

**City of Fort Lupton**  
**City Council Agenda**  
**Regular Meeting**  
**7:00 p.m.**  
**130 South McKinley Avenue**  
**January 4, 2016**

**Pledge Of Allegiance**

**Call To Order - Roll Call**

**Persons To Address Council**

This portion of the Agenda is provided to allow members of the audience to present comments to the City Council. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement or your question may be directed to the appropriate staff member for follow-up. Please limit the time of your comments to five (5) minutes - Mayor Holton

**Approval Of Agenda**

**Review Of Accounts Payables**

a. **01042016 Accounts Payables**

Documents: [01042016 Accounts Payables.pdf](#)

**Consent Agenda**

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Councilmember so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

a. **12142015 City Council Meeting Minutes**

Documents: [12142015 City Council Meeting Minutes.pdf](#)

b. **AM 2016-001, Designating The City Complex, As The Public Place For Posting Notices Of Public City Meetings In Accordance With The Open Meeting Law**

Documents: [AM 2016-001, Designating The City Complex As The Public Place For Posting Notices.pdf](#)

**c. AM 2016-002, Add Roth (Post-Tax) Option To Voluntary 457 Retirement Savings Plan**

Documents: [AM 2016-002, Add Roth Option To Voluntary 457 Retirement Savings Plan.pdf](#)

**d. AM 2016-006, Adoption Of Special Flood Hazard Areas**

Documents: [AM 2016-006, Adoption Of Special Flood Hazard Areas.pdf](#)

**e. AM 2016-007, Approve Resolution Amending The Ratification Of The Mayor's Appointment To The Fort Lupton Urban Renewal Authority - Beth Block**

Documents: [AM 2016-007, Approve Resolution Appointing FLURA Candidate -Beth Block.pdf](#)

**f. AM 2016-008, Adopt The Three Mile Area Plan For 2016**

Documents: [AM 2016-008, Adopt The Tree Mile Area Plan For 2016.Pdf](#)

**g. AM 2016-009, Approving A Resolution Ratifying The Mayor's Committee Appointments**

Documents: [AM 2016-009, Approve Resolution Appointing Candidates To The Advisory Committees.pdf](#)

### **Action Memorandum**

**a. AM 2016-003, Authorizing Approval Of The Fifth Interim Agreement For The Windy Gap Firing Project For An Amount Not To Exceed \$167,843**

Documents: [AM 2016-003, Authorizing Approval Of The Windy Gap Fifth Interim Agreement With Northern Colorado Water - 167,843.Pdf](#)

**b. AM 2016-004, Approving The Twelfth Interim Agreement With And Payment To NISP In The Amount Of \$262,500 For Phase 4 Of The Project**

Documents: [AM 2016-004, Approving The NISP Twelfth Interim Agreement With Northern Colorado Water.pdf](#)

**c. AM 2016-005, 2016 Aerial Photography Project**

Documents: [AM 2016-005, 2016 Aerial Photography Project.pdf](#)

**d. AM 2016-010, Approving The Kerr McGee Oil And Gas Lease For Mineral Interests**

Documents: [AM 2016-010, Oil And Gas Lease - Kerr-McGee.pdf](#)

**e. AM 2016-011, Authorizing The Carryover Capacity Transferability Program - Carryover 229 Acre Feet Of CBT From 2015 For An Amount Not To Exceed \$8,221.10, Allocated From The Water Sales Tax Fund.**

Documents: [AM 2016-011, Authorize The Carryover Capacity Transferability Program - 229 Acre Feet Of CBT With Northern Colorado Water.pdf](#)

**f. AM 2016-012, Approve The Re-Installation Of Well 7 Located At The Catholic Church For An Amount Not To Exceed \$40,838**

Documents: [AM 2016-012, Catholic Church Well 7 Re-Install.pdf](#)

**g. AM 2016-013, Replacement Wastewater Samplers At The Treatment Plan For An Amount Not To Exceed \$10,660.54, Allocated From The Utility Fund**

Documents: [AM 2016-013, Replacement Wastewater Samplers.pdf](#)

## **Staff Reports**

## **Mayor/Council Reports**

## **Future City Events**

**a. 01042016 Upcoming City Events**

Documents: [01042016 Upcoming Events.pdf](#)

## **Adjourn**

## Report Criteria:

Report type: GL detail

Check.Check Number = 80614-80621,80647-80689

Check.Voided = {=} No

[Report],Check GL Account = "6000010100"-6082059040"

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
11/13/2015	80614	ACE HARDWARE OF FORT LUPTO	GOLF-STAIN,VARNISH,PNT BRUSH	50090/1	54.94
Total 80614:					54.94
10/22/2015	80615	ACUSHNET COMPANY	GOLF-MENS APPAREL	901516522	881.80
Total 80615:					881.80
11/09/2015	80616	CITY OF FORT LUPTON	GOLF-OCT15 VERIZON WIRELESS	FIN2015312	228.22
11/09/2015	80616	CITY OF FORT LUPTON	GOLF-SEP15 PCARDS/GENERAL SUPPLIES	FIN2015313	206.26
11/09/2015	80616	CITY OF FORT LUPTON	GOLF-SEP15 PCARDS/FOOD SUPPLIES	FIN2015313	452.54
11/09/2015	80616	CITY OF FORT LUPTON	GOLF-SEP15 PCARDS/CANNED BEERS	FIN2015313	98.70
11/09/2015	80616	CITY OF FORT LUPTON	GOLF-SEP15 PCARDS/SHOP TOOLS	FIN2015313	247.91
11/09/2015	80616	CITY OF FORT LUPTON	GOLF-SEP15 PCARDS/IRRIGATION SUPPLIES	FIN2015313	781.53
11/09/2015	80616	CITY OF FORT LUPTON	GOLF-SEP15 PCARDS/ATV USED TIRES	FIN2015313	170.00
11/09/2015	80616	CITY OF FORT LUPTON	GOLF-TOSHIBA COOPIER LEASE	FIN2015314	683.43
11/12/2015	80616	CITY OF FORT LUPTON	GOLF-OCT15 POSTAGE	FIN2015315	21.83
Total 80616:					2,890.42
10/30/2015	80617	CITY OF FT LUPTON-UTIL INVOICE	GOLF-OCT'15 WATER USAGE-CLUBHOUSE	11.2490.01 O	181.64
10/30/2015	80617	CITY OF FT LUPTON-UTIL INVOICE	GOLF-OCT'15 WATER USAGE-CLUBHOUSE	11.2520.01 O	5,353.66
10/30/2015	80617	CITY OF FT LUPTON-UTIL INVOICE	GOLF-OCT'15 WATER USAGE-RESTROOM	11.2521.01 O	4.16
10/30/2015	80617	CITY OF FT LUPTON-UTIL INVOICE	GOLF-OCT'15 WATER USAGE-COLLEGE AVE	77.2145.01 O	39.79
Total 80617:					5,579.25
11/12/2015	80618	ECOLAB PEST ELIMINATION DIV	GOLF-PEST CONTROL SERVICES	6777177	115.31
Total 80618:					115.31
10/29/2015	80619	ORBIT ENTERPRISES INC, CYBER	GOLF-CYBERGOLF ONLINE TEE/112 ROUNDS	27676	218.40
Total 80619:					218.40
10/20/2015	80620	TKC SPREADING LLC	GOLF-FERTILIZER APPLICATION	216	300.00
Total 80620:					300.00
11/13/2015	80621	UNITED POWER	GC-OCT'15 ELECTRIC-CLUBHOUSE	1194602 OC	642.92
11/13/2015	80621	UNITED POWER	GC-OCT'15 ELECTRIC-PUMP HOUSE	1195001 OC	2,888.40
11/13/2015	80621	UNITED POWER	GC-OCT'15 ELECTRIC-MAINT BLDG	1195701 OC	269.59
11/13/2015	80621	UNITED POWER	GC-OCT'15 ELECTRIC-PAVILLION	6601202 OC	16.71
Total 80621:					3,817.62
11/30/2015	80647	CO DEPARTMENT OF REVENUE	GOLF-NOV 15 SALES TAX	NOV15 SAL	505.99
11/30/2015	80647	CO DEPARTMENT OF REVENUE	GOLF-NOV 15 SALES TAX(OVERAGE)	NOV15 SAL	16.99-

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq	Amount
Total 80647:						489.00
12/08/2015	80648	ACE HARDWARE OF FORT LUPTO	GOLF-VELCRO SQUARES	50652/1		3.99
12/11/2015	80648	ACE HARDWARE OF FORT LUPTO	GOLF-SANDBELTS	50722/1		44.95
12/16/2015	80648	ACE HARDWARE OF FORT LUPTO	GOLF-TRAPS,BAIT,TOW STRAP	50816/1		57.91
Total 80648:						106.85
11/25/2015	80649	AGFINITY INC	GOLF-DYED CFI ULSD15, UNLEADED 10%	111513		954.78
Total 80649:						954.78
12/17/2015	80650	CHAMBER OF COMMERCE	GOLF-2016 CHAMBER DUES	2016 MEMB		225.00
Total 80650:						225.00
12/01/2015	80651	CITY OF FORT LUPTON	GOLF-11/7-11/20 PAYROLL PD ON 11/25/15	FIN2015325		11,910.11
Total 80651:						11,910.11
12/17/2015	80652	CITY OF FORT LUPTON	GOLF-2016 LIQUOR LICENSE	2016 LIQUO		175.00
Total 80652:						175.00
11/30/2015	80653	CITY OF FT LUPTON-UTIL INVOICE	GOLF-NOV'15 WATER-GOLF COURSE CLUBHOUSE	11.2490.01 N		120.48
11/30/2015	80653	CITY OF FT LUPTON-UTIL INVOICE	GOLF-NOV'15 WATER--CLUBHOUSE DR	11.2520.01 N		1,131.26
11/30/2015	80653	CITY OF FT LUPTON-UTIL INVOICE	GOLF-NOV'15 WATER-RESTROOM HOLE14	11.2521.01 N		2.18
11/30/2015	80653	CITY OF FT LUPTON-UTIL INVOICE	GOLF-NOV'15 WATER-COLLEGE AVE	77.2145.01 N		39.60
Total 80653:						1,293.52
12/09/2015	80654	FERRELLGAS	GOLF-PROPANE	1089882447		828.55
Total 80654:						828.55
11/23/2015	80655	LL JOHNSON DISTRIBUTING	GOLF-PVC PIPE 4" AND 1"	1089290-00		111.84
11/20/2015	80655	LL JOHNSON DISTRIBUTING	GOLF-GRND PLATE W/6BAR	1089293-00		1,836.00
11/23/2015	80655	LL JOHNSON DISTRIBUTING	GOLF-GRND PLATE W/6BAR	1089294-00		1,836.00
11/23/2015	80655	LL JOHNSON DISTRIBUTING	GOLF-BEARING-TAPER ROLLER	1703473-00		44.46
11/30/2015	80655	LL JOHNSON DISTRIBUTING	GOLF-BEARING-NOSEAL, BEARING	1703731-00		98.58
Total 80655:						254.88
11/30/2015	80656	OAKLEY INC	GOLF-FLAK JACKETS	9000026608		164.75
Total 80656:						164.75
12/02/2015	80657	O'REILLY AUTO PARTS	GOLF-VARIOUS TOOLS	4489-250554		55.35
Total 80657:						55.35
11/30/2015	80658	POTESTIO BROTHERS EQUIPMEN	GOLF-EQUIP PARTS BALL BEARINGS	28515C		29.79
12/03/2015	80658	POTESTIO BROTHERS EQUIPMEN	GOLF-EQUIP PART GUARD	28606C		96.52

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
Total 80658:					126.31
11/23/2015	80659	WELD COUNTY PUBLIC HEALTH	GOLF-2016 RETAIL FOOD LICENSE	0141002200	285.00
Total 80659:					285.00
11/30/2015	80660	YAMAHA MOTOR CORP	GOLF-DEC15 YAMAHA LEASE	565089 DEC	7,981.00
Total 80660:					7,981.00
12/18/2015	80661	ACE HARDWARE OF FORT LUPTO	GOLF-JOINT TAPE,KNIFE	50871/1	24.46
12/22/2015	80661	ACE HARDWARE OF FORT LUPTO	GOLF-COPPER	50933/1	1.99
Total 80661:					26.45
12/11/2015	80662	CITY OF FORT LUPTON	GOLF-11/10-12/10/2015 COPIER CHARGES	FIN2015335	216.91
12/16/2015	80662	CITY OF FORT LUPTON	GOLF11/27-12/26 PHONE USAGE	FIN2015336	228.25
12/16/2015	80662	CITY OF FORT LUPTON	GOLF-NOV15 POSTAGE	FIN2015337	31.53
Total 80662:					476.69
12/06/2015	80663	COMCAST CABLE COMM, LLC	GOLF-12/06 TO 01/05/16 CABLE	6460120790	99.40
12/06/2015	80663	COMCAST CABLE COMM, LLC	GOLF-12/06 TO 01/05/16 PHONE	6460120790	59.85
Total 80663:					159.25
12/22/2015	80664	DENVER GOLF EXPO	GCF-DENVER GOLF EXPO 3 DAY BOOTH-PROSHOP	DNV GOLF E	1,095.00
Total 80664:					1,095.00
12/17/2015	80665	FORT LUPTON PACKING & SHIPPIN	GOLF-FED EX PACKAGE	113832	31.62
Total 80665:					31.62
12/03/2015	80666	LL JOHNSON DISTRIBUTING	GOLF-BEARING NO-SEAL	1703731-01	25.48
Total 80666:					25.48
12/10/2015	80667	MASEK GOLF CARS OF COLORAD	GC-GOLF CART MAINT KITS-GC MAINT	01-27629	2,631.20
Total 80667:					2,631.20
12/01/2015	80668	POTESTIO BROTHERS EQUIPMEN	GOLF-FIN CHARGE ON INVOICES DUE	15515-FIN C	4.68
10/08/2015	80668	POTESTIO BROTHERS EQUIPMEN	GOLF-SERVICE EQUIPMENT	22096C	302.87
10/12/2015	80668	POTESTIO BROTHERS EQUIPMEN	GOLF-EXTENSION PART	27458C	9.26
11/06/2015	80668	POTESTIO BROTHERS EQUIPMEN	GC-MAINT KIT JOHN DEERE MOWER-GC MAINT	28079C	1,269.08
Total 80668:					1,585.89
12/16/2015	80669	UNITED POWER	GC-NOV'15 ELECTRIC-CLUBHOUSE	1194602 NO	532.37
12/16/2015	80669	UNITED POWER	GC-NOV'15 ELECTRIC-PUMP HOUSE	1195001 NO	1,063.50
12/16/2015	80669	UNITED POWER	GC-NOV'15 ELECTRIC-MAINT BLDG	1195701 NO	316.11
12/16/2015	80669	UNITED POWER	GC-NOV'15 ELECTRIC-PAVILLION	6601202 NO	16.48

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq	Amount
Total 80669:						1,928.46
Grand Totals:						46,667.88

Report Criteria:

Report type: GL detail

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Check.Voided = {=} No

[Report].Check GL Account = "6000010100"-"6082059040"

## Report Criteria:

Report type: GL detail

Check.Voided = {=} No

[Report].Check GL Account = "1000010100"-2082059075" ,"3000010100"-5082059090","7000010100"-999999999"

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
58329	ADVANCED URGENT CARE AND O	GF-EMPLOYEE WC VISIT-MISC	27405C4045	1	197.00
Total 58329:					197.00
58330	ALPINE CONTROLS & ENGINEERIN	GF-WTP SCADA	1225	1	17,925.00
Total 58330:					17,925.00
58331	B&G EQUIPMENT INC	GF-REPAIRS TO NEW HOLLAND TRACTOR-B&G	RO#802403	1	537.70
Total 58331:					537.70
58332	BG'S JAPANESE DESIGNS	GF-EMBROIDARY-POLICE	5152	1	80.00
Total 58332:					80.00
58333	CHAMBER OF COMMERCE	GF-2016 CHAMBER MEMBERSHIPS&LUNCHEONS	2016 MEMB	1	600.00
58333	CHAMBER OF COMMERCE	GF-DEC12 CHAMBER LUNCHEON-LEGIST	2444	1	40.00
Total 58333:					640.00
58334	CIRSAWC	GF-4 WC CLAIMS-MISC	W15408	1	1,486.27
Total 58334:					1,486.27
58335	COLORADO CHAPTER ICC	GF-CODE CLASS,DISASTER CLASSES-CODE	2016 CLASS	1	150.00
58335	COLORADO CHAPTER ICC	GF-IECC,SOLAR CODES,WHO WRITES-PLANNING	CLASSES 20	1	225.00
Total 58335:					375.00
58336	CONTINUUM RETAIL ENERGY SVC	REC-DEC15 GAS SERVICE-REC CTR	170-1511-23	1	2,163.70
Total 58336:					2,163.70
58337	CUMMINS ROCKY MOUNTAIN LLC	GF-GENERATOR MAINT/POLICE	001-21317	1	518.50
Total 58337:					518.50
58338	DDLD CONSULTING LLC	CPR-SECURITY FOR 11/14/15	363264	1	150.00
Total 58338:					150.00
58339	ENVIROTECH SERVICES, INC	STX-22 TON ICE SLICER FOR STREETS	CD20160238	1	1,127.43
Total 58339:					1,127.43
58340	FASTENAL COMPANY 01COFTL	GF-CHRISTMAS LIGHT,TRAILER SUPPLIES-STREETS	COFTL11567	1	42.20
58340	FASTENAL COMPANY 01COFTL	GF-FASTENERS-STREETS	COFTL11567	2	22.61
58340	FASTENAL COMPANY 01COFTL	UF-FASTENERS-WATERLINE	COFTL11567	3	22.62
58340	FASTENAL COMPANY 01COFTL	UF-FASTENERS-SEWERLINE	COFTL11567	4	22.61

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 58340:					110.04
58341	FIESTA PARTY RENTALS LLC	REC-INFLATABLES FOR WINTERFEST	2015 WINTE	1	250.00
Total 58341:					250.00
58342	GUARDIAN TITLE AGENCY LLC	UF-OVERPAYMENT OF FINAL BILL-1611 WAGONWHEEL DR	22.0270.01	1	8.43
Total 58342:					8.43
58343	HASLER-MAILROOM FINANCE, INC	GF-NOV15 POSTAGE-LEGIST	02508870 N	1	48.07
58343	HASLER-MAILROOM FINANCE, INC	GF-NOV15 POSTAGE-COURT	02508870 N	2	40.40
58343	HASLER-MAILROOM FINANCE, INC	GF-NOV15 POSTAGE-FINANCE	02508870 N	3	185.76
58343	HASLER-MAILROOM FINANCE, INC	GF-NOV15 POSTAGE-POLICE	02508870 N	4	16.85
58343	HASLER-MAILROOM FINANCE, INC	GF-NOV15 POSTAGE-PLANNING	02508870 N	5	1.46
58343	HASLER-MAILROOM FINANCE, INC	GF-NOV15 POSTAGE-HR	02508870 N	6	3.29
58343	HASLER-MAILROOM FINANCE, INC	GF-NOV15 POSTAGE-ADMIN	02508870 N	7	15.04
58343	HASLER-MAILROOM FINANCE, INC	UF-NOV15 POSTAGE-UTIL BILL	02508870 N	8	.49
58343	HASLER-MAILROOM FINANCE, INC	GOLF-NOV15 POSTAGE	02508870 N	9	31.53
58343	HASLER-MAILROOM FINANCE, INC	LIB-NOV15 POSTAGE	02508870 N	10	20.11
Total 58343:					363.00
58344	HD SUPPLY WATERWORKS, LTD	UF-BUSHING,PARTS,VALVE-WATERLINE	E767026	1	566.84
58344	HD SUPPLY WATERWORKS, LTD	UF-GATE VLV,WRENCH,KIT,TOP SEC-WATERLINE	E873722	1	565.45
58344	HD SUPPLY WATERWORKS, LTD	UF-GATE VLV,BUSHING,PARTS RTN-WATERLINE	E877345	1	286.23
Total 58344:					846.06
58345	HEALTHSTYLES EXERCISE EQUIP	CPR-OCTANE XR6000 X-RIDE-COMCTR	8-003890B	1	3,595.00
58345	HEALTHSTYLES EXERCISE EQUIP	CPR-FREIGHT-COMCTR	8-003890B	2	195.00
Total 58345:					3,790.00
58346	JAMES & LINDA JONES	UF-OVERPAYMENT OF FINAL BILL-445 ELIZABETH ST	88.1260.01	1	115.90
Total 58346:					115.90
58347	KONICA MINOLTA BUSINESS	REC-NOV/DEC 15 C364 COPIER LEASE	237267076	1	222.46
58347	KONICA MINOLTA BUSINESS	REC-NOV/DEC 15 C364 COPIES	237267076	2	121.71
58347	KONICA MINOLTA BUSINESS	GF-NOV/DEC15 C364 COPIER LEASE-POLICE	237267431	1	267.34
58347	KONICA MINOLTA BUSINESS	GF-NOV/DEC15 C364 COPIES-POLICE	237267431	2	113.05
Total 58347:					724.56
58348	KRAV MAGA WORLDWIDE	GF-LAW ENF INST CERT COURSE	FTD4632	1	750.00
Total 58348:					750.00
58349	L.G. EVERIST, INC	STX-CLASS 6 ROAD BASE	304250	1	106.77
Total 58349:					106.77
58350	LEANN PERINO	GF-BERTHOUD-NISP&WINDY GAP	MILEAGE D	1	69.69

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 58350:					69.69
58351	LINDA KUDRNA	GF-CASC CONF MILEAGE	DEC15 MILE	1	54.05
Total 58351:					54.05
58352	METROWEST NEWSPAPERS	GF-2015 BUDGET NOTICE-FINANCE	025-401951	1	10.56
58352	METROWEST NEWSPAPERS	GF-NOV15 PAYABLES NOTICE-FINANCE	025-401951	1	120.12
58352	METROWEST NEWSPAPERS	GF-OCT15 PAYABLES-FINANCE	025401951-1	1	95.92
58352	METROWEST NEWSPAPERS	GF-ORD15-995 MUNI CODE REPEAL-FINANCE	025401951-1	2	21.12
Total 58352:					247.72
58353	NEVE'S UNIFORMS & EQUIPMENT	GF-JACKET,SHIRTS/VIGIL-POLICE	LN-325635	1	1,021.86
58353	NEVE'S UNIFORMS & EQUIPMENT	GF-BOOT/LYONS-POLICE	LN-325637	1	124.99
58353	NEVE'S UNIFORMS & EQUIPMENT	GF-BOOT/MENNEGA-POLICE	LN-325639	1	99.99
58353	NEVE'S UNIFORMS & EQUIPMENT	GF-CAPS/VIGIL-POLICE	LN-325640	1	15.90
Total 58353:					1,262.74
58354	NORTHWESTERN UNIVERSITY	GF-SCHOOL OF POLICE STAFF & COMMAND CLASS-PD	6126	1	4,000.00
Total 58354:					4,000.00
58355	PEPSI-COLA COMPANY	REC-DRINKS FOR CENTER- REC CTR	91757055	1	750.60
Total 58355:					750.60
58356	PLAINS EAST MECHANICAL SERVI	CPR-RESET HVAC FROM COMCAST	1232	1	250.00
Total 58356:					250.00
58357	SIGNDEALZ	RC-LED ELECTRIC SIGN FOR REC CTR-REC	1115 2ND P	1	12,407.00
58357	SIGNDEALZ	RC-MARQUEE SIGN ANNUAL DATA PLAN-REC	1149	1	750.00
58357	SIGNDEALZ	RC-MARQUEE SIGN ANTENNA BROADBAND-REC	1149	2	700.00
58357	SIGNDEALZ	GF-MOVE REC CTR SIGN TO CITY HALL-MISC	1150	1	2,424.00
Total 58357:					16,281.00
58358	SUNRISE ENVIRONMENTAL SCIEN	GF-LEMON TWIST,DRUM-SHOP	56900	1	143.17
Total 58358:					143.17
58359	SUPER-TECH FILTER	REC-27 VARIOUS FILTERS	251349	1	116.52
Total 58359:					116.52
58360	TEXCAM TRUCK PARTS	GF-FIBERGLASS FENDER EXTENSION-STREETS	4200	1	180.00
Total 58360:					180.00
58361	TODD HODGES DESIGN, LLC	GF-11/30/15-12/13/15 SVCS-PLANNING	2822	1	4,390.00
58361	TODD HODGES DESIGN, LLC	GF-11/30/15-12/13/15 SVCS-ECON DEV	2822	2	2,437.00

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 58361:					6,827.00
58362	TRANSWEST	GF-REPLACE DOOR HANDLE GMC YUKON-POLICE	1050949	3	522.53
58362	TRANSWEST	GMC YUKON DOOR PANEL REPAIR-POLICE	1050957	1	522.53
58362	TRANSWEST	GF-REPLACE DOOR PANEL	1050963	1	522.53
58362	TRANSWEST	GF-WIPER BLADES-STREETS	1253370106	1	18.43
58362	TRANSWEST	UF-WIPER BLADES-WATERLINE	1253370106	2	18.43
58362	TRANSWEST	UF-WIPER BLADES-SEWERLINE	1253370106	3	18.44
Total 58362:					1,622.89
58363	TYCO INTEGRATED SECURITY,LLC	CPR-1ST QTR 2016 SECURITY MONITORING	25581794	1	111.83
Total 58363:					111.83
58364	UNITED READY MIX LLC	GF-FIBER MESH,BAG MIX-SHOP	22779	1	416.25
Total 58364:					416.25
58365	VALLEY FIRE EXTINGUISHER	CPR-INSPECT KITCHEN HOOD	119311	1	129.00
Total 58365:					129.00
58366	VOLK & BELL HR SERVICES INC	GF-HR SERVICES-HR	2015-71	1	6,018.75
Total 58366:					6,018.75
58367	WAGNER EQUIPMENT CO.	GF-CAP A RAD #15-STREETS	POOC18443	1	10.44
Total 58367:					10.44
58368	WAXIE SANITARY SUPPLY	GF-TOWELS,DEODORANT-B&G	75584432	1	152.00
58368	WAXIE SANITARY SUPPLY	GF-TOWELS, LINERS	75584433	1	462.78
58368	WAXIE SANITARY SUPPLY	REC-TOWELS,BAGS,FURN POL,CLEANERS	75584434	1	436.94
58368	WAXIE SANITARY SUPPLY	REC-FURNITURE POLISH	75609244	1	159.70
58368	WAXIE SANITARY SUPPLY	REC-CLEANING,PAPERLINERS,TOWELS	75625344	1	449.18
58368	WAXIE SANITARY SUPPLY	CPR-TOWELS,TOUCH FREE,SOAP	75625345	1	228.02
Total 58368:					1,888.62
58369	WELD CNTY CLERK/RECORDER	GF-ORD,AGREEMENT,PLAT/ANX2015-001 FLFD	15-58280	1	173.00
Total 58369:					173.00
58370	WELD COUNTY PUBLIC SAFETY IT	GF-REPLACE TOKEN/FRYER-POLICE	PD2015RSA-	1	75.00
Total 58370:					75.00
58371	UNITED POWER	GF-NOV'15 ELECTRIC-WCR8 SIGNAL	17149700-N	1	62.17
Total 58371:					62.17
58372	XCEL ENERGY-GAS	CPR-OCT/NOV15 GAS USAGE	520352370-N	1	271.35
58372	XCEL ENERGY-GAS	CPR-OCT/NOV15 GAS USAGE-MUSEUM	520352370-N	2	198.07
58372	XCEL ENERGY-GAS	GF-OCT/NOV15 GAS USAGE-SHOP	520352370-N	3	422.11

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
58372	XCEL ENERGY-GAS	GF-OCT/NOV15 GAS USAGE-VERIZON BLDG	520352370-N	4	112.73
58372	XCEL ENERGY-GAS	GF-NOV/DEC15 GAS USAGE-GOV BLDG	5320352381	1	339.56
Total 58372:					1,343.82
58373	2EZ ELECTRIC	GF-SITE WORK/RECEPTACLE, SCOREBOARD POWER, AUTO DOOR	2031	1	275.17
58373	2EZ ELECTRIC	CPR-SITE WORK/RECEPTACLE, SCOREBOARD POWER, AUTO DOOR	2031	2	275.17
Total 58373:					550.34
58374	ACTIVE CABLING & COMMUNICATI	GF-CITY HALL/COURT WIRING-IT	201927	1	378.46
Total 58374:					378.46
58375	AFLAC	GF-SUPPLEMENTAL INS FOR 12/15	106544 DEC	1	352.72
Total 58375:					352.72
58376	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492215658	1	45.40
58376	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492215658	2	45.40
58376	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492215658	3	78.70
58376	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SERVICE-GOV BLDG	492215659	1	31.06
58376	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-SHOP	492215659	2	104.88
58376	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492219088	1	45.40
58376	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492219088	2	45.40
58376	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492219088	3	78.70
58376	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SERVICE-GOV BLDG	492219089	1	31.06
58376	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-SHOP	492219089	2	104.88
58376	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SERVICE-GOV BLDG	492222396	1	31.06
58376	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-SHOP	492222396	2	114.68
Total 58376:					756.62
58377	CO RURAL WATER ASSOC	UF-2016 CRWA ANNUAL MEMBERSHIP DUES	11682	1	440.00
Total 58377:					440.00
58378	COLORADO DOORWAYS INC	CPR-FIEKD SVC WORKER REPAIRS	802662	1	210.00
Total 58378:					210.00
58379	COMCAST BUSINESS	GC-12/15-1/14 PHONE-GOLF COURSE	39938938	1	189.26
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE SVC-ADMIN SVCES	39938938	2	66.12
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-LEGISLATIVE	39938938	3	49.77
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-COURT	39938938	4	49.77
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-CLERK	39938938	5	16.59
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-HR	39938938	6	33.18
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-CITY ADMIN	39938938	7	33.18
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-FINANCE	39938938	8	66.36
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-IT	39938938	9	33.18
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-PD	39938938	10	315.21
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-PD COMM SVCS	39938938	11	16.59
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-PD RECORDS	39938938	12	16.59
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-SHOP	39938938	13	63.09
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-STREETS	39938938	14	4.15

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-B&G	39938938	15	55.26
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-BLDG INSP	39938938	16	16.59
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-PLANNING	39938938	17	66.36
58379	COMCAST BUSINESS	GF-12/15-1/14 PHONE-CODE ENF	39938938	18	16.59
58379	COMCAST BUSINESS	CPR-12/15-1/14 PHONE-COM CENTER	39938938	19	110.52
58379	COMCAST BUSINESS	CPR-12/15-1/14 PHONE-SENIORS	39938938	20	55.26
58379	COMCAST BUSINESS	CPR-12/15-1/14 PHONE-MUSEUM	39938938	21	57.81
58379	COMCAST BUSINESS	UF-12/15-1/14 PHONE-W LINES	39938938	22	8.29
58379	COMCAST BUSINESS	UF-12/15-1/14 PHONE-S LINES	39938938	23	4.15
58379	COMCAST BUSINESS	UF-12/15-1/14 PHONE-VVWTP	39938938	24	58.24
58379	COMCAST BUSINESS	UF-12/15-1/14 PHONE-UB	39938938	25	33.18
58379	COMCAST BUSINESS	RC-12/15-1/14 PHONE-REC	39938938	26	248.64
Total 58379:					1,683.93
58380	COMCAST CABLE COMM, LLC	GF-12/23-1/22 INTERNET&TV-PUBLIC WORKS	6460164533	1	133.74
Total 58380:					133.74
58381	COYOTE CREEK GOLF COURSE	GF-REVERSE GOLF COURSE LOAN PAYMENT	12.18.15 RE	1	80,054.14
Total 58381:					80,054.14
58382	DAVID HEMPEL	GF-JEFFCO SO TRAINING-POLICE	DEC15 MILE	1	358.23
Total 58382:					358.23
58383	FASTENAL COMPANY 01COFTL	UF-PARTS FOR SEWER SET UNIT#14	COFTL11604	1	25.88
58383	FASTENAL COMPANY 01COFTL	UF-60D BRT COMMON 50#	COFTL11608	1	107.72
Total 58383:					133.60
58384	GATOR RUBBISH REMOVAL LLC	GF-DEC15 RUBBISH PICKUP-GOV BLDG	311015	1	89.00
58384	GATOR RUBBISH REMOVAL LLC	GF-DEC15 RUBBISH PICKUP-SHOP	311015	2	127.00
58384	GATOR RUBBISH REMOVAL LLC	CPR-DEC15 RUBBISH PICKUP-REC CTR	311015	3	242.00
58384	GATOR RUBBISH REMOVAL LLC	GF-DEC15 RUBBISH PICKUP-S RR PARK	311015	4	189.00
58384	GATOR RUBBISH REMOVAL LLC	CEM-DEC15 RUBBISH PICKUP-CEM	311015	5	144.45
58384	GATOR RUBBISH REMOVAL LLC	GF-DEC15 RUBBISH PICKUP-HWY 52	311015	6	304.25
58384	GATOR RUBBISH REMOVAL LLC	CEM-DEC15 RUBBISH PICKUP	311015	7	102.00
58384	GATOR RUBBISH REMOVAL LLC	GF-DEC15 RUBBISH PICKUP-LANCASTER PARK	311015	8	92.20
58384	GATOR RUBBISH REMOVAL LLC	GF-DEC15 RUBBISH PICKUP-KOSHIO	311015	9	87.00
58384	GATOR RUBBISH REMOVAL LLC	GF-DEC15 RUBBISH PICKUP-ROADSIDE	311015	10	87.00
58384	GATOR RUBBISH REMOVAL LLC	GF-DEC15 CONTRACT/WINTERIZE PORTABLE TOILET	312178	1	87.00
Total 58384:					1,550.90
58385	HD SUPPLY WATERWORKS, LTD	UF-GATE VLV,BUSHING,PARTS RTN-WATERLINE	E815460	1	972.93
Total 58385:					972.93
58386	KONICA MINOLTA BUSINESS	GF-NOV/DEC15C224E COPIER LEASE-FINANCE	237318936	1	180.98
58386	KONICA MINOLTA BUSINESS	GF-NOV/DEC15C224E COPIES-FINANCE	237318936	2	130.88
58386	KONICA MINOLTA BUSINESS	UF-NOV/DEC15C224E COPIES-UTIL BILL	237318936	3	26.17
58386	KONICA MINOLTA BUSINESS	GF-NOV/DEC15C224E COPIES-COURT	237318936	4	17.45

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Total 58386:					355.48
58387	LINDA KUDRNA	CPR-GREELEY-SENIORS	MILEAGE D	1	31.05
Total 58387:					31.05
58388	LOUIS A GRESH	GF-ARRAIGNMENTS, TRIALS 12/1 & 12/8	DEC15 SER	1	1,500.00
Total 58388:					1,500.00
58389	LOVEWELL FENCING INC	GF-FENCE POST INSTALL-9TH&GRAND	1436	1	337.90
Total 58389:					337.90
58390	METROWEST NEWSPAPERS	GF-VETERANS DAY NOTICE-LEGIST	25015485 11	1	140.00
Total 58390:					140.00
58391	NEVE'S UNIFORMS & EQUIPMENT	GF-RADIO HOLDER,HANDCUFFS-POLICE	LN-3257816	1	66.90
Total 58391:					66.90
58392	NEWMAN TRAFFIC SIGNS	GF-UNDERCHARGED INVOICE TI-0292907	AR0260396	1	73.00
58392	NEWMAN TRAFFIC SIGNS	GF-20 EA TELESPAR 2"X10' & 2.25"X3'-12 GA	TI-0292907	1	745.03
Total 58392:					818.03
58393	SEP SOFTWARE CORP	GF-SQL BACKUP LICENSE TIME CLOCK SYSTEM-IT	113414	1	995.00
58393	SEP SOFTWARE CORP	GF-FINANCE CHARGE SOFTWARE	SEP FIN CH	1	19.90
Total 58393:					1,014.90
58394	TODD HODGES DESIGN, LLC	GF-12/14 TO 12/17/2015 PLANNING SVCS	2829	1	3,822.00
58394	TODD HODGES DESIGN, LLC	GF-12/14 TO 12/17/2015 ECON DEV	2829	2	1,656.00
Total 58394:					5,478.00
58395	UNITED POWER	GF-NOV'15 ELECTRIC-EMERG SIREN	10553102 N	1	18.24
58395	UNITED POWER	GF-NOV'15 ELECTRIC-WELCOME FLSH	1196401 NO	1	30.42
58395	UNITED POWER	GF-NOV'15 ELECTRIC-SCH SIGNAL	1279801 NO	1	20.92
58395	UNITED POWER	GF-NOV'15 ELECTRIC-VERIZON BLDG	14427100 N	1	157.99
58395	UNITED POWER	GF-NOV'15 ELECTRIC-TORN SIREN	15232500 N	1	17.01
58395	UNITED POWER	GF-NOV'15 ELECTRIC-HERITAGE PARK	17761600 N	1	16.00
58395	UNITED POWER	GF-NOV'15 ELECTRIC-LANCASTER SPRINK	17868800 N	1	16.00
58395	UNITED POWER	GF-NOV'15 ELECTRIC-SIGN 70110&70111	726705 NOV	1	16.00
58395	UNITED POWER	UF-NOV'15 ELECTRIC-WATER TANKS	7280200 NO	1	18.12
58395	UNITED POWER	UF-NOV'15 ELECTRIC-WTR TRMT PLANT	803908 NOV	1	4,073.20
58395	UNITED POWER	UF-SEP'15 ELECTRIC O/P-S LIFT STATION	803908 NOV	2	234.66-
Total 58395:					4,149.24
58396	CH2MHILL OM SERVICES	UF-JAN16 OPERATIONS-WTR WELLS	62596	1	1,470.49
58396	CH2MHILL OM SERVICES	UF-JAN16 OPERATION-SEWER TRMT	62596	2	46,198.13
58396	CH2MHILL OM SERVICES	UF-JAN16 OPERATION-WTR TRMT	62596	3	23,527.91
58396	CH2MHILL OM SERVICES	UF-JAN16 OPERATION-PERRY PIT	62596	4	4,411.48

