plan and the community as a whole.

1a: Director Meeting

Prior to our first meeting with PAC, key members of the consultant team will meet with Fort Lupton’s department directors and other key staff. This first meeting will allow the Project Director for the Consultant Team to review and discuss matters with City staff. Regular and “as needed” meetings and conference calls with City staff will be held at no charge throughout the planning process to ensure an open communication and exchange of ideas. We recommend a standing monthly staff meeting between the consultant team and City staff to keep the project on track throughout the duration of the assignment.

1b: Project Initiation PAC Workshop

Before actual work begins, a project initiation meeting will be held to set the foundation for the planning program and review and discuss the overall direction and policy issues facing the community. Participants in the project initiation meeting would include city staff, key personnel from the consultant team and members of PAC. The purposes of this meeting will be to: (a) review overall project objectives; (b) refine the work program for the project; (c) review and establish the roles and responsibilities for all parties involved throughout the process; and, (d) establish a schedule for the project. The project initiation meeting will conclude with a Project Initiation Workshop. The workshop is intended to solicit the views of the PAC members and staff regarding their concerns and aspirations for the City of Fort Lupton. Later in the process, the PAC will be engaged to help identify the number, location, and boundaries of various sub-areas to be addressed in Step 7.

Step 2: Outreach & Community Engagement

“Traditional” Community Outreach

Community outreach/citizen participation is the cornerstone of our proposed planning process. Our proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing an updated Comprehensive Plan, Transportation Master Plan, and Parks and Trails Master Plan, as well as updated Design Guidelines. This effort provides a great opportunity for residents to communicate what they believe to be the strengths and weaknesses of the community, and to prioritize which issues are most important for the city to address in the near term and in the future. Our planning process is designed to promote community involvement and encourage citizen participation. Community outreach is included throughout the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining process.

Special consideration will be given to designing an outreach program that allows for appropriate community input for all of the plans individually, as needed. It is important that the community understand the link between the four efforts, yet be provided adequate opportunity to provide input for each plan. We will work with City staff to design an outreach program that minimizes confusion and provides the tools necessary to capture specific local concerns and aspirations. Throughout this scope of work, distinct workshops or tools are identified for all of the planning efforts. However, these may be executed jointly if deemed appropriate.

2a: Press Releases, Notices and Newsletter Articles

We will work with City staff to prepare special articles at key points in the planning process for the website and local media outlets. We suggest an initial article to describe the purpose and objectives of the Comprehensive Plan, as well as regular updates during the process. Key planning components, updates, meeting summaries, and draft documents will be posted on the Project Website to keep residents informed throughout the process.

2b: Comprehensive Plan Community Workshop

This community workshop is the first of three face-to-face community outreach events scheduled throughout the planning process. The purpose of this first workshop is to allow residents to provide input, before any plans or recommendations are formulated. The workshop will: (a) review the purpose of the Comprehensive Plan, the planning process to be undertaken, and the schedule for the project; and (b) secure local views on concerns, issues, and potentials within the community.

2c: Parks and Trails Master Plan Community Workshop

This workshop will allow residents to provide input specific to parks and trails in the Fort Lupton community. The workshop will be structured similar to the Comprehensive Plan Community Workshop described in Task 2b above. The consultant team will work with City staff to identify the appropriate approach for this workshop. Consideration will be given to whether it should be held in conjunction with the Comprehensive Plan Community Workshop, or if it should be a separate meeting. The workshop will: (a) review the purpose of the Parks and Trails Master Plan, the planning process to be undertaken, and the schedule for the project; and (b) secure local views on concerns, issues, and potentials within the community.

2d: Business Workshop

This workshop will be targeted specifically to business owners and managers in order to obtain the input of this important stakeholder group. The purpose is to establish a dialogue and obtain feedback from those members of the development and business community that have a unique insight and perspective, and whose assistance and involvement is crucial to the plan's ultimate success.

2e: Key Person Interviews & Focus Group Discussions

Key Person Interviews and Focus Group Discussions allow us to obtain first-hand insight into the community from a diverse array of perspectives. Approximately ten to twelve Comprehensive Plan interviews/ focus group discussions will be conducted to obtain additional information regarding local issues and potentials.

In addition, approximately four to six interviews/ focus group discussions will be conducted for all three additional planning efforts, including the Transportation Master Plan, the Parks and Trails Master Plan, and the Design Guidelines update. The consultant will work with city staff and the PAC to identify those individuals and groups to be interviewed. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the community. Interviewees could include service and infrastructure providers, selected property owners, new and lifelong residents, local builders and developers, students, local business persons, area not-for-profits, and representatives from other government, institutions, and civic groups.

Web-based Community Outreach

2f: Interactive Project Website

We will design and host an interactive Project Website that is linked to the City's website. We are committed to utilizing the internet to maximize the participation and communication between the City and residents, as it relates to the four planning update projects, for the duration of the planning process and beyond.

This website can be used to post project schedules and meeting dates; display graphics, maps, and draft documents; address frequently asked questions; host a community discussion forum; contain on-line community surveys; and provide a variety of other features. We also have the ability to create content that can be viewed only by city staff, the PAC, city council, or other specific groups, allowing a secure, fast and easy way to distribute and discuss draft documents. The purpose of the website is to

provide the “one place” to go to for information regarding the updated Comprehensive Plan, Transportation Master Plan, the Parks and Trails Master Plan, and the Design Guidelines update.

2g: RSS, Twitter and Social Networking

In addition to the project website, we propose to integrate the use of Twitter for the planning process. When someone “follows” the Plan on Twitter, they have the option to receive text messages notifying them of project updates, or they can subscribe to a Twitter “feed” where updates to the Twitter are delivered instantly to their account. Similarly, RSS Feeds will be created on the project website where updates will be delivered to news readers and inboxes of subscribed users. Additionally, a Facebook Fan Page could be created as another method of keeping residents informed. As an alternate to any of these discrete methods, we can provide information to City staff for posting on the existing City accounts/pages/channels/etc.

2h: On-Line Community Issues Mapping (sMap)

We will feature a web-based Community Issues Mapping Tool on the interactive Project Website. This award-winning tool, developed by Houseal Lavigne Associates, allows visitors to the website to identify, map, and comment on areas of concern and valued community assets. It simplifies the mapping process and familiarizes residents with all areas of the community in a fun, interactive, and effective manner. Input from residents allows us to create a composite map of community issues to assist with the identification and establishment of community goals and objectives. The software is design to be fully customizable, allowing us to establish a menu of point types that will allow for the easy compilation of input relating to the updated Comprehensive Plan, Transportation Master Plan, the Parks and Trails Master Plan, and the Design Guidelines update.

2i: On-line Community Questionnaires for Residents & Businesses

To provide another means for community participation, we will prepare (1) a web-based Comprehensive Plan questionnaire for residents of Fort Lupton to solicit community-wide opinion on a range of topics and issues, (2) a web-based Parks and Trails Master Plan relating more specifically to appropriate issues and concerns, and (3) a web-based questionnaire for business owners designed to gather information on those issues and concerns most important to the city’s business community. These online surveys will be posted on the project website. At the close of the survey response period, we will review and summarize results as a gauge of community priorities and issues.

Step 3: Existing Conditions Analysis

This step will include the analysis of existing conditions and future potentials within the community. It will be based on information provided by the City, feedback from community outreach, as well as reconnaissance, surveys, inventories, and analyses undertaken by the consultant. The emphasis will be on the identification of existing conditions that will be taken into consideration during the formulation of goals and objectives, and planning recommendations.

3a: Past Studies, Plans, Reports, and Current Planning Initiatives

The City’s previously prepared plans and studies having an influence on the new updated Comprehensive Plan, Transportation Master Plan, the Parks and Trails Master Plan, and the Design Guidelines update will be assembled and reviewed. We will review any other relevant documents, studies, and plans the City provides us. This review of documents will determine: (a) recently adopted City policy which needs to be reflected in the updated Comprehensive Plan, Transportation Master Plan, the Parks and Trails Master Plan, and the Design Guidelines update; (b) changes within the community that have taken place since the previous plans were prepared; (c) inconsistencies between plans and reports, (d) the relevance of previously collected data; and, (e) gaps in data which must be corrected as part of this planning process.

The consultant will also conduct a review of the City’s zoning ordinance to establish an understanding of how current regulations are impacting growth and development. This will include an assessment of established districts, district standards related to land use, bulk, and scale, general development regulations related to parking, landscaping, signage, and other characteristics, and the general format and “user-friendliness” of the document.

3b: Market/Economic and Demographic Overview & Analysis

A firm understanding of Fort Lupton’s existing economic and market profile and the community’s potential is extremely important as a foundation for land use and development decision-making. A demographic overview will include an analysis of recent trends in population, households, income, age and gender characteristics, racial and ethnic composition, and labor force and employment. This analysis will be conducted based on data and information provided through subscription services, but will also take into account information maintained locally or by regional agencies. An economic and market overview and analysis will be conducted to determine the trends, supply, demand, and potential for residential and commercial uses. We will analyze Fort Lupton’s competitive position within the Denver metro market, identify the issues the community is facing and will likely face, and create a foundation to assist with future land use designation and planning objectives.

Further, in response to the City’s desire for more detailed population growth projections and housing demand estimates, our approach will include two customized market assessment steps.

Housing Assessment

Demographic trends and projections through 2030 will be used to identify anticipated housing needs including market-rate, affordable, senior and special needs housing. Additional information will be gathered with regard to the existing housing stock and residential development activity including: pricing, volume, absorption, tenure, vacancy, rental, ownership, foreclosures and related data in the City and surrounding region.

The analysis will outline residential market needs and potential by product type as derived from the cumulative effect of local and regional socioeconomic trends. Attention will focus on quality housing, density and price points. This information will be further quantified to identify specific sites and locations to address.

Building off of work conducted for the comprehensive plan, all residential neighborhoods and properties will be inventoried, evaluated and mapped. Assessment will note incomplete subdivisions and opportunities for infill development. This will include: single family detached, single-family attached, condominiums, apartments and senior housing.

Growth Build-out Projections

Based on the analysis and findings of the Housing Assessment, growth build-out projections will be prepared that identify locations considering such things as proximity to infrastructure and water, future road extensions, surrounding development and other factors. Projections will be made that consider minimum, mid and maximum build-out to assist with long-term planning decisions. Projections under each scenario will include: the amount of land that may be developed, number of dwelling units, and population.

In addition, all regulatory controls, codes and ordinances will be assessed to determine how these may influence residential uses and opportunities for new development or redevelopment.

3c: Existing Land Use and Development

An Existing Land Use Map will be prepared that inventories all parcels in the city and its planning jurisdiction. The map will then be analyzed to identify functional land-use areas, compatible and incompatible land-use arrangements, key redevelopment areas, and other issues related to land-use and existing development conditions. This inventory and assessment will include detailed examination of residential neighborhoods, commercial areas, industrial/employment areas, and more. All land use inventories will be recorded into a GIS database/shapefile and provided to the city for future use.

3d: Annexation and Growth Areas

An analysis of the areas that exist for possible future annexation and growth will be examined to determine opportunities, constraints, and obstacles regarding the growth of the community. This analysis of the growth areas will take into consideration existing land uses and development, plans of other neighboring communities, boundary agreements (or lack-there-of), availability of infrastructure, and more. This analysis will serve as a foundation of understanding for the development of a detailed Growth

and Annexation Strategy later in the planning process. This step will also address the City’s recently adopted 3-Mile planning area.

3e: Community Facilities and Infrastructure

An inventory and analysis will be undertaken of community service and infrastructure providers and owners. Facilities will be evaluated with respect to age, condition, capacity, and the need for future improvement. We will prepare a facilities survey questionnaire to be sent to all service and facility providers within the community. We will use the results of the survey, together with fieldwork and other research, to prepare a report detailing and mapping existing community facilities. The city’s infrastructure will also be examined in this step of the process based on information provided by the city.

3f: Transportation and Mobility Assessment

Working with City staff and the various City departments, Colorado Department of Transportation, DRCOG, and other local transportation providers, we will undertake an analysis of the City’s transportation network. This will encompass the existing street system, bike and pedestrian facilities, and public transportation. Issues, concerns, and opportunities for improvement will be identified. The analysis will assist with the development of recommendations that would improve access and control, linkages and connectivity, and overall safety and efficiency. Our analysis will include discussions and consideration of other jurisdictional transportation efforts, including state, regional, county, and other planning levels. Our assessment will focus on vehicular, bicycle, pedestrian, and transit, and how they relate.

3g: Environmental Features and Open Space

This step will include the review, inventory, and analysis of the City’s open space and environmental features, including all parks, natural resource areas, wooded areas, water features, and other special natural and human-made features that add to the City’s special image and character. Issues, concerns, strengths, and opportunities for improvement will be identified. This analysis will provide the foundation for recommendations related to the Future Land Use component of the Comprehensive Plan and the content of the Parks and Trails Master Plan.

3h: Existing Conditions Synthesis Report – Issues and Opportunities

The results of the community outreach activities and the results of the various background studies (Steps 1-4g) will be brought together into an Existing Conditions Synthesis Report highlighting the strengths, weaknesses, opportunities, and threats which should be addressed in the updated Comprehensive Plan, Transportation Master Plan, the Parks and Trails Master Plan, and the Design Guidelines update. This report will answer the questions “Where are we?” and “Where are we headed?” The report will be a stand-alone document and will serve as a foundation for the next steps in the planning process. This step will include a draft of the first several chapters of the Draft Plan along with a memorandum of summarizing issues for consideration in the future steps of the assignment.

3i: PAC Meeting

The Existing Conditions Synthesis Report will be presented to the PAC as a basis of understanding of the city’s existing conditions. The consultant will review the findings of previous steps and lead a discussion of proposed key focus areas for a determination by City staff and the PAC.

Step 4: Vision, Goals, Objectives, and Policies

This step will include hands-on community workshops that invites the community to put pen to paper and illustrate their vision for the future of Fort Lupton. The purpose of this step will be to establish an overall “vision” for the City of Fort Lupton that can provide focus and direction for subsequent planning activities, serve as the “cornerstone” of the consensus building process, and identify a path for growth. Based on the vision and previous steps in the planning process, preliminary goals, objectives, and policies will then be prepared.

4a: Visioning Workshops/Community Charrettes (2 vision workshops proposed)

We will conduct two vision workshops/community charrettes to help formulate the Vision, Goals, and Objectives for Fort Lupton. One workshop will address community-wide issues, while the other workshop will focus specifically on parks and trails. The Visioning Workshops will involve the consultant team, city staff, the PAC, elected officials, residents, and other community stakeholders. The sessions will include both large group and small group activities to review and discuss conditions and potentials within the city. The large group will work together to identify issues and opportunities, and the small “breakout” groups will work together to develop “visions” for the future of the community. This workshop will conclude with general agreement regarding the long-term role and character of Fort Lupton and the projects and improvements that will be desirable in the future.