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58396	CH2MHILL OM SERVICES	UF-JAN16 R&M-WTR WELLS	62596	5	166.67
58396	CH2MHILL OM SERVICES	UF-JAN16 R&M-SEWER TRMT	62596	6	5,000.00
58396	CH2MHILL OM SERVICES	UF-JAN16 R&M-WTR TRMT	62596	7	2,666.67
58396	CH2MHILL OM SERVICES	UF-JAN16 R&M-PERRY PIT	62596	8	500.00
Total 58396:					83,941.35
58397	CITY OF FORT LUPTON	REC-2016 BUSINESS LICENSE	2016 BUSIN	1	25.00
Total 58397:					25.00
58398	DELTA DENTAL PLAN OF COLO	GF-JAN16 DENTAL INS PREM	12180 JAN16	1	4,658.12
Total 58398:					4,658.12
58399	INTERNATIONAL INST OF MUNICIP	GF-2016TO 2017 MEMBERSHIP DUES-CITY CLERK	2016 DUES	1	180.00
Total 58399:					180.00
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM FOR LIB & GOLF	454886700	1	172.61
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-ADMIN SVCS	454886700	2	15.66
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-COURT	454886700	3	24.71
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-CITY CLERK	454886700	4	16.60
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-HR	454886700	5	30.22
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-CITY ADMIN	454886700	6	40.53
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-FINANCE	454886700	7	61.49
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-IT	454886700	8	21.11
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-POLICE	454886700	9	208.89
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-COMM SVC	454886700	10	10.08
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-RECORDS	454886700	11	12.42
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-STREETS	454886700	12	40.65
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-B&G	454886700	13	36.24
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-PLANNING	454886700	14	41.76
58400	MUTUAL OF OMAHA	GF-JAN'16 LTD PREM-CODE	454886700	15	9.36
58400	MUTUAL OF OMAHA	CPR-JAN'16 LTD PREM-COMM CTR	454886700	16	44.98
58400	MUTUAL OF OMAHA	CPR-JAN'16 LTD PREM-SENIORS	454886700	17	9.88
58400	MUTUAL OF OMAHA	UF-JAN'16 LTD PREM-WATER LINES	454886700	18	25.54
58400	MUTUAL OF OMAHA	UF-JAN'16 LTD PREM-SEWER LINES	454886700	19	27.19
58400	MUTUAL OF OMAHA	UF-JAN'16 LTD PREM-UB	454886700	20	7.60
58400	MUTUAL OF OMAHA	UF-JAN'16 LTD PREM-STORM DRAIN	454886700	21	2.68
58400	MUTUAL OF OMAHA	REC-JAN'16 LTD PREM-REC	454886700	22	68.89
58400	MUTUAL OF OMAHA	CEM-JAN'16 LTD PREM-CEM	454886700	23	6.97
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM FOR LIB & GOLF	454886700	24	116.74
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-ADMIN SVCS	454886700	25	11.97
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-COURT	454886700	26	19.04
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-CITY CLERK	454886700	27	12.73
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-HR	454886700	28	22.98
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-CITY ADMIN	454886700	29	24.31
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-FINANCE	454886700	30	44.15
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-IT	454886700	31	16.15
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-POLICE	454886700	32	159.94
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-COMM SVC	454886700	33	7.69
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-RECORDS	454886700	34	9.54
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-STREETS	454886700	35	31.30
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-B&G	454886700	36	27.92
58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-PLANNING	454886700	37	31.91

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58400	MUTUAL OF OMAHA	GF-JAN'16 LI & AD&D PREM-CODE	454886700	38	4.69
58400	MUTUAL OF OMAHA	CPR-JAN'16 LI & AD&D PREM-COMM CTR	454886700	39	34.11
58400	MUTUAL OF OMAHA	CPR-JAN'16 LI & AD&D PREM-SENIORS	454886700	40	7.60
58400	MUTUAL OF OMAHA	UF-JAN'16 LI & AD&D PREM-WATER LINES	454886700	41	19.62
58400	MUTUAL OF OMAHA	UF-JAN'16 LI & AD&D PREM-SEWER LINES	454886700	42	20.93
58400	MUTUAL OF OMAHA	UF-JAN'16 LI & AD&D PREM-UB	454886700	43	5.80
58400	MUTUAL OF OMAHA	UF-JAN'16 LI & AD&D PREM-STORM DRAIN	454886700	44	2.04
58400	MUTUAL OF OMAHA	REC-JAN'16 LI & AD&D PREM-REC	454886700	45	52.89
58400	MUTUAL OF OMAHA	CEM-JAN'16 LI & AD&D PREM-CEM	454886700	46	5.31
58400	MUTUAL OF OMAHA	GF-JAN'16 ADD'L LI/AD&D PREM-HR	454886700	47	1,220.42
Total 58400:					2,845.84
58401	ACE EQUIPMENT & SUPPLY	STX-PLOW EDGE 10'-STREETS	161779	1	915.00
Total 58401:					915.00
58402	ADVANTAGE DESIGN	CPR-MEN'S FALL SOFTBALL SHIRTS-ATHLETIC	1899	1	330.50
58402	ADVANTAGE DESIGN	REC-TN STAFF SHIRTS	1900	1	39.75
Total 58402:					370.25
58403	ALBERTSONS/SAFEWAY	REC-NAPKINS	11.21.15 RE	1	36.00
58403	ALBERTSONS/SAFEWAY	REC-NAPKINS, CUTLERY	11.21.15 SA	1	36.00
58403	ALBERTSONS/SAFEWAY	REC-NAPKINS, CUPS, CUTLERY	12.12.15 SA	1	36.00
58403	ALBERTSONS/SAFEWAY	REC-HAWAIIAN PUNCH	12.19.15 RE	1	4.00
58403	ALBERTSONS/SAFEWAY	REC-NAPKINS, CUPS, CUTLERY	12.19.15 SA	1	36.00
Total 58403:					148.00
58404	ANDREW J ADAME	REC-11/14/15 DJ SERVICES-TEENS	11.14.15 DJ	1	150.00
58404	ANDREW J ADAME	REC-12/12/15 DJ SERVICES-TEENS	12.12.15 DJ	1	150.00
Total 58404:					300.00
58405	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492222395	1	45.40
58405	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492222395	2	45.40
58405	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492222395	3	78.70
Total 58405:					169.50
58406	BSN SPORTS, INC	CPR-MENS SOFTBALLS-ATHLETIC	97364517	1	491.92
Total 58406:					491.92
58407	C.E.M. SALES & SERVICE	REC-POOL/SPA BRIQUETTES	138775	1	665.00
58407	C.E.M. SALES & SERVICE	REC-SPA SHORT CABLE/SHIPPING	138782	1	268.54
58407	C.E.M. SALES & SERVICE	REC-POOL/SPA ACID	138879	1	545.00
58407	C.E.M. SALES & SERVICE	REC-POOL MOSS	138880	1	111.00
Total 58407:					1,589.54
58408	CESARE, INC	UF-GEO TECH FOR WATER/SEWER PROJECTS	15.3023.7	1	500.00
Total 58408:					500.00

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58409	CINTAS FIRST AID & SAFETY	REC-CLEAN CABINET,ADD SUPPLIES	5004142722	1	51.50
Total 58409:					51.50
58410	COLORADO ASPHALT SVCS, IN	STX-50# BAGS EZ ST COLD ASPHALT-STREETS	0042019	1	840.00
Total 58410:					840.00
58411	COLORADO ASSOCIATION OF ANI	GF-2016 ANNUAL MEMBERSHIP DUES-CODE	2016 MEMB	1	40.00
Total 58411:					40.00
58412	COMCAST CABLE COMM, LLC	REC-12/14-01/13/16 CABLE MUSIC	6460117309	1	268.05
58412	COMCAST CABLE COMM, LLC	REC-12/14-01/13/16 FINANCE CHG	6460117309	2	9.50
58412	COMCAST CABLE COMM, LLC	CPR-12/20-01/19/16 INTERNET-MUSEUM	6460147405	1	69.95
58412	COMCAST CABLE COMM, LLC	CPR-12/20-01/19/16 PHONE-MUSEUM	6460147405	2	64.72
58412	COMCAST CABLE COMM, LLC	CPR-12/20-01/19/16 FINANCE CHG-MUSEUM	6460147405	3	9.50
Total 58412:					421.72
58413	E-470 PUBLIC HIGHWAY AUTHORIT	GF-11/23/15 TOLLS-POLICE	2019595649	1	5.53
Total 58413:					5.53
58414	FASTENAL COMPANY 01COFTL	UF-IND PLUG 1/2 PT MALE	COFTL11612	1	4.02
Total 58414:					4.02
58415	FLEXMAGIC CONSULTING, INC	GF- 2016 HRA PLAN FEES-HR	33589	1	915.00
Total 58415:					915.00
58416	FORT LUPTON CAR WASH LLC	GF-NOV15 CAR WASHES-POLICE	11.30.15 CA	1	132.75
Total 58416:					132.75
58417	HD SUPPLY WATERWORKS, LTD	UF-MIP REPAIR CPLG-WATERLINE	E908645	1	73.76
58417	HD SUPPLY WATERWORKS, LTD	UF-HYD WRENCH-WATERLINE	E920709	1	21.06
Total 58417:					94.82
58418	NATIONAL METER &	UF-CURB BOX RETURN,W ROD-WATERLINE	S1064993.00	1	401.90-
58418	NATIONAL METER &	UF-3/4 X 9 IN METER BODIES-WLINES	S1065930.00	1	767.70
58418	NATIONAL METER &	UF-M35 TRANSPONDERS-WLINES	S1065930.00	2	1,827.40
58418	NATIONAL METER &	UF-3/4 X 9 IN METER YOKES-WLINES	S1065930.00	1	920.90
58418	NATIONAL METER &	UF-TEST FOR BADGER HYDRANT METER	S1066533.00	1	110.00
Total 58418:					3,224.10
58419	NORTHERN COLO WATER	WST-NISP 12TH INTERIM AGREEMENT	2016 NISP	1	262,500.00
Total 58419:					262,500.00
58420	RECREATION SUPPLY COMPANY	REC-POOL/SPA REGENTS	293431	1	196.65

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 58420:					196.65
58421	RENEWABLE FIBER INC	STX-SALT/SAND MIX-STREETS	INV0564773	1	304.42
58421	RENEWABLE FIBER INC	STX-SALT/SAND	INV0564778	1	326.32
Total 58421:					630.74
58422	STERICYCLE	REC-1ST QTR'16 MEDICAL WASTE SVCS	3003256539	1	143.19
Total 58422:					143.19
58423	TOSHIBA FINANCIAL SERVICES	GF-DEC/JAN16 COPIER LEASE	294044367	1	212.96
58423	TOSHIBA FINANCIAL SERVICES	GF-DEC/JAN16 COPIES	294044367	2	14.12
58423	TOSHIBA FINANCIAL SERVICES	GOLF-DEC/JAN16 COPIER LEASE	294044367	3	197.36
58423	TOSHIBA FINANCIAL SERVICES	GOLF-DEC/JAN16 COPIES	294044367	4	14.09
58423	TOSHIBA FINANCIAL SERVICES	GOLF-DEC/JAN16 DAMAGE SURCHAGE	294044367	5	19.55
Total 58423:					458.08
58424	WAGNER EQUIPMENT CO.	GF-VALVE SAFETY PARTS FOR CAT GRADER #15	P00C184773	1	20.50
Total 58424:					20.50
9001223	COLORADO DEPT OF REVENUE	REC-NOV15 SALES TAX	REC SALES	1	37.61 M
9001223	COLORADO DEPT OF REVENUE	REC-NOV15 SALES TAX	REC SALES	2	1.35- M
9001223	COLORADO DEPT OF REVENUE	REC-NOV15 SALES TAX	REC SALES	3	1.74 M
Total 9001223:					38.00
9001224	FIRE & POLICE PENSION ASC	GF-12/11/15 FPPA CONTRIBUTIONS-POLICE	FPPA PAY 1	1	902.89 M
Total 9001224:					902.89
9001225	COLORADO STATE TREASURER	GF-2015 4THQTR SUTA	2015 4TH QT	1	1,849.82 M
9001225	COLORADO STATE TREASURER	GF- 2015 4THQTR SUTA	2015 4TH QT	4	393.22 M
9001225	COLORADO STATE TREASURER	CPR-2015 4THQTR SUTA	2015 4TH QT	5	197.50 M
9001225	COLORADO STATE TREASURER	UF-2015 4THQTR SUTA	2015 4TH QT	6	266.97 M
9001225	COLORADO STATE TREASURER	SEWER-2015 4THQTR SUTA	2015 4TH QT	7	8.20 M
9001225	COLORADO STATE TREASURER	REC-2015 4THQTR SUTA	2015 4TH QT	8	344.96 M
9001225	COLORADO STATE TREASURER	GF-2015 4THQTR SUTA	2015 4TH QT	11	249.22 M
9001225	COLORADO STATE TREASURER	CEM-2015 4THQTR SUTA	2015 4TH QT	12	29.76 M
9001225	COLORADO STATE TREASURER	GF-2015 4THQTR SUTA	2015 4TH QT	13	.11- M
Total 9001225:					3,339.54
9001226	FIRE & POLICE PENSION ASC	GF-08/25/15 FPPA CONTRIBUTIONS	FPPA DUES	1	873.55 M
Total 9001226:					873.55
9001227	CO WATER CONSERVATION BOAR	UF-C153664 PAYMENT-PRINCIPAL	12.1.15 DEB	1	108,548.05 M
9001227	CO WATER CONSERVATION BOAR	UF-C153664 PAYMENT-INTEREST	12.1.15 DEB	2	52,167.69 M
Total 9001227:					160,715.74

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Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Grand Totals:					<u>707,449.57</u>

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Report Criteria:

Report type: GL detail

Check.Voided = {=} No

[Report].Check GL Account = "1000010100"."2082059075" ,"3000010100"."5082059090","7000010100"."9999999999"

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Purchase Cards Transactions October 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
10/28/2015	THE HOME DEPOT #1547	BRIGHTON	GF-PAR 30 75WE-B&G	\$19.97
10/28/2015	THE HOME DEPOT #1547	BRIGHTON	GF-PLC32WT8CW-B&G	\$59.00
10/28/2015	THE HOME DEPOT #1547	BRIGHTON	GF-BALLAST-B&G	\$21.97
10/28/2015	THE HOME DEPOT #1547	BRIGHTON	GF-BALLAST-B&G	\$21.97
10/28/2015	THE HOME DEPOT #1547	BRIGHTON	GF-BALLAST-B&G	\$21.97
10/28/2015	THE HOME DEPOT #1547	BRIGHTON	GF-BALLAST-B&G	\$21.97
10/28/2015	THE HOME DEPOT #1547	BRIGHTON	GF-BALLAST-B&G	\$26.97
10/28/2015	THE HOME DEPOT #1547	BRIGHTON	GF-BALLAST-B&G	\$29.97
10/28/2015	THE HOME DEPOT #1547	BRIGHTON	GF-YELSTDCONN-B&G	\$2.18
10/28/2015	THE HOME DEPOT #1547	BRIGHTON	GF-ORGWRNT100-B&G	\$5.97
10/28/2015	THE HOME DEPOT #1547	BRIGHTON	GF-ELECT.TAPE-B&G	\$3.98
10/28/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-LIQUID NAILS-B&G	\$6.98
10/30/2015	AMAZON.COM	AMZN.COM/BILL	REC-INTERDESIGN BRUSCHIA WALL MOUNT	\$68.76
10/30/2015	AMAZON.COM	AMZN.COM/BILL	REC-SHIPPING	\$22.16
10/30/2015	R AND M SERVICES LLC	FT. LUPTON	CPR-HEATER DOOR ACTUATOR	\$147.18
9/30/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-FASTENERS,GFCI,BIT,CONNECTOR,TOOLS-MU:	\$82.93
10/1/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-FASTENERS-MUSEUM	\$7.25
10/6/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-FASTENERS,BIT-MUSEUM	\$42.74
10/7/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-FASTENERS-MUSEUM	\$6.36
10/8/2015	TBG SERVICE COMPANY	FORT LUPTON	CPR-LIQ PROPANE GAS	\$42.00
10/8/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-GRILL CLEANER,SCRUB,SPG SNAP,BRUSH	\$19.96
10/9/2015	R AND M SERVICES LLC	FT. LUPTON	CPR-TIRE REPAIR-ATHLETIC	\$15.00
10/14/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-ELBOW,COMP CONNECTOR,NUT-CITY HALL	\$12.77
10/14/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-SWWL FLR CONNECTOR,FLARE,ELBOW-CITY HAI	\$13.97
10/14/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-PAINTCARE,VALVE,PARTS-CITY HALL	\$43.40
10/14/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-RTN PARTS-CITY HALL	-\$10.48
10/26/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-PAINT-CITY HALL	\$31.74
10/28/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-ANTI FREEZE/PL BATHROOM-ATHLETIC	\$3.98
10/29/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-ANTIFREEZE/GOLF RESTROOM-B&G	\$3.98
10/29/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-ANTIFREEZE/KOSHIO PK RESTROOM-B&G	\$3.98
10/30/2015	BOUND BOXING	06192411679	REC-TITLE BOX DELUXE	\$36.48
9/30/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-MOUNT SQ-B&G	\$3.99
10/6/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-DISP MOUSE BAIT-B&G	\$15.98
10/6/2015	MAC EQUIPMENT INC	LOVELAND	GF-MC CHAIN RAPID MICRO-B&G	\$56.66
10/8/2015	ARCO CONCRETE INC	303-6592800	GF-CONCRETE PRODUCTS-B&G	\$350.00
10/9/2015	SAFeway STORE 00010454	FT LUPTON	GF-DONUTS-B&G	\$6.99
10/9/2015	SAFeway STORE 00010454	FT LUPTON	GF-MISC CHG-B&G	\$0.27
10/12/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-BIT,SAW TAPE-B&G	\$38.46
10/14/2015	THE HOME DEPOT #1547	BRIGHTON	GF-7/16X12AIRBO-B&G	\$14.97
10/14/2015	THE HOME DEPOT #1547	BRIGHTON	GF-1/2X12AIRBOX-B&G	\$15.97
10/14/2015	THE HOME DEPOT #1547	BRIGHTON	GF-1/2 BO BIT-B&G	\$12.98
10/14/2015	FARM & HOME LUMBER	HUDSON	GF-REBAR,FASTENERS,WOOD-B&G	\$240.63
10/14/2015	FARM & HOME LUMBER	HUDSON	GF-WOOD,FLAT STEEL-B&G	\$538.68
10/14/2015	MAC EQUIPMENT INC	LOVELAND	GF-MOWER REPAIR-B&G	\$62.10

Purchase Cards Transactions October 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
10/16/2015	SQ *BG'S JAPANESE D	877-417-4551	GF-EMPLOYEES OVERALL,JACKET/JENKINS-B&G	\$222.00
10/19/2015	FARM & HOME LUMBER	HUDSON	GF-RETURN ITEM/	-\$34.51
10/27/2015	BLUELINE RENTAL #400	LONGMONT	GF-COMPRESSOR RENTAL-B&G	\$466.32
10/27/2015	SEARS ROEBUCK 1831	THORNTON	GF-LEFT SWEEPER CM-B&G	\$279.99
10/28/2015	MAC EQUIPMENT INC	LOVELAND	GF-KILL SWITCH REPAIR-B&G	\$62.10
			GF-BLOWER/VAC-B&G	\$223.96
9/29/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTENERS-B&G	\$0.48
9/29/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-PAINT SUPPLIES-B&G	\$51.55
10/5/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-SUN SCREEN,RISER,ELBOW PART-B&G	\$8.44
10/5/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-PEST BAIT,ORANGE STANDARD-B&G	\$41.18
10/5/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-DUCT TAPE,TREE WRAP-B&G	\$36.33
10/7/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTENERS-B&G	\$2.40
10/9/2015	LONGS PEAK EQUIP CO	LONGMONT	GF-GREASE,PLUS50-B&G	\$95.94
10/13/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-ORANGE STANDARD-B&G	\$10.38
10/15/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-NOPPLE,BUSHING,COUPLE-B&G	\$11.46
10/17/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-FRIED CHICKEN/COMM SVCS WORKERS-B&G	\$6.99
10/17/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-DRINK TEA/COMM SVCS WORKERS-B&G	\$0.99
10/17/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-DRINK TEA/COMM SVCS WORKERS-B&G	\$1.49
10/21/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-WIPER BLADE-B&G	\$30.38
10/21/2015	GREASE MONKEY #937	FT. LUPTON	GF-OIL CHANGE/CHEV SILV-B&G	\$43.25
10/22/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTENERS,DRILL BITS-B&G	\$162.86
10/23/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTENERS-B&G	\$25.52
10/2/2015	STAPLES DIRECT	800-3333330	CPR-FOLGERS COFFEE	\$159.95
			CPR-COPY PAPER,STAPLES	\$114.45
10/2/2015	DACONO DISCOUNT GROCER	DACONO	CPR-NON-FOOD ITEMS	\$21.78
10/5/2015	HOBBY-LOBBY #0034	LONGMONT	CPR-HALLOWEEN ITEMS	\$11.96
10/5/2015	STAPLES 00114348	LONGMONT	REC-FINE MARKERS	\$15.99
10/10/2015	PROFLOWERS.COM	888-373-7437	CPR-FLOWERS ARRANGEMENT	\$99.00
10/13/2015	SAMS CLUB #4745	THORNTON	REC-BATTERIES	\$31.96
			REC-MUFFINS	\$25.65
10/15/2015	STAMPS.COM	855-608-2677	REC-POSTAGE SERVICE	\$17.99
10/21/2015	SAMSCLUB #4745	THORTON	CPR-CREAMER,SUGAR	\$18.61
			REC-PLAYTIME	\$19.96
			REC-MUFFINS	\$46.17
10/1/2015	WM SUPERCENTER #1659	BRIGHTON	REC-STAPLES,SHT PROT,SHARPNER,HAND SANT	\$3.77
			REC-DIVIDERS-DAY CAMP	\$7.24
10/6/2015	ORIENTAL TRADING CO	800-228-0475	REC-PLAYGROUND BALLS-PRESCHOOL	\$33.99
10/6/2015	ORIENTAL TRADING CO	800-228-0475	REC-ALPHABET BEAN BAGS-PRESCHOOL	\$21.99
10/6/2015	ORIENTAL TRADING CO	800-228-0475	REC-CANVAS DRAWSTRING BACKPACK-PRESCHOO	\$20.99
10/7/2015	WM SUPERCENTER #1659	BRIGHTON	REC-COOKIES-PRESCHOOL	\$27.88
			REC-STAPLERS	\$14.84
			REC-STERO,CORNSTARCH-TEENS	\$21.64
10/9/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-PARTNER GIFT CARD-TEENS	\$30.00
10/9/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-PARTNER GIFT CARD-TEENS	\$50.00

Purchase Cards Transactions October 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
10/12/2015	WAL-MART #1659	BRIGHTON	REC-BINDERS,CARDS	\$26.54
10/20/2015	WRISTBANDEXPRESSCOM	02627455885	REC-ACTIVITY WRISTBANDS	\$135.60
10/20/2015	DACONO DISCOUNT GROCER	DACONO	REC-FOOD STAMPS-PRE-SCHOOL	\$16.88
10/25/2015	WAL-MART #1659	BRIGHTON	REC-STAPLER,DIVIDERS,SHARPENER-	\$22.84
			REC-HAND SANTZ	\$1.94
10/27/2015	IN *ZOO-PHONICS INC	209-9625030	REC-ZOO ACTIVITIES-PRE-SCHOOL	\$102.14
9/30/2015	FACEBOOK RQHDR7NF22	650-6187714	GOLF-FACEBOOK AD	\$23.64
10/2/2015	ROCK BOTTOM WESTMINSTE	WESTMINSTER	GOLF-2 KEGS BEERS/GOLFTOBERFEST	\$263.90
10/3/2015	ECHO BREWING CASK & BA	ERIE	GOLF-BOTTLED BEER	\$138.32
10/5/2015	COLORADO SECTION OF TH	303-681-0742	GOLF-FALL PGA MEETING	\$35.00
10/12/2015	TRACTOR SUPPLY CO #178	BRIGHTON	GOLF-HARROW DRAG	\$499.99
10/22/2015	R AND L TIRES LLC	FORT LUPTON	GOLF-TIRE REPAIR	\$25.00
10/6/2015	PRIORITY RESEARCH	LUTZ	CPR-COACHES RESEARCH-ATHLETIC	\$23.85
10/6/2015	HAINAN DRAGON INC	FORT LUPTON	CPR-LUNCH MEETING-ATHLETIC	\$10.74
10/15/2015	SKYWALK DELI	BRECKENRIDGE	REC-CONF LUNCH	\$16.45
10/15/2015	HIGH MTN TAXI 9	ASPEN	REC-TRANSPORTATION	\$20.41
10/16/2015	SKYWALK DELI	BRECKENRIDGE	REC-CONF LUNCH	\$11.30
10/2/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-SOCKET-B&G	\$8.99
10/2/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-HYDRO OIL-B&G	\$15.99
10/7/2015	FASTENAL COMPANY01	FORT LUPTON	GF-MISC ADJ-B&G	-\$27.98
10/7/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-CRAYON,PADLOCK-B&G	\$14.28
10/7/2015	FASTENAL COMPANY01	FORT LUPTON	GF-YELLOWZINCFINISHHEXCAPS-B&G	\$20.13
10/7/2015	FASTENAL COMPANY01	FORT LUPTON	GF-HARDENEDYELLOWZINCFINI-B&G	\$4.35
10/7/2015	FASTENAL COMPANY01	FORT LUPTON	GF-YELLOWZINCFINISHGRADE8FINI-B&G	\$3.50
10/7/2015	FASTENAL COMPANY01	FORT LUPTON	GF-STEELBENTANCHORBOLTWITHAS-B&G	\$19.00
9/30/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-PAINT SUPPLIES-B&G	\$18.56
10/2/2015	FT LUPTON 66	FORT LUPTON	GF-UNL MID-88/89OC-B&G	\$28.47
10/5/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-TREE WRAP-B&G	\$17.96
10/6/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-TREE WRAP-B&G	\$17.96
10/7/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-BRACKETS,FASTENERS-B&G	\$37.31
10/8/2015	FT LUPTON 66	FORT LUPTON	GF-UNL MID-88/89OC-B&G	\$14.04
10/13/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-PAINT SUPPLIES-B&G	\$42.52
10/14/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-GLOVES-B&G	\$11.99
10/20/2015	FT LUPTON 66	FORT LUPTON	GF-UNL MID-88/89OC-B&G	\$11.19
10/20/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-JOBES TREE STAKS-B&G	\$26.45
10/20/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-JOBES TREE STAKS-B&G	\$26.45
10/20/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-MINI BULB-B&G	\$3.59
10/22/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-AIR FILTER,PLUG/MOWER-B&G	\$17.48
10/23/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-RAIL TOP-B&G	\$9.16
10/28/2015	R AND L TIRES LLC	FORT LUPTON	GF-TIRE REPAIR-B&G	\$39.00
9/30/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-CHICKEN WINGS	\$7.92
9/30/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-CHICKEN WINGS	\$8.00
10/7/2015	KING SOOPERS #0035	DENVER	GOLF-CHICKEN WINGS,SALT	\$51.29
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-HEAVY WHIPPING CREAM (36% MF)	\$5.59

Purchase Cards Transactions October 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-DICED CORE TOMATO	\$4.36
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-REDUCED FAT MILK	\$0.99
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD CHG	\$1.00
10/9/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-RED ONIONS	\$2.44
10/9/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-ONION	\$4.49
10/9/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-FAMILY TOMATO SAUCE	\$4.98
10/9/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-DICED FAMILY TOMATO	\$14.64
10/9/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-PREMIUM HERBS & SPICES	\$3.79
10/9/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD CHG	\$4.38
10/11/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-LEMONS	\$3.56
10/11/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-HOME CRACKERS	\$5.97
10/11/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD CHG	\$1.50
10/14/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-LIMES	\$1.98
10/14/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-LEMONS	\$2.67
10/14/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-FROZEN PREPARED SNACK FOODS	\$11.49
10/14/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-WHIPPING CREAM	\$5.59
10/14/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-CORN STARCH	\$1.79
10/14/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-APPETIZERS FROZEN SNACK	\$9.99
10/14/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD CHG	\$0.02
10/16/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-SANDWICH BREAD	\$5.37
10/16/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-SANDWICH BREAD	\$2.08
10/16/2015	SANTIAGOS MEXICAN REST	FORT LUPTON	GOLF-MEXICAN FOOD ITEMS	\$17.10
10/17/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-LUNCH BAGS	\$2.49
10/17/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-SALTY BAGGED SNACKES	\$12.98
10/17/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD CHG	\$2.00
10/17/2015	AJ DISCOUNT LIQUORS	FT. LUPTON	GOLF-CANNED BEER	\$83.75
10/27/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-CHICKEN	\$3.98
10/27/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-GROUND BEEF	\$11.12
10/27/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD CHG	\$9.86
10/28/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-GREEN LEAF LETTUCE	\$1.98
10/28/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC CHG	\$0.07
9/30/2015	KING SOOPERS #0105	FIRESTONE	CPR-DONUTS,RASPBERRIES,CREAMER-SENIORS	\$16.46
10/2/2015	WYNKOOP BREWING COMPAN	DENVER	CPR-SENIOR ACTIVITY-SENIORS	\$30.00
10/7/2015	FAMILY DOLLAR #5949	FORT LUPTON	CPR-APPLE DAY ITEMS-SENIORS	\$21.87
10/7/2015	61172 - ROCKIES WEST L	DENVER	CPR-PARKING/ROCKIES-SENIORS	\$12.00
10/7/2015	61172 - ROCKIES WEST L	DENVER	CPR-PARKING/ROCKIES-SENIORS	\$12.00
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-PUMPKINS/APPLE DAYS-SENIORS	\$1.99
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-GIFT CARD/BINGO PRIZES-SENIORS	\$20.00
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-HALLOWEEN CANDY-SENIORS	\$1.01
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-TAKE HOME CANDY-SENIORS	\$3.01
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-GIFT PACKAGING EVERYDAY-SENIORS	\$1.49
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-GIFT CARD-SENIORS	\$30.00
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-GIFT PACKAGING EVERYDAY-SENIORS	\$1.49
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-FALL DECO-SENIORS	\$0.99

Purchase Cards Transactions October 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
10/8/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-MISC CHG-SENIORS	\$4.23
10/8/2015	KING SOOPERS #0105	FIRESTONE	CPR-APPLE CIDER,SUGAR-SENIORS	\$34.32
10/14/2015	BDT STAGE	BOULDER	CPR-SENIOR ACTIVITY-SENIORS	\$484.00
10/14/2015	KING SOOPERS #0105	FIRESTONE	CPR-DONUTS,STRAWBERRIES-SENIORS	\$14.97
10/16/2015	MICHAELS STORES 6718	LONGMONT	REC-FACE PAINT,LTR PADS/HAY RIDE	\$15.68
10/21/2015	KING SOOPERS #0105	FIRESTONE	CPR-DONUTS,FRUIT-SENIORS	\$16.91
10/22/2015	WM SUPERCENTER #1659	BRIGHTON	REC-FOG SOL,FLASHLIGHTS,KNIFE/HAY RIDE	\$70.21
10/22/2015	DICK'SCLOTHING&SPORTIN	LONGMONT	REC-SHORELINEA/HAY RIDE	\$32.46
10/23/2015	LITTLE CAESARS PIZZA	FORT LUPTON	REC-PIZZA FOR VOLUNTEERS/HAY RIDE	\$48.30
10/27/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-GIFT CARD	\$40.00
10/27/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-PACKAGED CARD	\$4.99
10/27/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-INDIVIDUAL CARD	\$0.99
10/27/2015	EB 4TH ANNUAL CREATE	8014137200	REC-CREATE OUR FUTURE CONF	\$50.00
10/27/2015	OFFICEMAX/OFFICEDEPOT6	THORNTON	REC-FILE,CARD,COV VIP,2.25X4,BLACK	\$8.25
10/27/2015	OFFICEMAX/OFFICEDEPOT6	THORNTON	REC-PORTFOLIO,2POCKET,ASST COLORS	\$1.00
10/27/2015	OFFICEMAX/OFFICEDEPOT6	THORNTON	REC-TERRIFIC TRIMMER,RNBW PLD,12PK	\$1.32
10/27/2015	OFFICEMAX/OFFICEDEPOT6	THORNTON	REC-FRONT LETTER TRAY BLACK 2PK	\$5.80
10/27/2015	OFFICEMAX/OFFICEDEPOT6	THORNTON	REC-MISC CHG	\$1.39
10/28/2015	TREX-DENVER MUSEUM	DENVER	CPR-SENIOR ACTIVITY-SENIORS	\$8.37
10/28/2015	BDT STAGE	BOULDER	CPR-DIRECTORS ADMISSION-SENIORS	\$44.00
10/28/2015	KING SOOPERS #0105	FIRESTONE	CPR-FRUIT& DONUTS-SENIORS	\$17.17
10/28/2015	ADM/SHOP DENVER MUSEUM	DENVER	CPR-IMAX ACTIVITY-SENIORS	\$55.65
10/28/2015	ADM/SHOP DENVER MUSEUM	DENVER	CPR-IMAX ACTIVITY-SENIORS	\$7.95
10/29/2015	OFFICEMAX/OFFICEDEPOT6	THORNTON	REC-CHAIR,EC600 EXEC,BLACK/GRANT	\$132.99
10/29/2015	OFFICEMAX/OFFICEDEPOT6	THORNTON	REC-MISC CHG	\$11.30
10/28/2015	FITNESSREPAIRPARTS.COM	06366342202	CPR-DONUTS,FRUIT-SENIORS	\$81.77
<b>Parks &amp; Recreation</b>				<b>\$11,026.30</b>
10/20/2015	GREAT WALL CHINESE FOO	FORT LUPTON	GF-CONSULTANT LUNCH-POLICE	\$16.79
10/21/2015	7-ELEVEN 34316	JOHNSTOWN	GF-UNL REG 86/87 OC-POLICE	\$25.03
10/24/2015	INF*PEOPLESMA.COM	888-455-2792	GF-EMPLOYEE BACKGROUND-POLICE	\$19.95
10/29/2015	MOODYS AMERICAN GRILL	GREELEY	GF-EMPLOYEE INTERVIEW-POLICE	\$62.76
10/29/2015	VILLAGE INN REST 0013	GREELEY	GF-VETERAN ADVOCMEETING-POLICE	\$41.99
10/1/2015	CMI INC	270-685-6374	GF-DISPOSABLE MOUTHPIECES-POLICE	\$78.90
10/22/2015	SANTIAGOS MEXICAN REST	FORT LUPTON	GF-ORAL BOARD LUNCH-POLICE	\$30.92
10/22/2015	AMAZON.COM	AMZN.COM/BILL	GF-PAPERPRO STANDOUT-RECORDS	\$7.34
10/31/2015	AMAZON.COM	AMZN.COM/BILL	GF-FLASH DRIVE FIRMA ZN F80 USB-RECORDS	\$59.95
9/30/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.15
10/7/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$18.94
10/12/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$14.98
10/13/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$19.57
10/20/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$19.64
10/28/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$18.49
9/29/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-KEY-COMM SVC	\$7.47
9/30/2015	DOLRTREE 4424 00044248	WESTMINSTER	GF-GARLAND,SHAPED SHEETS,PAPER-POLICE	\$7.60