4b: Vision Statement

Following the Community Visioning Workshops, the consultant will summarize the results of the group discussions and prepare a preliminary Vision Statement. The preliminary Vision Statement will be based on the Community Visioning Workshops, feedback from the community outreach activities, and observations from the consultant team.

4c: Goals, Objectives, and Policies

Based on previous steps in the planning process, preliminary Goals, Objectives, and Policies will be prepared which will provide more specific focus and direction for planning recommendations.

Step 5: Parks and Trails Master Plan

The Parks and Trails Master Plan will be considered a distinct deliverable of this assignment. However, it will be based on analysis conducted and goals and objectives developed through the first five steps of this scope of work. This will ensure that its recommendations are developed in parallel with those of the Comprehensive Plan.

5a: Preliminary Parks and Trails Master Plan

Building off of public input, stakeholder interviews, and analysis conducted earlier in the process, a preliminary Parks and Trails Master Plan will be prepared. This document will include text, maps, diagrams, photographs, and other elements designed to illustrate the location, function, and physical characteristics of key parks and trail facilities. Development of the preliminary Parks and Trails Master Plan will consider the following:

- Compatibility with the emerging direction in the Comprehensive Plan, including future land use, transportation and mobility, and environmental features and open space components;
- Intersection crossing standards that are consistent with AASHTO design guidelines;
- Trail nomenclature;
- Cost opinions for typical improvements and facilities;
- Implementation strategies, including regulations, policies and incentives aimed at achieving the vision of the plan; and
- Local, state, and federal funding opportunities.

5b: Staff Review of the Parks and Trails Master Plan

The preliminary Parks and Trails Master Plan will be packaged and delivered to City staff for internal review. The document will be reviewed by relevant staff and departments, and any comments will be addressed prior to distribution to the PAC

5c: PAC Review of the Parks and Trails Master Plan

The draft Parks and Trails Master Plan will be distributed to the PAC for their review. The consultant team will facilitate a meeting to discuss the draft plan. (The consultant team will work with City staff to determine if individuals or parties outside of the PAC should be invited to conduct review of the draft document. This may help ensure that technical aspects of the draft plan are reviewed by those directly impacted by the recommendations or responsible for plan implementation.) Comments will be addressed prior to the release of a public draft.

5d: Parks and Recreation Commission Review of the Parks and Trails Master Plan

After staff and PAC review of the Parks and Trails Master Plan, the consultant team will present the plan to the Culture, Parks, Recreation, and Museum Committee. This will provide up-front input regarding the preliminary recommendations. While this will be a public meeting, it will focus more on Culture, Parks, Recreation, and Museum Committee input prior to the public review of the plan described in Step 6e below.

5e: Public Review of the Parks and Trails Master Plan

The draft Parks and Trails Master Plan will be distributed through the project website and through local networks for review and comment by the Fort Lupton community. The consultant team will facilitate a public Open House to present the plan, answer questions, and receive feedback. Appropriate changes will be made to the draft plan.

5f: Planning and Zoning Commission Review of the Parks and Trails Master Plan

The consultant team will present the Parks and Trails Master Plan to the Planning Commission. The intent of this meeting is to have the Planning Commission understand and support the Plan prior to City Council adoption.

5g: City Council Review of the Parks and Trails Master Plan

The consultant team will present the Parks and Trails Master Plan to City Council for consideration for adoption. During this meeting, the team will highlight the recommendations of the Parks and Trails Master Plan, and demonstrate its alignment with the direction of the Comprehensive Plan still under development.

Step 6: Detailed Sub-Area Plans

Based on our analysis of existing conditions, outreach activities, goals and objectives, and input from City staff and the PAC, we will prepare preliminary plans for key focus areas or development sites in the City. The number of subareas to be addressed will be dependent upon the level of detail required for different areas and the nature of the specific issues or concerns. It is our understanding that some potential sub-areas are imminent development sites under the ownership of one owner, while others may be larger areas that warrant broader policy to guide growth over time. Depending on the nature of each sub-area, we will work with City staff to establish recommendations related to land use, access and mobility, urban design and character, and/or other characteristics. Each Sub-Area Plan will be highly illustrative, using a variety of illustrations, perspective drawings, 3D renderings, photographs, and maps, as appropriate.

6a: Sub-Area Plan Outreach

Our proposed outreach program and visioning workshop are designed to result in community input regarding larger sub-areas. However, smaller sub-areas under single ownership may require specific outreach to key stakeholders in order to ensure plan recommendations balance broader community objectives, market realities, and owner needs. Our team will conduct a one-on-one interview with property owners of such sub-areas (up to five), and use the information gained as a key piece of input in the development of plan recommendations.

6b: Detailed Sub-Area Plans

Detailed Sub-Area Plans will be developed for identified areas based on discussions with staff, the PAC, and the results of the outreach activities. Sub-Area Plans allows for a more detailed parcel-by-parcel/building-by-building analysis, including priority and catalyst redevelopment sites, key public improvements, access and mobility recommendations, urban design enhancement, and much more.

6c: Staff Review

Prior to presenting the preliminary Sub-Area Plans to the PAC, the plans will be distributed to the key City staff for review. Appropriate revisions will be made based on feedback before distributing to the PAC.

6d: PAC Meeting/Community Workshop – Sub-Area Plans

A meeting/workshop will be conducted with the PAC and community to review and reach agreement on the preliminary Sub-Area Plans before proceeding to the development of the plans and policies. Appropriate revisions will be made based on feedback from the PAC and meeting/workshop participants.

Step 7: Design Guidelines Update

7a: Design and Development Guidelines

Based on the outcomes of the community workshops and outreach, an assessment of existing guidelines, a review of recent development (both approved and considered), and our knowledge of urban design and contemporary development practices, we will create new/updated responsive and appropriate Design and Development Guidelines for the City. These Guidelines should be used by City staff when first sitting down with a developer to discuss an idea or a concept, and the Guidelines should be used by the Plan Commission and City Council when evaluating and considering a proposed development or capital improvement expenditure or initiative. Design and Development Guidelines can be one of the most effective tools a community can use to improve the quality, appearance, and overall character of private development and the enhancement of the public rights-of-way and other public areas. The development of Design and Development Guidelines offers the opportunity to address issues such as site planning and development; architectural design; building materials and applications, landscaping; parking design and orientation; signage; and much more.

7b: Staff Review

Prior to presenting the draft Design and Development Guidelines to the PAC, the guidelines will be distributed to the key City Staff for review. Appropriate revisions will be made based on feedback before distributing to the PAC.

7c: PAC Meeting

A meeting will be conducted with the PAC to review and reach agreement on the Design and Development Guidelines before proceeding to the development of the Draft Plans and Policies. Appropriate revisions will be made based on feedback from the PAC. The guidelines can serve as standalone documents and/or be incorporated into the overall comprehensive plan.

Step 8: City-Wide Plans

This step will entail the preparation of City-Wide Plans for land use and development, transportation and mobility, open space and environmental features, community facilities, housing, economic development, community character, and more. These future plans will provide the “core” for the Comprehensive Plan and will reflect outreach activities and the city’s goals, objectives, and policies.