Purchase Cards Transactions October 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
10/2/2015	USPS 07322203930329023	FORT LUPTON	GF-POSTAGE EVIDENCE-POLICE	\$2.94
10/5/2015	J P COOKE CO	402-3427175	GF-LICENSE TAGS-COMM SVCS	\$108.25
10/5/2015	ORIENTAL TRADING CO	800-228-0475	GF-AMERICANA BUNTING-POLICE	\$65.00
10/5/2015	USPS 07322203930329023	FORT LUPTON	GF-VEHICLE & EVIDENCE POSTAGE-POLICE	\$16.02
10/9/2015	USPS 07322203930329023	FORT LUPTON	GF-VEHICLE IMPOUND POSTAGE-POLICE	\$40.44
10/10/2015	KING SOOPERS #0101	THORNTON	GF-EVIDENCE JARS-POLICE	\$11.92
10/19/2015	USPS 07322203930329023	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	\$5.08
10/23/2015	USPS 07322203930329023	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	\$10.31
10/25/2015	WAL-MART #4567	BRIGHTON	GF-CANISTERS-POLICE	\$4.96
10/26/2015	PUBLIC AGENCY TRAINING	03178215085	GF-MANAGE PROPERTY&EVIDENCE TRAINING-COMI	\$295.00
10/27/2015	USPS 07322203930329023	FORT LUPTON	GF-POSTAGE EVIDENCE-POLICE	\$2.74
10/13/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$10.88
10/19/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$16.76
10/27/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$18.62
10/2/2015	T J EXPRESS	FORT LUPTON	GF-UNL PRM-90/91OC-POLICE	\$2.93
10/2/2015	T J EXPRESS	FORT LUPTON	GF-FUEL-POLICE	\$12.59
10/2/2015	T J EXPRESS	FORT LUPTON	GF-MISC CHG-POLICE	\$0.87
10/22/2015	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$22.05
9/29/2015	SUBWAY 03040367	GOLDEN	GF-TRAINING LUNCH-POLICE	\$7.90
9/30/2015	JIMMY JOHN'S # 1066	GOLDEN	GF-TRAINING LUNCH-POLICE	\$9.29
10/1/2015	SUBWAY 03040367	GOLDEN	GF-TRAINING LUNCH-POLICE	\$7.36
10/2/2015	QDOBA MEXICAN GRILLQPS	LAKEWOOD	GF-TRAINING LUNCH-POLICE	\$10.75
10/4/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$8.70
10/7/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$18.20
10/11/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$10.17
10/13/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$17.88
10/14/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$11.81
10/19/2015	SUBWAY 03040367	GOLDEN	GF-TRAINING LUNCH-POLICE	\$9.24
10/20/2015	JIMMY JOHN'S # 1066 -	GOLDEN	GF-TRAINING LUNCH-POLICE	\$9.25
10/22/2015	MCDONALD'S F6010	GOLDEN	GF-TRAINING LUNCH-POLICE	\$7.29
10/23/2015	WHICH WICH 150	LAKEWOOD	GF-TRAINING LUNCH-POLICE	\$9.89
10/26/2015	TOKYO JOES DENVER WEST	LAKEWOOD	GF-TRAINING LUNCH-POLICE	\$9.30
10/27/2015	DICKEYS CO-725	GOLDEN	GF-TRAINING LUNCH-POLICE	\$9.96
10/28/2015	MANNIE & BO'S PIZZERIA	GOLDEN	GF-TRAINING LUNCH-POLICE	\$6.26
10/29/2015	SUBWAY 03040367	GOLDEN	GF-TRAINING LUNCH-POLICE	\$7.36
10/22/2015	SAFEWAY FUEL 10010452	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$17.83
10/23/2015	SAFEWAY FUEL 10010452	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$27.20
10/13/2015	THE MARPA GROUP INC	02523645375	GF-STATEMENT ANALYSIS SEMINAR-POLICE	\$300.00
10/21/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-WIPER BLADE-POLICE	\$47.98
10/21/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-MISC CHG-POLICE	\$3.31
10/23/2015	SAFEWAY FUEL 10010452	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$40.00
10/2/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$20.02
10/3/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$19.42
10/9/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$19.64

Purchase Cards Transactions October 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
10/12/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$19.14
10/15/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$19.87
10/17/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$16.21
10/19/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$16.09
10/21/2015	HAINAN DRAGON INC	FORT LUPTON	GF-LUNCH MEETING-POLICE	\$34.35
10/23/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$20.02
10/26/2015	CHILI'S GREELEY	GREELEY	GF-LUNCH MEETING-POLICE	\$30.16
10/29/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.73
10/1/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$11.47
10/2/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$16.53
10/3/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.25
10/4/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$11.02
10/8/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$11.52
10/9/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$11.25
10/10/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$12.41
10/11/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$13.57
10/15/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$13.45
10/16/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$16.83
10/17/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$18.32
10/22/2015	SAFEWAY FUEL 10010452	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$19.94
10/22/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$13.16
10/24/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$19.34
10/25/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.55
10/29/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$19.79
10/7/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$17.45
10/9/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$12.54
10/11/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.23
10/16/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$17.30
10/18/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$18.68
10/22/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.72
10/23/2015	SAFEWAY FUEL 10010452	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$26.42
10/25/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$17.41
10/30/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$16.53
<b>Public Safety</b>				<b>\$2,347.09</b>
10/26/2015	CLERK AND RECORDER WEL	9703046530	GF-GIS SYSTEM USE-PLANNING	\$300.00
10/3/2015	STEAMBOAT GRAND RESORT	STEAMBOAT SPR	GF-CONF LODGING-PLANNING	\$36.00
10/17/2015	WHOLLY STROMBOLI	FORT LUPTON	GF-LUNCH MEETING-PLANNING	\$25.00
10/6/2015	PAYPAL *GISCOLORADO	4029357733	GF-MISC ITEM-PLANNING	\$50.00
10/8/2015	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-CITY ADMIN	\$31.07
10/14/2015	WHOLLY STROMBOLI	FORT LUPTON	GF-LUNCH MEETING-PLANNING	\$136.27
10/15/2015	CABLES PUB & GRILL (FO	FT MORGAN	GF-LUNCH MEETING-PLANNING	\$19.64
10/20/2015	OTTERBOX/LIFEPROOF	09704938446	GF-PHONE ACCESSORY-PLANNING	\$42.65
<b>Community Development</b>				<b>\$640.63</b>
<b>Total Purchase Cards October 2015</b>				<b>\$ 22,286.72</b>

## PURCHASE CARDS TRANSACTIONS NOVEMBER 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-EMPLOYEE CARD-LEGIST	4.99
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-GIFT CARD-LEGIST	15.00
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-GIFT CARD-LEGIST	20.00
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-GIFT CARD-LEGIST	15.00
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-EMPLOYEE CARD-LEGIST	4.69
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-MISC CHG-LEGIST	0.66
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-HAND SANTZR,INSTANT,8OZ,PUMP-ADMIN	16.35
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-FOLDER,LTR,1/3CUT,100BX,MANILA-ADMIN	14.99
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-AIRFRESHNER,FEBREZE,LINEN-ADMIN	3.59
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-INK,HP 61XL,BLACK-COURT	119.96
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-INK,HP 61XL,TRI-COLOR-COURT	95.97
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-PLANNER-FINANCE	13.99
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-HAND SANTZR,INSTANT,8OZ,PUMP-ADMIN	16.35
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-FOLDER,LTR,1/3CUT,100BX,MANILA-ADMIN	14.99
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-AIRFRESHNER,FEBREZE,LINEN-ADMIN	3.59
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-INK,HP 61XL,BLACK-COURT	119.96
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-INK,HP 61XL,TRI-COLOR-COURT	95.97
11/6/2015	OFFICE DEPOT #1080	800-463-3768	GF-PLANNER-FINANCE	13.99
11/10/2015	WM SUPERCENTER #1659	BRIGHTON	GF-KITCHEN SUPPLIES-ADMIN	27.31
11/12/2015	FORT LUPTON PACK AN	FORT LUPTON	GF-RETURN ITEM SHIPPING-ADMIN	17.45
11/13/2015	ARROW OFFICE EQUIPMENT	03034470500	GF-ASSORTED TEAS-ADMIN	7.39
11/16/2015	OFFICE DEPOT #1080	800-463-3768	GF-HAND SANTZR,RTN-ADMIN	(16.35)
11/16/2015	OFFICE DEPOT #1080	800-463-3768	GF-FOLDER,LTR,1/3CUT RTN-ADMIN	(14.99)
11/16/2015	OFFICE DEPOT #1080	800-463-3768	GF-AIRFRESHNER RTN-ADMIN	(3.59)
11/16/2015	OFFICE DEPOT #1080	800-463-3768	GF-INK,HP 61XL,BLACK RTN-ADMIN	(119.96)
11/16/2015	OFFICE DEPOT #1080	800-463-3768	GF-INK,HP 61XL,TRI-COLOR RTN-ADMIN	(95.97)
11/16/2015	OFFICE DEPOT #1080	800-463-3768	GF-PLANNER,RUE,8X10,RTN-ADMIN	(13.99)
11/19/2015	VISTAPR*VISTAPRINT.COM	866-8936743	GF-BUSN CARDS/CROSS-LEGIST	19.39
11/19/2015	ARROW OFFICE EQUIPMENT	03034470500	GF-ASSORTED TEAS-LEGIST	10.50
11/19/2015	OFFICE DEPOT #1080	800-463-3768	GF-FEBREEZE,MEADOWS & RAIN-ADMIN	3.28
11/19/2015	OFFICE DEPOT #1080	800-463-3768	GF-FEBREEZE,MEADOWS & RAIN-ADMIN	3.28
			<b>TOTAL CLERK/ADMIN</b>	<b>\$ 413.79</b>
11/4/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CEM-PLIERS,BUSHINGS,SEALER	89.92
11/5/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CEM-TOTE,BAIT STATION	43.97
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-C7 BULB-CLR-STREETS	107.28
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-2X10-16 GDF-STREETS	17.72
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-2X10-16 GDF-STREETS	17.72
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-2X10-16 GDF-STREETS	17.72
11/19/2015	ACE HARDWARE OF FORT L	FORT LUPTON	UF-WRENCH,SOCKET,MARK PAINT-WATERLINE	15.82
			UF-WRENCH,SOCKET,MARK PAINT-SEWERLINE	15.82
			GF-WRENCH,SOCKET,MARK PAINT-STREETS	15.81
11/17/2015	AMAZON.COM	AMZN.COM/BILL	UF-RIDGID 37967 FOOT SWITCH-SEWERLINE	36.65
11/17/2015	AMAZON.COM	AMZN.COM/BILL	UF-SHIPPING-SEWERLINE	5.01
11/23/2015	AMAZON.COM	AMZN.COM/BILL	CEM-B&S 794572 CARBURETOR	34.20
			GF-B&S 794572 CARBURETOR-STREETS	34.20
11/23/2015	AMAZON.COM	AMZN.COM/BILL	CEM-SHIPPING CARBURETOR	9.87
			GF-SHIPPING CARBURETOR-STREETS	9.87
11/26/2015	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	UF-DORMAN 76872 HEAD LAMP KNOB-WATERLINE	9.96
11/26/2015	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	UF-SHIPPING HEAD LAMP-WATERLINE	6.52
11/2/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-HOSES,WALL REEL-SHOP	79.98
11/3/2015	ACE HARDWARE OF FORT L	FORT LUPTON	UF-HOSES,SPRINKLER PARTS-WATERLINE	59.84
11/12/2015	ACE HARDWARE OF FORT L	FORT LUPTON	UF-DUCT TAPE,COUPLING-WATERLINE	24.94
11/16/2015	OREILLY AUTO 00044891	FORT LUPTON	UF-MICRO2 FUSES-WATERLINE	4.99
11/2/2015	FASTENAL COMPANY01	FORT LUPTON	GF-NEHIVISORANGE388OZPETMESH2S-SHOP	14.99

## PURCHASE CARDS TRANSACTIONS NOVEMBER 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
11/6/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-RULE TAPE,MARK PAINT-STREETS	26.97
11/10/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FRESHENER,CHRISTMAS LIGHTS-STREETS	10.68
11/11/2015	OREILLY AUTO 00044891	FORT LUPTON	UF-WIPER BLADE RTN-WATERLINE	(25.98)
11/11/2015	OREILLY AUTO 00044891	FORT LUPTON	UF-WINTER BLADE-WATERLINE	16.72
11/11/2015	OREILLY AUTO 00044891	FORT LUPTON	UF-WIPER BLADE-WATERLINE	25.98
11/12/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-CLAMPS-STREET	19.92
11/13/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-SAVER LITE-SHOP	9.99
11/19/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-CHRISTMAS LIGHTS&INSTALL PARTS-STREETS	55.74
11/19/2015	CUSTOM IMAGING	FORT LUPTON	GF-REPAIR HOLIDAY BANNERS-STREET	15.00
11/20/2015	T J EXPRESS	FORT LUPTON	GF-UNL REG 86/87 OC-STREETS	19.41
11/25/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-WALL CHARGER-STREETS	8.00
11/25/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-STREETS	50.41
11/20/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CEM-VELCRO,SPANNER	5.48
11/24/2015	ACE HARDWARE OF FORT L	FORT LUPTON	UF-CYCLE OIL-SEWERLINE	8.30
			GF-CYCLE OIL-STREETS	8.30
			UF-CYCLE OIL-WATERLINE	8.30
11/5/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-SHOVELS-STREETS	19.98
11/11/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-STREETS	50.27
11/16/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-GARDEN SPRAYER	13.99
			<b>TOTAL PUBLIC WORKS</b>	<b>\$ 1,020.26</b>
11/3/2015	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GF-SILICON POWER 32 GB JEWEL J80, PACK-IT	104.99
11/10/2015	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GF-OTTERBOX DEFENDER SERIES CASE-SHOP	28.87
11/12/2015	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GF-GIGASTONE 16GB C10 U1 TO 48 MB/S-IT	8.95
11/14/2015	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GF-COMPUTER BAG-HR	22.99
11/19/2015	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GF-LOGITECH WIRELESS MOUSE-HR	20.88
11/20/2015	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GF-LOGITECH WIRELESS COMBO MK520-IT	174.95
11/20/2015	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GF-VIEWSONIC VX2452MH 24-INCH LED-IT	295.76
11/21/2015	AMAZON.COM	AMZN.COM/BILL	REC-TP-LINK TL-WR841N WIRELESS N300 HOM-IT	16.65
11/21/2015	AMAZON.COM	AMZN.COM/BILL	REC-TP-LINK N300 WI-FI RANGE EXTENDER W-IT	33.33
11/24/2015	SEP SOFTWARE CORPORATI	03034490100	GF-LICENSE FOR TIMECLOCK BACKUP-IT	250.00
11/10/2015	CORNER STORE 0697	LA SALLE	GF-UNL PRM-90/91OC-LEGIST	60.18
11/16/2015	TIME PARK LOT 15	DENVER	GF-PARKING-LEGIST	14.00
			<b>TOTAL CITY ADMIN/MAYOR</b>	<b>\$ 1,031.55</b>
11/16/2015	PAYPAL *CAMCA	4029357733	GF-CLASS TRAINING-COURT	134.00
11/20/2015	PAYPAL *CAMCA	4029357733	GF-DROPPED TRAINING-COURT	(134.00)
			<b>TOTAL COURT</b>	<b>\$ -</b>
11/6/2015	R AND M SERVICES LLC	FT. LUPTON	GF-INSTALL NEW TIRES/4-B&G	742.00
11/12/2015	HOMEDEPOT.COM	800-430-3376	GF-ELECT AIR COMPRESSOR-B&G	1,449.00
11/24/2015	PETE'S PLACE	FREDERICK	GF-16TH ST GRANT LUNCH-B&G	30.00
11/25/2015	RAIN BIRD TRAINING SVC	05204346229	GF-IRRIGATION COURSES-B&G	1,088.90
11/17/2015	ROCKY RIVER BAR & GRIL	LOVELAND	GF-LUNCH AT CGFOA-FINANCE	31.57
11/17/2015	ROCKY RIVER BAR & GRIL	LOVELAND	GF-LUNCH AT CGFOA-FINANCE	33.20
			<b>TOTAL FINANCE</b>	<b>\$ 3,374.67</b>
11/1/2015	INDEED	203-564-2400	GF-JOB ADS-HR	408.98
11/16/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-COOKIES-HR	5.00
11/16/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-COOKIES-HR	5.00
11/16/2015	SAFEWAY STORE 00010454	FT LUPTON	GF-MISC FOOD CHG-HR	0.40
			<b>TOTAL HR/ADMIN</b>	<b>\$ 419.38</b>
11/2/2015	LATHEM TIME CORPORATIO	404-6910400	CPR-LATHEM BADGES/PROG UPDATES	848.00
11/3/2015	DS SERVICES STANDARD C	800-4928377	REC-KEURIG RENTAL	29.85
11/17/2015	KING SOOPERS #0105	FIRESTONE	CPR-SENIOR LUNCHEON	97.97
11/19/2015	CARBON VALLEY FLORIST	03038334100	CPR-DISH GARDEN/EMPLOYEE	52.15
11/20/2015	CHICK-FIL-A #02061	THORNTON	CPR-SENIOR LUNCHEON	158.00
11/20/2015	KING SOOPERS #0105	FIRESTONE	CPR-SENIOR LUNCHEON	77.26

## PURCHASE CARDS TRANSACTIONS NOVEMBER 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
11/13/2015	FORT LUPTON PACK AN	FORT LUPTON	CPR-MISC SUPPLIES-MUSEUM	127.10
11/15/2015	WWW.VISTAPRINT.COM	866-8593406	CPR-BANNER-MUSEUM	56.24
11/4/2015	AMAZON.COM	AMZN.COM/BILL	REC-MESSAGE BOARD	71.09
11/6/2015	ACE HARDWARE OF FORT L	FORT LUPTON	REC-DRY ERASE MARKERS	9.98
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-NAPKINS	3.98
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-CIUPS	5.99
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-TABLE TOP	3.58
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-PLATES	6.38
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-DESSERT CAKES	20.99
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-BALLOON BOUQUETS	17.88
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-DISOCUNT	(22.80)
11/9/2015	WM SUPERCENTER #1659	BRIGHTON	REC-DESKPAD,BOARD,MARKERS	27.83
11/10/2015	ARC*SERVICES/TRAINING	800-733-2767	REC-REDCROSS TRAINING	27.00
11/2/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-CONDUIT,CLAMP	15.95
11/3/2015	ACE HARDWARE OF FORT L	FORT LUPTON	REC-DRAIN LEANER	22.99
11/3/2015	1000BULBS.COM	800-624-4488	REC-PL-T XEW 42W/841/4P ALT	40.00
11/3/2015	1000BULBS.COM	800-624-4488	REC-PLC 26W/835/4P/ALTO G24Q3	139.68
11/3/2015	1000BULBS.COM	800-624-4488	REC-2 LMP F32T8 BALLAST INS S	53.94
11/3/2015	1000BULBS.COM	800-624-4488	REC-CF18DD/E/841 - 18 WATT%	13.02
11/3/2015	1000BULBS.COM	800-624-4488	REC-SYLVANIA FLUOR BALLAST 120/	39.60
11/3/2015	1000BULBS.COM	800-624-4488	REC-F32T8/4LP/120-277V	43.48
11/3/2015	1000BULBS.COM	800-624-4488	REC-MISC CHG	20.41
11/9/2015	STANCHION WORLD	727-954-4354	GF-PLASTIC STANCHION&CHAIN-B&G	170.51
11/9/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-PREEN WEED	11.89
11/10/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-SEALANT	1.99
11/10/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-KEYS-B&G	4.98
11/18/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-CASTERS-B&G	13.96
11/18/2015	ACE HARDWARE OF FORT L	FORT LUPTON	REC-MARKING PAINT	14.98
11/19/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-FASTERNERS-MUSEUM	8.36
11/19/2015	ACE HARDWARE OF FORT L	FORT LUPTON	REC-STUD FINDER, BATTERY	24.98
11/20/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-LED CHRISTMAS LIGHTS	15.99
11/23/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-CLOTH,OLD ENG,CLIP BOX	35.95
11/23/2015	CITY ELECTRIC SUPPLY#4	BRIGHTON	GOLF-GLASS REFRACTOR	573.17
11/24/2015	THE CHICAGO FAUCET SHO	800-9698625	REC-FAUCET	102.00
11/24/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-BULB-B&G	9.99
11/25/2015	THE HOME DEPOT #1547	BRIGHTON	GF-54UNIVPAS-B&G	79.97
11/25/2015	THE HOME DEPOT #1547	BRIGHTON	GF-POULTRY NET-B&G	26.00
11/25/2015	THE HOME DEPOT #1547	BRIGHTON	GF-SDS HAMMER-B&G	239.00
11/25/2015	THE HOME DEPOT #1547	BRIGHTON	GF-WIREGALV18-B&G	4.88
11/25/2015	THE HOME DEPOT #1547	BRIGHTON	GF-BOSCH BIT-B&G	8.27
11/25/2015	THE HOME DEPOT #1547	BRIGHTON	GF-CHISEL-B&G	29.97
11/25/2015	CUSTOM IMAGING	FORT LUPTON	CPR-BLACK LETTERS BANNERS	10.00
11/25/2015	RAIN BIRD TRAINING SVC	05204346229	GF-IRRIGATION COURSES-B&G	403.10
11/3/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-BULB&RECP-B&G	29.98
11/3/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-WIPER FLD-B&G	13.47
11/3/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-BATT TERM-B&G	5.69
11/3/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-BATT TERM-B&G	5.69
11/3/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-TIRE GAUGE-B&G	7.71
11/3/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-MINI BULB-B&G	2.99
11/3/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-ICE CHISEL T-B&G	10.99
11/3/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-ICE CHISEL T-B&G	10.99
11/4/2015	BATTERY PLEX INC	954-2478798	REC-REPLACE BATTERY	101.88
11/4/2015	ACE HARDWARE OF FORT L	FORT LUPTON	REC-DRAIN CLEANER,SNOW PUSHER	62.97
11/11/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-WIDE TRACK MACH,CARPET CLNER,WIPES-B&G	82.95

## PURCHASE CARDS TRANSACTIONS NOVEMBER 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
11/12/2015	CITY ELECTRIC SUPPLY#4	BRIGHTON	GOLF-GE LAMP RE/PLACE	199.50
11/16/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTNERS,SCREWS,BITS,SHELF,ROD-B&G	58.50
11/17/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTERNERS,ROD-B&G	7.53
11/18/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-FOLDING TREE STAND	9.99
11/19/2015	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-HAMMER,LINK CHAIN,COIL-MUSEUM	44.02
11/24/2015	WW GRAINGER	877-2022594	REC-POWER CORD,5-15P	67.42
11/25/2015	ACE HARDWARE OF FORT L	FORT LUPTON	REC-LAMPHOLDER,BULB CHANGER	17.99
11/2/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-WOOD STUDS/VBALL COURT-B&G	4.99
11/3/2015	FARM & HOME LUMBER	HUDSON	GF-MEND PLATES,NAILS/VBALL CT-B&G	135.90
11/4/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-BUSHINGS,PLUGS-B&G	6.07
11/4/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-PLYWOOD/VBALL COURT-B&G	209.93
11/9/2015	ONE CLEAR CHOICE GARAG	DENVER	GF-SVCS CALL/GARAGE DOOR-B&G	628.00
11/12/2015	FARM & HOME LUMBER	HUDSON	GF-TAX REFUND-B&G	(34.51)
11/12/2015	RENEWABLE FIBER INC	FORT LUPTON	GF-PLAY GROUND CHOPS-B&G	690.32
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-WNTRLEATXL-B&G	11.88
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-WNTRLEATXL-B&G	11.88
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-WNTRLEATXL-B&G	11.88
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-WNTRLEATXL-B&G	11.88
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-150L LED SET-B&G	22.98
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-150L LED SET-B&G	22.98
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-150L LED SET-B&G	22.98
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-150L LED SET-B&G	22.98
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-150L LED SET-B&G	22.98
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-150L LED SET-B&G	22.98
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-150L LED SET-B&G	22.98
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-150L LED SET-B&G	22.98
11/13/2015	THE HOME DEPOT #1547	BRIGHTON	GF-150L LED SET-B&G	22.98
11/16/2015	B & G EQUIPMENT INC	09703522288	GF-TRACTOR REPAIRS-B&G	912.74
11/16/2015	B & G EQUIPMENT INC	09703522288	GF-TRACTOR REPAIRS-B&G	45.64
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-FASTENERS/VBALL CT-B&G	7.98
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-10' PT RT/VBALL CT-B&G	10.97
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-10' PT RT/VBALL CT-B&G	10.97
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-10' PT RT/VBALL CT-B&G	10.97
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-10' PT RT/VBALL CT-B&G	10.97
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-10' PT RT/VBALL CT-B&G	10.97
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-10' PT RT/VBALL CT-B&G	10.97
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-POLY SHEET/VBALL CT-B&G	24.98
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-RATCHET-B&G	15.97
11/19/2015	THE HOME DEPOT #1547	BRIGHTON	GF-10' PT RT-B&G	10.57
11/19/2015	THE HOME DEPOT #1547	BRIGHTON	GF-10' PT RT-B&G	10.57
11/19/2015	THE HOME DEPOT #1547	BRIGHTON	GF-10' PT RT-B&G	10.57
11/19/2015	THE HOME DEPOT #1547	BRIGHTON	GF-10' PT RT-B&G	10.57
11/19/2015	THE HOME DEPOT #1547	BRIGHTON	GF-LEVEL-B&G	4.97
11/19/2015	THE HOME DEPOT #1547	BRIGHTON	GF-LEVEL SET-B&G	2.93
11/24/2015	IN *BRIGHTLINE DISTRIB	954-5884405	GF-REPELL SPRAY,CLIP LIGHT,FLASHLIGHT-B&G	279.68
11/3/2015	BLUELINE RENTAL #400	LONGMONT	GF-RENT AIR COMPRESSOR-B&G	98.60
11/12/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-PAINT,PIPE,PAIL LID,BUCKET-B&G	35.90
11/12/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-OIL FILTER/MOWER REPAIR-B&G	5.48
11/12/2015	CARQUEST 3908	FORT LUPTON	GF-OIL,AIR FILTERS/MOWER REPAIR-B&G	82.74
11/12/2015	CARQUEST 3908	FORT LUPTON	GF-AIR FILTERS/MOWER REPAIR-B&G	25.24
11/16/2015	LONGS PEAK EQUIP CO	LONGMONT	GF-OIL,AIR FILTERS/MOWER REPAIR-B&G	123.53
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GF-18V CHARGER-B&G	74.00
11/19/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-SPRINKLER PARTS-B&G	14.27
11/19/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-STAKES,SHARPIES-B&G	16.06
11/20/2015	K & K SURPLUS	COMMERCE CITY	GF-HORSESHOE STAKES-B&G	57.45

## PURCHASE CARDS TRANSACTIONS NOVEMBER 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
11/20/2015	R AND M SERVICES LLC	FT. LUPTON	GF-F350 REPAIR-B&G	16.00
11/20/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-DRILL BIT-B&G	12.99
11/23/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-MARKING PAINT-B&G	14.98
11/24/2015	CARQUEST 3908	FORT LUPTON	GF-MARKER LIGHT,LAMPS-B&G	26.15
11/3/2015	OREGON LAMINATIONS COM	PORTLAND	REC-LAMINATIONS CARRIER	20.45
11/9/2015	SAMSClub #4745	THORNTON	REC-TISSUE,CUPS	18.96
			REC-MUFFINS	35.91
			CPR-CUPS,TRANS-SENIORS	27.72
11/9/2015	STAPLES 00114496	WESTMINSTER	REC-STAPLES,OFFICE SUPPLIES	49.42
			REC-KCUPS,COFFEE	34.36
11/15/2015	STAMPS.COM	855-608-2677	CPR-POSTAGE	17.99
11/19/2015	WAL-MART #0980	GREELEY	CPR-PITCHERS	10.42
11/23/2015	SAMSClub #4745	THORNTON	CPR-CREAMER,SUGAR	18.95
			REC-MUFFINS,FILM	52.02
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-COOKIES	2.29
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-COOKIES	3.99
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-COOKIES	3.99
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-GIFT CARD	15.00
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	REC-GIFT CARD	30.00
11/22/2015	OFFICE DEPOT #2720	BRIGHTON	REC-HOLDER,PAPER CLIP,MESH,BLACK	5.98
11/22/2015	OFFICE DEPOT #2720	BRIGHTON	REC-HOLDER,BUSINESS CARD	2.79
11/22/2015	OFFICE DEPOT #2720	BRIGHTON	REC-DSKPAD,LACEY,17X11,RY16	15.89
10/31/2015	FACEBOOK 925N48NE22	650-6187714	GOLF-FACEBOOK AD	36.36
11/19/2015	VISTAPR*VISTAPRINT.COM	866-8938743	GOLF-BROCHURE	62.49
11/29/2015	B.J'S.COM #0549	800-257-2582	GOLF-VIZIOSMART LED HDTV	697.99
11/7/2015	AMAZON.COM	AMZN.COM/BILL	GOLF-BOSCH 1617EVSPK 12 AMP 2-1/4-HORSEP	219.00
11/7/2015	AMAZON.COM	AMZN.COM/BILL	GOLF-DEWALT DW715 15-AMP 12-INCH SINGLE-	249.00
11/7/2015	AMAZON.COM	AMZN.COM/BILL	GOLF-BOSCH RA1171 CABINET STYLE ROUTER T	144.99
11/9/2015	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GOLF-SQUARETRADE 2-YEAR HOME IMPROVEMENT	10.03
11/9/2015	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GOLF-SKIL 3320-01 3.2 AMP 10-INCH DRILL	106.59
11/11/2015	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GOLF-PREMIUM STEEL 6 TON, 12,000 LBS HYD	119.99
11/12/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-10' PT RT WS	107.47
11/12/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-8' PT RT	7.77
11/12/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-4X4-8 GDF	9.72
11/12/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-ROUTERBITS	49.97
11/12/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-ROUTER BIT	29.97
11/12/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-5# DECKSCREW	29.98
11/12/2015	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GOLF-WEN 6502 4 X 36-INCH BELT WITH 6-IN	109.99
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-2X4-10 KD DF	8.36
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-2X6-12 KD DF	29.92
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-8' PT RT	194.25
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-15/32 OSB	12.15
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-60# CONCRETE	312.39
11/18/2015	THE HOME DEPOT #1547	BRIGHTON	GOLF-MISC DELIVERY	96.55
11/20/2015	ROCKY MOUNTAIN REGIONA	303-770-2220	GOLF-RMRTA CONFERENCE	625.00
10/30/2015	R AND L TIRES LLC	FORT LUPTON	GF-TRACTOR TIRE REPAIR-B&G	15.00
11/2/2015	R AND L TIRES LLC	FORT LUPTON	GF-TRAILOR REPAIR-B&G	10.00
11/2/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-MISC SUPPLIES-B&G	2.40
11/2/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTENERS,WOOD STUDS/VBALL CT-B&G	24.64
11/3/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-ROOF NAILS/VBALL CT-B&G	2.99
11/6/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-CHRISTMAS LIGHTS-B&G	79.95
11/19/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-HOSE-B&G	3.99
11/24/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTENERS-B&G	1.40
11/24/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTENERS-B&G	1.60

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Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
11/3/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTENERS-B&G	3.40
11/18/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-CHRISTMAS LIGHTS,DUCT TAPE-B&G	98.43
11/23/2015	ACE HARDWARE OF FORT L	FORT LUPTON	GF-ANTI-FREEZE,SNOWBRUSH-B&G	57.95
11/3/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-UNBRANDED GROUND BEEF	12.53
11/3/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC CHG	0.50
11/4/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-RED ONIONS	3.34
11/4/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-HOTHOUSE ROUND	5.87
11/4/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-TEXAS TOAST, BREAKFAST BREADS	3.38
11/4/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD CHG	0.60
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-SHREDS CHEESE	4.99
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-SHREDS CHEESE	7.99
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-SHREDS CHEESE	7.99
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-BROWN MUSHROOMS	8.97
11/7/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-RED SAUCE SHELF STABLE PASTA & IZZ	23.96
11/8/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-ROMAINE LETTUCE	5.94
11/8/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-BREAD MEAL	11.16
11/8/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-CROUTONS	3.98
11/10/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-ROMAINE LETTUCE	1.98
11/10/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-WHITE MUSHROOMS	2.19
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-FROZEN POTATOES & ONIONS	8.98
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-TEXAS TOAST, BREAKFAST BREADS	3.38
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-FC CRACKER	5.98
11/13/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD CHG	0.60
11/20/2015	RESTAURANT EQUIPMENT D	DENVER	GOLF-TRUE BOTTLE COOLER,DELV FEE	775.00
11/24/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-CELERY	3.37
11/24/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-SNACKING VEGETABLE CONVEINCE	2.69
11/24/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-REFRIGERATED CHICKEN	20.58
11/24/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-REFRIGERATED CHICKEN	17.00
11/24/2015	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD CHG	5.79
11/28/2015	WALMART.COM	800-966-6546	GOLF-MISC EQUIP?	705.52
11/4/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-PARTNER GIFT CARD-SENIORS	30.00
11/4/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-CARDS EVERYDAY-SENIORS	4.99
11/4/2015	SAFEWAY STORE 00010454	FT LUPTON	CPR-MISC CHG-SENIORS	0.33
11/4/2015	KING SOOPERS #0105	FIRESTONE	CPR-VARIOUS FLAV CREAMERS-SENIORS	20.80
11/6/2015	ORIENTAL TRADING CO	800-228-0475	GF-CHRISTMAS MAGIC SCRATCH	49.99
11/6/2015	ORIENTAL TRADING CO	800-228-0475	GF-FREIGHT CHG	9.99
11/17/2015	KING SOOPERS #0105	FIRESTONE	REC-FRUIT PIES/TWILIGHT DINNER	38.14
11/18/2015	KING SOOPERS #0105	FIRESTONE	CPR-FRUIT-SENIORS	23.56
11/18/2015	WILDFLOWER CAFE	EVERGREEN	CPR-DIRECTORS LUNCH-SENIORS	12.92
11/19/2015	KING SOOPERS #0105	FIRESTONE	REC-POTATO SALAD/SLV SNEAK LUNCH	33.85
11/23/2015	COLORADO PARKS AND REC	WHEAT RIDGE	CPR-CUSTOMER SVCS CONF-SENIORS	42.00
11/3/2015	HASTY AWARDS	OTTAWA	CPR-BASKETBALL MEDALS-ATHLETIC	194.42
11/3/2015	DOUBLETREE RESTAURANT	PLATTEVILLE	CPR-LUNCH MEETING-ATHLETIC	12.00
11/6/2015	PAYPAL *ZNUUKLIMITE	4029357733	REC-MISC ITEM RESALE	99.76
11/9/2015	BSN*SPORT SUPPLY GROUP	806-527-7510	REC-NYLON ANKLE STRAP CABLE AT	15.00
11/9/2015	BSN*SPORT SUPPLY GROUP	806-527-7510	REC-MAC X10 ELITE NFHS COMP BA	384.00
11/9/2015	BSN*SPORT SUPPLY GROUP	806-527-7510	REC-NYLON TRICEP ROPE	18.00
			<b>TOTAL PARKS &amp; RECREATION</b>	<b>\$ 14,998.00</b>
10/31/2015	OLD CHICAGO THORNTON	THORNTON	GF-EMPLOYEE INTERVIEW-POLICE	68.09
11/3/2015	OLD CHICAGO THORNTON	THORNTON	GF-EMPLOYEE INTERVIEW-POLICE	62.11
11/5/2015	OLIVE GARDEN #00015834	GREELEY	GF-EMPLOYEE INTERVIEW-POLICE	70.73
11/6/2015	SURVEYMONKEY.COM	971-2445555	GF-SURVEY TOOL-POLICE	300.00
11/7/2015	WAH WOK	FIRESTONE	GF-LUNCH MEETING-POLICE	46.15
11/12/2015	JONES & BARTLETT LEARN	8008320034	GF-PREHOSPITAL TRAUMA LIF SUPP-POLICE	84.44

## PURCHASE CARDS TRANSACTIONS NOVEMBER 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
11/24/2015	INF*PEOPLES.MART.COM	888-455-2792	GF-EMPLOYEE CHECK-POLICE	19.95
11/3/2015	AMAZON.COM	AMZN.COM/BILL	GF-SHARPIE CD/DVD TWIN TIP PERM MRK-POLICE	8.09
11/25/2015	RAIN BIRD TRAINING SVC	05204346229	GF-INTRO TO IRRIG&INSTALL-B&G	1,088.90
11/3/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	17.65
11/10/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	18.49
11/17/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	17.72
11/18/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	13.23
10/31/2015	WAL-MART #4567	BRIGHTON	GF-APPLE CIDER-POLICE	15.50
11/2/2015	SAFeway STORE 00010454	FT LUPTON	GF-APPLE JUICE-POLICE	1.99
11/2/2015	SAFeway STORE 00010454	FT LUPTON	GF-HERBS & SPICES-POLICE	1.69
11/2/2015	SAFeway STORE 00010454	FT LUPTON	GF-HERBS & SPICES-POLICE	2.85
11/2/2015	SAFeway STORE 00010454	FT LUPTON	GF-HERBS & SPICES-POLICE	8.13
11/2/2015	SAFeway STORE 00010454	FT LUPTON	GF-MISC FOOD CHG-POLICE	12.34
11/2/2015	USPS 07322203930329023	FORT LUPTON	GF-EVIDENCE PACKAGE-POLICE	8.89
11/3/2015	DASH MEDICAL GLOVES	FRANKLIN	GF-NIRTILE EXAM GLOVES-POLICE	51.90
11/3/2015	SIRCHIE FINGER PRINT L	MPERRY@SIRCHI	GF-TWIST TUBES,EVID TAPE,EVIDENCE BOXES-POLICE	104.25
11/5/2015	SAFeway STORE 00010454	FT LUPTON	GF-APPLE JUICE-POLICE	15.92
11/5/2015	SAFeway STORE 00010454	FT LUPTON	GF-VALENCIA ORANGES-POLICE	4.99
11/5/2015	USPS 07322203930329023	FORT LUPTON	GF-POSTAGE-RECORDS	3.34
			GF-EVIDENCE PACKAGE-POLICE	2.54
11/5/2015	WM SUPERCENTER #1659	BRIGHTON	GF-SANTAS VISIT ITEM-POLICE	191.56
11/6/2015	WAL-MART #1659	BRIGHTON	GF-CHRISTMAS DECO-POLICE	54.08
11/6/2015	WM SUPERCENTER #1659	BRIGHTON	GF-CHRISTMAS DECO-POLICE	18.32
11/12/2015	USPS 07322203930329023	FORT LUPTON	GF-EVIDENCE PACKAGE-POLICE	7.62
			GF-POSTAGE-RECORDS	5.08
11/13/2015	USPS 07322203930329023	FORT LUPTON	GF-EVIDENCE PACKAGE-POLICE	2.54
			GF-EVIDENCE PACKAGE-POLICE	6.28
11/18/2015	USPS 07322203930329023	FORT LUPTON	GF-VEHICLE IMPOUND POSTAGE-POLICE	6.74
11/23/2015	USPS 07322203930329023	FORT LUPTON	GF-VEHICLE IMPOUND POSTAGE-POLICE	20.22
11/24/2015	USPS 07322203930329023	FORT LUPTON	GF-VEHICLE IMPOUND POSTAGE-POLICE	6.96
11/24/2015	USPS 07322203930329023	FORT LUPTON	GF-POSTAGE-POLICE	7.45
11/9/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	19.49
11/15/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	15.79
11/17/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	18.16
11/24/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	17.97
11/9/2015	UNITED PACIFIC 6523	WHEAT RIDGE	GF-UNL REG 86/87 OC-POLICE	45.00
11/9/2015	TOKYO JOES 120TH	WESTMINSTER	GF-CLASS TRAINING LUNCH-POLICE	21.72
11/10/2015	TOKYO JOES 120TH	WESTMINSTER	GF-CLASS TRAINING LUNCH-POLICE	16.83
11/11/2015	TOKYO JOES 120TH	WESTMINSTER	GF-CLASS TRAINING LUNCH-POLICE	20.09
11/12/2015	NOODLES & CO 137	BROOMFIELD	GF-CLASS TRAINING LUNCH-POLICE	14.34
11/13/2015	MURPHY UISA #7491	BROOMFIELD	GF-UNL REG 86/87 OC-POLICE	42.00
11/2/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	8.28
11/2/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	17.98
11/3/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	14.66
11/4/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	8.92
11/9/2015	DICKEYS CO-725	GOLDEN	GF-CLASS TRAINING LUNCH-POLICE	9.73
11/10/2015	CHICK-FIL-A #03120	LAKEWOOD	GF-CLASS TRAINING LUNCH-POLICE	6.86
11/11/2015	CHICK-FIL-A #03120	LAKEWOOD	GF-CLASS TRAINING LUNCH-POLICE	8.92
11/12/2015	PANERA BREAD #3095	LAKEWOOD	GF-CLASS TRAINING LUNCH-POLICE	8.04
11/13/2015	DICKEYS CO-725	GOLDEN	GF-CLASS TRAINING LUNCH-POLICE	9.73
11/16/2015	TOKYO JOES DENVER WEST	LAKEWOOD	GF-CLASS TRAINING LUNCH-POLICE	7.36
11/17/2015	SUBWAY 03040367	GOLDEN	GF-CLASS TRAINING LUNCH-POLICE	7.36
11/18/2015	GARBANZO MEDITERRANEAN	LAKEWOOD	GF-CLASS TRAINING LUNCH-POLICE	10.56
11/22/2015	CORNER STORE 4109	FT LUPTON	GF-WASHER FL.UID-POLICE	3.49

## PURCHASE CARDS TRANSACTIONS NOVEMBER 2015

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
11/22/2015	CORNER STORE 4109	FT LUPTON	GF-MISC CHG-POLICE	0.24
11/22/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	15.72
11/23/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	14.58
11/25/2015	ADAMSON POLICE PRODUCT	FREDERICK	GF-BULLET ROUNDS-POLICE	36.00
11/25/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	13.65
11/25/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	7.89
11/29/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	5.55
11/20/2015	04979 - INDEPENDENCE P	DENVER	GF-PARKING-CODE	20.00
11/20/2015	PUBLIC WORKS-PRKG METR	DENVER	GF-TRAINING PARKING-CODE	1.75
11/20/2015	PANZANO	DENVER	GF-TRAINING LUNCH-CODE	36.24
11/6/2015	AMAZON.COM	AMZN.COM/BILL	GF-MEN'S STRIKER TORRENT 6" SID-POLICE	179.95
11/6/2015	AMAZON.COM	AMZN.COM/BILL	GF-SHIPPING-POLICE	5.48
11/9/2015	LAW ENFORCEMENT TARGET	LINDA@LETARGE	GF-TARGETS FOR PRACTICE-POLICE	214.58
11/12/2015	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	GF-MICROSFT ACCESS 2013 BIBLE-POLICE	30.84
11/12/2015	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	GF-MICROSFT ACCESS 2013 BIBLE-POLICE	30.84
11/12/2015	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	GF-MICROSFT ACCESS 2013 BIBLE-POLICE	30.84
11/12/2015	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	GF-MISC ADJ-POLICE	(55.07)
11/6/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-WIPER FLD-POLICE	2.59
11/6/2015	OREILLY AUTO 00044891	FORT LUPTON	GF-MISC CHG-POLICE	0.18
10/31/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	19.05
10/31/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	17.44
11/12/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	17.37
11/14/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	19.22
11/18/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	18.21
11/20/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	16.04
11/21/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	15.46
11/21/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	16.96
11/22/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	0.27
11/23/2015	SAFEWAY FUEL 10010452	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	20.54
11/26/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	5.49
11/27/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	19.93
11/6/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	14.50
11/7/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	5.91
11/8/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	13.66
11/11/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	18.41
11/14/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	3.21
11/15/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	15.43
11/19/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	12.98
11/21/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	0.10
11/22/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	18.59
11/26/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	12.97
11/27/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	11.76
11/29/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	19.86
10/31/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	17.43
11/26/2015	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	14.67
			<b>TOTAL PUBLIC/SAFETY</b>	<b>\$ 3,687.32</b>
10/31/2015	PSI DIGITAL IMAGING	303-4502900	GF-INK CARTRIDGES-PLANNING	147.65
11/16/2015	PEPPER POD RESTAURANT	HUDSON	GF-LUNCH MEETING-PLANNING	59.91
			<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>\$ 207.56</b>
			<b>TOTAL PURCHASE CARDS</b>	<b>\$ 25,152.53</b>

1472

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

# Invoice

Date	Invoice #
12/28/2015	2829

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

Terms	Project	Project Number
Due on receipt		Fort Lupton

Item	Description	Qty	Rate	Serviced	Amount
Consulting 1	Planning Services December 14 - 27, 2015	54.78	100.00		5,478.00

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

<b>Total</b>	\$5,478.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$5,478.00

<b>Phone #</b>
970-613-8556

Job	Clocked In	Clocked Out	Duration	Comment
Economic dev	12/14/2015 7:18	12/14/2015 8:24	1.1	Research, calls
Fort Lupton	12/14/2015 8:24	12/14/2015 19:26	10.1	BCC hearing on oil gas, calls, mtgs, sites, code, updates, Council
Fort Lupton	12/15/2015 6:20	12/15/2015 11:35	5.25	Emails, calls, closer calls, mtg schedules
Economic dev	12/15/2015 15:10	12/15/2015 16:50	1.67	Call on mtg, emails, schedules
Economic dev	12/16/2015 7:33	12/16/2015 12:30	4.95	Calls & emails on mtgs, mtgs on potential development, updates, research
Fort Lupton	12/16/2015 12:30	12/16/2015 16:59	4.48	Calls, mtg prep, walk ins, research, permits, mtg on Coyote, calls on Tri State, up
Economic dev	12/17/2015 8:27	12/17/2015 16:24	7.62	Calls, mtgs, mtg on site, research
Economic dev	12/18/2015 8:14	12/18/2015 9:27	1.22	Calls on mtg, mtg schedules
Fort Lupton	12/18/2015 9:27	12/18/2015 10:33	1.1	FEMA items, calls with JC, research, correspondence
Fort Lupton	12/18/2015 14:57	12/18/2015 16:17	1.33	Voice mails, emails, mtg schedules
Fort Lupton	12/21/2015 8:08	12/21/2015 15:09	7.02	Calls, emails, site, mtg schedules, staff, permits
Fort Lupton	12/22/2015 7:49	12/22/2015 16:13	7.82	Calls, permits, updates, sites, code, 3 mile plan, aerials, updates
Fort Lupton	12/23/2015 8:26	12/23/2015 9:33	1.12	Calls, emails, updates

total time: 54.78

## Todd Hodges

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**From:** THDLLC <toddhodgesdesign@qwestoffice.net>  
**Sent:** Monday, December 28, 2015 8:30 AM  
**To:** toddhodgesdesign@qwestoffice.net  
**Subject:** Time tracking data export  
**Attachments:** CSVExport.csv; Untitled attachment 00004.txt; TotalsCSVExport.csv; Untitled attachment 00007.txt

Mon 12/14/15:

Economic dev, 7:18 AM to 8:24 AM (1.1h) at \$100.00/hour for \$110.00 (Research, calls)  
Fort Lupton, 8:24 AM to 7:26 PM (10.1h) for \$1,010.00 0.93h break, 5:17 PM to 6:13 PM

BCC hearing on oil gas, calls, mtgs, sites, code, updates, Council

Total: 11.2h (\$1,120.00)

Tue 12/15/15:

Fort Lupton, 6:20 AM to 11:35 AM (5.25h) for \$525.00 (Emails, calls, closer calls, mtg schedules ) Economic dev, 3:10 PM to 4:50 PM (1.67h) for \$166.67 (Call on mtg, emails, schedules )

Total: 6.92h (\$691.67)

Wed 12/16/15:

Economic dev, 7:33 AM to 12:30 PM (4.95h) for \$495.00 Calls & emails on mtgs, mtgs on potential development, updates, research

Fort Lupton, 12:30 PM to 4:59 PM (4.48h) for \$448.33 Calls, mtg prep, walk ins, research, permits, mtg on Coyote, calls on Tri State, updates

Total: 9.43h (\$943.33)

Thu 12/17/15:

Economic dev, 8:27 AM to 4:24 PM (7.62h) for \$761.67 (Calls, mtgs, mtg on site, research ) 0.33h break, 11:40 AM to 12:00 PM

Total: 7.62h (\$761.67)

Fri 12/18/15:

Economic dev, 8:14 AM to 9:27 AM (1.22h) for \$121.67 (Calls on mtg, mtg schedules ) Fort Lupton, 9:27 AM to 10:33 AM (1.1h) for \$110.00 FEMA items, calls with JC, research, correspondence

Fort Lupton, 2:57 PM to 4:17 PM (1.33h) for \$133.33 (Voice mails, emails, mtg schedules )

Total: 3.65h (\$365.00)

Mon 12/21/15:

Fort Lupton, 8:08 AM to 3:09 PM (7.02h) for \$701.67 (Calls, emails, site, mtg schedules, staff, permits)

Total: 7.02h (\$701.67)

Tue 12/22/15:

Fort Lupton, 7:49 AM to 4:13 PM (7.82h) for \$781.67 0.58h break, 11:40 AM to 12:15 PM

Calls, permits, updates, sites, code, 3 mile plan, aerials, updates

Total: 7.82h (\$781.67)

Wed 12/23/15:

Fort Lupton, 8:26 AM to 9:33 AM (1.12h) for \$111.67 (Calls, emails, updates)

Total: 1.12h (\$111.67)

Grand Total: 54.77h (\$5,476.67)

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
December 14, 2015**

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, December 14, 2015. Mayor Tommy Holton called the meeting to order at 7:00 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 Bob McWilliams, David Crespin, Chris Cross, Shannon Rhoda and Zoe Stieber. Also present were Assistant City Administrator Aaron Herrera, City Clerk Nanette Fornof, Finance Director Leann Perino and Chief Ken Poncelow.

**PERSON TO ADDRESS COUNCIL**

No one signed up to speak to Council.

**APPROVAL OF AGENDA**

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

**REVIEW OF DECEMBER 14, 2015 PAYABLES**

Council reviewed the December 14, 2015 payables. There were no questions or comments.

**SWEARING IN THE NEWLY ELECTED OFFICIALS**

City Clerk Nanette Fornof, swore in the newly elected Councilmembers; Chris Ceretto, Chris Cross and David Crespin. Council and staff welcomed all members.

**CONSENT AGENDA**

It was moved by Chris Ceretto and seconded by David Crespin to approve the Consent Agenda as presented with the following items: 11162015, City Council Meeting Minutes, 12072015. City Council Meeting Minutes, 12072015, Fort Lupton Urban Renewal Authority, Approve Resolution 2015R054, A RESOLUTION OF THE CITY COUNCIL ADOPTING THE 2016 BUDGET AND FINANCIAL PLAN AND SETTING APPROPRIATIONS FOR THE VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNTS SPECIFIED, FOR THE CITY OF FORT LUPTON, COLORADO, FOR AND DURING THE PERIOD BEGINNING THE FIRST DAY OF JANUARY, 2016 AND ENDING THE THIRTY-FIRST DAY OF DECEMBER, 2016 (AM 2015-174), Approve Resolution 2015R055, A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE REAPPOINTMENT OF BUSH WHITE BY THE MAYOR TO SERVE AS A REGULAR MEMBER ON THE PLANNING COMMISSION (AM 2015-175), Approve Resolution 2015R056, A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
December 14, 2015**

THE REAPPOINTMENT OF BETH BLOCK AS A MEMBER OF THE HISTORIC PRESERVATION BOARD FOR A THREE YEAR TERM EXPIRING DECEMBER 14, 2018(AM 2015-176), Approve Resolution 2015R057, A RESOLUTION OF THE CITY COUNCIL LEVYING GENERAL PROPERTY TAXES FOR THE TAX YEAR 2016, TO FUND THE COST OF GOVERNMENT, FOR THE CITY OF FORT LUPTON, COLORADO FOR THE 2016 FISCAL YEAR (AM 2015-177), Approve Resolution 2015R058, DECLARING A VACANCY AND TO FILL THE VACANCY FOR JIMMY DOMINQUEZ'S COUNCILMEMBER POSITION IN WARD I BY APPOINTING SHANNON RHODA TO SUCH SEAT (AM 2015-178), Approve Resolution 2015R059, A RESOLUTION APPOINTING ZOE A. STIEBER AS CITY TREASURER FOR THE CITY OF FORT LUPTON, COLORADO (AM 2015-179), Approve Resolution 2015R060, A RESOLUTION APPOINTING CHRIS CROSS MAYOR PRO TEM FOR THE CITY OF FORT LUPTON, COLORADO (AM 2015-180), Approve the grant easement agreement between the City of Fort Lupton and United Power (AM 2015-181) and approve the second.

Motion carried unanimously.

**SWEARING IN OF NEWLY APPOINTED COUNCILMEMBER**

City Clerk Nanette Fornof, swore in the newly appointed Councilmember Shannon Rhoda. The swearing in was based on the approval of Resolution 2015R058.

**STAFF REPORTS**

Staff wished everyone a Merry Christmas.

**MAYOR/COUNCIL REPORTS**

Councilmembers wished everyone Happy Holidays.

**FUTURE CITY EVENTS**

December 23, 2015	Town Hall Meeting – Cancelled
December 25, 2015	City Offices Closed in Observation of the Christmas Holiday

**ADJOURNMENT**

It was moved by Chris Ceretto and seconded by Chris Cross to adjourn the December 14, 2015, at 7:14 p.m.

Motion carried on voice vote.

Respectfully submitted,

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Nanette S. Fornof, City Clerk

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
December 14, 2015**

Approved by City Council

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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 2016-001

## DESIGNATING THE CITY COMPLEX, 130 SOUTH MCKINLEY AVENUE AS THE PUBLIC PLACE FOR POSTING NOTICES OF PUBLIC CITY MEETINGS IN ACCORDANCE WITH THE OPEN MEETINGS LAW

I. **Agenda Date:** Council Meeting – January 4, 2016

II. **Attachments:** a. Colorado Revised Statute (CRS) 24-6-402 (2) (c)  
Meetings – open to the public

III. **Summary Statement:**

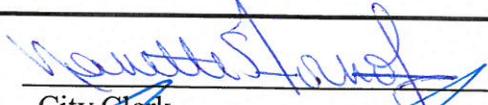
Colorado Revised Statute 24-6-402 (2) (c) indicates the local governing body shall designate at the first regular meeting of the calendar year, the location of public notices which includes Council's agenda.

IV. **Fiscal Note:** None noted.

Finance Department Use Only

  
\_\_\_\_\_  
Finance Director

V. **Submitted by:**

  
\_\_\_\_\_  
City Clerk

VI. **Approved for Presentation:**

  
\_\_\_\_\_  
City Administrator

VII. **Certification of Council Approval:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**VIII. Detail of Issue/Request:**

Colorado Revised Statue Open Meeting Law 24-6-402 (2) (c) states that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The post shall include specific agenda information where possible.

**IX. Legal/Political Considerations:**

None.

**X. Alternatives/Options:**

None.

**XI. Financial Considerations:**

N/A

**XII. Staff Recommendation:**

Staff recommends a motion designating the City Complex, 130 South McKinley Avenue as the public place for posting notices of public city meetings.

**24-6-402.** Meetings - open to public - definitions

(2) (a) All meetings of two or more members of any state public body at which any public business is discussed or at which any formal action may be taken are declared to be public meetings open to the public at all times.

(b) All meetings of a quorum or three or more members of any local public body, whichever is fewer, at which any public business is discussed or at which any formal action may be taken are declared to be public meetings open to the public at all times.

(c) Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The posting shall include specific agenda information where possible.

**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 2016-002**

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**ADD ROTH (POST-TAX) OPTION TO VOLUNTARY 457 RETIREMENT SAVINGS PLAN**

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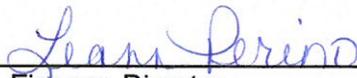
- I. **Agenda Date:** Council Meeting – January 4, 2016
- II. **Attachments:** a. 457 Adoption Agreement
- III. **Summary Statement:**

*This AM is to propose the amendment of the City's 457 Plan. The 457 Plan is the retirement savings plan through which employees can save for retirement beyond the mandatory 4% payroll contribution. The amendment would allow employees to make post-tax, also known as Roth, contributions to the plan. The amendment would also allow employees to re-characterize pre-tax contributions as post-tax contributions.*

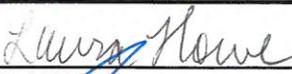
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IV. **Fiscal Note:** \_\_\_\_\_  
\_\_\_\_\_

Finance Department Use Only

  
\_\_\_\_\_  
Finance Director

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V. **Submitted by:**   
\_\_\_\_\_  
HR Director

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

VII. **Attorney Reviewed** \_\_\_\_\_ Approved \_\_\_\_\_ Pending Approval

VIII. **Certification of Council Approval:** \_\_\_\_\_ Date \_\_\_\_\_

City Clerk

**IX. Detail of Issue/Request:**

*Employees motivated and able to save more aggressively than the 4% mandatory contribution and 4% city match to the retirement savings plan may save additional money through the City's 457 plan. The 457 plan is 100% voluntary; the City makes no contribution to it. Contributions to the plan are pre-tax contributions.*

*A couple of employees have expressed interest in a post-tax, or Roth, contribution being added to the plan. Because it is a voluntary plan, the desires of the plan participants are important to consider. In addition to the future contributions, we propose allowing employees to re-characterize their pre-tax 457 contributions to Roth contributions via an in-plan rollover, subject to normal distribution rules under the plan.*

*If this change is approved, employees will be able to contribute to the 457 Plan on a pre or post-tax basis. Employees can also do a combination of these.*

*This change requires an update to the 457 Adoption Agreement.*

**X. Legal/Political Considerations:**

*VALIC offers this option and it is legal. VALIC also administers the plan and ensures that all transactions are completed properly.*

*The City sets up the deduction, processes payroll and transfers the monies to VALIC according to its normal procedures. These processes are audited.*

**XI. Alternatives/Options:**

*The only alternative would be not to offer the Roth option.*

**XII. Financial Considerations:**

*There is no cost associated with this change because the City does not contribute to the Plan. The only cost is the administrative cost associated with setting up the deduction, which is minimal.*

**XIII. Staff Recommendation:**

*Staff recommends that Council approves adding a Roth contribution option to the 457 Plan.*

**SPECIMEN  
SECTION 457(b) DEFERRED COMPENSATION PLAN  
GOVERNMENTAL EMPLOYERS**

This specimen plan document (which includes both an Adoption Agreement and a Basic Plan Document) is intended to meet the requirements of an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, that is sponsored by a governmental employer, as defined thereunder. This document has not been approved by the Internal Revenue Service and is provided for consideration by the employer and its legal counsel. Modifications may be required depending on the specific facts and circumstances of the employer, including any applicable state or local laws, rules or regulations regarding deferred compensation or retirement benefits for governmental employees. VALIC cannot and does not provide legal or tax advice.

**ADOPTION AGREEMENT**  
**SECTION 457(b) DEFERRED COMPENSATION PLAN**  
**(Governmental)**

The undersigned employer hereby adopts or restates, as applicable, this Plan. This Plan shall comprise both (1) this Adoption Agreement and (2) the Basic Plan Document. Article and section references in this Adoption Agreement refer to articles and sections of the Basic Plan Document unless otherwise indicated.

Employer Name: \_\_\_\_\_

Employer Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Plan Name: \_\_\_\_\_

1. Plan Effective Date. ("Effective Date.") (*Check one.*)

This Plan is being established by the Employer as a new Plan, effective \_\_\_\_\_, \_\_\_\_\_.

This Plan amends and restates the Plan previously established by the Employer and is effective \_\_\_\_\_, \_\_\_\_\_. The Plan was originally established by the Employer effective \_\_\_\_\_, \_\_\_\_\_.

2. Eligible Employees. (*Check one.*)

All Employees shall be eligible to participate.

The Employer, in its sole discretion, shall determine each Plan Year which Employees shall be eligible to participate in the Plan.

All Employees shall be eligible to participate except the following Employees (*specify Employees who shall not be allowed to participate in the Plan*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Roth Contributions. (*Check one.*)

Designated Roth Contributions are not permitted, and Section 4.10 shall not apply to this Plan.

Participants may make Designated Roth Contributions (as described in Section 4.10) in lieu of or in addition to pre-tax Elective Deferral Contributions,

effective \_\_\_\_\_, \_\_\_\_\_ (insert date not earlier than the later of the Effective Date of this Plan restatement or the Employer's Resolution adopting Designated Roth Contributions.

4. Employer Contributions. (Check one.) Note: Employer Contributions are combined with Elective Deferral Contributions and Designated Roth Contributions in applying the contribution limits described in Section 2.18.

- There shall be no Employer Contributions under this Plan.
- Discretionary Employer Contribution. The Employer may, in its absolute discretion, make an Employer Contribution to the Plan, and may determine, in its absolute discretion, how any such Employer Contribution shall be allocated among Plan Participants. This Discretionary Employer Contribution may be a matching or non-matching contribution.
- FICA Opt-out Contribution. As described in Section 4.11, the Employer shall make FICA Opt-out Contributions (contributions *other than* Elective Deferral Contributions or Designated Roth Contributions) on behalf of the following Employees in lieu of paying/withholding FICA taxes for such Employees and in the amounts indicated below (check applicable box and fill in blanks for required contribution percentages):

- All Employees
- Part-time, seasonal and temporary Employees only
- Other (indicate which Employees shall be eligible for the FICA Opt-out Contributions):  
\_\_\_\_\_  
\_\_\_\_\_

The required FICA Opt-out Contribution shall consist of the following types of contributions (which must total 7.5% or more of the Participant's Compensation):

- Employer Contribution = \_\_\_\_\_% of Compensation
- Mandatory Employee Contribution = \_\_\_\_\_% of Compensation
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Loans. (Check one.)

Yes, loans are allowed and Article IX shall apply to this Plan.

No, loans are not allowed and Article IX shall not apply to this Plan.

6. Unforeseeable Emergency Withdrawals. (Check one.)

Yes. Withdrawals under Section 6.08 shall be available under this Plan. (Check one.)

Withdrawals on account of an illness, accident or need to pay for the funeral expenses of the Participant's primary Beneficiary shall be available effective the later of (a) August 17, 2006, (b) the original effective date of the Plan or (c) \_\_\_\_\_, \_\_\_\_\_ (insert date after August 17, 2006, that this option was first available).

Withdrawals on account of an illness, accident or need to pay for funeral expenses of the Participant's primary Beneficiary shall not be available.

No. Withdrawals under Section 6.08 shall not be available under this Plan.

7. Participant's Election to Receive In-Service Distribution. A Participant may elect to receive an in-service distribution of his account balance as described in Section 6.10. (Check one.)

Yes, if the total amount payable to a Participant under the Plan does not exceed the dollar amount under Code §411(a)(11)(A) (currently \$5,000).

No. Section 6.10 shall not apply to this Plan.

8. Distribution without Participant's Consent. Small accounts of certain inactive Participants may be distributed without the Participant's consent as described in Section 6.11. (Check one.)

Yes, if the total amount payable to a Participant under the Plan does not exceed \$1,000. Such amount will be paid in cash to the Participant.

No. Section 6.11 shall not apply to this Plan.

9. Distributions to Individuals in Uniformed Services. (Check one.)

The Plan does not permit distributions to individuals who are deemed to have a Severance from Employment solely on account of their performing services in the uniformed services and Section 6.13 shall not apply to this Plan.

- Participants who are deemed to have a Severance from Employment on account of their performing services in the uniformed services for a period of 30 days or more may elect to receive a distribution of all or a portion of their Account (subject to the post-distribution restrictions described in Section 6.13).
10. In-plan Roth Conversions. (Check one.) (Note: Employer cannot allow in-plan Roth conversions unless it also elects to allow Designated Roth Contributions under Section 3, above, of this Adoption Agreement.)
- In-plan Roth conversions are not permitted and Section 6.12 shall not apply to this Plan.
- Participants may convert certain pre-tax amounts to Roth contributions in an "in-plan" rollover/conversion described in Section 6.12, but only if such amounts are currently distributable under the terms of the Plan, effective \_\_\_\_\_, \_\_\_\_\_. (Insert date not earlier than the later of the Effective Date of this Plan restatement or the date of the Employer's Resolution adopting in-plan Roth conversions).
11. Deductions from Distributions to Eligible Retired Public Safety Officers. (Check one.)
- For distributions after December 31, 2006, an Eligible Retired Public Safety Officer may elect, pursuant to Section 6.14, to have up to \$3,000 of the distribution deducted and paid directly to the provider of an accident or health insurance plan or qualified long-term care insurance plan.
- The Plan does not allow elections by Eligible Retired Public Safety Officers under Section 6.14.
12. Non-spousal Beneficiary Rollovers. As described in Section 8.03, non-spousal Beneficiary rollovers are allowed after December 31, 2006, unless elected otherwise below. (Note: Such distributions are required by law to be allowed after December 31, 2009.)
- Non-spousal Beneficiary rollovers are not allowed prior to January 1, 2010.
- Non-spousal Beneficiary rollovers are allowed effective \_\_\_\_\_ (not earlier than January 1, 2007 and not later than December 31, 2009).
13. Required Minimum Distribution for 2009. (Check one. If none of the boxes below is checked, the first option shall apply to the Plan.)
- This option reflects VALIC standard operations during 2009.** The provisions of Section 6.05(a) apply (Required Minimum Distributions continue

in accordance with the terms of the Plan for Participants or Beneficiaries receiving installment payments unless such Participant or Beneficiary elects otherwise, whereas Required Minimum Distributions are suspended for all other Participants and Beneficiaries).

The provisions of Section 6.05(b) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, unless otherwise elected by a Participant or Beneficiary).

The provisions of Section 6.05(c) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, but only Participants or Beneficiaries receiving installment payments may elect otherwise).

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Not applicable (Plan established as a new Plan after 2009).

For purposes of Section 6.05(d), the Plan will treat the following as eligible rollover distributions in 2009 (*Check one. If none of the boxes below is checked, then the first option shall apply to the Plan.*):

**This option reflects VALIC standard operations during 2009.** A direct rollover option shall be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H).

Eligible rollover distributions shall include 2009 Required Minimum Distributions and installment payments that include 2009 Required Minimum Distributions.

Eligible rollover distributions shall include 2009 Required Minimum Distributions, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

14. Optional Benefit Accruals under HEART Act. (*Check one.*)

The optional benefit accrual provisions described in Section 4.12 for individuals who die or become disabled while performing qualified military service shall not apply.

The optional benefit accrual provisions described in Section 4.12 for individuals who die or become disabled while performing qualified military service shall apply effective \_\_\_\_\_, \_\_\_\_\_ (*insert date not earlier than first day of 2007 Plan Year*).

15. Governing Law. This Plan shall be construed under the laws of the State/Commonwealth of \_\_\_\_\_ (*insert State/Commonwealth*). This Plan shall be subject to any applicable State, county or local deferred compensation rules and regulations.

The Employer hereby causes this Adoption Agreement to be executed by its duly authorized representative on the date specified below.

Employer Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPATION AGREEMENT  
SECTION 457(b) DEFERRED COMPENSATION PLAN  
(Governmental)**

Complete this page *only if* more than one Employer will adopt this Section 457(b) Deferred Compensation Plan. Each Participating Employer must execute a separate Participation Agreement.

Check here if not applicable and do *not* complete this page.

The undersigned governmental entity, by executing this Participation Agreement, elects to become a Participating Employer in the §457(b) eligible deferred compensation plan identified in the accompanying Adoption Agreement and below (the "Plan"), as if the Participating Employer were a signatory to the Adoption Agreement for the Plan. The Participating Employer accepts, and agrees to be bound by, all of the elections made by the signatory Employer in the Adoption Agreement for the Plan, except as otherwise provided in this Participation Agreement.

1. EFFECTIVE DATE. (Note: The Effective Date of the Participating Employer's adoption of the Plan cannot be earlier than the original effective date of the Plan, as adopted by the signatory Employer. If the Participating Employer is adopting the Plan as a restatement of an existing governmental §457(b) plan of the Participating Employer, the Effective Date of the Participating Employer's adoption of the Plan must not be earlier than the later of (i) the original effective date of the Participating Employer's existing §457(b) plan, (ii) the effective date of the most recent restatement of the Plan by the signatory Employer, or (iii) the first day of the Plan Year that includes the date the Participation Agreement is executed.)

The Effective Date of the Participating Employer's adoption of the Plan is:  
\_\_\_\_\_, \_\_\_\_\_.

2. NEW PLAN/RESTATEMENT. The Participating Employer's adoption of this Plan constitutes: *(Check one.)*

The adoption of a new governmental §457(b) plan by the Participating Employer.

An amendment and restatement of a governmental §457(b) plan currently maintained by the Participating Employer identified as the \_\_\_\_\_ and having an original effective date of \_\_\_\_\_, \_\_\_\_\_.

The Participating Employer hereby causes this Participation Agreement to be executed by its duly authorized representative on the date specified below.

Plan Name: \_\_\_\_\_

Participating Employer Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Acceptance by the signatory Employer of the Adoption Agreement.

Signatory Employer Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BASIC PLAN DOCUMENT**  
**SECTION 457 (b) DEFERRED COMPENSATION PLAN**  
**(Governmental)**

ARTICLE I. INTRODUCTION

This Plan is intended to be an eligible deferred compensation plan under §457 of the Internal Revenue Code of 1986, as amended. The primary purpose of this Plan is to attract and retain qualified personnel by permitting them to provide for benefits in the event of their retirement or death. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

ARTICLE II. DEFINITIONS

- 2.01 Account: The account maintained for each Participant reflecting the cumulative amount of each Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Beneficiary and any fees or expenses charged against the Participant's Deferred Compensation.
- 2.02 Adoption Agreement: The separate agreement which is executed by the Employer and sets forth the elective provisions of this Plan as specified by the Employer.
- 2.03 Annuity Contract: If selected by the Employer as an investment option, one or more group fixed, variable or combination fixed and variable annuity contracts issued by The Variable Annuity Life Insurance Company (VALIC) and approved for sale in the Employer's state, or by another insurance company qualified to do business in the Employer's state, which provide for periodic payments at regular intervals, whether for a period certain or during one or more lives, and which are non-transferable.
- 2.04 Beneficiary or Beneficiaries: The person or persons designated by the Participant in his Deferred Compensation Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise provided in the Deferred Compensation Agreement. If no Beneficiary is designated in the Deferred Compensation Agreement or if no designated Beneficiary survives the Participant, then the estate of the Participant shall be the Beneficiary. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary

(or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant.

- 2.05 Code: The Internal Revenue Code of 1986, as amended, and regulations thereunder.
- 2.06 Compensation: The amount of compensation that would be payable to a Participant by the Employer if no Deferred Compensation Agreement were in effect to defer compensation under this Plan. The term Compensation includes amounts that are excludable from an Employee's gross income and that are contributed by the Employer at the Employee's election to a cafeteria plan, qualified transportation fringe benefit plan, a §401(k) arrangement, a SARSEP, a §403(b) arrangement, a SIMPLE plan or another §457(b) plan of the Employer. For years beginning after 2008, Compensation shall include "differential wage payments," as that term is defined in Section 2.17 (Includible Compensation).
- 2.07 Deferred Compensation: The amount of Compensation otherwise payable to the Participant that the Participant elects to defer hereunder (as either pre-tax Elective Deferral Contributions or after-tax Designated Roth Contributions), any amount credited to a Participant's Account by reason of a transfer under Section 8.01, or any other amount that the Employer agrees to credit to a Participant's Account (as an Employer Contribution) and that does not exceed the Maximum Limitation.
- 2.08 Deferred Compensation Agreement: An agreement entered into between a Participant and the Employer and any amendments or modifications thereof, which agreement shall fix the amount of pre-tax Elective Deferral and/or after-tax Designated Roth Contributions, if applicable, that the Participant elects to defer; specify the Participant's investment selection with respect to his Deferred Compensation; designate the Participant's Beneficiary or Beneficiaries; and incorporate the terms, conditions, and provisions of this Plan by reference.
- 2.09 Designated Roth Contribution: The amount of a Participant's Compensation that he elects to defer to the Plan (as Deferred Compensation) on an after-tax basis.
- 2.10 Elective Deferral Contribution: The amount of a Participant's Compensation that he elects to defer to the Plan (as Deferred Compensation) on a pre-tax basis.
- 2.11 Eligible Retirement Plan: A plan described in Code §402(c)(8)(B) to which an Eligible Rollover Distribution may be transferred pursuant to Code §457(e)(16).

- 2.12 Eligible Rollover Distribution: A qualifying distribution to a Participant, or to a spousal Beneficiary of a deceased Participant, that is described in Code §402(c)(4).
- 2.13 Employee: Any individual, whether appointed, elected or under contract, providing services for the Employer for which compensation is paid. For years beginning after December 31, 2008, the term Employee also includes an individual receiving “differential wage payments,” as that term is defined in Section 2.17 (Includible Compensation), from the Employer.
- 2.14 Eligible Employee: An Employee who, based on the Employer’s elections in the Adoption Agreement, is eligible to participate in the Plan.
- 2.15 Employer: The entity identified in the Adoption Agreement, which entity is a State, political subdivision of a State, or an agency or instrumentality of a State or political subdivision of a State.
- 2.16 Employer Contribution: The amount (if any) that the Employer contributes to the Plan (as Deferred Compensation) that does not reduce (on a pre-tax or an after-tax basis) the Participant’s Compensation for the Plan Year.
- 2.17 Includible Compensation: For a taxable year, the Participant’s compensation, as defined in Code §415(c)(3), for services performed for the Employer. For years beginning after 2008, Includible Compensation shall include “differential wage payments,” as defined in Code §3401(h)(2) (a payment by the Employer to an individual with respect to any period during which the individual is performing service in the uniformed services while on active duty for a period of more than 30 days, and which payment represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer). The amount of Includible Compensation shall be determined without regard to any community property laws.
- 2.18 Maximum Limitation: The maximum amount that may be deferred under this Plan (other than rollover amounts described in Section 8.02) for the taxable year of a Participant. Such amount shall be either the Normal Limitation or Catch-Up Limitation, whichever is applicable.
- (a) Normal Limitation: The maximum amount deferred shall not exceed the lesser of the applicable dollar amount (as described in Section 2.18(c) below) or 100% of the Participant’s Includible Compensation, as adjusted by Section 2.18(d) below. Notwithstanding the preceding provisions of this paragraph, for calendar years prior to 2002, the maximum amount deferred shall not exceed such limit or limits in effect for the applicable year pursuant to Code §457.