8a: Land Use & Development Plan

Based on the goals, objectives, and policies and work activities in steps 1 through 6, the preliminary Land Use & Development Plan will be prepared. The Land Use & Development Plan will include recommendations and policies for all land use areas in the city and its planning area, including residential neighborhoods, commercial areas, industrial land uses, and more. The Land Use & Development Plan will utilize text and highly illustrative maps and graphics to communicate planning concepts and principles. The Land Use & Development Plan will include four distinct components – 1) City-Wide Land Use Plan; 2) Housing and Residential Neighborhoods Plan; 3) Commercial Areas Plan; and 4) Industrial/Business Areas Plan.

8b: Transportation Master Plan Update

Based on work activities in steps 1 through 7, the preliminary Transportation Master Plan Update will be prepared. Much of the existing street system is well established, but system recommendations and future improvements can improve overall circulation. The Transportation Master Plan Update will focus on the coordination and optimization of all modes of travel within the city, including vehicular, bicycle, walking, and transit services. The Transportation Master Plan Update will include specific recommendations for motorized and non-motorized travel, parking, circulation, and linkages between key areas of the city. The

Transportation Master Plan will utilize text and highly illustrative maps and graphics to communicate transportation planning concepts, recommendations, and principles.

8c: Open Space and Environmental Features Plan

The Open Space and Environmental Features Plan will identify linkages, greenways, environmental protection areas, open space and parkland, and unique and sensitive natural resources. The Open Space and Environmental Features Plan will provide the broader context for specific recommendations included in the Parks and Trails Master Plan, and reflect its policies and recommendations related to facilities, programs, and strategies.

8d: Community Facilities and Infrastructure Plan

The Community Facilities and Infrastructure Plan will identify and inventory all community facilities in the city and include recommendations and policies for municipal facilities and services, infrastructure, intergovernmental coordination and cooperation, and more. The Community Facilities and Infrastructure Plan will utilize text and highly illustrative maps and graphics to communicate planning concepts and principles.

8e: Image and Identity Plan

The Image and Identity Plan will identify components of the community, both tangible and intangible, that impact the perception of the community both from within and from the perspective of the Denver region and state. The Image and Identity Plan will address the built character of the City (streetscaping, gateways, wayfinding, private development character, etc.) as well as the “intangibles” that impact the city’s image and reputation (branding, marketing, etc.) The Image and Identity Plan will utilize text and highly illustrative maps and graphics to communicate the intended character of the community and other relevant plan recommendations.

8f: Plan Implementation Strategy

The Plan Implementation Strategy will describe the specific actions required to carry out the new Comprehensive Plan, including recommendations regarding zoning and other regulations, an annexation/growth strategy, priority improvement projects and redevelopment sites, potential funding sources and implementation techniques, and general administration and follow-up to the Plan. This section of the Plan will also identify “sustainable” and/or “green” implementation considerations as part of identifying strategies and prioritization for moving forward on Plan recommendations.

The Plan Implementation Strategy will identify recommended amendments to the City’s zoning ordinance in order to remove barriers to development and ensure investment that is in line with the community’s vision. While it is not anticipated that draft zoning language will be created as part of this assignment, these recommended amendments will highlight specific articles and sections to be addressed, and describe the conceptual framework and rationale for future amendments. Key considerations include document structure, navigability, the use of tables and charts, alignment between the Future Land Use Plan and zoning map, the structure of the zoning districts and their regulations, general standards applicable to all development, the integration of emerging trends in development that are not addressed in the current zoning code, potential applications of hybrid zoning approaches (i.e. performance-based standards, form-based requirements, etc.), and more.

Step 9: Comprehensive Plan Document

Based on the previous steps in the planning process, the draft and final versions of the Comprehensive Plan document will be presented for review and consideration as part of the adoption process.

9a: Prepare Draft Comprehensive Plan

Based on the work activities of steps 1 through 9, a draft Comprehensive Plan document will be prepared for review and consideration. This Plan will include the Transportation Master Plan and the Design Guidelines as components and adoptable documents as well. The Plan will be designed not only to serve as a legal document for guiding land use and development, but also as a guide for establishing City policy regarding a variety of community components that collectively improves the overall quality of life. We anticipate that the Comprehensive Plan will include the following sections: Introduction; Community Profile

and Assessment; Community Outreach; Community Vision; Goals, Objectives, and Policies; Land Use and Development Plan; Sub-Area Plans; Growth Strategy and Annexation Framework; Transportation Master Plan Update; Open Space and Environmental Features Plan; Community Facilities Plan; Image and Identity Plan; and Implementation.

9b: Staff Review of Draft Comprehensive Plan

Prior to presenting the draft Plan to the PAC, the Plan will be distributed to staff for review. The Plan will be modified based on staff review before presentation to the PAC.

9c: PAC Meeting

A meeting will be conducted with the PAC to review and reach agreement on the draft Comprehensive Plan before proceeding to the development of the final Comprehensive Plan document. Appropriate revisions to the draft Plan will be made based on feedback from the PAC, and the final Comprehensive Plan will be prepared for public hearing presentation.

9d: Final Comprehensive Plan to the Planning Commission (Public Hearing)

In accordance with local requirements, the final Comprehensive Plan will be presented to the Planning Commission at a public hearing. Based on review and discussion, and based on public feedback during the public hearing, a revised final Comprehensive Plan will be prepared for recommendation to the City Council.

9e: Final Comprehensive Plan to City Council

The revised final Comprehensive Plan will be presented to the city council for consideration and adoption. At the conclusion of the project, all of the background data and information compiled by the Consultant Team during the course of the study will be forwarded to the city, including digital photographs, base maps, GIS data, 3D models, etc.

Section 3

Comprehensive Plan Project Cost and Hourly Rates

The *Proposed Project Cost* is a not to exceed amount of **\$200,000**, including directly related project expenses, such as travel and printing.

HOURLY RATES

Houseal Lavigne Associates

Principal	\$160
Principal Associate.....	\$135
Senior Associate.....	\$125
Associate	\$100
Technical/Clerical	\$55-\$65

ATTACHMENT B

REQUEST FOR PROPOSALS 2016 COMPREHENSIVE PLAN UPDATE



**Request for Proposals
2016 Comprehensive Plan Update
City of Fort Lupton, Colorado**

**Release Date: April 20, 2016
Proposal Submittal Deadline: May 20, 2016 by 3:00 PM**

<http://www.fortlupton.org/549/2016-Comprehensive-Plan-Update-RFP>

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Section 1: Introduction

Purpose

The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified planning individuals and consultant teams (hereinafter referred to in the singular as “consultant”) who are interested in carrying out an update to the Fort Lupton Comprehensive Plan (“Plan Update”), which was last updated in 2007. The Plan Update should guide the City’s future land uses and include an update to the Transportation Plan and Parks and Trails Master Plan. A Plan Update will assist City staff, City Council, and its advisory committees to gauge the direction that citizens and various other stakeholders within the community would like to see the City move towards. The Plan Update must provide guidance to the City on how to appropriately implement new development and redevelopment within the community while also meeting the service demands that come with community growth.

Background

The City of Fort Lupton, incorporated in 1889, is located in southern Weld County at the intersection of State Highway 52 and U.S. Highway 85. The total incorporated area of the City is 10.3 square miles, and there is an estimated population of 7,595 (American Community Survey, 2014). As evidenced by its name, the City is proud of its rich history. The City’s namesake, the historic Fort Lupton, was constructed by Lancaster Lupton in the 1830s along the South Platte River and served as a former trading post. Beginning in the 1880s, the completion of a railroad line through Fort Lupton, and later addition of a train depot, helped to spur the development of the City’s historic downtown. The City has retained many buildings from this time period, particularly along Denver Avenue, which is lined with beautiful turn of the century commercial buildings that are occupied by restaurants, shops and offices today, as they were in the past.