- (b) Catch-Up Limitation: For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age, the maximum amount deferred for each such year shall be the lesser of:
- (1) twice the applicable dollar amount (as described in Section 2.18(c) below); or
  - (2) the sum of the Normal Limitation, plus that portion of the Normal Limitation not used in each of the prior taxable years of the Participant commencing after 1978 in which (i) the Participant was eligible to participate in this Plan or another eligible plan of the Employer, and (ii) compensation deferred under this Plan (or such other plan) was subject to the deferral limitations set forth in this section.

A Participant may utilize the Catch-Up Limitation only if the Participant has not previously utilized it with respect to a different Normal Retirement Age under this Plan or any other plan.

For years prior to 2002, the limit under this paragraph (b) for any year shall not exceed \$15,000.

- (c) Applicable Dollar Amount: For contributions in 2006 and subsequent years, the applicable dollar amount shall be \$15,000 as adjusted for cost-of-living increases in accordance with Code §457(e)(15). The Applicable Dollar Amount for the 2011 calendar year is \$16,500.
- (d) Coordination with Other Plans: For contribution years prior to 2002, the amount excludible from a Participant's gross income for any taxable year under this Plan or any other plan under Code §457(b) shall not exceed \$7,500 (as adjusted for cost-of-living increases in accordance with Code §457(e)(15)) or such greater amount allowed under paragraph (b) of this section, less any amount excluded from gross income under Code §§403(b), 402(e)(3), or 402(h)(1)(B) or (k), or any amount with respect to which a deduction is allowable by reason of a contribution to an organization under Code §501(c)(18).
- (e) Age-Based Catch-Up Contributions: In addition to any other limit set forth in this section, a Participant who will attain age 50 in the calendar year may contribute an additional \$5,000 as adjusted for cost-of-living increases in accordance with Code §414(v)(2)(C). The Age-Based Catch-Up limitation for the 2011 calendar year is \$5,500.

- (f) Coordination of Catch-Up Contributions: A Participant may not utilize both the Catch-Up Limitation and the Age-Based Catch-Up Contribution in the same year. The Age-Based Catch-Up Contribution shall not apply for any taxable year for which a higher Catch-Up Limitation applies.
- (g) Excess Deferrals: Any amount deferred in excess of the Maximum Limitation or Age-Based Catch-Up Contribution shall be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral. An excess deferral as a result of a failure to comply with the individual limitation under Treas. Reg. §1.457-5 for a taxable year may be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral.

2.19 Normal Retirement Age: The age that determines the period during which a Participant may utilize the Catch-Up Limitation of Section 2.18(b) hereunder. A Participant's Normal Retirement Age shall be age 70½, unless the Participant has elected an alternative Normal Retirement Age by written instrument delivered to the Employer prior to Severance from Employment.

A Participant's alternative Normal Retirement Age may not be earlier than the earliest date that the Participant shall become eligible to retire and receive unreduced retirement benefits under the Employer's defined benefit plan or money purchase plan covering that Participant and may not be later than the calendar year in which the Participant attains age 70½. If the Participant will not be eligible to receive benefits under a defined benefit plan or money purchase plan maintained by the Employer, the Participant's Normal Retirement Age may not be earlier than attainment of age 65 and may not be later than the calendar year in which the Participant attains age 70½.

If the Participant is a qualified police officer or firefighter as defined under Code §415(b)(2)(H)(ii)(I), then such qualified police officer or firefighter may designate an alternative Normal Retirement Age that is between age 40 and age 70 1/2.

Once a Participant has to any extent utilized the Catch-Up Limitation of Section 2.18(b), his Normal Retirement Age may not be changed.

2.20 Participant: Any Eligible Employee who has enrolled in this Plan pursuant to the requirements of Article V or who has previously deferred compensation under this Plan and who has not received a distribution of his entire benefit under the Plan.

- 2.21 Plan Year: The 12-month period commencing each January 1 and ending on the following December 31.
- 2.22 Severance from Employment: Termination of the Participant's employment relationship with the Employer. For years after 2008, solely for purposes of the withdrawal restrictions of Code §457(d)(1)(A), an individual shall be treated as having been severed from employment during any period the individual is performing service in the uniformed services, as described in Code §3401(h)(2)(A). For years prior to 2002, references in this Plan to Severance from Employment shall mean severance of the Participant's employment with the Employer, within the meaning of Code §402(e)(4)(D)(i)(III), rather than termination of the Participant's employment relationship with the Employer.
- 2.23 Service Provider: The Variable Annuity Life Insurance Company (VALIC), VALIC Retirement Services Company or such other entity as the Employer designates to perform administrative services under this Plan.

### ARTICLE III. ADMINISTRATION

- 3.01 Plan Administrator. This Plan shall be administered by the Employer or one or more persons designated by the Employer. The Plan Administrator, if other than the Employer, shall act as the agent of the Employer in all matters concerning the administration of this Plan. The Plan Administrator shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain this Plan, to enter into contracts on behalf of the Employer under this Plan, and to make discretionary decisions affecting the rights or benefits of Participants under Section 6.08 of this Plan.
- 3.02 Employee with Administrative Responsibilities. Any Employee who is charged with administrative responsibilities hereunder may participate in the Plan under the same terms and conditions as apply to other Employees. However, he shall not have the power to participate in any discretionary action taken with respect to his participation under Section 6.08 of this Plan.
- 3.03 Administrative Services. The Employer may enter into an agreement with a Service Provider to provide nondiscretionary administrative services under this Plan for the convenience of the Employer, including, but not limited to, the enrollment of Employees as Participants, the maintenance of Accounts and other records, the making of periodic reports to Participants, and the disbursement of benefits to Participants.

#### ARTICLE IV. PARTICIPATION IN THE PLAN

- 4.01 Participant. An Eligible Employee becomes a Participant when he has executed and entered into a Deferred Compensation Agreement with the Employer. An Eligible Employee is not precluded from becoming a Participant by reason of having received a pre-1997 cash-out distribution (upon separation from service) of \$3,500 or less from a Code §457(b) plan.
- 4.02 Enrollment in the Plan. An Eligible Employee may elect to defer Compensation for a calendar month by entering into a Deferred Compensation Agreement before the first day of the month in which the Compensation is paid or made available. A new Eligible Employee may defer Compensation payable in the calendar month which includes the first day of employment by entering into a Deferred Compensation Agreement on or before the first day of employment.
- 4.03 Minimum Deferral Amount. At the time of entering into or amending a Deferred Compensation Agreement hereunder, an Eligible Employee or Participant must agree to defer a minimum periodic amount as specified by the Plan Administrator.
- 4.04 Change in Amount of Deferred Compensation or Beneficiary. A Participant may not amend or modify an executed Deferred Compensation Agreement to change the amount of Deferred Compensation except with respect to compensation to be earned in the subsequent calendar month and provided that notice is given prior to the beginning of the month for which such change is to be effective. The Employer may suspend a Participant's Elective Deferral Contributions and/or Designated Roth Contributions for up to 6 months in the event a Participant takes a hardship distribution from the Employer's §401(k) plan or §403(b) arrangement if required under the terms of such plan or arrangement. A Participant may change the Beneficiary designated in his Deferred Compensation Agreement at any time by giving written notice to the Plan Administrator.
- 4.05 Revocation of Deferred Compensation Agreement. A Participant may revoke his Deferred Compensation Agreement and his Compensation shall be restored in the subsequent calendar month, by giving notice to the Employer prior to the beginning of the month for which such revocation is to be effective.
- 4.06 New Deferred Compensation Agreement Upon Return to Service or After Revocation. A Participant who returns to active service with the Employer after a Severance from Employment, or who has revoked his Deferred Compensation Agreement under Section 4.05, may again become an

active Participant by executing a new Deferred Compensation Agreement with the Employer prior to the beginning of the calendar month for which it is to be effective.

- 4.07 Leave of Absence; Other Absences. Compensation may continue to be deferred under this Plan with respect to a Participant who is on an approved leave of absence from the Employer with Compensation, and all of the rules of this Article shall apply with respect to making, amending or revoking any Deferred Compensation Agreement for such a Participant.
- 4.08 Deferrals of Sick, Vacation, and Back Pay. Subject to approval of the Employer, an Eligible Employee or Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under this Plan in accordance with the requirements of Code §457(b). These amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available.
- 4.09 Deferrals of Amounts Paid After Severance from Employment. Subject to the approval of the Employer:
- (a) An Eligible Employee or Participant may elect to defer certain amounts that are paid after Severance from Employment, but only if such amounts are
    - (1) paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of Severance from Employment, and
    - (2) one of the following types of compensation:
      - (i) regular compensation for services rendered by the Eligible Employee or Participant (including base pay, overtime, shift differential, commission, bonus or other similar pay), so long as these amounts would have been paid to the Eligible Employee or Participant prior to termination of employment if the Eligible Employee or Participant had not had a Severance from Employment; or
      - (ii) payments for accrued but unused sick, vacation or other leave, but only if the Eligible Employee or Participant would have been able to use such leave if

employment had continued.

- (b) An Eligible Employee or Participant may also elect to defer amounts paid to the Eligible Employee or Participant during periods when the Eligible Employee or Participant is not performing services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)), but only to the extent those payments do not exceed the amount the Eligible Employee or Participant would have received if the Eligible Employee or Participant had continued to perform services for the Employer rather than entering qualified military service.
- (c) An Eligible Employee or Participant may also elect to defer amounts paid to the Eligible Employee or Participant during a period when the Eligible Employee or Participant is not performing services for the Employer because the Eligible Employee or Participant is permanently and totally disabled (as that term is defined in Code §22(e)(3)), so long as either:
  - (1) the Eligible Employee or Participant was not a highly compensated employee (as defined in Code §414(q)) immediately before becoming permanently and totally disabled, or
  - (2) the plan under which the disability payments are made provides for payments to all Eligible Employees or Participants who are permanently and totally disabled for a fixed or determined period.

4.10 Designated Roth Contributions. If elected by the Employer in the Adoption Agreement, the Participant may designate that all or a portion of his/her elective contributions to the Plan be treated as after-tax Roth contributions (referred to herein as "Designated Roth Contributions"). Such designation must be made before the date upon which the amounts designated would otherwise have been payable to the Participant (but for the election to defer), and such designation must be irrevocable on and after that date. Designated Roth Contributions (and the earnings thereon) shall be accounted for separately from all other contributions to the Plan (including rollovers of Roth contributions from other plans and in-plan Roth conversions) and the earnings on those contributions. If a Participant takes a distribution of less than 100% of his Account (including an In-Service Distribution or an Unforeseeable Emergency Withdrawal), the Participant may designate whether such distribution shall be made from the Participant's pre-tax Elective Deferral Contributions or after-tax Designated Roth Contributions.

- 4.11 Employer Contributions. If elected by the Employer in the Adoption Agreement, the Employer may/shall make contributions (that are not part of the Participant's Compensation) to the Plan as additional Deferred Compensation. Employer contributions may, but need not, be accounted for separately from Employee pre-tax Elective Deferral Contributions, but shall be accounted for separately from Designated Roth Contributions, amounts converted to Roth contributions through an in-plan Roth conversion, and rollover contributions (whether from a non-Roth account or a designated Roth account). If the Employer elects in the Adoption Agreement to make contributions in lieu of withholding/paying FICA taxes (hereinafter referred to as "FICA Opt-out Contributions") for some or all Participants for a given pay period, such contributions must total at least 7.5% of the Participant's Compensation for the pay period, and must be 100% vested at all times. If the Employer requires Participants to make mandatory salary reduction (*i.e.*, pre-tax) contributions to the Plan as a condition of employment (hereinafter referred to as "Employee Mandatory Contributions"), such contributions shall be treated as Employer Contributions for all purposes under this Plan (including the 7.5% of Compensation requirement for FICA Opt-out Contributions).
- 4.12 Compliance with HEART Act. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service), if any, provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. If (and only if) the Employer elects in the Adoption Agreement, then effective as of the date elected in the Adoption Agreement, the Plan shall treat an individual who dies or becomes disabled (as defined in Code §72(m)(7)) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. The Plan will determine the amount of Elective Deferral Contributions (or Designated Roth Contributions) of an individual treated as employed under this section for purposes of applying Code §414(u)(8)(C) on the basis of the individual's average actual Elective Deferral Contributions (or Designated Roth Contributions) for the lesser of (i) the 12-month period of service with the Employer immediately prior to the qualified military service or (ii) the actual length of continuous service with the Employer.

## ARTICLE V. INVESTMENT OF DEFERRED COMPENSATION

- 5.01 Annuity Contracts and Other Plan Investments. For the purposes of

satisfying its obligation to provide benefits under this Plan, the Employer shall invest the amount of compensation deferred by each Participant in Annuity Contracts and other Plan investments as specified in the Participants' Deferred Compensation Agreements. Amounts deferred under this Plan must be transferred to a trust, custodial account or annuity contract described in Section 5.02 within a period that is not longer than is reasonable for the proper administration of the Participant Accounts. Responsibility for the selection of investment alternatives for Plan assets shall be retained by the Employer, and the Employer shall have the right to modify the selection of investment alternatives from time to time. However, Participants and Beneficiaries may allocate amounts held in their Accounts or otherwise credited for their benefit under the Plan among the investment alternatives selected by the Employer, and the Employer shall cause such amounts to be so allocated within a reasonable time after the receipt of Participant instructions, or may instruct the issuer, trustee, or custodian to accept such allocation instructions directly from Participants and Beneficiaries as representatives of the Employer.

- 5.02 Exclusive Benefit. Notwithstanding any provision of the Plan to the contrary, all amounts held under the Plan, including amounts deferred and earnings or other accumulations attributable thereto, shall be held for the exclusive benefit of Plan Participants and Beneficiaries (i) in annuity contracts or (ii) in trust or in one or more custodial accounts pursuant to one or more separate written instruments. Any such annuity contract, trust, or custodial account must satisfy the requirements of Code §457(g)(1). The annuity contract, trust or custodial account must make it impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the annuity contract, trust or custodial account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. For purposes of this section, the terms Participant and Beneficiary shall also include contingent beneficiaries and/or spouses, former spouses, or children of Participants for whose benefit amounts are being held under the Plan pursuant to the terms of a domestic relations order which has been recognized under the terms of the Plan. Any discretionary authority reserved to the Employer (or to any administrator or administrative committee) under the Plan or under any investment held under the Plan, to the extent the exercise thereof would otherwise be inconsistent with this section, shall be exercised for the exclusive benefit of Plan Participants and Beneficiaries. Any issuer of an annuity contract or trustee or custodian of other investments held under the Plan shall have no authority to pay any amounts from such Plan investments to any creditor of the Employer, and shall have no duty to inquire into the validity of any request by the Employer or by an administrator or administrative committee for distribution of amounts for the benefit of a Participant or a Beneficiary under the Plan.

- 5.03 Benefits Based on Participant's Account Value. The benefits paid to a Participant or Beneficiary pursuant to Article VI of this Plan shall be based upon the value of the Participant's Account. In no event shall the Employer's liability to pay benefits exceed the value of the Participant's Account, and the Employer shall not be liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.
- 5.04 Periodic Reports. Each Participant shall receive periodic reports, not less frequently than annually, showing the then-current value of his Account.
- 5.05 Employer-Directed Accounts. Notwithstanding any provision of the Plan to the contrary, the Employer shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts in accordance with the terms of the Plan.

## ARTICLE VI. BENEFITS

- 6.01 Distribution of Benefits. Except as otherwise provided in this Article, a Participant's Account shall become distributable upon a Participant's attainment of age 70½ or Severance from Employment. If the Participant has had a Severance from Employment, the distribution of a Participant's Account shall commence no later than April 1 of the calendar year following the year of the Participant's attainment of age 70½. Distributions shall be made in accordance with one of the payment options described in Section 6.03.
- 6.02 Distribution Procedures. The Employer may from time to time establish procedures for Participant distribution elections, provided that such procedures are not inconsistent with the requirements of Section 6.01.
- 6.03 Payment Options. A Participant (or a Beneficiary as provided in Section 6.07) may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options provided that such option is available under the investment and consistent with the requirements set forth in Section 6.04:
- (a) life annuity;

- (b) life annuity with 60, 120, or 180 monthly payments guaranteed;
- (c) unit refund life annuity;
- (d) joint and last survivor annuity (spouse only);
- (e) lump sum;
- (f) term certain annuity with 36, 48, 60, 72, 84, 96, 108, 120, 132, 144, 156, 168 or 180 monthly payments guaranteed;
- (g) withdrawals for a specified number of years;
- (h) withdrawals of a specified amount; or
- (i) any other method of payment agreed upon between Participant and Employer and accepted by the investment provider or Service Provider.

If a Participant fails to elect a payment option, any required payments shall be made under a payment option designated by the Employer.

Notwithstanding the options above, any option that involves a life contingency (or a joint life contingency) shall only be available under an Annuity Contract offered or obtained under the terms of the Plan.

#### 6.04 Required Minimum Distributions.

- (a) No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of Code §401(a)(9) and any additional Code limitations applicable to the Plan. The provisions of this section shall apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. The requirements of this section shall take precedence over any inconsistent provisions of the Plan. All distributions required under this section shall be determined and made in accordance with the regulations under Code §401(a)(9). Notwithstanding the other provisions of this section, distributions may be made under a designation made before January 1, 1984, in accordance with §242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to §242(b)(2) of TEFRA.
- (b) The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's required

beginning date. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:

- (1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then unless the surviving spouse elects to apply the 5-year rule (pursuant to subsection (f), below), distributions to the surviving spouse shall begin by December 31st of the calendar year immediately following the calendar year in which the Participant died, or by December 31st of the calendar year in which the Participant would have attained age 70-1/2, if later.
- (2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then unless the designated Beneficiary elects to apply the 5-year rule (pursuant to subsection (f), below), distributions to the designated Beneficiary shall begin by December 31st of the calendar year immediately following the calendar year in which the Participant died.
- (3) If there is no designated Beneficiary as of September 30th of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.
- (4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b), other than paragraph (b)(1), shall apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and subsection (d), unless paragraph (b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If paragraph (b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under paragraph (b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (b)(1)), the date distributions are considered to begin is the date distributions actually commence.

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions shall be made in accordance with subsections (c) and (d) of this section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of Code §401(a)(9).

- (c) During the Participant's lifetime, the minimum amount that shall be distributed for each distribution calendar year is the lesser of:
  - (1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in §1.401(a)(9)-9 of the regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
  - (2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in §1.401(a)(9)-9 of the regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

Required minimum distributions shall be determined under this subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

- (d) (1) If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:
  - (a) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
  - (b) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the

remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

- (c) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (2) If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30th of the year after the year of the Participant's death, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
  - (3) Except as otherwise elected (pursuant to subsection (f), below), if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in paragraph (1) and (2), above.
  - (4) If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30th of the year following the year of the Participant's death, distribution of the Participant's entire interest shall be completed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.
  - (5) If the Participant dies before the date distributions begin, the

Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under paragraph (b)(1), this subsection (d) shall apply as if the surviving spouse were the Participant.

(e) Definitions.

- (1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under Section 2.04 of the Plan and is the designated Beneficiary under Code §401(a)(9) and §1.401(a)(9)-1, Q&A-4, of the regulations.
- (2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year that contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under subsection (b). The required minimum distribution for the Participant's first distribution calendar year shall be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, shall be made on or before December 31 of that distribution calendar year.
- (3) "Life expectancy" means life expectancy as computed by use of the Single Life Table in §1.401(a)(9)-9 of the regulations.
- (4) "Participant's account balance" means the account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

- (5) "Required beginning date" means April 1st of the calendar year following the later of:
  - (a) the calendar year in which the Participant attains age 70-1/2; or
  - (b) the calendar year in which the Participant retires.
- (f) Participants or Beneficiaries may elect, on an individual basis, whether the 5-year rule or the life expectancy rule in subsections (b) and (d) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30th of the calendar year in which distribution would be required to begin under subsection (b), or by September 30th of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, the surviving spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph, distributions shall be made in accordance with subsections (b) and (d).

6.05 2009 Required Minimum Distributions ("RMDs").

- (a) Continuation of RMDs for Participants Receiving Installment Payments Unless Otherwise Elected by the Participant; Suspension of RMDs for All Other Participants. This paragraph applies if elected by the Employer in the Adoption Agreement or if no election is made by the Employer in the Adoption Agreement. Notwithstanding the provisions of Code §401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are one or more payments in a series of installments (that include 2009 RMDs), will continue to receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect not to receive the distributions that include 2009 RMDs. For all other Participants and Beneficiaries, the requirement to receive the 2009 RMD shall be suspended in accordance with Code §401(a)(9)(H).
- (b) Continuation of RMDs for All Participants Unless Otherwise Elected by the Participant. This paragraph applies if elected by the Employer in the Adoption Agreement. Notwithstanding the provisions of Code §401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H)

("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include 2009 RMDs), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

- (c) Continuation of RMDs for All Participants Unless Otherwise Elected by Participants Receiving Installment Distributions. This paragraph applies if elected by the Employer in the Adoption Agreement. Notwithstanding the provisions of Code §401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include the 2009 RMDs), will receive those distributions for 2009. However, Participants and Beneficiaries receiving installments will be given the opportunity to elect not to receive the distributions that include 2009 RMDs.
- (d) Direct Rollovers. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in the Adoption Agreement, will be treated as eligible rollover distributions. If no election is made by the Employer in the Adoption Agreement, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H).

- 6.06 Post-Retirement Death Benefits. Should the Participant die after he has begun to receive benefits under an annuity payment option, the guaranteed or remaining payments, if any, under the annuity payment option shall be payable to the Participant's Beneficiary commencing with the first payment due after the death of the Participant. If the Beneficiary does not continue to live for the remaining period of payments under the annuity payment option, then the remaining benefits under the annuity payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. Should the Participant die after he has begun to receive benefits under any other payment option, a death benefit equal to the value of the Participant's Account shall be payable to the Beneficiary. Such death benefit shall be paid in a lump sum unless the Beneficiary elects a different payment option. Should the Beneficiary die before the

completion of payments under an annuity payment option or before distribution of the entire Participant Account, then the value of the remaining payments under the annuity payment option, or the value of the Participant Account in a lump sum, respectively, shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. Payment to the Participant's Beneficiary under this section must comply with Code §401(a)(9), and with any additional Code limitations applicable to the Plan. In no event shall the Employer be liable for any payments made in the name of the Participant or a Beneficiary before the Employer or its agent receives proof of the death of the Participant or Beneficiary.

- 6.07 Pre-Retirement Death Benefits. Should the Participant die before he has begun to receive benefits under Section 6.01, a death benefit equal to the value of the Participant's Account shall be payable to the Beneficiary. Such death benefit shall be paid in a lump sum unless the Beneficiary elects a different payment option. Payment to the Participant's Beneficiary must comply with Code §401(a)(9), and with any additional Code limitations applicable to the Plan. Should the Beneficiary die before the completion of payments under an annuity payment option or before distribution of the entire Participant Account, the value of the remaining payments under the annuity payment option, or the value of the Participant Account in a lump sum, shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate.
- 6.08 Unforeseeable Emergency Withdrawals. If the Employer so elects in the Adoption Agreement, then in the event of an unforeseeable emergency, a Participant may apply to the Employer to receive that part of the value of his Account that is reasonably needed to satisfy the emergency need (including any amounts that may be necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). If such application for withdrawal is approved by the Employer, the Employer shall direct the issuer, trustee or custodian to pay the Participant such value as the Employer deems necessary to meet the emergency need.

The regulations under §457(d)(1)(A)(iii) of the Code define an unforeseeable emergency as a severe financial hardship of the Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the

control of the Participant or Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)) of the Participant or Beneficiary may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 6.08, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

A distribution on account of an unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.

Unless otherwise elected in the Adoption Agreement, then effective as of August 17, 2006, a Participant's unforeseeable emergency includes a severe financial hardship of the Participant's primary beneficiary under the Plan, that would constitute an unforeseeable emergency if it occurred with respect to the Participant's spouse or dependent as defined under Code §152. For purposes of this section, a Participant's "primary beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's account balance under the Plan upon the Participant's death.

- 6.09 Transitional Rule for Annuity Payment Option Elections. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer and if a Participant or Beneficiary has commenced receiving benefits under an annuity payment option, that annuity payment option shall remain in effect notwithstanding any other provision of this Plan.
- 6.10 Participant's Election to Receive In-Service Distribution. If the Employer so elects in the Adoption Agreement, a Participant may elect to receive an in-service distribution of the total amount payable to him under the Plan if:
- (a) such amount does not exceed the dollar amount under §411(a)(11)(A) of the Code,
  - (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and

- (c) there has been no prior distribution under the Plan to the Participant under this Section 6.10 or under Section 6.11.
- 6.11 Distribution without Participant's Consent. If the Employer so elects in the Adoption Agreement, the total amount payable to a Participant under the Plan may be distributed to the Participant without his consent if:
  - (a) such amount does not exceed \$1,000,
  - (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
  - (c) there has been no prior distribution under the Plan to the Participant under this Section 6.11 or under Section 6.10.
- 6.12 In-plan Roth Conversions. If the Employer so elects in the Adoption Agreement, Participants may elect to convert certain pre-tax Elective Deferral Contributions, Employer Contributions or rollover contributions to after-tax Roth contributions in an in-plan (taxable) conversion. Such conversion shall be accomplished through a direct rollover from the Participant's applicable pre-tax account to his Roth conversion account (such that there is no actual distribution from the Plan). In-plan Roth conversions are expressly limited to amounts that are currently distributable to the Participant under both Code §457(d)(1)(A) and the terms of the Plan. Rollover contributions made on or after January 1, 2006 may be converted at any time. Amounts attributable to Elective Deferral Contributions or Employer Contributions generally cannot be converted before the Participant has attained age 70½ or has had a Severance from Employment. If the Employer elects in the Adoption Agreement to allow in-service distribution of small, inactive accounts, such amounts shall also be eligible for conversion under this section. All in-plan Roth conversions shall be taxable to the Participant in the year of the conversion.
- 6.13 Distributions to Individuals Performing Service in Uniformed Services. If (and only if) elected by the Employer in the Adoption Agreement, a Participant who is deemed to have incurred a Severance from Employment on account of performing services in the uniformed services (as defined in chapter 43 of title 38, United States Code) for a period of active duty of more than 30 days may elect to receive a distribution of all or a portion of the Participant's Account under the Plan. However, the Plan will not distribute the Participant's Account without the Participant's consent. If the Participant elects to receive a distribution under this provision, the Participant may not make an Elective Deferral Contribution

or a Designated Roth Contribution to the Plan during the 6-month period beginning on the date of the distribution.

- 6.14 Eligible Retired Public Safety Officer Distribution Deduction Election. Unless the Employer elects otherwise in the Adoption Agreement, for distributions in taxable years beginning after December 31, 2006, an “Eligible Retired Public Safety Officer” may elect annually for that taxable year to have the Plan (i) deduct an amount from the distribution which the Eligible Retired Public Safety Officer otherwise would receive (and include in income) and (ii) pay such deducted amounts directly to the provider of an accident or health insurance plan or qualified long-term care insurance contract. The amount deducted (and paid to the provider) may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified healthcare premiums, and which otherwise complies with Code §402(l). For purposes of this section: (i) an “Eligible Retired Public Safety Officer” is an individual who, by reason of disability or attainment of normal retirement age, has experienced a Severance from Employment as a Public Safety Officer with the Employer, (ii) a “Public Safety Officer” has the same meaning as in §1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968, and (iii) the term “qualified health insurance premiums” means premiums for coverage for the Eligible Retired Public Safety Officer, his spouse and dependents, by an accident or health plan or a qualified long-term care insurance contract (as defined in Code §7702B(b)).

#### ARTICLE VII. NON-ASSIGNABILITY

- 7.01 In General. Except as provided in Section 7.02, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant’s or Beneficiary’s creditors; and no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder or any interest under the Plan, which payments and interests are expressly declared to be non-assignable and non-transferable.
- 7.02 Domestic Relations Orders.
- (a) Allowance of Transfers: Notwithstanding Section 7.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to a State domestic relations law (“domestic relations order”), then the amount of the Participant’s Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without

regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Where necessary to carry out the terms of such an order, a separate Account may be established with respect to the spouse, former spouse, or child who shall be entitled to make investment selections with respect thereto in the same manner as the Participant.

- (b) Release from Liability to Participant: The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, child, or other dependent pursuant to paragraph (a) of this section. No such transfer shall be effectuated unless the Employer or Service Provider has been provided with satisfactory evidence that the Employer and the Service Provider are released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Employer and the Service Provider from any claim with respect to such amounts, in any case in which (i) the Employer or Service Provider has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Employer or Service Provider to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer or Service Provider from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Employer or Service Provider if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement and/or a final judgment, decree, or order as described in paragraph (a).
- (c) Participation in Legal Proceedings: The Employer and the Service Provider shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Service Provider to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and

Service Provider shall be authorized to the extent permitted by applicable laws to disclose information relating to the Participant's Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or child), or to a court.

- (d) Effective April 6, 2007, a domestic relations order will not fail to be a domestic relations order (1) solely because the order is issued after, or revises, another domestic relations order; or (2) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death. A domestic relations order described in this paragraph is subject to the same requirements and protections that apply to domestic relations orders.

#### ARTICLE VIII. TRANSFERS AND ROLLOVERS

8.01 Transfers. This Plan shall accept and allow transfers, pursuant to Code §457, of amounts deferred by an individual under this Plan or another eligible deferred compensation plan meeting the requirements of §457(g) of the Code, provided the conditions of this Section 8.01 are met.

- (a) Directed by Individual Participant or Beneficiary. A transfer from this Plan to another eligible governmental deferred compensation plan or from another eligible governmental deferred compensation plan to this Plan is permitted only if the transferor plan provides for transfers, the receiving plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred shall have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and in the case of a transfer for a Participant, the Participant whose amounts deferred are being transferred has had a severance from employment with the transferring employer and is performing services for the employer maintaining the transferee plan. Upon the transfer of assets from this Plan under this paragraph (a), the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary.

Any such transferred amount shall not be treated as a deferral subject to the limitations of Section 2.18, except that, for purposes of applying the limit of Section 2.18, an amount deferred during any taxable year under the plan from which the transfer is accepted shall be treated as if it had been deferred under this Plan during such taxable year and compensation paid by the transferor

employer shall be treated as if it had been paid by the Employer.

(b) Permissive Service Credit Transfers.

Subject to any limitations imposed by an investment provider, if a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code §414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan. A transfer under this paragraph (b) may be made before the Participant has had a Severance from Employment.

A transfer may be made under this paragraph (b) only if the transfer is either for the purchase of permissive service credit (as defined in Code §415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code §415 does not apply by reason of Code §415(k)(3).

8.02 Rollovers. A Participant may elect to roll an Eligible Rollover Distribution to an Eligible Retirement Plan. The Participant shall be provided with a description of available rollover rights and rules in advance of such a distribution. A distribution that is an Eligible Rollover Distribution and that is paid in a form other than a rollover shall be subject to mandatory withholding of 20%, or such other mandatory withholding rate as may be imposed under the Code from time to time. This Plan shall be permitted to accept a rollover distribution from an Eligible Retirement Plan (including a distribution from an IRA) to this Plan, subject to any administrative restrictions imposed by the Plan or by the investment provider. To the extent required under the Code, the Plan shall separately account for any rollover contributions it receives. Rollover contributions to the Plan before January 1, 2006, shall be subject to the same restrictions on distributions applicable to other amounts held under the Plan. Rollover contributions to the Plan on or after January 1, 2006, shall not be subject to the same restrictions on distributions applicable to other amounts held under the Plan, and such rollover contributions may be distributed at any time.

8.03 Non-spousal Beneficiary Rollovers.

(a) For distributions after December 31, 2009, and unless otherwise elected in the Adoption Agreement, for distributions between January 1, 2007 and December 31, 2009, a non-spouse Beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, may roll over, by a direct trustee-to-trustee transfer ("direct rollover"), all or any portion of his or her distribution to an individual retirement account the

Beneficiary establishes for purposes of receiving the distribution. In order to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution.

- (b) Although a non-spouse Beneficiary may roll over directly a distribution as provided in paragraph (a) above, any distribution made prior to January 1, 2010, is not subject to the direct rollover requirements of Code §401(a)(31) (including Code §401(a)(31)(B), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c)). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a “60-day” rollover.
- (c) If the Participant’s named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a “designated beneficiary” within the meaning of Code §401(a)(9)(E).
- (d) A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c) of the regulations, in determining the required minimum distributions from the IRA that receives the non-spouse Beneficiary’s distribution.

#### ARTICLE IX. LOANS

If the Employer so elects under the Adoption Agreement, loans shall be made available to all Participants on a reasonably equivalent basis, but only to the extent permitted under the Annuity Contract or other Plan investment and the provisions of this Article. No loan shall be made available under this Plan unless it satisfies all of the requirements of Code §72(p) and any other applicable regulatory guidance, including the limitations on the total of a Participant’s non-taxable loans from all plans of the Employer for treatment as a tax-free loan. The making of loans under this Plan shall be subject to written guidelines set forth in a separate document (or under the Annuity Contract), which guidelines shall govern the availability, terms and procedures for Participants to obtain loans under this Plan. The availability of loans under this Plan may be suspended, terminated or modified at any time.

## ARTICLE X. AMENDMENT OR TERMINATION OF PLAN

- 10.01 Amendment or Termination. The Employer may at any time amend this Plan or terminate this Plan and distribute the Participants' Accounts in conformity with the Code; provided, however, that such amendment or termination shall not impair the rights of Participants or their Beneficiaries with respect to any compensation deferred before the date of the amendment or termination of this Plan except as may be required to maintain the tax status of the Plan under the Code. In the event that the Plan is terminated, amounts deferred under the Plan (and all Plan assets) shall be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan.
- 10.02 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer, the amendments contained herein shall be effective as of the Effective Date, and the terms of the preceding plan document shall remain in effect through such date.

## ARTICLE XI. USERRA

An Employee whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may defer additional Compensation upon resumption of employment with the Employer equal to the maximum amount of Compensation that could have been deferred during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the amount of Compensation, if any, actually deferred during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

## ARTICLE XII. MISTAKEN CONTRIBUTIONS

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

## ARTICLE XIII. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

## ARTICLE XIV. PARTICIPATING EMPLOYERS

- 14.01 Adoption of Plan. With the consent of the Employer, the Plan may be adopted by any other governmental entity described in Code §457(e)(1)(A), and each such adopting entity shall be known as a Participating Employer. Such adoption of the Plan shall be evidenced by completion of a Participation Agreement signed by both the Employer and the Participating Employer.
- 14.02 Participating Employer's Plan. Each Participating Employer shall be treated as the sponsor of its own separate governmental Code §457(b) eligible deferred compensation plan, subject to the terms and conditions of this Plan document. Accordingly, although the assets of the Plan may be held in a single trust (or annuity contract or custodial account that is treated as a trust), the assets attributable to the Employer and to each Participating Employer shall be accounted for separately. Except as provided below, wherever a right or obligation is imposed upon the Employer by the terms of the Plan, the same shall extend to each Participating Employer under the Plan, and shall be separate and distinct from that imposed upon the Employer.
- 14.03 Participating Employer's Participation. Except as otherwise provided below, it is the intention of the Employer that each Participating Employer shall be a party to the Plan and shall be treated in all respects as the Employer thereunder, with its employees to be considered as Employees or Participants, as the case may be, under the Plan. However, the participation of a Participating Employer in the Plan shall in no way diminish, augment, modify, or in any way affect the rights and duties of the Employer or its Employees under the Plan.
- 14.04 Severance from Employment. For purposes of Section 2.22 (Severance from Employment), the term Employer means the governmental entity that the Participant was employed by (or under contract with) at the time of his termination of employment.
- 14.05 Plan Administrator. For purposes of Article III (Administration), each Participating Employer shall serve as (or appoint another person to serve as) the Plan Administrator of such Participating Employer's plan. Each Participating Employer (or the person designated by such Participating Employer as the Plan Administrator of that Participating Employer's plan) shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain its participation in the Plan and to make discretionary decisions affecting the rights or benefits of its own Participants under the Plan.

- 14.06 Investments and Administrative Services. Only the Employer shall have the right to enter into contracts or agreements with investment providers or other companies providing administrative services to the Plan. The Employer shall act as the agent of each Participating Employer with respect to such investment contracts and/or services agreements. The Employer's choice of investment and administrative service providers shall be binding on each Participating Employer and, by signing the Participation Agreement, the Participating Employer agrees to be bound by the terms and conditions of any such investment contracts and/or services agreements.
- 14.07 Amendment or Termination of the Plan. Only the Employer shall have the right to amend or terminate the Plan under Article X. The Employer's amendment or termination of the Plan shall be binding on each Participating Employer and, by signing the Participation Agreement, the Participating Employer agrees to be bound by the terms and conditions of any such amendment or termination of the Plan.
- 14.08 Revocation of Participation. A Participating Employer may at any time (by written notice to the Employer) revoke its participation in the Plan, in which case the Participating Employer must adopt its own plan document and provide its own trust or other funding arrangement for the assets attributable to its Participants. If a Participating Employer revokes its participation in the Plan, the Employer shall direct the Trustee of the Plan's trust (and/or the issuer of any annuity contract or the custodian of any custodial account holding Plan assets) to transfer the Plan assets attributable to the Participating Employer's Participants to such separate funding arrangement as soon as administratively practicable following the Participating Employer's revocation of its participation in the Plan.

**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- 006  
ADOPTION OF SPECIAL FLOOD HAZARD AREAS**

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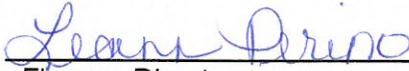
- I. **Agenda Date:** Council Meeting – January 4, 2016
  
- II. **Attachments:** a. Proposed Resolution No. 2016-xxx
  
- III. **Summary Statement:**

*A resolution is before City Council to adopt the Special Flood Hazard Areas identified by FEMA, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps.*

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IV. **Fiscal Note:** \_\_\_\_\_  
\_\_\_\_\_

Finance Department Use Only

  
\_\_\_\_\_  
Finance Director

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V. **Submitted by:**   
\_\_\_\_\_  
Planner

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

VII. **Attorney Reviewed** \_\_\_\_\_ Approved \_\_\_\_\_ Pending Approval

VIII. **Certification of Council Approval:** \_\_\_\_\_ Date

City Clerk

**IX. Detail of Issue/Request:**

*The Federal Emergency Management Agency (FEMA) is the federal agency that administers the National Flood Insurance Program and works with local municipalities to promote appropriate land use and development in the floodplain. A recent scientific and engineering report by FEMA entitled "The Flood Insurance Study for Weld County, Colorado and Incorporated Areas," dated January 20, 2016, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) delineates Special Flood Hazards in the City of Fort Lupton. FEMA encourages local municipalities to adopt resolutions supporting the Special Flood Hazard Areas identified in the report.*

*The Fort Lupton Municipal Code is designed to minimize expenditures of public money for costly flood control projects. Likewise, the City seeks to minimize damage to public facilities and utilities within the City. The adoption of this resolution furthers the City's dedication to making sound land use decisions in the floodplain.*

**X. Legal/Political Considerations:**

*Not Applicable*

**XI. Alternatives/Options:**

*Not applicable*

**XII. Financial Considerations:**

*Not applicable*

**XIII. Staff Recommendation:**

*Staff recommends approval of Resolution No. 2016-xxx, adopting the Special Flood Hazard Areas identified by FEMA.*

**RESOLUTION NO. 2016RXXX**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON ADOPTING THE SPECIAL FLOOD HAZARD AREAS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN A SCIENTIFIC AND ENGINEERING REPORT ENTITLED "THE FLOOD INSURANCE STUDY FOR WELD COUNTY, COLORADO AND INCORPORATED AREAS," DATED JANUARY 20, 2016, WITH ACCOMPANYING FLOOD INSURANCE RATE MAPS AND/OR FLOOD BOUNDARY-FLOODWAY MAPS (FIRM AND/OR FBFM),**

**WHEREAS**, Chapter 16, Article VI, Section 16-125 (b), promotes the public health, safety and general welfare of the citizens of the City of Fort Lupton; and

**WHEREAS**, the section of the Fort Lupton Municipal Code is designed to minimize expenditures of public money for costly flood control projects; and

**WHEREAS**, to minimize damage to public facilities and utilities within the City of Fort Lupton.

**WHEREAS**, the City Council reviewed the Special Flood Hazard Areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The Flood Insurance Study for Weld County, Colorado and Incorporated Areas," dated January 20, 2016, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM).

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council hereby adopt the Special Flood Hazard Areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The Flood Insurance Study for Weld County, Colorado and Incorporated Areas," dated January 20, 2016, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM).

**ADOPTED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4<sup>th</sup> DAY OF JANUARY 2016.**

City of Fort Lupton

\_\_\_\_\_  
Tommy Holton, Mayor

Attest:

\_\_\_\_\_  
Nanette S. Fornof, MMC  
City Clerk

Approved as to form:

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Andy Ausmus, City Attorney

**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 2016-007**

**APPROVE RESOLUTION 2016Rxxx AMENDING THE RATIFICATION OF THE MAYOR'S APPOINTMENT OF CANDIDATES TO THE FORT LUPTON URBAN RENEWAL AUTHORITY FOR STAGGERED TERMS BEGINNING JANUARY 1, 2016.**

**I. Agenda Date:** Council Meeting – January 4, 2016

**II. Attachments:**  
A. Resolution 2016Rxxx  
B. List of Board Members

**III. Issue/Request:**

*On December 7, 2015, City Council approved Resolution 2015R053, which ratified the Mayor's appointment to qualified candidates that applied to serve as members of the Fort Lupton Urban Renewal Authority (the "Board"). The term for one of the Board members, Beth Block, was incorrectly stated as spanning from January 1, 2016 to December 31, 2017. The term for Beth Block is to be from January 1, 2016 to December 31, 2016. The attached Resolution reflects the updated term.*

**IV. Fiscal Note:** Please see Item X.

Finance Department Use Only

  
Finance Director

**V. Submitted by:**

  
Planner

**VI. Approved for Presentation:**

  
City Administrator

**VII. Certification of Council Approval:**

City Clerk

Date

**VIII. Detail of Issue/Request:**

*On December 7, 2015, City Council approved the ratification of the Mayor's appointment to qualified candidates that applied to serve as members of the Fort Lupton Urban Renewal Authority (the "Board"). The term for one of the Board members, Beth Block, was incorrectly stated as spanning from January 1, 2016 to December 31, 2017. The term for Beth Block is to be from January 1, 2016 to December 31, 2016. The terms for each of the Board members, including the updated term for Beth Block, are identified on the attachment to the proposed Resolution.*

**IX. Alternatives/Options:**

*The City Council has the following three options:*

- a) Approve the resolution.*
- b) Deny the resolution.*
- c) Delay action on the resolution to gather more information.*

**X. Financial Considerations:**

*Not applicable.*

**XI. Legal / Political Considerations:**

*None.*

**XII. Staff Recommendation:**

*Approve Resolution 2016Rxxx amending the ratification of the Mayor's appointment of the candidates listed on the attachment to the proposed Resolution to the Fort Lupton Urban Renewal Authority.*

**RESOLUTION 2016Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AMENDING THE RATIFIATION OF THE MAYOR'S APPOINTMENT OF CANDIDATES TO THE FORT LUPTON URBAN RENEWAL AUTHORITY FOR STAGGERED TERMS BEGINNING JANUARY 1, 2016.**

**WHEREAS**, on December 7, 2015, the City Council approved Resolution 2015R053, which ratified the Mayor's appointment of candidates to the Fort Lupton Urban Renewal Authority (the "Board"); and

**WHEREAS**, the term for one of the Board members, Beth Block, was incorrectly stated as spanning from January 1, 2016 to December 31, 2017; and

**WHEREAS**, the term for Beth Block should be updated so that it is from January 1, 2016 to December 31, 2016; and

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council hereby approves an amendment to the ratification of the Mayor's appointment of members of the Fort Lupton Urban Renewal Authority. The Board members shall serve staggered terms beginning January 1, 2016 and ending on the date listed on the attachment to this Resolution.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4<sup>th</sup> DAY OF JANUARY 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"**  
**Fort Lupton Urban Renewal Authority Appointments**

<b>FORT LUPTON URBAN RENEWAL AUTHORITY</b>		
	<b>Term</b>	<b>Position</b>
Beth Block	01/01/2016 – 12/31/2016	Board Member

**CITY OF FORT LUPTON  
CITY COUNCIL**



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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 2016-008**

**ADOPT THE THREE MILE AREA PLAN FOR 2016**

**I. Agenda Date:** Council Meeting – January 4, 2016

**II. Attachments:**  
a. Proposed Resolution No. 2016-xxx  
b. Three Mile Area Plan Report & Maps

**III. Summary Statement:**

Colorado Revised Statute § 31-12-105(1)(e), as amended, requires that there be a plan in place for an area extending three miles outside of the existing City boundaries. The Three Mile Area Plan will provide a guide for the City's future annexation projects.

**IV. Fiscal Note:** \_\_\_\_\_  
\_\_\_\_\_

Finance Department Use Only

  
\_\_\_\_\_  
Finance Director

**V. Submitted by:**   
\_\_\_\_\_  
Planner

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

**VII. Attorney Reviewed** \_\_\_\_\_ Approved \_\_\_\_\_ Pending Approval

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

**IX. Detail of Issue/Request:**

The City of Fort Lupton's Three Mile Area Plan provides direction concerning land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City of Fort Lupton. The plan identifies issues that should be taken into consideration prior to any parcel of land being annexed into the City of Fort Lupton, but does not propose the annexation of any lands near the City of Fort Lupton. Annexation of any land into the City of Fort Lupton remains an individual landowner decision. Finally, this Plan addresses requirements for the Three Mile Area Plan as outlined in Colorado Revised Statute § 31-12-105(1)(e), as amended.

**X. Legal/Political Considerations:**

If adopted the Three Mile Area Plan for 2016 will be provided to Weld County in conformance with the existing Coordinated Planning Agreement.

**XI. Alternatives/Options:**

None

**XII. Financial Considerations:**

Not applicable

**XIII. Staff Recommendation:**

Staff recommends Council adopt the proposed Three Mile Area Plan for 2016.

**RESOLUTION NO. 2016Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE CITY OF FORT LUPTON THREE MILE AREA PLAN**

**WHEREAS**, the City Council finds that the Three Mile Area Plan provides as a guide giving direction to land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City, and

**WHEREAS**, Colorado Revised Statute § 31-12-105(1)(e), as amended, addresses requirements for Three Mile Area Plans, and

**WHEREAS**, the Three Mile Area Plan conforms to the Colorado Revised Statutes and City codes and policies therein, and

**WHEREAS**, all submittal requirements for the public meeting have been met, and

**WHEREAS**, the City Council reviewed the Three Mile Area Plan and supporting documentation, referral comments, as well as citizen input in response to this Plan.

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council hereby approve the Three Mile Area Plan for the year 2016.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4<sup>th</sup> DAY OF JANUARY 2016.**

City of Fort Lupton

\_\_\_\_\_  
Tommy Holton, Mayor

Attest:

\_\_\_\_\_  
Nanette S. Fornof, MMC  
City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney

# City of Fort Lupton, Colorado

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## Three Mile Area Plan

*Adopted January 2016*



— CITY OF —  
**Fort Lupton**  
— 1903 —  
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This Plan has been created by the planning staff at the City of Fort Lupton,  
130 South McKinley Avenue,  
Fort Lupton, Colorado 80621.

## INTRODUCTION

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The City of Fort Lupton Three Mile Area Plan provides direction concerning land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City of Fort Lupton. The Plan identifies issues that should be addressed prior to any parcel of land being annexed into the City of Fort Lupton, but does not propose the annexation of any lands near the City of Fort Lupton. Annexation of any land into the City of Fort Lupton remains a decision of the individual landowner. Finally, this Plan addresses requirements for the Three Mile Area Plan, as outlined in the Colorado Revised Statute 31-12-105 (1) (e), as amended.

The City of Fort Lupton needs to ensure that annexation opportunities are evaluated through careful consideration of both the current and future interests and needs of the community. The City of Fort Lupton has identified a desire to annex lands in an orderly manner that balances both the short and long term fiscal needs of the community. Annexation proposals should also balance business, residential and industrial land uses, to the greatest extent possible; with park and open space uses reserved to help maintain a balance of land uses within the community. Successful annexation applications to the City of Fort Lupton should focus on how any particular annexation will meet the goals of the Fort Lupton community as identified in the Comprehensive Plan. Annexation is a discretionary act available to the City of Fort Lupton; the submittal of an annexation petition is no guarantee that the subject property will be annexed into the community.

The City of Fort Lupton wishes to continue to work with Weld County to ensure that there is a smooth transition of land uses from urban to rural in the area near Fort Lupton. This plan was developed using a visual survey of the area, mapping information from the City of Fort Lupton and Weld County Planning Departments, and review by the City of Fort Lupton Planning Commission and City Council.

## METHODOLOGY

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Criteria to be considered when determining which lands near the City of Fort Lupton might be desirable for annexation include:

- Areas which will broaden the range of housing types in the City of Fort Lupton and expand the permanent resident population.
- Areas that have enough buildable land so that all desired City land uses can be accommodated.
- Areas close to the City that are, or can easily be, urban in nature and can be served by City services and utilities with little or no negative physical or economic impact on the community.
- Areas that help strengthen the economy of Fort Lupton.
- Areas that promote infill development.
- Areas that share a community of interest with the City of Fort Lupton.

No land in unincorporated Weld County is specifically designated for annexation in this plan. The analysis that follows will only identify areas that may be considered desirable for future urban uses, can easily be served by current services and facilities, are existing residential subdivisions, are needed to provide open space for the community, or will be logical for the expansion of the City of Fort Lupton urban area.

Thanks are due to the Planning Commission, City Council, and the planning staff of the City of Fort Lupton for their thorough review of this document. Comments from the entire process have been incorporated into the adopted Plan.

## STUDY AREA

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To address the lands within a three (3) mile area of the City of Fort Lupton, the Plan divides the area into four (4) quadrants, identified as Quadrant I, Quadrant II, Quadrant III, and Quadrant IV. Specific areas referred to in the Three Mile Area Plan will be done by the Township Range Style, a common method for identifying land areas across the United States.

The location of each of the quadrants within the three (3) mile area is identified on the Three Mile Area Boundary Map. The general character of each of the four (4) quadrants is described and classified according to the following six (6) categories:

- Description
- Land Use
- Community Services
- Transportation
- Utility Provisions
- Open Space, Parks, and Recreation

The four (4) quadrants are included within the City of Fort Lupton Three Mile Area Plan and are generally eligible for annexation to the City of Fort Lupton, under the provisions of the Colorado Revised Statutes. Inclusion in this plan does not assume properties will be annexed into the City or guarantee annexation, should it be requested by property owners.

For analysis purposes, the lands within three (3) miles of the corporate limits of the City of Fort Lupton have been divided into four (4) quadrants. The organization of the sections or quadrants was based on the professional judgment of the City of Fort Lupton planning staff. The quadrant boundaries were determined by using the major arterial highways of Colorado State Highway (SH) 52 and United States Highway (US) 85, as a guide.

## STATUTORY REQUIREMENT

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According to Colorado Revised Statute 31-12-105 (1) (e), as amended, the Three Mile Area Plan shall generally describe the location, character, and extent of areas within three (3) miles of the City boundary and shall address streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, other public ways, grounds, public utilities, proposed land use, terminals for water, light, sanitation, transportation, and power to be provided by the municipality; some of these items will not be considered or addressed by this Plan, as they are not relevant to the City (e.g. subway). Those relevant items will be discussed within each annexation category or quadrant. In addition, the potential impact on community services such as police, fire, schools and administrative services is contemplated in each category analysis.

## **ANNEXATION ELIGIBILITY AND PROCESSING REQUIREMENT**

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An annexation petition must meet all of the requirements of the Colorado Municipal Annexation Act and its amendments, as well as applicable and specific City of Fort Lupton Municipal Code criteria. In addition, a conceptual planning map(s) shall be provided that illustrates all existing and proposed streets, easements, and other right-of-way connections in the subject property to the existing City streets and right-of-way; location of the current and proposed City boundary; and proposed land use and zoning concepts, if developed.

## **CITY PERSPECTIVE ON ANNEXATION**

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The current position of the City of Fort Lupton is to annex those lands that offer material benefit to the City's infrastructure and economic development, while not compromising its small town atmosphere. While infill development would afford some potential for development within the current City boundaries, other opportunities are available on nearby lands. These lands lend themselves to a mixture of commercial, industrial, and residential development, the conservation of open space, and the creation of recreational opportunities. Annexation requests that demonstrate favorable benefits to the residents and taxpayers of the City and contribute to the City's goals for quality growth and enhanced community character will be favorably considered for inclusion into the City. In addition, the City desires to control the development of adjacent private lands in order to preserve and promote the best interests of the City and its citizens.

The City intends to ensure that adequate community resources, public facilities, and services are in place or provided for at the time of new development in the City of Fort Lupton. Facilities and services include but are not limited to potable water supply, wastewater treatment, storm water drainage, fire protection, police protection, parks, libraries, and schools. The City of Fort Lupton will assess the proportionate share of costs of expanding facilities to new development. However, in general, new development in the City of Fort Lupton should pay its own way, and cover the capital costs of infrastructure and maintenance.

### 3 MILE AREA COOPERATION

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The City of Fort Lupton works cooperatively with Weld County and neighboring municipalities on the review of development proposals in the area near the City of Fort Lupton. Weld County provides the City with the opportunity to review and comment on any development proposal within three (3) miles of the City limits; Fort Lupton has responded when projects warranted a response. The City, County, and neighboring municipalities should strive to take a consistent approach to land use development.

## QUADRANT I

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### Description:

Township 2 North, Range 65 West, Sections 19 and 29-32, and *parts* of Sections 18 and 20. Township 2 North, Range 66 West, Sections 8, 9, 14-17, 20-29, and 32-36, and *parts* of Sections 7, 10, 13, 18, and 31. In addition, *parts* of Sections 5 and 6 of Township 1 North, Range 65 West, and *parts* of Sections 1-6 in Township 1 North, 66 West. This area totals thirty-two (32) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture.<sup>1</sup> The topography is generally flat; the hydrology of the quadrant includes the Platteville and Fulton Ditches.

### Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, Platte Valley Air Park, water storage, a transmission power station, the City of Fort Lupton Water Treatment Plant, commercial, and industrial uses currently make up the land uses found in the area identified as Quadrant I.

As identified in the City of Fort Lupton Comprehensive Plan<sup>2</sup>, land use types identified for this area include Agriculture, Rural Residential, Medium Density Residential, Urban Residential, Mobile Homes, Neighborhood Center, Employment Area Tier 1, Employment Area Tier 2, and Mixed Use. Scattered homesteads, mobile homes, commercial, and industrial uses define the area. The average parcel size, outside the City limits and within the three mile boundary, is eighteen (18) acres.

Some areas within the quadrant, located adjacent to US 85, south of Weld County Road (WCR) 16 and north of SH 52 are considered an enclave. Annexation of these areas into the City would promote infill development.

### Transportation:

The quadrant is bound to the south by SH 52 and to the west by US 85, providing arterial access to the area. WCR 14, 16, 18, 20, 22, and 37 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

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<sup>1</sup> Vegetation Map. Fort Lupton Comprehensive Plan Update.

<sup>2</sup> City of Fort Lupton Comprehensive Plan.

### Utility Provisions:

City water utilities extend east on East 14<sup>th</sup> Street to WCR 33, north to WCR 16 and east to the City of Fort Lupton Water Treatment Plant, located east of WCR 35. In addition, Central Weld Water District, and individual well and septic systems serve the area.

### Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

### Open Space, Parks & Recreation:

Much of the land in this area is dry agricultural and irrigated agricultural land. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, and parks and open space.<sup>3</sup> Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

### Summary:

As indicated under the *Methodology* section of this document, land located in Quadrant I generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

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<sup>3</sup> City of Fort Lupton Comprehensive Plan.

## QUADRANT II

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### Description:

Township 2 North, Range 66 West, Sections 19 and 30, and *parts* of Sections 6, 7, 18, and 31. Township 2 North, Range 67 West, Sections 12-15, 22-27 and 33-36, and *parts* of Sections 1, 11, 21, 28, 32, and 33. In addition, *parts* of Section 6 in Township 1 North, Range 66 West, and *parts* of Sections 1-5 in Township 1 North, Range 67 West. This area totals twenty-five (25) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture<sup>4</sup>. The topography is generally flat; the hydrology of the quadrant includes the South Platte River, located west of US 85. The area along the South Platte River is identified as a Riparian Resource.<sup>5</sup> Wildlife habitat of the area around the South Platte River includes: Geese<sup>6</sup>, Great Blue Heron<sup>7</sup>, Bald Eagle<sup>8</sup>, Pelican<sup>9</sup>, White Tail Deer<sup>10</sup>, and Turkey habitat<sup>11</sup>.

### Land Use:

Rural residential, homesteads, farming, ranching, oil and gas facilities, gravel mining, water storage, commercial, and industrial use currently make up the land uses found in the area identified as Quadrant II.

As identified in the City of Fort Lupton Comprehensive Plan<sup>12</sup>, land use types identified for this area include Agriculture, Rural Residential, Medium Density Residential, Urban Residential, Neighborhood Center, Employment Area Tier 1, Employment Area Tier 2, Mixed Use, Parks and Open Space, and Mineral Zone. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three mile boundary, is twenty-nine (29) acres.

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<sup>4</sup> Vegetation Map. Fort Lupton Comprehensive Plan Update.

<sup>5</sup> Riparian Resources Map. Fort Lupton Comprehensive Plan Update.

<sup>6</sup> DOW: Geese Habitat Map. Fort Lupton Comprehensive Plan Update.

<sup>7</sup> DOW: Heron Great Blue. Fort Lupton Comprehensive Plan Update.

<sup>8</sup> DOW: Bald Eagle. Fort Lupton Comprehensive Plan Update.

<sup>9</sup> DOW: Pelican. Fort Lupton Comprehensive Plan Update.

<sup>10</sup> DOW: White Tail Deer. Fort Lupton Comprehensive Plan Update.

<sup>11</sup> DOW: Turkey. Fort Lupton Comprehensive Plan Update.

<sup>12</sup> City of Fort Lupton Comprehensive Plan.

Some areas within the City limits, located adjacent to US 85, south of WCR 18 and north of SH 52 are considered an enclave. Annexation of these areas into the City would promote infill development.

### Transportation:

The quadrant is bound to the south by SH 52 and to the east by US 85, providing arterial access to the area. WCR 14, 14.5, 16, 17, 18, 19, 20, 21, 22, 22.5, 23, 24, 25, and 25.5 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

### Utility Provisions:

Central Weld Water District, and individual well and septic systems serve the area residents.

### Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

### Open Space, Parks & Recreation:

Much of the area is dry agricultural, irrigated agricultural and riparian lands. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space.<sup>13</sup> Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

### Summary:

Land located in Quadrant II generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, lands in this area have the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area.

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<sup>13</sup> City of Fort Lupton Comprehensive Plan.

## QUADRANT III

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### Description:

Parts of Sections 6, 7, 18, 19, 30, and 31 of Township 1 North, Range 66 West. Township 1 North, Range 67 West, Sections 9-15, 22-26, and 36, and parts of Sections 1-5, 8, 16, 21, 27, 28, 34, and 35. This area totals twenty-three (23) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture<sup>14</sup>. The topography is generally flat; the hydrology of the quadrant includes the South Platte River, located west of US 85. The area along the South Platte River is identified as a Riparian Resource.<sup>15</sup> Wildlife habitat of the area around the South Platte River includes: Geese<sup>16</sup>, Great Blue Heron<sup>17</sup>, Bald Eagle<sup>18</sup>, Pelican<sup>19</sup>, White Tail Deer<sup>20</sup>, and Turkey habitat<sup>21</sup>.

### Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, gravel mining, water storage, commercial, and industrial use currently make up the land uses found in the area identified as Quadrant III.

As identified in the City of Fort Lupton Comprehensive Plan<sup>22</sup>, land use types identified for this area include Agriculture, Rural Residential, Medium Density Residential, Urban Residential, Neighborhood Center, Employment Area Tier 1, Employment Area Tier 2, Mixed Use, Parks and Open Space, and Mineral Zone. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three mile boundary, is thirty (30) acres.

Some areas within the City limits, located adjacent to US 85, south of SH 52, are considered an enclave. Annexation of these areas into the City would promote infill development.

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<sup>14</sup> Vegetation Map. Fort Lupton Comprehensive Plan Update.

<sup>15</sup> Riparian Resources Map. Fort Lupton Comprehensive Plan Update.

<sup>16</sup> DOW: Geese Habitat Map. Fort Lupton Comprehensive Plan Update.

<sup>17</sup> DOW: Heron Great Blue. Fort Lupton Comprehensive Plan Update.

<sup>18</sup> DOW: Bald Eagle. Fort Lupton Comprehensive Plan Update.

<sup>19</sup> DOW: Pelican. Fort Lupton Comprehensive Plan Update.

<sup>20</sup> DOW: White Tail Deer. Fort Lupton Comprehensive Plan Update.

<sup>21</sup> DOW: Turkey. Fort Lupton Comprehensive Plan Update.

<sup>22</sup> City of Fort Lupton Comprehensive Plan.

### Transportation:

The quadrant is bound to the north by SH 52 and to the east by US 85, providing arterial access to the area. WCR 2, 4, 6, 8, 10, 12, 17, 19, 21, and 23 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

### Utility Provisions:

Central Weld Water District, and individual well and septic systems serve the area residents.

### Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

### Open Space, Parks & Recreation:

Much of the area is dry agricultural, irrigated agricultural and riparian lands. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space.<sup>23</sup> Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

### Summary:

Land located in Quadrant III generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, this area has the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area.

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<sup>23</sup> City of Fort Lupton Comprehensive Plan

## QUADRANT IV

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### Description:

Township 1 North, Range 65 West, Section 7, and *parts* of Sections 5, 6, 8, and 18. Township 1 North, Range 66 West, Sections 8-17, 20-23, 27-29, 32-34, and parts of 1-7, 18, 19, 24, 26, 30, 31, and 35. The area totals thirty-three (33) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture.<sup>24</sup> The topography is generally flat; the hydrology of the quadrant includes Fulton Ditch, located east of US 85.

### Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, commercial, and industrial uses currently make up the land uses found in the area identified as Quadrant IV.

As identified in the City of Fort Lupton Comprehensive Plan<sup>25</sup>, land use types identified for this area include Agriculture, Rural Residential, Medium Density Residential, Urban Residential, Neighborhood Center, Employment Area Tier 1, Employment Area Tier 2, Mixed Use, Parks and Open Space, and Mineral Zone. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three mile boundary, is seventeen (17) acres.

Some areas within the City limits, located adjacent to US 85, south of SH 52, are considered an enclave. Annexation of these areas into the City would promote infill development.

### Transportation:

The quadrant is bound to the north by SH 52 and to the west by US 85, providing arterial access to the area. WCR 2, 4, 6, 8, 10, 12, 29, 31, 33, 35, and 37 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

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<sup>24</sup> Vegetation Map. Fort Lupton Comprehensive Plan Update.

<sup>25</sup> City of Fort Lupton Comprehensive Plan.

### Utility Provisions:

With the exception of water and sewer service extended south to WCR 8 along WCR 27 and water service extended east on WCR 10.5 to WCR 29, Central Weld Water District, and individual well and septic systems serve the area residents.

### Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

### Open Space, Parks & Recreation:

Much of the land in this area is dry agricultural and irrigated agricultural land. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space.<sup>26</sup> Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

### Summary:

Land located in Quadrant IV generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, this area has the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

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<sup>26</sup> City of Fort Lupton Comprehensive Plan.

### 3- MILE ACRE TABULATION

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QUADRANT	SQUARE MILES	TOTAL ACRES
I	32.1	20,526
II	24.7	15,783
III	21.3	14,991
IV	23.4	21,036

*NOTE: In the case of identical ownership of properties that are within and extend beyond the three (3) mile area, the extended areas may be annexed so long as fifty (50) percent of the area lies within the three (3) mile boundary; in addition, the three (3) miles may be exceeded if necessary to annex an enterprise zone.*

## CONCLUSION

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Land located in Quadrants I-IV generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, lands in these areas have the potential for annexation to the City. While annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area, the City of Fort Lupton will consider annexation where economically and environmentally logical. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

The City of Fort Lupton considers the Three Mile Area Plan as an important guiding document for potential growth. It is expected that any annexation consideration, county development, or known or unknown competing interests will follow the principles of this and other community planning documents in the areas identified.

# City of Fort Lupton Three Mile Area Plan 2016

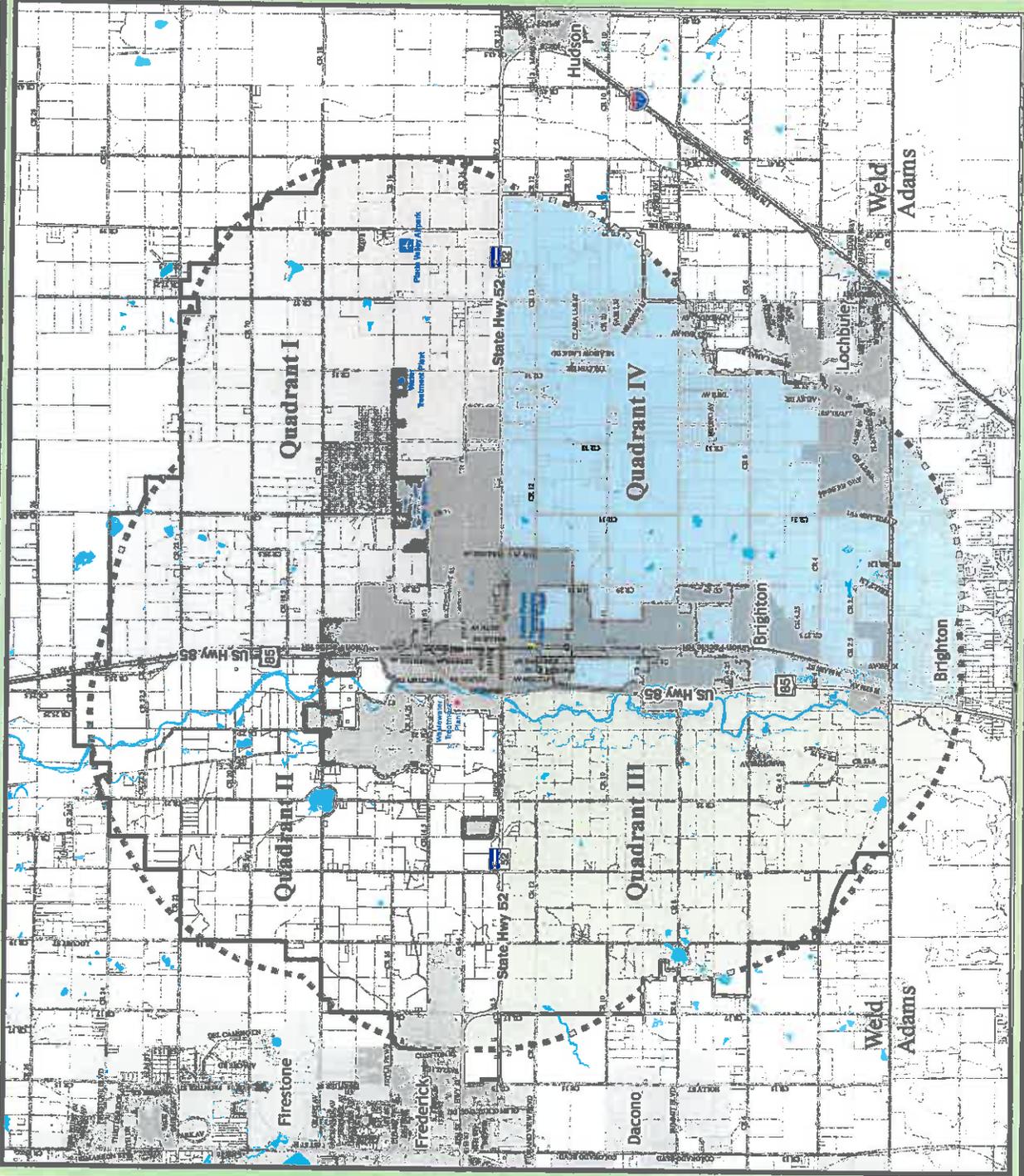
## Legend

-  Three Mile Area Plan Boundary with Quadrants
-  Boundary of Weld County parcels with at least 50% area within the 3 Mile Buffer
-  Weld County Parcels/ Adams County Census Blocks
-  Fort Lupton City Limits
-  Roads
-  Railroads
-  Highways
-  Water
-  Airport
-  Wastewater Treatment Plant
-  Transmission Power Station
-  Water Treatment Plant



Data Sources: City of Fort Lupton GIS, Weld County GIS, US Census Bureau

Disclaimer: This map was designed and intended for City of Fort Lupton use only; it is not guaranteed to survey accuracy. This map is based on the best information available on the date shown on this map. The City of Fort Lupton makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of this map, nor accepts any liability arising from any inaccuracy, incompleteness or misleading information contained therein. Any reproduction or sale of this map, or portions thereof, is prohibited without the express written authorization by the City of Fort Lupton.