Fort Lupton offers several unique amenities that set it apart from other communities, including Coyote Creek Golf Course, a municipal 18-hole course, the well-appointed Fort Lupton Recreation Center, and the South Platte Valley Historic Park, home to Fort Lupton itself, which was reconstructed in 2011 next to its original location. The City anticipates rapid growth in the coming years, due to its location at the intersection of State Highway 52 and U.S. Highway 85, the presence of the oil and gas industry within and surrounding Fort Lupton’s boundaries, and rapid development in neighboring communities. In fact, the City saw a rise in housing construction in 2015, with the Building Department issuing the largest number of residential building permits since 2006. New and exciting commercial development projects are also moving into the City, which promise to diversify the employment and retail base that currently exists within Fort Lupton.

Section 2: Scope of the Project

Expectations

The Plan Update will guide decisions affecting the physical development and redevelopment within the City's planning area. The process for the Plan Update will be critical to its success and must ensure that the final document reflects the desired vision for the community as determined by citizens, developers, land owners, appointed and elected officials, and other stakeholders through community participation. The Plan Update should provide a guiding document that reflects its unique character and provides a clear process of how the City can build upon its strengths.

Services

The services provided by the chosen consultant will include, but not necessarily be limited to:

1. A thorough evaluation of and recommendations for modifications to the existing plan, including its vision statement, guiding principles, goals, policies and elements.
2. An analysis and incorporation of relevant data and trends related to population, employment and housing forecasts.
3. An effective stakeholder and public participation process to ensure community involvement in the Plan Update process. A proposed schedule of open houses and public meetings shall be proposed by the consultant at key points in the Plan Update process.
4. Effective coordination with staff, Planning Commission, and City Council. The consultant should also assist with the creation of a Plan Update advisory committee.
5. Recommendations and a plan for integration with other relevant plans and initiatives adopted by the City. A list of existing functional plans are included in this Section 2.
6. Development of feasible, fiscally responsible and prioritized implementation recommendations as determined by the Plan Update process.
7. Reevaluation of the land use map and land use types and how they function with the existing zone districts adopted by the City, as well as potential future zone districts.
8. The development of a final Plan Update (including updates to the Transportation Plan and Parks and Trails Master Plan) that will be relevant to the needs of the City as it grows and respects the culture and vision of the stakeholders and citizens of Fort Lupton.

These are general requirements for the Plan Update and are not intended to be a comprehensive list of tasks and deliverables. It is expected that the chosen consultant will provide the City with more specific recommendations for approaches, tasks and deliverables based on their experience and expertise from past work on comprehensive plan projects.

Community Involvement in Decision Making

The City of Fort Lupton puts strong emphasis on ensuring participation of citizens in every stage of decision making. Participation of citizens, developers, land owners, appointed and elected officials, and other stakeholders throughout the community is paramount to success of the Plan Update; therefore, the City will place a strong emphasis in the selection process in choosing a consultant that has strong

facilitation skills with respect to the open house and public meeting process. The selected consultant will be responsible for organizing and either leading or co-leading public meetings with City staff.

Existing Functional Plans

The Plan Update should coordinate with other functional plans of the City of Fort Lupton, so that all the plans in the City are mutually supportive and consistent with one another. These plans continue to provide detailed guidelines for future land use, infrastructure, and growth management. These plans include:

- Fort Lupton Comprehensive Plan (2007) & Amended Land Use Map (2013)
- Fort Lupton Transportation Plan (2009)
- Three Mile Area Plan (2016)
- Getting Down to Business: The Fort Lupton Business Corridor Plan (2004)
- Fort Lupton Parks and Trails Master Plan (2005)
- City of Fort Lupton Residential Design Standards (2007)
- City of Fort Lupton Commercial and Industrial Design Standards (2008)
- City of Fort Lupton Standards and Specifications for the Design and Construction of Public Improvements (2015)
- Fort Lupton Core Urban Renewal Plan (2015)
- City of Fort Lupton Preservation Plan (1996)
- Fort Lupton Utility Plan Update (2014)
- Fort Lupton Water Conservation Plan (2007)
- Vision 2020

The above plans can be found at <http://www.fortlupton.org/549/2016-Comprehensive-Plan-Update-RFP>. In addition to the above existing plans, the City has intergovernmental agreements with the neighboring communities that will need to be taken into consideration while developing this Plan Update.

Products and Deliverables

The main deliverables to be included with the Plan Update are as follows:

Comprehensive Plan Document

A completed Plan Update document that incorporates the required information outlined under the Services subparagraph found in Section 2 of this document. Consultant shall provide one (1) unbound copy and multiple bound copies of the final Plan Update document shall be submitted to the City, including graphics. The number of copies to be submitted will be in an amount mutually agreed upon between the consultant and City staff. The consultant shall also provide (1) electronic submission of the Plan Update document, including attachments and other graphics, in native formats to the Fort Lupton Planning & Building Department. A Microsoft Word version of the Plan Update shall also be provided.

The City will also require that drafts of the Plan Update be provided for review at the completion of various key phases of the project. The timing and number of copies to be submitted will be mutually agreed upon between the consultant and City staff as the project moves forward.

Transportation Master Plan

An update to the Fort Lupton Transportation Master Plan (“Transportation Plan Update”) must be included as a part of the Plan Update. The chosen consultant must ensure they coordinate the Plan Update with the Transportation Plan Update and will therefore be required to collaborate with the Director of Public Works throughout the Plan Update process. The Transportation Plan Update may be incorporated within the Plan Update, as an attachment or appendix, or as a separate document as deemed appropriate by the consultant and City.

Parks and Trails Master Plan

The City requires that the 2005 Fort Lupton Parks and Trails Master Plan (“Parks and Trails Plan”) be evaluated during the Plan Update process. The chosen consultant should assist City staff with updating the Parks and Trails Plan and the update must be integrated with the Plan Update and the Transportation Plan Update.

Design Guidelines

The City is interested in updating its current Residential Design Guidelines and Commercial and Industrial Design Guidelines (“Design Guidelines”) to assist with implementation of the Plan Update. Due to possible budgetary constraints, this update may need to take place after adoption of the Plan Update. The City requests a separate cost and fee estimate for an update of its Design Guidelines be submitted with the proposal to determine the feasibility of updating them concurrently with the Plan Update, or alternatively to have an understanding of the budget that will be required for a future update.

Community Engagement Tools

The chosen consultant will be expected to assist the City staff with developing and implementing community engagement tools that should foster public outreach and citizen participation. The City of Fort Lupton website should be used in disseminating information related to the Plan Update. The consultant should also collaborate with City staff to utilize existing social media accounts to keep the public informed on the Plan Update process. Other public input outreach methods should be recommended by the chosen consultant, such as meetings, mailings, phone apps, questionnaires and specialized websites and the firm should implement these outreach efforts or assist City staff with their implementation. In addition, the consultant shall provide assistance to the City with the development of a Plan Update advisory committee.

Meetings and Presentations

The consultant shall attend meetings with City staff, citizens, developers, land owners, appointed and elected officials, and other stakeholders. The consultant should also prepare and conduct presentations as appropriate.

GIS Data

Relevant GIS data and digital map documents used in the creation of maps and other supporting documentation in the Plan Update and Transportation Plan Update shall be provided to the City at the end of the project. GIS data formats and standards shall be created in consultation with Fort Lupton's GIS Specialist to ensure the data can be used later in City operations. Relevant metadata, if applicable, shall be created and provided to the City as well.