# Quadrant I

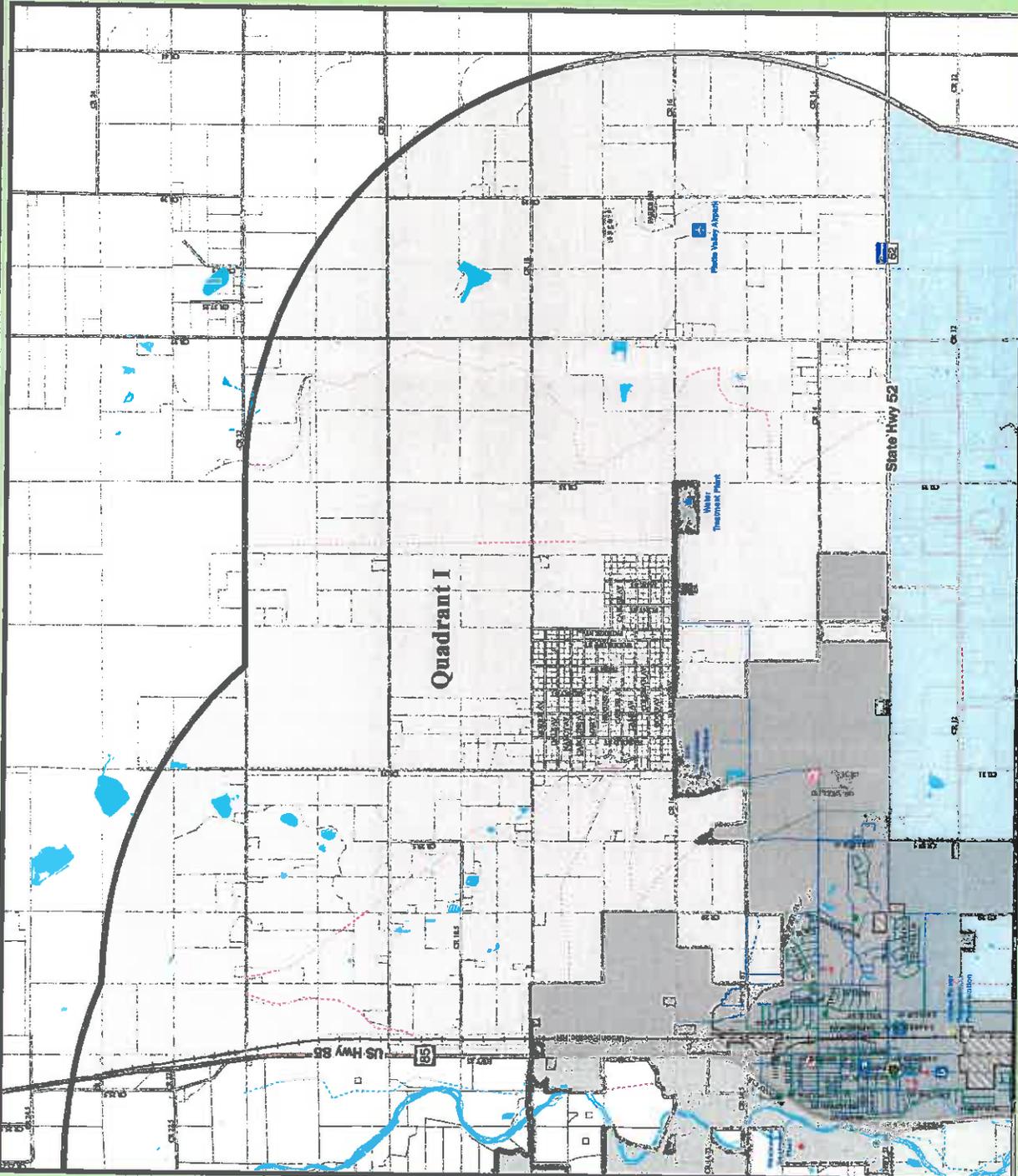
## Legend

-  Three Mile Parcel Boundary with Quadrants
-  Weld County Parcels/Adams County Census Blocks
-  Fort Lupton City Limits
-  Roads
-  Highways
-  Railroads
-  Water
-  Sanitary Sewer Lines
-  Waterlines
-  Planned Trails
-  Infill
-  Airport
-  Wastewater Treatment Plant
-  Transmission Power Station
-  Water Treatment Plant
-  Cemetery
-  Parks
-  Police Station
-  School
-  Fire Station
-  Post Office
-  Library
-  Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, US Census Bureau

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# Quadrant II

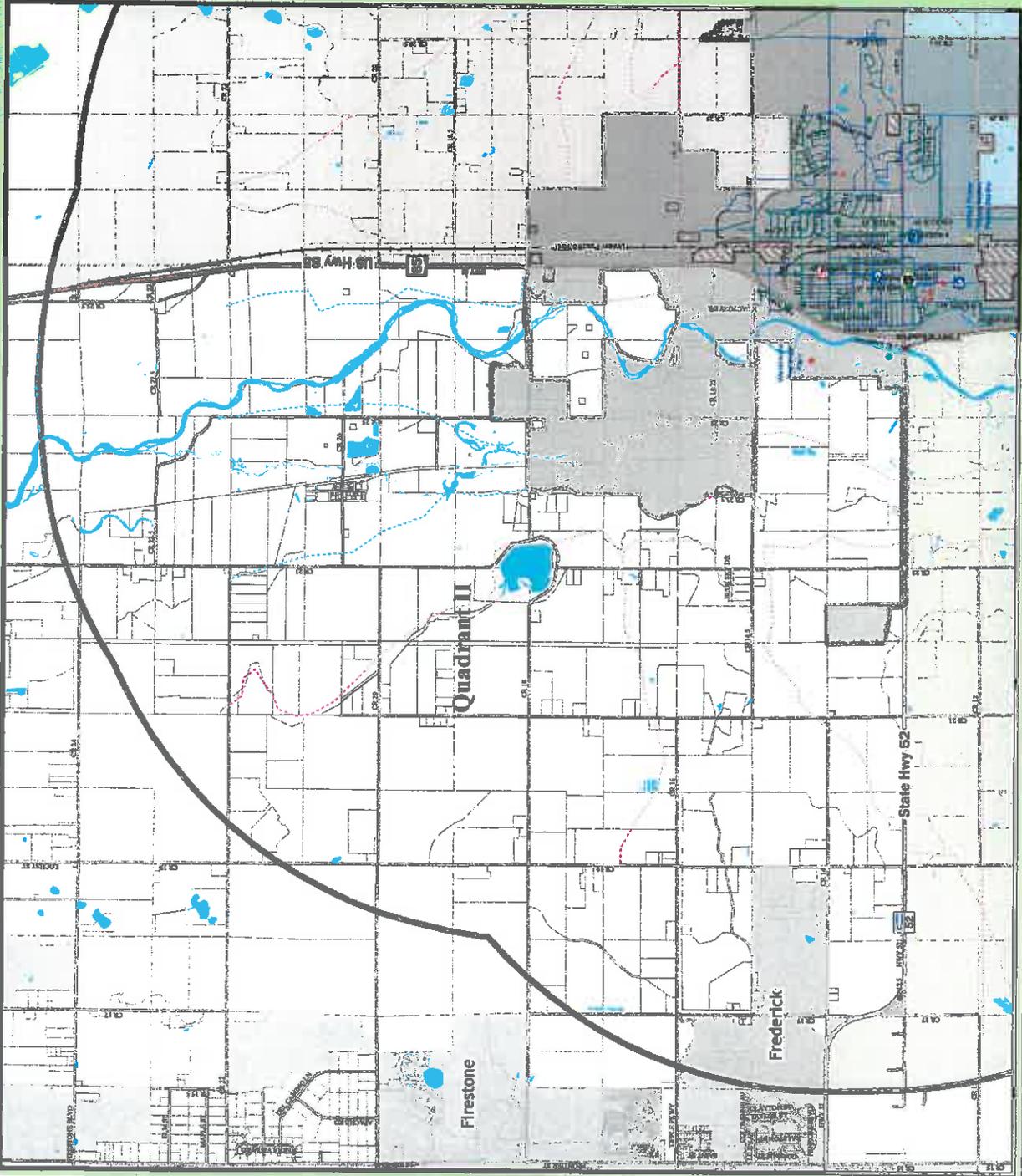
## Legend

-  Three Mile Parcel Boundary with Quadrants
-  Weird County Parcels/ Adams County Census Blocks
-  Fort Lupton City Limits
-  Roads
-  Highways
-  Railroads
-  Water
-  Sanitary Sewer Lines
-  Waterlines
-  Planned Trails
-  Infill
-  Airport
-  Wastewater Treatment Plant
-  Transmission Power Station
-  Water Treatment Plant
-  Cemetery
-  Parks
-  Police Station
-  School
-  Fire Station
-  Post Office
-  Library
-  Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, US Census Bureau

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# Quadrant III

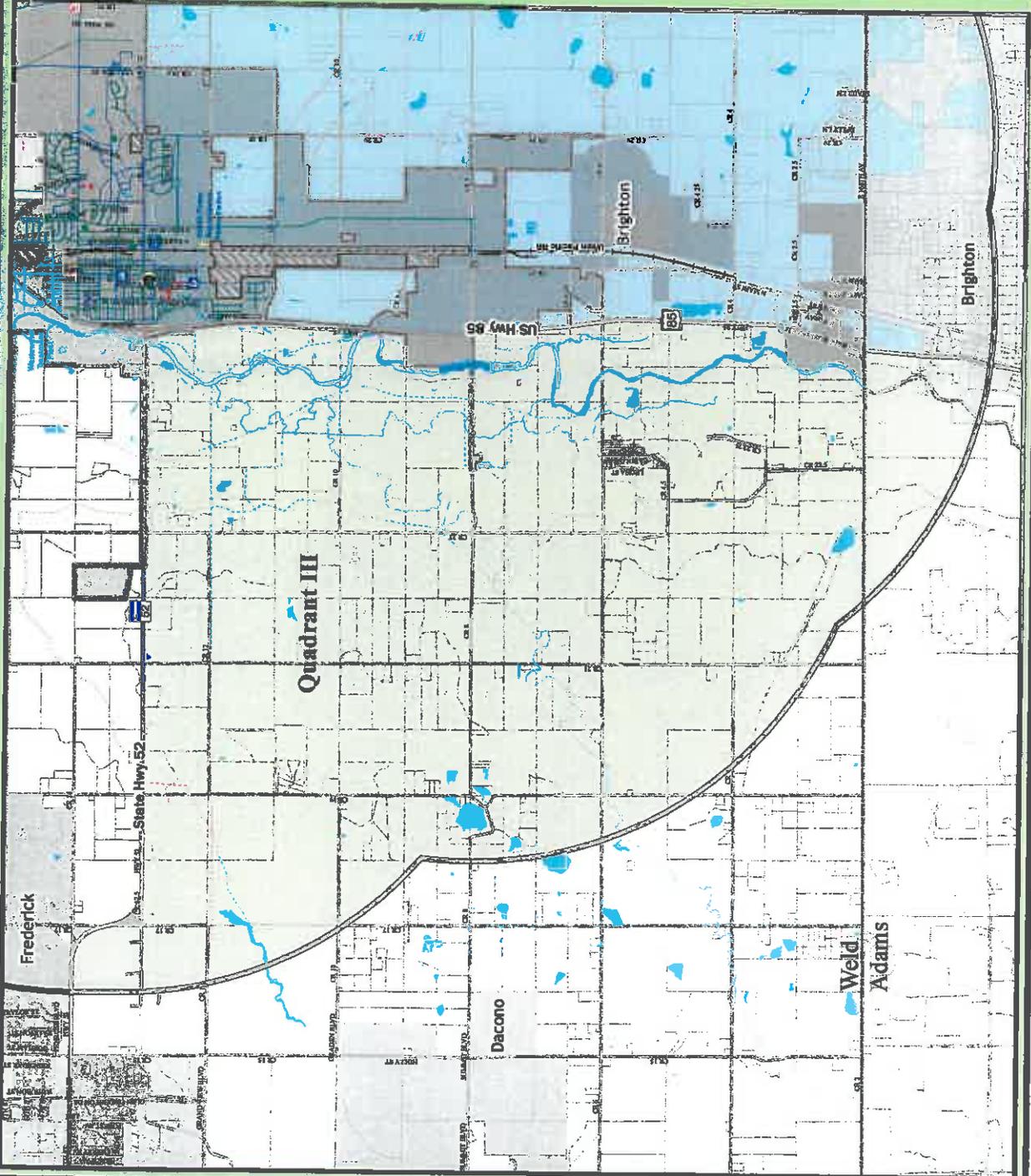
## Legend

-  Three Mile Parcel Boundary with Quadrants
-  Weid County Parcels/  
Adams County Census Blocks
-  Fort Lupton City Limits
-  Roads
-  Highways
-  Railroads
-  Water
-  Sanitary Sewer Lines
-  Waterlines
-  Planned Trails
-  Infill
-  Airport
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-  Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, US Census Bureau

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# Quadrant IV

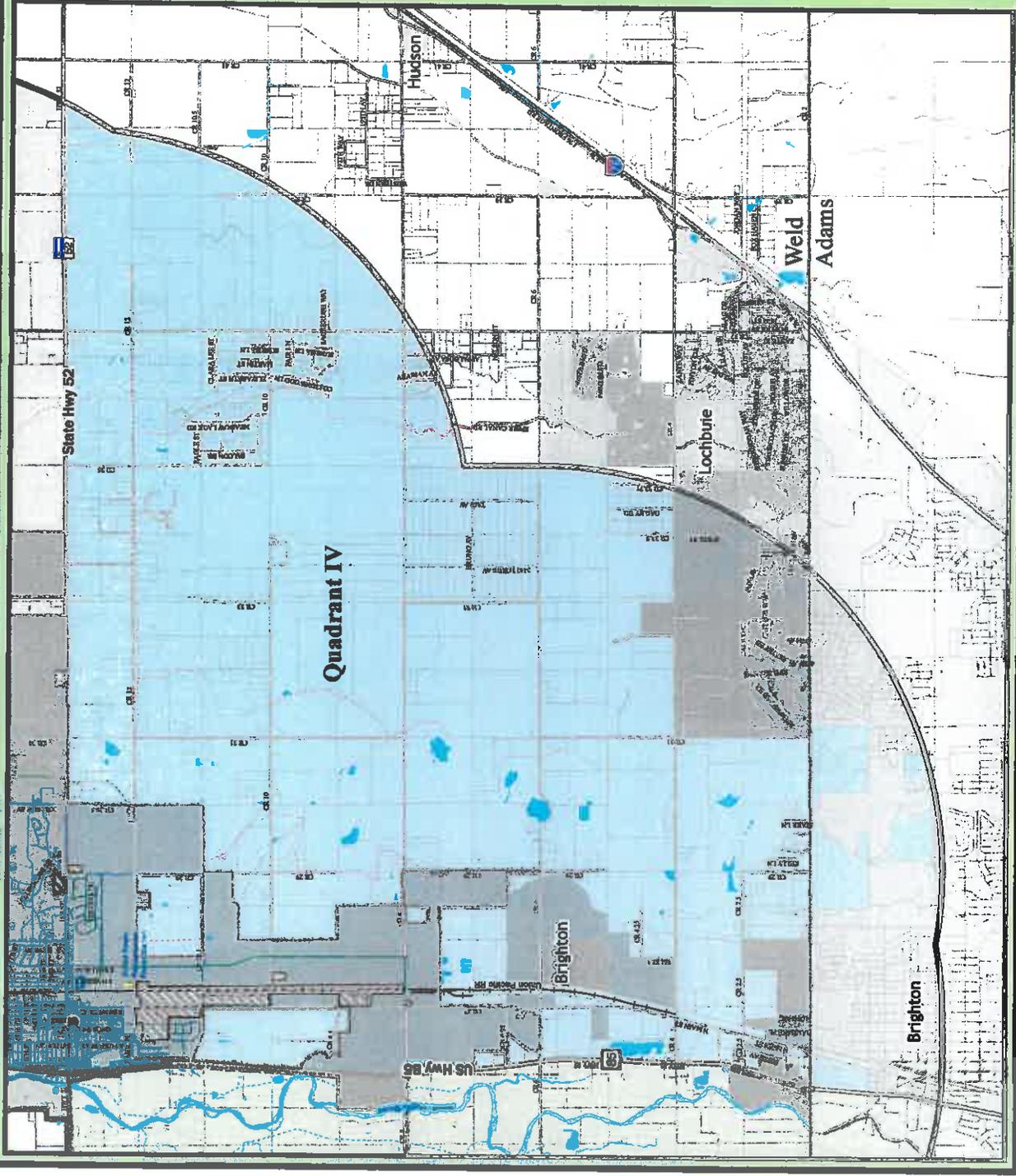
**Legend**

- Three Mile Parcel Boundary with Quadrants
- Weld County Parcels/ Adams County Census Blocks
- Fort Lupton City Limits
- Roads
- Highways
- Railroads
- Water
- Sanitary Sewer Lines
- Waterlines
- Planned Trails
- Infill
- Airport
- Wastewater Treatment Plant
- Transmission Power Station
- Water Treatment Plant
- Cemetery
- Parks
- Police Station
- School
- Fire Station
- Post Office
- Library
- Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, US Census Bureau

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# 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 2016-009

## APPROVING RESOLUTION 2016Rxxx RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2017

- I. **Agenda Date:** Council Meeting – January 4, 2016
- II. **Attachments:**
- a. Resolution 2016Rxx
  - b. Advisory Committee Applications

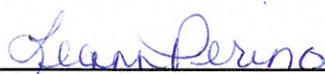
III. **Summary Statement:**

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

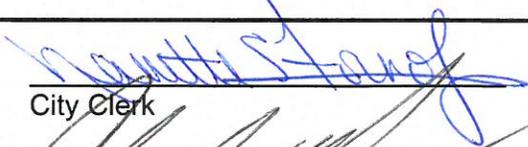
*All voting members of advisory committees shall live within one of the following zones (school district, fire district, or Fort Lupton zip code).*

IV. **Fiscal Note:** None noted.

Finance Department Use Only

  
Finance Director

V. **Submitted by:**

  
City Clerk

VI. **Approved for Presentation:**

  
City Administrator

VII. **Certification of Council Approval:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**VIII. Detail of Issue/Request:**

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

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

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

**IX. Legal/Political Considerations:**

*None noted.*

**X. Alternatives/Options:**

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

**XI. Financial Considerations:**

*None noted.*

**XII. Staff Recommendation:**

*Approve the proposed resolution*

**RESOLUTION 2016Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2017.**

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

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the corresponding Advisory Committees for a term beginning January 1, 2016 and ending December 31, 2017.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4th DAY OF JANUARY 2016.**

City of Fort Lupton, Colorado

\_\_\_\_\_  
Tommy Holton, Mayor

Attest:

\_\_\_\_\_  
Nanette S. Fornof, MMC  
City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney

**EXHIBIT "A"**  
**Advisory Committee Appointments**

<b>BOARD OF ADJUSTMENT</b>		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Todd Hodges	01/01/2016 – 12/31/2017	City Liaison
<b>CEMETERY COMMITTEE</b>		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Cris Criswell	01/01/2016 – 12/31/2017	
Rosalie Everson	01/01/2016 – 12/31/2017	Non-voting member
Phil Gabel	01/01/2016 - 12/31/2017	
Roy Vestal		City Liaison
Nanette Fornof		City Liaison
<b>CULTURE, PARKS &amp; RECREATION COMMITTEE</b>		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Bill Griffis	01/01/2016 – 12/31/2017	
Linda McCollam	01/01/2016 – 12/31/2017	
Aaron Herrera		City Liaison
<b>FINANCE/UTILITY COMMITTEE</b>		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Timothy Hoskens	01/01/2016 – 12/31/2017	
Jim Sidebottom	01/01/2016 – 12/31/2017	
Leann Perino		City Liaison
<b>GOLF COMMITTEE</b>		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Roberto Cardenas	01/01/2016 – 12/31/2017	
Walter Jeter	01/01/2016 – 12/31/2017	
Janice Martin	01/01/2016 – 12/31/2017	
Robert Mealy	01/01/2016 – 12/31/2017	
Dustin Weller	01/01/2016 – 12/31/2017	
Claud Hanes		City Liaison
<b>HISTORIC PRESERVATION BOARD</b>		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Alyssa Knutson		City Liaison
<b>MUSEUM AND HISTORY COMMITTEE</b>		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Reid Graves	01/01/2016 – 12/31/2017	
Dawn Koshio	01/01/2016 – 12/31/2017	
Monty Schuman		City Liaison
<b>PUBLIC SAFETY COMMITTEE</b>		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Ken Poncelow		City Liaison

**SENIOR ADVISORY COMMITTEE**

<b>Name</b>	<b>Term</b>	<b>Position</b>
BJ Buchmann	01/01/2016 – 12/31/2017	
Judy Ceretto	01/01/2016 – 12/31/2017	
James Ripka	01/01/2016 – 12/31/2017	
Doris Semroska	01/01/2016 – 12/31/2017	
Marlene Stieber	01/01/2016 – 12/31/2017	
Sheri Sugiura-Newkirk	01/01/2016 – 12/31/2017	
Monty Schuman		City Liaison

**SPECIAL PROJECTS COMMITTEE**

<b>Name</b>	<b>Term</b>	<b>Position</b>
Claud Hanes		City Liaison

RECEIVED  
DEC - 7 2015

City of Fort Lupton  
**APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT**

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12/3/15

City of Fort Lupton Resident? Yes

No

Name: CRIS CRISWELL

Home Phone: (303) 901-1000

Address: 195 VALLE DR

Cell Phone: (303) 901-1000

FT. Lupton CO 80621

Work Phone: \_\_\_\_\_

Occupation: Retired

e-mail: CHESNEYC@AOL.COM

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

CEMETERY COMMITTEE

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

---

---

---

---

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

---

---

---

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

---

---

---

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

---

---

Signature of Applicant:

[Handwritten Signature]

OK  
[Handwritten initials]



(See Reverse Side)

City of Fort Lupton  
**APPLICATION FOR CITIZEN ADVISORY BOARD/  
 COMMISSION APPOINTMENT**

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 DEC 4 - 2015  
 BY: \_\_\_\_\_

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Date: Dec 3, 2015 City of Fort Lupton Resident? Yes  No

Name: Rosalie Everson Home Phone: 303 120 1111  
 Address: 15291 Wagon Wheel Dr Cell Phone: 719 211 1111  
Brighton Co 80603 Work Phone: \_\_\_\_\_  
 Occupation: \_\_\_\_\_ e-mail: R.D. Everson@hotmail.com

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

Cemetery

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

Have been a member for several years

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Aside from my belief that Hillside is a treasure, one of the best friends I'll ever have is now a 'resident' who loved this cemetery.

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

\_\_\_\_\_  
 \_\_\_\_\_

Signature of Applicant: Rosalie Everson

OK  
 [Signature]



(See Reverse Side)

# City of Fort Lupton APPLICATION FOR CITIZEN ADVISORY BOARD/ COMMISSION APPOINTMENT

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Date: 12/1/15 City of Fort Lupton Resident? Yes  No

Name: Phil Gabel Home Phone: 303 577 2222

Address: 13504 WCR 12 Cell Phone: \_\_\_\_\_

Fort Lupton, Co 80621 Work Phone: \_\_\_\_\_

Occupation: Relioid e-mail: \_\_\_\_\_

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

Cemetery

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

on committee for many yrs.

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

Knowledge of the cemetery and its operations

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

live next to the cemetery - interested in its operations & visual

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

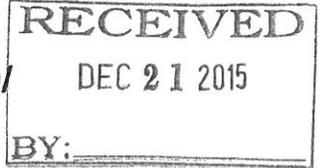
Signature of Applicant: \_\_\_\_\_

*OK  
P.E.D.*



(See Reverse Side)

City of Fort Lupton  
APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT



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Date: 12-21-15 City of Fort Lupton Resident? Yes  No

Name: Bill Griffis  
Address: P.O. Box 486  
320 4th St  
Occupation: retired.

Home Phone: 303-857-7000  
Cell Phone: 720-90-...  
Work Phone: N/A  
e-mail: hgollydog@comcast-net

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

Parks & Rec

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

Parks & Rec Have served on Golf board, Cemetery board.  
Frequent patron of rec center - Volunteer at Coyote Creek

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

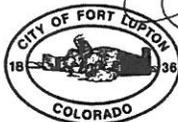
3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

All citizens are obliged to give back to  
community.

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

Signature of Applicant: Bill Griffis

OK  
[Signature]



(See Reverse Side)

**City of Fort Lupton**  
**APPLICATION FOR CITIZEN ADVISORY BOARD/**  
**COMMISSION APPOINTMENT**

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 BY: \_\_\_\_\_

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Date: 12-4-15 City of Fort Lupton Resident? Yes  No

Name: Jinda M. Collem Cell Phone: \_\_\_\_\_  
 Home Phone: 303-762-1116  
 Address: 115 8th St Husband Cell Phone: \_\_\_\_\_  
Fort Lupton, CO 80621 Work Phone: \_\_\_\_\_  
 Occupation: Retired e-mail: N/A

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

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

I worked at the high school before retirement and since then I've been involved with PTSA, and the Booster club and remain active at this time.

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

I'm interested in the community and want to stay involved as much as my abilities will allow. I also attend the scrapbooking function once a month and lead the attendees.

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

\_\_\_\_\_  
 \_\_\_\_\_

Signature of Applicant: Jinda M. Collem

OK  
 EA



(See Reverse Side)

City of Fort Lupton  
APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT

RECEIVED  
DEC - 9 2015  
BY: \_\_\_\_\_

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Date: 12-7-15 City of Fort Lupton Resident? Yes  No

Name: Timothy Hoskens Home Phone: \_\_\_\_\_  
Address: 1409 5th St Cell Phone: 303-742-1000  
Fort Lupton CO 80621 Work Phone: \_\_\_\_\_  
Occupation: Concrete Construction Estimator e-mail: thoskens@yahoo.com

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

Finance/Utility Committee

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

Current member of Finance/Utility Committee. Served on the Utility Committee for 4 years.

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

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

I Love Fort Lupton! It makes me proud of myself to serve my city & make it a better place to live!

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

Signature of Applicant: Tim Hoskens

OK  
LEA



(See Reverse Side)

City of Fort Lupton  
**APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT**

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Date: 12-8-15

City of Fort Lupton Resident? Yes  No

Name: Jim Sidebottom Home Phone: \_\_\_\_\_  
Address: 292 Wagon Wheel Dr Cell Phone: \_\_\_\_\_  
Fort Lupton Work Phone: \_\_\_\_\_  
Occupation: Retired e-mail: sidebottom

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

Finance / Utility

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

BOARD member

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

MBA - Finance

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

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

Signature of Applicant: \_\_\_\_\_

James Z. Sidebottom

OK  
SEA



(See Reverse Side)

copy 27

# City of Fort Lupton APPLICATION FOR CITIZEN ADVISORY BOARD/ COMMISSION APPOINTMENT

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12-1-15 City of Fort Lupton Resident? Yes  No

Name: Roberto M. Cardenas Home Phone: ---  
Address: 720 2nd Street Cell Phone: same  
Fort Lupton, Colo. 80621 Work Phone: N/A  
Occupation: Retired e-mail: apachebob49@gmail.com

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

Golf Committee

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

Have 3 yrs on Golf Committee current V.P.

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

N/A

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

Have been involved for 3 yrs. and enjoy in the ~~dec~~ desisition making and overseeing of the golf course

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

N/A

Signature of Applicant:

Roberto M. Cardenas

*Handwritten initials/signature*



(See Reverse Side)

City of Fort Lupton  
**APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT**

RECEIVED  
NOV 30 2015  
BY:

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 11-30-2015

City of Fort Lupton Resident? Yes  No

Name: Walter R. Jeter

Home Phone:                     

Address: 311 Clubhouse Drive

Cell Phone: 919-          

Work Phone:                     

Occupation: Retired

e-mail: oldwclt311@yahoo.com

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

Golf Advisory Committee

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

2 terms on Golf Advisory Committee

CrossRoad church

Family

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

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

I believe in the City of Fort Lupton

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

Signature of Applicant: Walter R. Jeter

*Handwritten initials/signature*



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(See Reverse Side)

City of Fort Lupton  
APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT

RECEIVED  
DEC 14 2015  
BY:

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12-10-15 City of Fort Lupton Resident? Yes  No

Name: Janice Martin Home Phone: 303 501 1111  
Address: 1743 Homestead Dr. Cell Phone: 602 602 1111  
Fort Lupton, CO 80621 Work Phone: \_\_\_\_\_  
Occupation: Retired ☺ e-mail: Janluvgolfing@yahoo.com

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

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

I have worked at the golf course and am familiar with many of the jobs and responsibilities.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

I am interested in the golf course and want to be involved with the success and future growth of the course.

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

\_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant: Janice Martin

OK  
SEA



(See Reverse Side)

City of Fort Lupton  
APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT

RECEIVED  
DEC 4 - 2015  
BY:

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12-4-15 City of Fort Lupton Resident? Yes  No

Name: ROBERT MEALY Home Phone: 303-711-1114  
Address: 1992 SILVERADO LN. Cell Phone: 910-710-1114  
FORT LUPTON, CO. 80621 Work Phone: \_\_\_\_\_  
Occupation: RETIRED e-mail: rmealy@gc.com

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

GOLF ADVISORY COMMITTEE

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

17 YEARS SUPERVISOR OF COMPUTER OPERATIONS

9 YEARS SECURITY OFFICER (ARMED) IN LAS VEGAS

6 YEARS VOLUNTEER MARSHALL AT COYOTE CREEK G.C.

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

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

I WOULD LIKE TO SEE COYOTE CREEK G.C. BECOME ONE OF THE BEST COURSES IN THE AREA.

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

Signature of Applicant: \_\_\_\_\_

Robert L. Mealy

OK  
LW

CITY OF  
**Fort Lupton**  
EST. 1930  
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**City of Fort Lupton**  
**APPLICATION FOR CITIZEN ADVISORY BOARD/**  
**COMMISSION APPOINTMENT**

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 FOR DEPOSIT ONLY  
 TO ACCOUNT OF  
 CITY OF FORT LUPTON

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12/4/2015 City of Fort Lupton Resident? Yes  No

Name: Dustin Weller Home Phone: N/A  
 Address: 321 Clubhouse Dr. Cell Phone: \_\_\_\_\_  
 Occupation: Electrician Work Phone: 3-\_\_\_\_\_  
 e-mail: dwdtwenty2@gmail.com

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

Golf Committee

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

Electrician, Knight of Columbus, avid golfer,  
community minded

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

Master Electrician

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

I live on the golf course and have a  
strong interest in maintenance and improvement  
of the course.

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

Signature of Applicant: \_\_\_\_\_

*[Handwritten Signature]*

*[Handwritten initials: DK, ER]*



(See Reverse Side)

City of Fort Lupton  
APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT

M  
RECEIVED  
DEC 3 - 2015  
BY:

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 11-18-15 City of Fort Lupton Resident? Yes  No

Name: Edward Reid Graves, Jr.

Home Phone: \_\_\_\_\_

Address: 227 Bernard Ct

Cell Phone: 303-857-1111

Fort Lupton

Work Phone: \_\_\_\_\_

Occupation: Real Estate Sales

e-mail: egraves2301@AOL.COM

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

Museum and History Commission

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

Member SPVHS

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

Colo. Real Estate License

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

This is my 2<sup>nd</sup> term. I am currently serving as President

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

Signature of Applicant: ER Graves

OK  
ER



Performance, Integrity, Teamwork,  
Accountability and Service

(See Reverse Side)

City of Fort Lupton  
**APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT**

**RECEIVED**  
DEC - 9 2015  
BY: \_\_\_\_\_

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12/7/15 City of Fort Lupton Resident? Yes  No

Name: Dawn Koshio Home Phone: 1 - \_\_\_\_\_  
Address: 725 S. Broadway Ave Cell Phone: 3 - \_\_\_\_\_  
Occupation: Small Business Owner Work Phone: 3 - \_\_\_\_\_  
e-mail: dkoshio@comcast.net

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

Museum

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

Board of Education - Pe 8

Chamber of Commerce Board of Directors

City of Fort Lupton Museum Advisory Board

Manager - IBM

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

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

I am a native Fort Lupton-ite. My family is from Fort Lupton so I have personal history of Fort Lupton and in Fort Lupton. I take pride in this and want to help retain the rich heritage of Fort Lupton.

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

Signature of Applicant: Dawn Koshio

OK  
ER



(See Reverse Side)

4

# City of Fort Lupton APPLICATION FOR CITIZEN ADVISORY BOARD/ COMMISSION APPOINTMENT

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 10/29/2015 City of Fort Lupton Resident? Yes  No

Name: BJ Buchmann Home Phone: \_\_\_\_\_  
Address: 301 Reynolds St. Cell Phone: \_\_\_\_\_  
Ft. Lupton, CO 80621 Work Phone: \_\_\_\_\_  
Occupation: Asst. Superintendent e-mail: bbuchmann@weld8.org

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)  
Senior Advisory Council  
Seeking Advisory School District representation appointment.

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)  
Current Assistant Supt. Weld8, active in local community and seek to build school community relations & networks with Senior Citizen Advisory Board, City of Ft. Lupton

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:  
School Admin License, both principal & superintendent endorsed. Enjoy ~~work~~ training & experience in building effective teams & collaborations with community service

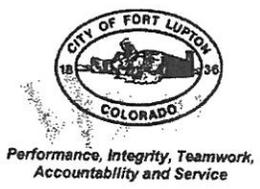
3. Briefly describe the reasons for your interest in serving on this City Board or Commission:  
seek to build community, school district & community relations, communicate and understand local school community needs, enjoy working w/ local citizens

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

**BJ Buchmann**  
Assistant Superintendent of Schools

BJ Buchmann

301 Reynolds Street  
Fort Lupton, CO 80621  
303.857.3200 office  
303.857.3219 fax  
bbuchmann@weld8.org  
Apply online at www.weld8.org



(See Reverse Side)

City of Fort Lupton  
APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT

<sup>M</sup>  
RECEIVED  
DEC - 8 2015  
BY:

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12/04/15 City of Fort Lupton Resident? Yes  No

Name: JUDY CERETTO Home Phone: (3-200-...)  
Address: 213-3<sup>rd</sup> ST. Cell Phone: \_\_\_\_\_  
FORTLUPTON, CO-80621 Work Phone: \_\_\_\_\_  
Occupation: RETIRED e-mail: jrceretto@aol.com

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

SENIOR ADVISORY BOARD

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

HAVE WORKED WITH SENIORS AND BEEN ON THIS BOARD SINCE 1991

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

N/A

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

I WANT TO BE A PART OF SEEING TO IT THAT SENIORS KEEP ACTIVE

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

Signature of Applicant: Judy Ceretto

OK  
CEK



(See Reverse Side)

City of Fort Lupton  
APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT

RECEIVED  
DEC 4 - 2015  
BY: M

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12/5/15

City of Fort Lupton Resident? Yes  No

Name: James R. Ripka

Home Phone: 262 001 7702

Address: 902 Fir Ave

Cell Phone: ---

Fort Lupton Co. 80621

Work Phone: \_\_\_\_\_

Occupation: Retired

e-mail: \_\_\_\_\_

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

Senior Advisory Community (Reappointment)

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

Served For Two years on Senior Advisory Community

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant:

James R. Ripka

OK  
RE



COME PAINT YOUR FUTURE WITH US

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4

# City of Fort Lupton APPLICATION FOR CITIZEN ADVISORY BOARD/ COMMISSION APPOINTMENT

RECEIVED  
DEC - 9 2015  
BY: \_\_\_\_\_

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12-3-15 City of Fort Lupton Resident? Yes  No

Name: Doris J. Semroska Home Phone: \_\_\_\_\_  
Address: 900 Hoover Ave Cell Phone: \_\_\_\_\_  
Fort Lupton, Co. 80621 Work Phone: \_\_\_\_\_  
Occupation: Retired e-mail: \_\_\_\_\_

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

Senior Advisory Committee

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

On Senior Advisory Committee for 8 years  
Own Home in Ft Lupton for 38 years

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

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

Want to keep abreast of Ft Lupton & their activities  
& projects - current & upcoming.

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

Signature of Applicant: Doris Semroska

OK  
LEW



(See Reverse Side)

City of Fort Lupton  
APPLICATION FOR CITIZEN ADVISORY BOARD/  
COMMISSION APPOINTMENT

14  
RECEIVED  
DEC 14 2015  
BY:

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12-8-15 City of Fort Lupton Resident? Yes  No

Name: Marlene Stuber Home Phone: 303-555-1111  
Address: 720 S. McKinley Ave Cell Phone: N/A  
Fort Lupton, CO 80621 Work Phone: N/A  
Occupation: retired e-mail: marlenestuber@gmail.com

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

Senior Citizen Advisory Commission

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

Twenty plus years at Housing Authority w/ 50 units of elderly. This committee, Preservation Board and Historical Society all contribute to the city & residents well-being.

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

special training with eye, ear & mobility issues while working at the Housing Authority

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

I would like to continue trying to keep our senior citizens educated and involved in the community

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

Signature of Applicant: Marlene Stuber

OK  
Jed



(See Reverse Side)

4

**City of Fort Lupton**  
**APPLICATION FOR CITIZEN ADVISORY BOARD/**  
**COMMISSION APPOINTMENT**

RECEIVED  
 DEC 11 2015  
 BY: \_\_\_\_\_

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Date: 12-9-15 City of Fort Lupton Resident? Yes  No

Name: SHERI SUGIURA-NEWKIRK Home Phone: \_\_\_\_\_  
 Address: 635 S. BROADWAY AVE Cell Phone: 303-857-8888  
FT. LUPTON, CO 80621 Work Phone: \_\_\_\_\_  
 Occupation: EDUCATION e-mail: Sugi888@aol.com

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

CITIZEN'S ADVISORY BOARD

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

FT. LUPTON POLICE DEPT 4-85 TO 6-99  
CERTIFIED SCHOOL TEACHER 1971 TO 1990, 2005 TO 2015  
FOUNDER AND HEAD INSTRUCTOR AO-OHI JUDO CLUB  
1985 TO 1997, FT. LUPTON POLICE COMMITTEE 2012-2014

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

P.O.S.T. CERTIFIED 1980 TO 2003

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

I BELIEVE IT IS IMPORTANT TO BE INVOLVED IN ACTIVITIES WITH THE CITY OF FT. LUPTON.

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

Signature of Applicant: \_\_\_\_\_

Sheri Sugura-Newkirk

OK  
 [Signature]



(See Reverse Side)

**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 2016-003**

**AUTHORIZING APPROVAL OF THE FIFTH INTERIM AGREEMENT FOR THE WINDY GAP FIRING PROJECT FOR AN AMOUNT NOT TO EXCEED \$167,843 TO BE PAID AFTER JANUARY 1, 2016 AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.**

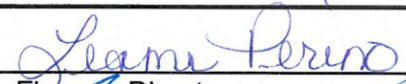
- I. **Agenda Date:** Council Meeting – January 4, 2016
  
- II. **Attachments:** 1. Fifth Interim Agreement to the Windy Gap Firing project
  
- III. **Summary Statement:**

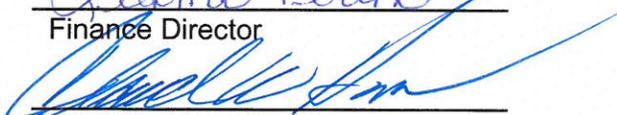
*The Fifth Phase of the Project consists of continuation of work to obtain local, state and federal permits and approvals required for the Project; detailed engineering design including preparation of plans and specifications for contractor procurement; additional land acquisition; planning and implementation of required mitigation and enhancement measures; development of contracts and other agreements that will be required to integrate the Project with the Windy Gap Project; development of alternatives for financing the Project; and related activities.*

IV. **Fiscal Note:** \_\_\_\_\_  
\_\_\_\_\_

Finance Department Use Only

  
\_\_\_\_\_  
Finance Director

V. **Submitted by:**   
\_\_\_\_\_  
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 Fifth Phase of the Project consists of continuation of work to obtain local, state and federal permits and approvals required for the Project; detailed engineering design including preparation of plans and specifications for contractor procurement; additional land acquisition; planning and implementation of required mitigation and enhancement measures; development of contracts and other agreements that will be required to integrate the Project with the Windy Gap Project; development of alternatives for financing the Project; and related activities. The City's pro-rata share of the NEPA costs for 2016 will be \$167,843.*

**IX. Legal/Political Considerations:**

*None.*

**X. Alternatives/Options:**

- 1. Approve the agreement for the District*
- 2. Do not approve the agreement and stop participating in the Windy Gap Firing Project.*

**XI. Financial Considerations:**

*The City's 2016 Financial Plan includes a budget of \$167,843 for the Windy Gap Firing Project in the Water Sales Tax Fund. Payment to Northern Colorado Water Conservancy District will be made after January 1, 2016.*

**XII. Staff Recommendation:**

*Approve the \$167,843 payment for the Windy Gap Firing Project and authorize the Mayor to sign the fifth interim agreement between Northern Colorado Water Conservation District and the Municipal Subdistrict.*

FIFTH INTERIM AGREEMENT BETWEEN THE  
MUNICIPAL SUBDISTRICT,  
NORTHERN COLORADO WATER CONSERVANCY DISTRICT  
WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE,  
AND  
**THE CITY OF FORT LUPTON**  
FOR PARTICIPATION IN THE  
WINDY GAP FIRING PROJECT

This Agreement is made and entered into as of January 4, 2016, by and between the Municipal Subdistrict, Northern Colorado Water Conservancy District (a quasi-municipal entity and political subdivision of the State of Colorado) (the "Subdistrict"), acting by and through its Windy Gap Firing Project Water Activity Enterprise (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 (the "WGF Enterprise"), and the City of Fort Lupton whose address is 130 South McKinley Avenue, Fort Lupton, Colorado 80621 ("Participant").