Section 3: Proposal Requirements

Proposal Submission Requirements

The consultant shall submit one (1) unbound original, six (6) copies and one (1) digital copy of the proposal submittal. The City encourages the use of recycled paper products and double sided print. The City discourages the use of plastic products including three-ring binders, plastic folders, etc. for all submissions.

The deadline to submit proposals is no later than **May 20, 2016 at 3:00 PM.**

The proposal submittal should be submitted in a sealed envelope labeled "2016 Comprehensive Plan Proposal" and delivered to:

City of Fort Lupton
Attn: Leann Perino
130 S. McKinley Ave.
Fort Lupton, CO 80621

Proposal Format

Proposals should contain the following information:

1. **Title Page.** Provide the name of your firm, address, telephone and name of contact person on a title page.
2. **Letter of Transmittal.** Provide a complete statement regarding the understanding of the project and your interest in working with Fort Lupton on the Plan Update. The transmittal letter shall be signed by a duly authorized officer or agent empowered with the right to bind the consultant submitting a proposal for consideration.
3. **Firm Background.** Provide information on the size, location, available resources and brief discussion on past experiences related to updating comprehensive plans, design guidelines and transportation plans.
4. **Project Team.** Identify the project team (including sub-consultants and associates) and provide a statement of qualifications for each individual, including information such as: education, professional registrations, area of expertise and years of service in their respective field.
5. **Work Samples.** List and provide in electronic format only (either a webpage link to the document or other electronic format) three (3) examples of comprehensive plans, design guidelines or other applicable writing samples recently completed by your firm.

6. Methodology and Approach. Provide a description of the method and approach your firm intends to utilize in order to complete the Plan Update.
7. Understanding of Fort Lupton. Provide information that demonstrates your understanding of the City of Fort Lupton generally and the unique issues facing the City specifically. Identify how the City's background and issues will impact the methodology and approach to the Plan Update.
8. Timeframe. Include a detailed phasing and task list and estimated completion time of each task. Provide an estimated start date and completion date of the Plan Update, based on an estimated consultant selection date of June 20, 2016.
9. References. Submit names, e-mails and telephone numbers of other municipal officials that we may contact to verify performance on projects recently completed by your firm as identified under the Firm Background section of the proposal submittal.
10. Verify Firm Capacity. Provide a statement verifying your ability to begin work on the Plan Update and complete the tasks within the timeframes identified in the Methodology and Approach section of the submitted proposal based on your firm's current work load and capacity.
11. Cost Breakdown. Submit a not-to-exceed cost breakdown of the Plan Update process, including travel and material expenses, for the work identified by the consultant in the Methodology and Approach and Timeframe sections of the proposal submittal. The costs should be broken out with separate amounts provided for completion of 1) the Plan Update; 2) the Transportation Plan update; 3) the Parks and Trails Master Plan update; and 3) updated design guidelines.
12. Proposer Information Sheet. A completed Authorization Form, in the form attached to this RFP must be enclosed with all proposals.
13. Supporting Information (Optional). Provide other supporting information you feel may help us further evaluate your qualifications and fit for completing the Plan Update.

Tentative Schedule

The tentative schedule for this Request for Proposals is as follows:

- Release of RFP: April 20, 2016
- Deadline for Questions: April 29, 2016
- Question Responses and/or Addenda to RFP: May 6, 2016 by 5:00 PM
- Proposal Submission Deadline: May 20, 2016 at 3:00 PM
- Selection Committee Reviews Complete: Late May/Early June, 2016
- Schedule Consultant Interviews: Early/Mid-June, 2016
- Selection of Consultant: June 20, 2016

Questions

The deadline for questions regarding the proposal is April 29, 2016. Questions can be directed to Alyssa Knutson by e-mail only at aknutson@fortlupton.org. Responses to questions and/or addenda determined to be required by City staff to further clarify this RFP will be posted to the Plan Update webpage at <http://www.fortlupton.org/549/2016-Comprehensive-Plan-Update-RFP> no later than May 6, 2016 at 5:00 PM.

Section 4: Evaluation and Consultant Selection

Selection Process

The City will follow the below process to select the consultant for the Plan Update:

1. Each proposal submitted within the deadline will be reviewed to ensure whether all required materials have been submitted according to the guidelines set forth in this RFP. All proposals that do not meet minimum requirements will be rejected.
2. A group of City staff will be assembled to serve as the Plan Update Selection Committee and review the submitted RFPs based on predetermined evaluation criteria, as identified later in this Section. The qualifications of each consultant and all submitted materials will be evaluated for compliance with the requirements and conditions contained in this RFP.
3. After the Plan Update Selection Committee completes its evaluation of the submitted proposals, it will narrow down the proposals to a “short list” of consultants selected to take part in an interview process. This interview process will include a brief presentation by the consultant and a question and answer session led by the Plan Update Selection Committee. All costs related to the interview process will be the responsibility of the consultants being interviewed.
4. The Plan Update Selection Committee will present the selected consultant to City Council on June 20, 2016 for approval.

Evaluation Criteria

Project Team Qualifications and Experience	20 Points
Proposed Methodology and Approach	20 Points
Understanding of Fort Lupton	20 Points
Timeframe and Completion Date	20 Points
Proposed Fees and Costs	20 Points
Total Points Available	100 Points

Section 5: Additional Information

Consulting Agreement

A consulting agreement in a form provided by the City shall be executed by the City Administrator and a duly authorized officer or agent of the chosen consultant prior to commencing any work related to the Plan Update or any other work requested in this RFP. Minor changes that do not affect the substance of the agreement provided may be considered prior to finalizing the agreement. At the time of entering into an agreement, the consultant must submit proof of compliance with the “Illegal Alien” Provisions of C.R.S. 8-17.5-101, *et seq.*

Insurance

The consultant chosen by the City to perform the Plan Update shall provide City with a certificate of insurance naming City, including the City Council, employees and agents, as additional insured with an insurance company, types of coverage and amounts of coverage that are acceptable to the City.

Acceptance of Terms

Submission of a proposal indicates acceptance by the consultant of conditions contained in this Request for Proposals. Note that all proposal submissions are subject to State and Federal open records laws.

Request for Proposals Authorization Form

The undersigned certifies that they have fully read this Request for Proposals (RFP) for an update to the Fort Lupton Comprehensive Plan. The undersigned further states that they have carefully examined the criteria for updating the Comprehensive Plan, and all other information furnished in the RFP, and make this proposal accordingly. The undersigned declares that they are making this proposal solely based upon their own knowledge and that they are duly authorized to submit this proposal. Undersigned affirms that in the event they are awarded the Comprehensive Plan update project, that they will enter into a Consulting Agreement with the City to perform the work in accordance with the terms for updating the Comprehensive Plan as specified in the Request for Proposals.

Signature of Duly Authorized Representative

Date

Printed Name

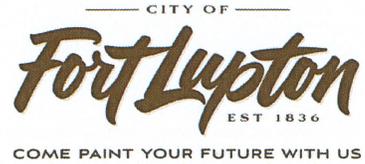
Business Name

Business Address

Telephone Number

E-Mail Address

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Tommy Holton, Mayor

David Crespino, Ward 1
Zo S. Hubbard, Ward 2
Bob McWilliams, Ward 3

AM 2016-100

APPROVE RESOLUTION NO. 2016RXXX APPROVING KERR-MCGEE OIL & GAS ONSHORE LP'S EXTENSION REQUEST FOR OIL AND GAS PERMITS TO DRILL AND PRODUCE ELEVEN NEW OIL AND GAS WELLS (REFERRED TO AS THE FL GREENS HZ WELLS) LOCATED WITHIN THE NORTHWEST 1/4, SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

- I. **Agenda Date:** Council Meeting – July 18, 2016

- II. **Attachments:**
 - a. Proposed Resolution R2016XXX
 - b. Request from KerrMcGee dated April 27, 2016
 - c. Resolution 2015R026
 - d. Project Map
 - e. Prior well permit

III. **Summary Statement:**

Kerr-McGee Oil & Gas Onshore LP has submitted an extension request for oil and gas permits to drill and produce eleven (11) oil and gas wells, collectively referred to as the FL Greens HZ Wells.

IV. **Fiscal Note:** See Section XII

Finance Department Use Only

Leann Perino
Finance Director

V. **Submitted by:** [Signature]
Planning Director

VI. **Approved for Presentation:** [Signature]
City Administrator

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

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

IX. Detail of Issue/Request:

KerrMcGee is requesting an extension to drill and produce 11 new wells on the property shown on the attached map. The well permits were originally approved by Council on August 3, 2015 and from the issuance of the permit they had until May 2016 to drill and produce the wells. Do the significant reduction on operations in Colorado the wells were not able to be drilled and produced within the approved timeline. KerrMcGee is requesting that the extension on these specific wells be tied to the existing COGCC permit that expires in October of 2017.

X. Legal/Political Considerations:

The City Attorney has review the request along with our code. Staff has been give direction to begin the process of modifying the existing code specifically referring to the time frame that oil and gas permits are valid for and including options for extensions.

XI. Alternatives/Options:

The City Council has the following options:

- a) Approve the extension request for oil and gas permits with conditions;*
- b) Continue the request for additional information; or*
- c) Deny the extension request for oil and gas permits.*

XII. Financial Considerations:

A road improvements agreement is associated with these well permits and will remain in place for this extension. There are no application fees associated with this request.

XIII. Staff Recommendation:

Staff recommends approval with conditions of Resolution 2016-xxx based on Kerr-McGee's extension request. The proposed conditions of approval are listed on Resolution 2016RXXX.

RESOLUTION NO. 2016R0??

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING KERR-MCGEE OIL & GAS ONSHORE LP'S EXTENSION REQUEST FOR OIL AND GAS PERMITS TO DRILL AND PRODUCE ELEVEN NEW OIL AND GAS WELLS (REFERRED TO AS THE FL GREENS HZ WELLS) LOCATED WITHIN THE NORTHWEST 1/4, SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, Kerr McGee Oil & Gas Onshore LP has submitted an extension request for oil and gas permits to drill and produce eleven new wells, referred to as the FL Greens HZ Wells, within the City of Fort Lupton; and

WHEREAS, the significantly reduced operations in Colorado have impacted the ability to drill and produce the wells based on the prior approved timeline ; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves Resolution 2016R0?? for oil and gas permits to drill and produce eleven new wells within City limits (listed on Exhibit A, attached hereto), conditional upon the following:

- 1) The applicant shall acknowledge that the permits will be in effect concurrent with the existing COGCC permit, expiration date October 2017.
- 2) Wells referenced in Exhibit A of this Resolution shall be integrated into Anadarko's remote monitoring system and monitored 24/7 from Anadarko's Colorado Integrated Operations Center.
- 3) The applicant shall maintain compliance with the existing road improvements agreement addressing these wells.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 18thrd DAY OF JULY 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

New Well Permits

1. FL GREENS FEDERAL 13C-8HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
2. FL GREENS FEDERAL 13N-8HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
3. FL GREENS 14N-8HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
4. FL GREENS 28C-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
5. FL GREENS 29C-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
6. FL GREENS FEDERAL 30C-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
7. FL GREENS FEDERAL 30N-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
8. FL GREENS 35C-8HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
9. FL GREENS FEDERAL 35N-8HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.

10. FL GREENS 3N-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
11. FL GREENS FEDERAL 4N-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.



Kerr-McGee Oil & Gas OnShore LP
A subsidiary of Anadarko Petroleum Corporation
1099 18th Street
Denver, CO 80202
(720) 929-6000

April 27, 2016

Todd Hodges
CITY OF FORT LUPTON
130 South McKinley Ave
Fort Lupton, CO 80621

RE: FL Greens HZ Wells - Oil and Gas Permit in Fort Lupton

Dear Todd,

Kerr McGee Oil and Gas OnShore LP submitted and received approval for the FL Green Oil and Gas Permit (Resolution No. 2015R026). This permit is set to expire on May 12, 2016.

Kerr McGee is requesting an extension to the FL Green Oil and Gas Permit to run concurrent with the COGCC Permit, expiration date October 2017. As you are aware Kerr McGee has significantly reduced its operations in Colorado and timing for the FL Green location is now anticipated sometime in the second half of 2017.

Thank you for your consideration on this matter. Please let me know if there is anything I can do to assist in moving this request forward.

Should you have any questions, please do not hesitate to reach me at (720) 929-6160.

Thank you,

Kerr-McGee Oil & Gas Onshore LP


Tracy Colling
Municipal Planning Analyst

RESOLUTION NO. 2015R026

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING KERR-MCGEE OIL & GAS ONSHORE LP'S APPLICATION FOR OIL AND GAS PERMITS TO DRILL ELEVEN NEW OIL AND GAS WELLS (REFERRED TO AS THE FL GREENS HZ WELLS) LOCATED WITHIN THE NORTHWEST 1/4, SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, Kerr McGee Oil & Gas Onshore LP has submitted an application for oil and gas permits to drill eleven new wells, referred to as the FL Greens HZ Wells, within the City of Fort Lupton; and

WHEREAS, the requirements as set forth under Chapter 9, Article 1, Sections 9-1, 9-3, 9-4, 9-5, 9-6, 9-7, 9-8 and 9-9 have been followed; and

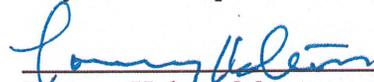
NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves Resolution 2015R026 for oil and gas permits to drill eleven new wells within City limits (listed on Exhibit A, attached hereto), conditional upon the following:

- 1) The applicant shall acknowledge that the permits will be in effect for 220 days after issuance.
- 2) Prior to issuance of permits:
 - a) The applicant shall submit an offsite improvements agreement for review by City staff and acceptance by City Council. The offsite improvements shall include, but are not limited to:
 - i) The construction of Rollie Avenue to the southern edge of operations with a temporary 54' radius cul-de-sac for emergency vehicles;
 - ii) Dust abatement on all gravel haul route roads within City limits, including Rollie Avenue; and
 - iii) Paving of County Road 12.

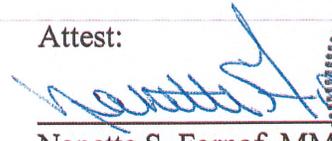
- 3) Wells referenced in Exhibit A of this Resolution shall be integrated into Anadarko's remote monitoring system and monitored 24/7 from Anadarko's Colorado Integrated Operations Center.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 3rd DAY OF AUGUST 2015.

City of Fort Lupton, Colorado


Tommy Holton, Mayor

Attest:


Nanette S. Fornof, MM
City Clerk



Approved as to form:


Andy Ausmus, City Attorney



EXHIBIT A

New Well Permits

1. FL GREENS FEDERAL 13C-8HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
2. FL GREENS FEDERAL 13N-8HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
3. FL GREENS 14N-8HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
4. FL GREENS 28C-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
5. FL GREENS 29C-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
6. FL GREENS FEDERAL 30C-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
7. FL GREENS FEDERAL 30N-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
8. FL GREENS 35C-8HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
9. FL GREENS FEDERAL 35N-8HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.

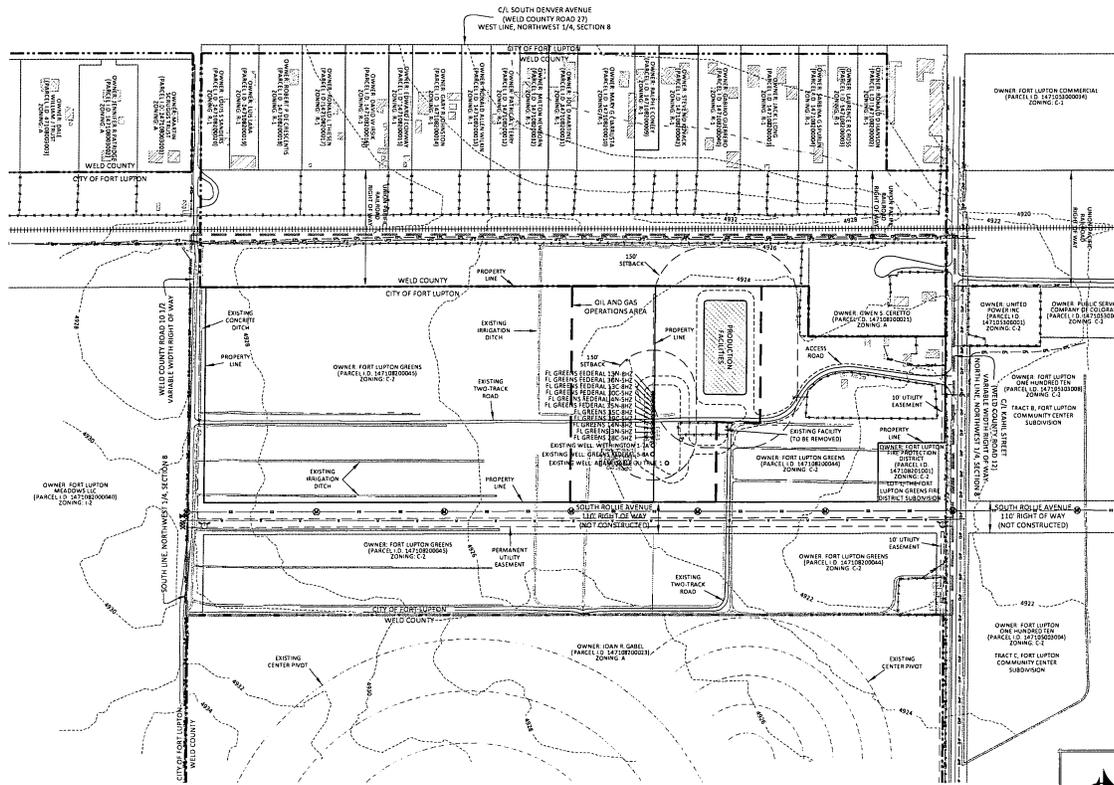


10. FL GREENS 3N-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.

11. FL GREENS FEDERAL 4N-5HZ. LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.

MASTER PLAN

FL GREENS FEDERAL 13N-8HZ, FL GREENS FEDERAL 30N-5HZ, FL GREENS FEDERAL 13C-8HZ, FL GREENS FEDERAL 30C-5HZ,
 FL GREENS FEDERAL 4N-5HZ, FL GREENS FEDERAL 35N-8HZ, FL GREENS 35C-8HZ, FL GREENS 29C-5HZ, FL GREENS 14N-8HZ,
 FL GREENS 3N-5HZ & FL GREENS 28C-5HZ
 LOCATED IN THE NORTHWEST 1/4, SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M.
 CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO



LEGEND

- FORT LUPTON CITY LIMITS
- LEASEHOLD/MINERAL INTEREST
- OIL AND GAS OPERATIONS AREA
- 150' SETBACK
- EXISTING CONTIGUOUS (2' INTERVAL)
- EXISTING PIPELINE
- EXISTING FENCE
- EXISTING BURIED POWER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING BURIED WATER LINE
- EXISTING CULVERT
- EXISTING BURIED FIBER OPTIC LINE
- ===== RAILROAD TRACKS
- EXISTING SANITARY SEWER LINE
- EXISTING SANITARY MANHOLE
- EXISTING WATER VALVE
- PROPOSED WELL LOCATION
- EXISTING WELL LOCATION
- EXISTING FIRE HYDRANT
- EXISTING RESIDENCE
- EXISTING BUILDING

0 150' 1" = 150'

2 CONTOURS

LOVELAND OFFICE
 1515 Franklin Drive, Suite 204
 Loveland, Colorado 80538
 Phone 970.375.4111

SHERIDAN OFFICE
 1005 Sherman Avenue
 Steamboat, Wyoming 82086
 Phone 970.676.0000

Kerr-McGee Oil & Gas Onshore LP
 1099 18th Street
 Denver, Colorado 80202

SCALE: 1" = 150'	PAGE: 1 OF 1
DATE: 10/15/15	DATE: 10/15/15
DRAWN BY: JD	REVIEWED:

OIL & GAS PERMIT



THIS PERMIT HAS BEEN ISSUED TO:

KERR-MCGEE OIL & GAS ONSHORE LP

THIS PERMIT ALLOWS THE DRILLING OF THE FOLLOWING WELLS:

*FL GREENS FEDERAL 13C-8HZ, FL GREENS FEDERAL 13N-8HZ, FL GREENS 14N-8HZ, FL GREENS 28C-5HZ, FL GREENS 29C-5HZ,
FL GREENS FEDERAL 30C-5HZ, FL GREENS FEDERAL 30N-5HZ, FL GREENS 35C-8HZ, FL GREENS FEDERAL 35N-8HZ, FL GREENS
3N-5HZ AND FL GREENS FEDERAL 4N-5HZ.*

THE ISSUANCE OF THIS PERMIT CERTIFIES THAT KERR-MCGEE OIL & GAS ONSHORE LP IS DRILLING THE WELLS IN COMPLIANCE WITH THE FORT LUPTON MUNICIPAL CODE.

APPROVED BY:

A handwritten signature in blue ink, appearing to read "Tommy Holton", written over a horizontal line.

Tommy Holton, Mayor

DATE:

10/5/15

The City has required and the applicant has agreed that a specific and continuing condition of this permit is that the owner of the property or operator of any business thereon shall not fail to use such property and operate any such business in accordance with any applicable City, County, State or Federal Code, Statute, Rule or Regulation relating to issues of health, safety, land use, zoning, or the environment. Violation of this condition shall be grounds for revocation of this permit (without compensation to the holder) after notice and hearing before the City Council. Separately from or included within such notice, violation of this condition may also cause notice by the City to be given to cease and desist from such violation. The City shall have authority to order business operations suspended entirely if such cease and desist order is not obeyed. Costs of any enforcement of these provisions, including attorney fees, shall be the liability of all owner/operators.

Resolution No. 2015R026 AM 2015-103

Permit Expiration: May 12, 2016



Upcoming Events

July 27, 2016

Town Hall Meeting – 130 South McKinley Avenue – 6:30 p.m.

August 2, 2016

National Night Out – First Street and McKinley Avenue – 5:30-8:30 p.m.