Recitals

- A. The WGF Enterprise is developing a water storage project (the "Project") for the purpose of storing water produced by the Windy Gap Project, or other water that is physically and legally capable of being introduced into the Project from the facilities of the Colorado-Big Thompson Project.
- B. Overall Project costs will be divided among the entities which participate in the Project.
- C. The First Phase of the Project consisted of preliminary studies to evaluate potential reservoir sites. The First Phase has been accomplished and there appear to be a number of potential reservoir sites that may serve the needs of the Project.
- D. The Second Phase of the Project consisted of engineering work, environmental studies, alternatives analysis and related work. The Second Phase is complete.
- E. The Third Phase of the Project, consisted of environmental and other permitting, further engineering studies, and preliminary design work, but not land acquisition.
- F. The Fourth Phase of the Project consisted of a continuation of the activities started in the Third Phase, plus land acquisition. The environmental permitting is not complete, but project participants desire to move into the Fifth Phase of the Project.
- G. The Fifth Phase of the Project consists of continuation of work to obtain local, state and federal permits and approvals required for the Project; detailed engineering design including preparation of plans and specifications for contractor procurement; additional land acquisition; planning and implementation of required mitigation and enhancement measures; development of contracts and other agreements that will be required to

integrate the Project with the Windy Gap Project; development of alternatives for financing the Project; and related activities (“the Fifth Phase”). Completion of the Fifth Phase of the Project on behalf of the Participants will require additional funding.

#### Agreement

1. Participant agrees to participate in the Fifth Phase of the Project under and pursuant to the terms and conditions of this Agreement. Participation in the Fifth Phase of the Project in no way obligates Participant to subsequent phases of the Project or to continue involvement in the Project in any manner.
2. Participant’s storage capacity allocation in the Project shall be 1,050 acre-feet of water. Participant may request a change in allocated storage capacity for the Project. The change will be implemented by the WGFP Enterprise only if it will not adversely affect local, state, and federal permits and approvals for the Project, so long as any increased costs are paid by the Participant. In addition, Participant may increase its allocated storage capacity only if there is sufficient unallocated storage capacity in the Project to accommodate the increase. In the event that more than one participant seeks to increase its allocated storage capacity, and there is not sufficient unallocated storage capacity in the Project to accommodate all requested increases, the unallocated Project storage capacity shall be allocated to each participant seeking an increase pro rata based on such participant’s capacity allocation in the Fifth Phase of the Project. If a change in Participant’s capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that each participant pays a share of the Fourth and Fifth Phase costs of the Project after the change equal to the participant’s share of the final allocation of storage capacity in the Project.
3. Participant agrees to provide to the WGF Enterprise funds for its pro rata share of the costs necessary to complete the Fifth Phase of the Project. The WGF Enterprise estimates that Participant’s pro rata share of the costs of the Fifth Phase of the Project is \$167,843 for the 2016 calendar year. Participant will pay the WGF Enterprise its pro rata share of the 2016 calendar year costs on or before March 1, 2016. This estimated cost will not be increased or exceeded without the prior written approval of Participant. However, if the Fifth Phase of the Project cannot be completed within this estimated cost, the WGF Enterprise is not obligated to complete the Fifth Phase of the Project for the benefit of Participant unless sufficient additional pro rata funds as determined by the WGF Enterprise are provided by Participant. Attached hereto as Exhibit A is a table showing the pro rata share of the costs of the Fifth Phase of the Project for each Participant based upon current allocations of capacity in the Project.
4. In the event that Participant fails to make any of the payment set forth above at the specified time, the WGF Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of Participant. The WGF Enterprise shall give Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for Participant's benefit under this paragraph. Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. Participant shall in any event be

responsible for its pro rata share of costs of the Fifth Phase of the Project actually incurred by the WGF Enterprise up to the date of termination of this Agreement.

5. The WGF Enterprise agrees to diligently pursue the Fifth Phase of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other Participants under similar agreements. By entering into this Agreement and accepting payments from Participant, the WGF Enterprise does not obligate itself to, nor does the WGF Enterprise warrant, that it will proceed with construction of the Project beyond the Fifth Phase or that it will construct or operate the Project. At the end of the Fifth Phase, the WGF Enterprise will determine after consultation with the participants whether to proceed with the Project. The WGF Enterprise agrees that, if the participants provide all required funding, if the WGF Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by sufficient participants to fully fund the Project. In such event, the Participant shall have the right to participate in the funding, construction and operation of the Project in the amount of storage capacity allocated to Participant in paragraph 2 above, so long as the Project as finally configured is sufficiently large to accommodate the total amount of storage capacity allocated to all participants in the Fifth Phase of the Project. If the Project as finally configured is not sufficiently large to accommodate the total amount of storage capacity allocated to all participants in the Fifth Phase of the Project, the available storage capacity in the Project shall be allocated to each participant pro rata based on such participant's capacity allocation in the Fifth Phase of the Project. In the event that the WGF Enterprise decides not to proceed with the Project, it will so notify Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, Participant shall not be entitled to any return of funds paid to the WGF Enterprise for the Project, unless payments by Participants exceed the WGF Enterprise's costs, in which case a pro rata refund will be made. In the event of such termination, Participant shall be entitled to receive copies of any work products developed by the WGF Enterprise or its consultants on behalf of Participant, and WGF Enterprise shall convey to Participant, as a tenant in common with all other Participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the WGF Enterprise for the Project with funds provided under this Agreement or similar agreements with other Participants.
7. Participant shall have the right to assign this Agreement and Participant's rights hereunder, with the written consent of the WGF Enterprise, which consent shall not be unreasonably withheld, to any person or entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.
8. In the event that this Agreement is terminated for any reason, Participant shall not be entitled to any return of any funds paid to the WGF Enterprise for the Project, and the WGF Enterprise shall have no further obligations to Participant, except as provided in Paragraph 6 above for those Participants who have not been terminated under Paragraph 4 above.

9. This Agreement is the entire agreement between the WGF Enterprise and Participant regarding participation in the Project and shall be modified by the parties only by a duly executed written instrument approved by Participant and the WGF Enterprise's Board of Directors.
10. This Agreement is subject to approval by the WGF Enterprise's Board of Directors and shall become binding on the WGF Enterprise only upon such approval.
11. This Agreement is for the 2016 Fiscal Year. Expenditures for subsequent fiscal years will be the subject of Amendments to this Agreement.

CITY OF FORT LUPTON

MUNICIPAL SUBDISTRICT, NORTHERN  
COLORADO WATER CONSERVANCY  
DISTRICT, ACTING BY AND THROUGH  
THE WINDY GAP FIRING PROJECT  
WATER ACTIVITY ENTERPRISE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Windy Gap Firming Project Allocation of Costs for Fifth Interim Agreement (Phase 5)

Estimated NEPA Costs due March 1, 2016:    \$ 13,775,950

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Participant	Requested Storage Volume (af)		Share of Phase 5 Cost
Broomfield	25,200	\$	4,028,243
CWCWD	330	\$	52,751
Erie	6,000	\$	959,105
Evans	1,750	\$	279,739
Fort Lupton	1,050	\$	167,843
Greeley	7,000	\$	1,118,956
Lafayette	1,800	\$	287,732
Little Thompson WD	4,850	\$	775,277
Longmont	12,000	\$	1,918,211
Louisville	2,700	\$	431,597
Loveland	7,000	\$	1,118,956
PRPA	12,000	\$	1,918,211
Superior	4,500	\$	719,329
TOTAL	86,180	\$	13,775,950

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**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 2016-004**

**APPROVING THE TWELTH INTERIM AGREEMENT WITH AND PAYMENT TO THE NORTHERN INTEGRATED SUPPLY PROJECT (NISP) WATER ACTIVITY ENTERPRISE OF \$262,500 FOR PHASE 4 OF THE PROJECT FUNDED OUT OF THE WATER SALES TAX FUND**

I. **Agenda Date:** Council Meeting – January 4, 2016

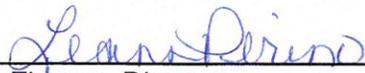
II. **Attachments:** a. Proposed Agreement.

III. **Summary Statement:**

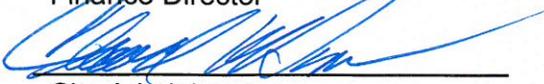
The proposed agreement with the Northern Colorado Water Conservancy District (NCWCD) through the Northern Integrated Supply Project Water Activity Enterprise (NISP) is continuing Phase 3A and Phase 4 of the Project. Phase 3A consist of continuing work with federal agencies to obtain permitting. Phase 4 continues the preliminary geotechnical analysis and design work started in 2015.

IV. **Fiscal Note:** \_\_\_\_\_  
\_\_\_\_\_

Finance Department Use Only

  
Finance Director

V. **Submitted by:**   
Finance Director

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

VII. **Attorney Reviewed** \_\_\_\_\_ Approved \_\_\_\_\_ Pending Approval

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

**VIII. Detail of Issue/Request:**

The proposed agreement with the Northern Colorado Water Conservancy District (NCWCD) through the Northern Integrated Supply Project Water Activity Enterprise (NISP) is continuing Phase 3A and Phase 4 of the Project. Phase 3A consists of agency consulting with the U.S. Army Corp of Engineers and other agencies, compliance with National Environmental Policy Act and other federal permitting, field work and analysis for permitting, modeling and design. Phase 4 the preliminary design and geotechnical investigation for Glade Reservoir and the associated appurtenant facilities.

Fort Lupton's pro-rata share of the cost of these phases is estimated to be \$262,500 for 2016, and payment of that amount is requested by January 15, 2016.

**IX. Legal/Political Considerations:**

There is no guarantee that this project will continue beyond Phase 4, unless the necessary permits are granted. The City has the right to assign its rights under this agreement, with the written consent of NISP.

**X. Alternatives/Options:**

If the City should decide not to pay the amount requested, it would lose its rights in this project and the money invested to this point.

**XI. Financial Considerations:**

This amount is budgeted in the 2016 Water Sales Tax budget and payment is to be made by January 15, 2016

**XII. Staff Recommendation:**

Approve the 12<sup>th</sup> Interim Agreement with Northern Colorado Water Conservancy District for the Northern Integrated Supply Project and approve payment of an amount not to exceed \$262,500.

TWELFTH INTERIM AGREEMENT WITH THE  
NORTHERN COLORADO WATER CONSERVANCY DISTRICT,  
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,  
FOR PARTICIPATION IN THE  
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of January 4, 2016, by and between the Northern Colorado Water Conservancy District (a quasi-municipal entity and political subdivision of the State of Colorado), acting by and through its Northern Integrated Supply Project Water Activity Enterprise (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 (the "NISP Enterprise"), and City of Fort Lupton, whose address is 130 S. McKinley Ave., Fort Lupton, CO 80621-0148 ("Participant").

Recitals

- A. The NISP Enterprise is developing a water project (the "Project") for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First Phase of the Project consisted of preliminary studies to evaluate potential Poudre reservoir sites and the South Platte Water Conservation Project. The First Phase has been accomplished and there appear to be potential project configurations that may serve the needs of the Project.
- D. The Second Phase of the Project consisted of additional reservoir site evaluations, alternatives analysis, environmental studies, financial analyses, and related work. The Second Phase has been completed and the participants have selected alternatives that may serve the needs of the Project.
- E. The NISP Enterprise has commenced the Third Phase of the Project. The Third Phase, Years 1 and 2 (2004 and 2005), consisted of agency consultation, commencement of permitting with the U.S. Army Corps of Engineers and other agencies, commencement of compliance with the National Environmental Policy Act and other requirements for federal permitting, commencement of field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- F. The Third Phase, Year 3 through Year 6 (2006, 2007, 2008, and 2009), consisted of continuation of 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.

- G. The Third Phase, Years 7 through 13 (hereinafter referred to as “Phase 3A”), will consist 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.
- H. The Fourth Phase will consist of the Preliminary Design and phase I Geotechnical Investigation for Glade Reservoir
- I. It is necessary that the NISP Enterprise pursue Phase 3A and 4 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.
- J. This Third and Fourth Phase of the Project on behalf of the participants will require continued funding from the participants.

#### Agreement

1. Participant agrees to participate in Phase 3A and Phase 4 of the Project, under and pursuant to the terms and conditions of this Agreement. Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A and Phase 4 is included in Exhibit A. Participation in these phases of the Project in no way obligates Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.
2. For the purposes of cost allocation in Phase 3A and Phase 4, the cost is based upon the Participant’s base requested capacity divided by the total requested base Project yield. The Participant’s initial base requested capacity in the Project is 3000 acre-feet of water yield. Attached hereto as Exhibit B is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for 2016 for each Participant. The Participant may request a reduction, but not an increase, in base requested capacity, which will be implemented by the NISP Enterprise so long as any increased costs of design, environmental studies, permitting or other matters are paid by the Participant. If a reduction in Participant’s base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of Phase 3A and Phase 4 costs of the Project after the change based on their final base requested capacity. For purposes of the environmental analysis for the Project, the Participant’s permitted capacity in the Project is 3000 acre-feet of water yield. In the event that Participant’s base requested capacity is increased or decreased, Participant’s permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.
3. Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the

anticipated 2016 costs necessary for Phase 3A and Phase 4 of the Project. The NISP Enterprise estimates that Participant's pro rata share of the costs of the Project is \$262500 for 2016. Participant will pay the NISP Enterprise its pro rata share of these 2016 costs on or before January 15, 2016. These estimated costs will not be increased or exceeded without the prior written approval of Participant. Participant funds that are not expended during Phase 3A and Phase 4 will be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A and Phase 4.

4. In the event that Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of Participant. The NISP Enterprise shall give Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for Participant's benefit under this paragraph. Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. Participant shall in any event be responsible for its pro rata share of the 2016 costs of Phase 3A and Phase 4 of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.
5. The NISP Enterprise agrees to diligently pursue Phase 3A and Phase 4 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will, proceed with the Project beyond Phase 4 or that it will construct or operate the Project. At the end of the Fourth Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by sufficient participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs, in which case a pro rata refund will be made. In the event of such termination, Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of Participant, and NISP Enterprise shall convey to Participant, as a tenant in common with all other participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants.
7. Participant shall have the right to assign this Agreement and Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any person or entity that is eligible to receive water deliverable

through the Project and that is financially able to perform this Agreement.

8. In the event that this Agreement is terminated for any reason, Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project, and the NISP Enterprise shall have no further obligations to Participant, except as provided in Paragraphs 3 and 6 above for those participants who have not been terminated under paragraph 4 above.
9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of \$262500 set forth in paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into, except that Participant shall be entitled to a return of funds paid to the NISP Enterprise as provided in paragraph 8 above.
10. In the event that additional costs must be incurred for Phase 3A and Phase 4 in 2016, the parties may amend this Agreement in writing to provide for further payment by Participant of the costs for 2016. However, Participant is not obligated under this Agreement to pay any costs for Phase 3A and Phase 4 beyond the costs stated in paragraph 3 above.
11. This Agreement is the entire agreement between the NISP Enterprise and Participant regarding participation in Phase 3A and Phase 4 of the Project and shall be modified by the parties only by a duly executed written instrument approved by Participant and the NISP Enterprise's Board of Directors.
12. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

CITY OF FORT LUPTON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NORTHERN COLORADO WATER  
WATER DISTRICT CONSERVANCY DISTRICT, ACTING BY AND THROUGH  
THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY  
ENTERPRISE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF PHASE 3A and PHASE 4  
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of the permitting work associated with NISP. The work in 2016 will largely be efforts in support of the completion of the Final EIS, technical analyses required for the Final EIS, work in support of development of the Final EIS itself, mitigation development, preparation of the State of Colorado 401 Certification documents, and development of the State of Colorado Fish and Wildlife Mitigation Plan. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 4 will consist of the preliminary design and Phase I geotechnical investigations for Glade Reservoir and the associated appurtenant facilities. The work is anticipated to take place during the years 2015, 2016, and 2017.

EXHIBIT B  
PARTICIPANT YIELD AND COSTS  
PHASE 3A AND PHASE 4

Participant	Project Yield (Acre-ft)	Percent of Project	Additional Budget Request
Central Weld Co. W.D.	3,500	8.75%	\$ 306,250
Dacono	1,000	2.50%	\$ 87,500
Firestone	1,300	3.25%	\$ 113,750
Frederick	2,600	6.50%	\$ 227,500
Eaton	1,300	3.25%	\$ 113,750
Erie	6,500	16.25%	\$ 568,750
Evans	1,600	4.00%	\$ 140,000
Fort Collins-Loveland. W.D.	3,000	7.50%	\$ 262,500
Fort Lupton	3,000	7.50%	\$ 262,500
Fort Morgan	3,600	9.00%	\$ 315,000
Lafayette	1,800	4.50%	\$ 157,500
Lefthand W.D.	4,900	12.25%	\$ 428,750
Morgan County Q.W.D.	1,300	3.25%	\$ 113,750
Severance	1,300	3.25%	\$ 113,750
Windsor	3,300	8.25%	\$ 288,750
<b>Total</b>	<b>40,000</b>	<b>100.00%</b>	<b>\$ 3,500,000</b>

**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 2016-005**

**2016 Aerial Photography Project**

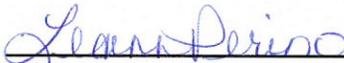
- I. **Agenda Date:** Council Meeting – January 4, 2016
  
- II. **Attachments:**
  - a. Letter of Intent to the Denver Regional Council of Governments
  - b. License Agreement for participation in the Denver Regional Aerial Photography Project
  - c. Proposed aerial photography extent map

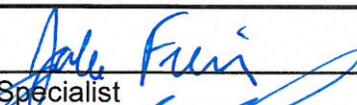
III. **Summary Statement:**

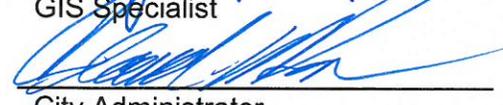
*The 2016 Budget includes \$90,000 for the purchase of aerial photography. By partnering with the Denver Regional Council of Governments in their Denver Regional Aerial Photography Project, the City can obtain 121 square miles of aerial photography for a cost not to exceed \$50,000.*

IV. **Fiscal Note:** \_\_\_\_\_  
\_\_\_\_\_

Finance Department Use Only

  
\_\_\_\_\_  
Finance Director

V. **Submitted by:**   
\_\_\_\_\_  
GIS Specialist

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:**

City Council approved \$90,000 in the budget for aerial photography in 2016. Through some initial research, it was determined that to get the lowest pricing and largest geographic coverage it would be necessary to partner with the Denver Regional Council of Governments (DRCOG) as an add-on to their Denver Regional Aerial Photography Project (DRAPP). The requested add-on will allow the City to obtain approximately 121 square miles of full color, 3" pixel aerial photography. See the attached map illustrating the proposed aerial photography coverage extent. Despite being a partner in DRCOG's project, the City will have full ownership rights to the photography including its distribution and sales. By submitting the attached Letter of Intent and signing the License Agreement, the City is agreeing to participate in the project at a price not to exceed \$50,000.

Through an RFP process, DRCOG chose Sanborn, a Colorado Springs-based aerial photo vendor. Sanborn is a well-respected aerial photo and mapping company. The aerial photo imagery will be acquired during the spring of 2016 with full product delivery by 12/31/2016.

Currently the City has access to Weld County's 2014 aerial photography through a data sharing agreement. The aerial photography is full color but at a coarser, 6" pixel resolution which is not always optimal for City-level mapping and GIS uses. Moreover, the City does not own the photography and our uses are constrained by the data sharing agreement we have signed with Weld County.

Initial research by staff led to the \$90,000 budget request. As a stand-alone City project (one not made in conjunction with a larger entity such as DRCOG), costs are much higher. For example, initial estimates for the \$90,000 price tag were for an area approximately 50 square miles.

**X. Legal/Political Considerations:**

Not applicable

**XI. Alternatives/Options:**

- a. Explore other options for aerial photography acquisition outside of the DRCOG project
- b. Refusal to purchase any aerial photography in 2016

**XII. Financial Considerations:**

\$90,000 was budgeted in the General Fund for this project. Partnering with DRCOG will save the City a minimum of \$40,000.

**XIII. Staff Recommendation:**

Staff recommends submitting the Letter of Intent and signing the License Agreement to participate in DRCOG's DRAPP project at a cost not to exceed \$50,000.



COME PAINT YOUR FUTURE WITH US

## Planning & Building

130 S. McKinley Avenue  
Fort Lupton, CO 80621

Phone: 303-857-6694  
Fax: 303.857.0351

[www.fortlupton.org](http://www.fortlupton.org)

January 4, 2016

Denver Regional Council of Governments  
ATTN: Roberta Cole, Contracts Department  
1290 Broadway, Suite 700  
Denver, CO 80203

Re: Intent to Participate in the 2016 Denver Regional Aerial Photography Project

Attention: Roberta Cole, Contracts Department

Please accept this letter as notification of City of Fort Lupton's commitment to participate in the 2016 Denver Regional Aerial Photography Project (DRAPP).

Based on the cost information you provided, we agree to pay a price not to exceed \$50,000.00 for 3 inch imagery. The deliverable to us will be imagery in TIFF or JPEG covering approximately 121 square miles, which we will delineate for DRCOG. This cost includes WMS access until 12/31/2017 for 10 users.

We understand that this fee will provide us with this imagery to support the goals and objectives of our business activities, subject to the terms and conditions of the DRAPP License Agreement.

Sincerely,

Claud Hanes  
City Administrator

**LICENSING AGREEMENT BY AND BETWEEN THE**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1290 Broadway, Suite 700  
Denver, Colorado 80203  
(DRCOG)

and

**FORT LUPTON**

130 S McKinley Ave  
Fort Lupton, CO 80621  
(PARTNER)

for

**DENVER REGIONAL AERIAL PHOTOGRAPHY PROJECT**

Project Number: 820016

Agreement Number: RV15012

**RECITALS**

WHEREAS, the parties desire to cooperate in the acquisition, preparation, use, and distribution of digital orthoimagery (hereinafter referred to as the "Product") developed through the Denver Regional Aerial Photography Project (hereinafter referred to as "DRAPP" or "Project" interchangeably).

WHEREAS, the Partner is a governmental or public service entity.

NOW THEREFORE, the parties hereto mutually agree as follows:

**1. Purposes**

The purposes of this Agreement are to define the rights and obligations of the parties with respect to the Product and to protect and control the rights, reproduction, and resale of the Product. For purposes of this Agreement, current Product shall mean the version released as part of the most current Project, and past Product shall mean those versions of the Product that have since been replaced with a current Product version or those versions that are more than two years old. Current and past Products may be referred to collectively as "Product."

**2. Term**

The term of this Agreement shall be from the date of execution of this Agreement and shall be valid as long as the entity is using the Product.

**3. Partner Participation**

The Partner will be notified by DRCOG of planned Projects, which typically occur every two (2) years. At that time, the Partner will be asked to submit a Letter of Intent to participate in the current Project. The Partner will also be asked to commit funds as appropriate in its Letter of Intent. If the Partner chooses not to participate in the current Project, it should not submit a Letter of Intent. Following receipt of the Partner's Letter of Intent and upon completion of updated financial projections,

DRCOG will invoice the Partner for its portion of the current Project costs, in accordance with Section 5. In the event that enough local Partner funds are not collected in order to fund the Project, DRCOG may choose not to continue with the current Project. The Partner can continue to use the past Product in accordance with the terms of this Agreement.

#### **4. Termination**

If through any cause, either party should fail to fulfill in a timely and proper manner its obligations under this contract or violate any of the covenants or stipulations in this Agreement, the wronged party has the right to terminate this contract by giving sixty (60) days written notice to the other party of such termination. If DRCOG is at fault in this instance, the Partner will be refunded any payments received for the current Product. If the Partner is at fault, the Partner will return all copies of the current Product in its possession.

#### **5. Payment and License**

In consideration for the payment to DRCOG of the license fee set forth in the Partner's Letter of Intent to participate in DRAPP, DRCOG grants the Partner a non-exclusive, non-transferable license to the Product to be used strictly and only in accordance with the provisions stated in this Agreement. If the Partner participates in the latest Project, the Partner will receive the current Product (in an electronic format determined by DRCOG) for the geographical area it has specified. If the Partner is unable or chooses not to participate in the current Project, it shall not receive the current Product but may continue to use the past Product in accordance with the terms of this Agreement.

DRCOG shall provide an invoice to the Partner for the fee due (in part or in full) in accordance with Partner's Letter of Intent. Partner shall remit the undisputed invoiced amount within thirty (30) days after receipt of an invoice.

#### **6. Use of Product**

##### **a. Past DRAPP Products**

##### **i) Permitted Use**

(1) The Partner may use the Product that they have purchased to meet the goals and objectives of their organization.

##### **b. Current Product**

##### **i) Permitted Use**

(1) The Partner may use the current version of the Product only to meet the goals and objectives of its governmental activities.

#### **7. Product Resale**

a. The Partner may resell only those portions of the Product specific to areas within Fort Lupton.

b. DRCOG agrees not to sell via a DRCOG reseller those portions of the Product specific to areas within Fort Lupton; however, such portions of Product may otherwise be used by DRCOG without restriction (e.g., distributed to other project partners per request).

**8. Limited Warranty and Remedy**

- a. Limited Warranty
  - i) DRCOG shall use its best efforts to ensure that the Product is delivered free of physical defect.
  - ii) DRCOG disclaims any other warranties, express or implied, respecting these terms and conditions or the Product.
- b. Remedy
  - i) Partner's sole and exclusive remedy for breach of this limited warranty will be to return the Product within 60 days of receipt.
  - ii) DRCOG shall, at its discretion, replace the Product or repair the Product and return it to the Partner.

**9. Assignment and Transfer**

Partner shall not disclose, lease, sell, distribute, make, transfer or assign the Product or engage in any other transaction which has the effect of transferring the right of use or part of the Product without the prior written consent of DRCOG, except as noted in Sections 6 and 7 above.

**10. Liability**

Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., each party shall be responsible for any claims, damages, demands or suits arising out of its own negligence.

DRCOG shall not be liable for any activity involving the Product with respect to the following:

- a. The fitness of the Product for a particular purpose.
- b. The use or interpretation of the Product, or the results obtained.

**11. Colorado Law to Govern**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Colorado.

**12. No Continuing Waiver**

The waiver of any default by either party or the failure to give notice of any default shall not constitute waiver of any subsequent default or be deemed to be a failure to give notice with respect to any subsequent default. Waiver of the breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of both parties.

**13. Governmental Immunity**

Notwithstanding any other provision of this Agreement to the contrary, 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, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, their departments, institutions, agencies, boards, officials, and employees are controlled

and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

**14. Invalid/Unenforceable Provision(s)**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

**15. Integration and Amendment**

This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by both parties.

**16. Authority.**

The undersigned signatories of Partner represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Partner to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Partner further understands and agrees that no further certification authority or third party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

**DENVER REGIONAL COUNCIL  
OF GOVERNMENTS  
"DRCOG"**

**FORT LUPTON  
"PARTNER"**

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Administrative Officer

By: \_\_\_\_\_





**IX. Detail of Issue/Request:**

*Kerr-McGee Oil and Gas Onshore LP has approached the city with a three year mineral lease on five small parcels of land (map attached) totaling 0.053512 acres. If production occurs, the city's portion of mineral royalties is 20%. The City Administrator has executed the lease as previously modified by legal counsel and staff.*

**X. Legal/Political Considerations:**

*A nearly identical document was reviewed by legal counsel prior to the November 2, 2015 Council meeting. The only alteration in this lease document is the different parcels. Otherwise, the content is the same.*

**XI. Alternatives/Options:**

- *Council may choose not to sign the mineral lease*
- *Council may ask staff to attempt to negotiate more favorable terms with Kerr-McGee*

**XII. Financial Considerations:**

*If production occurs the royalties a supplemental budget resolution may be necessary to add the revenues to the General Fund.*

**XIII. Staff Recommendation:**

*Staff recommends council approval to ratify the City Administrator's signature on the oil and gas lease from Kerr-McGee Oil and Gas Onshore LP for mineral interests for three years.*



## Kerr-McGee Oil & Gas Onshore LP

A wholly owned subsidiary of Anadarko Petroleum Corporation

1099 18<sup>th</sup> Street  
Denver, CO 80202  
P.O. Box 173779  
Denver, CO 80217-3779  
720-929-6000 (main)

### Sent by UPS Delivery

December 18, 2015

Mr. Claud Hanes  
City Administrator  
City of Fort Lupton  
120 S. McKinley Avenue  
Fort Lupton, Colorado 80621

**Mineral Ownership: Township 1 North, Range 66 West, 6<sup>th</sup> P.M.  
Section 6: Tracts in Lot 6 and Lot 7, Block 10, in the Town of Fort  
Lupton, Weld County, Colorado.**

Dear Mr. Hanes,

This letter follows up on a series of telephone messages we exchanged last week regarding some additional tracts that Kerr-McGee found that were conveyed to the Town of Fort Lupton pursuant to a series of five deeds that were recorded in May of 1916. In my telephone message, I stated that Kerr-McGee would like to obtain an oil and gas lease covering the five tracts in question based on the same terms and conditions included in the oil and gas lease that Kerr-McGee obtained from the City of Fort Lupton last month.

Enclosed are the following items:

- 1) A copy of the oil and gas lease signed on behalf of the City of Fort Lupton on November 3, 2015 covering certain lands in Section 5 and Section 6, Township 1 North, Range 66 West, 6<sup>th</sup> P.M., Weld County, Colorado.
- 2) Copies of the five deeds recorded in 1916 (almost one hundred years ago) that cover lands that Kerr-McGee wishes to lease from the City of Fort Lupton for oil and gas exploration.
- 3) An oil and gas lease that contains the same terms and conditions as the enclosed oil and gas lease identified above in numbered paragraph 1. This oil and gas lease covers the lands identified in the five deeds in question.
- 4) A color coded map that identifies the exact location of the five tracts in question with respect to their location in the City of Fort Lupton. Please note that all five tracts are located on the east side of Denver Avenue near 4<sup>th</sup> Street in Fort Lupton.

Mr. Claud Hanes  
City Administrator  
City of Fort Lupton  
December 18, 2015  
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- 5) A spreadsheet I prepared that identifies all five tracts by the name of the Grantor that conveyed the deed to the Town of Fort Lupton, the number of square feet in each tract, as well as the basis by which I determined the total number of square feet in all five tracts.
- 6) **Order for Payment – Oil and Gas Lease.** The **Order for Payment** form is discussed below.

Oil and Gas Lease Terms (Please note: The terms contained in the enclosed oil and gas lease are the same terms as were included in the oil and gas lease signed by the City of Fort Lupton last month for Kerr-McGee).

- 1) **Bonus payment calculation: \$26.76.** (calculated on the basis of \$500 per/net acre). I realize this amount is quite low so Kerr-McGee is agreeing to pay a flat bonus amount of \$100.00 to the City of Fort Lupton for granting this lease to Kerr-McGee.
- 2) **Royalty: 1/5<sup>th</sup> royalty** (equal to 20% royalty)
- 3) **Term: Three year term,** with an option to extend the primary term for an additional two years by paying an additional \$100.00 payment to the City of Fort Lupton prior to the expiration of the three year primary term.

**Order for Payment – Oil and Gas Lease:** The \$100.00 bonus payment identified above and also listed in the attached Order for Payment form covers the bonus payable for the entire three-year primary term of the oil and gas lease. If Kerr-McGee drills and completes a producing oil and gas well in any spacing unit that includes the lands covered by the new oil and gas lease, the City of Fort Lupton will share in the royalty paid on production, based on its surface acreage in the spacing unit.

Please refer to numbered paragraph 16 on page 4 of the oil and gas lease. Please note the lease contains a “No Surface Occupancy” provision. Therefore, Kerr-McGee cannot occupy any of the surface land covered by the enclosed oil and lease. This paragraph was also included in the oil and gas lease that was signed on behalf of the City of Fort Lupton last month and has been copied verbatim in the enclosed new lease that Kerr-McGee wishes to obtain from the City of Fort Lupton.

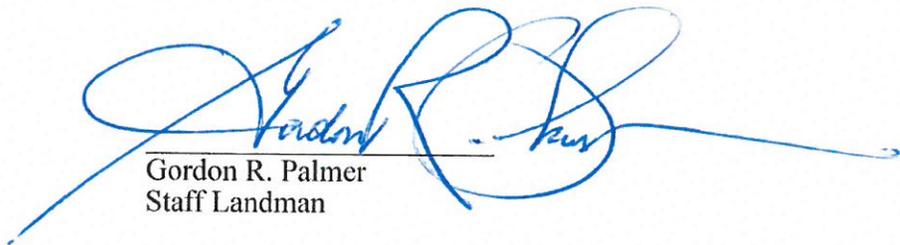
I have finished Kerr-McGee’s leasing efforts in the N/2 of Section 5 (Township 1 North, Range 66 West, 6<sup>th</sup> P.M.) so I would appreciate your assistance in having the enclosed oil and gas lease signed as soon as possible. After the enclosed oil and gas lease has been signed and acknowledged, please return it, along with the signed Order for Payment form to my attention in the enclosed self-addressed envelope.

Mr. Claud Hanes  
City Administrator  
City of Fort Lupton  
December 18, 2015  
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Please call me at 720/929-6840 if you have any questions regarding this request. Thank you for your assistance.

Yours truly,

**KERR-MCGEE OIL & GAS ONSHORE LP**  
A wholly owned subsidiary of Anadarko Petroleum Corporation



Gordon R. Palmer  
Staff Landman

GRP/  
Enclosures

City of Fort Lupton

**Unleased Tracts in the W/2NW/4 of Section 5, 1N-66W, 6th P.M.**

	<u>Number of Square feet:</u>
1) Ft. Lupton Lodge #100 (deed)	62.5' x 8' = 500 sq. feet
2) B. F. Brown (deed)	32.25' x 8' = 250 sq. feet
3) L. T. Davis (deed)	32.25' x 8' = 250 sq. feet
4) Mary E. Gorman and Maude M. Houston (deed)	57' x 8' = 456 sq. feet
5) The St. John Realty Company (deed)	125' x 7' = 875 sq. feet

Total sq. feet: 2,331 sq. feet divided by 43,560 sq. feet = 0.053512 acres

## ORDER FOR PAYMENT – for signing Oil and Gas Lease

In consideration of Payee's execution of the Oil and Gas Lease, Kerr-McGee Oil & Gas Onshore LP ("Kerr-McGee") shall, subject to approval of title, make payment to Payee as indicated herein by check or cash within sixty (60) business days of Grantee's receipt and Grantor's execution of the Oil and Gas Lease (the "Lease") associated herewith. (The right to receive this payment shall not be assigned, whether as collateral or otherwise). If such payment is not received by the specified date, Grantors should notify Kerr-McGee by Certified Mail of such fact. Kerr-McGee shall then have fifteen (15) days after receipt of notification to research and make such payment.

If the Lease referenced herein covers less than the entire undivided interest in the oil and gas or other rights in such land, then the dollar amount listed herein shall be paid to the Grantors only in the proportion which the interest in said lands covered by the Lease bears to the entire undivided interest therein. Further, should the Grantors own more or less than the net acre interest defined herein, Grantee shall increase or reduce the dollar amount payable hereunder proportionately.

For collection, the original copy herein must be submitted directly to Kerr-McGee at the address below along with an executed original Lease.

PAYEES (Grantors):       **City of Fort Lupton**  
Address:                    120 S. McKinley Avenue  
                                  Fort Lupton, CO 80621  
  
The amount of:            \$ 100.00

This payment represents full consideration for said Lease, dated December 10, 2015, covering the following described lands:

<p><b>STATE:</b> Colorado</p> <p><b>COUNTY:</b> Weld</p>	<p><b>DESCRIPTION:</b></p> <p><u>Township 1 North, Range 66 West, 6<sup>th</sup> P.M.</u> Section 5: A tract of land in Lots 6 and 7, Block 10, Town of Fort Lupton, collectively described in the Deeds recorded at Reception Nos. 231628, 231629, 231630, 231631 and 231632 of the records of Weld County, Colorado, as follows: beginning at the southwest corner of Lot 7, thence running east 8 feet, thence north 214 feet, thence west 8 feet, thence south 214 feet to the point of beginning, Weld County, Colorado</p> <p>And, Section 5: Seven feet along the entire length, running along the west side of Lot 7 in Block 11 in the Town of Fort Lupton, according to the plat thereof on file in the Clerk and Recorder's Office of said County and State aforesaid, and more fully described as follows to wit: Beginning at the Southwest corner of said Lot 7 in Block 11, in said Town of Fort Lupton; thence running East 7 feet; thence running North 125 feet; thence West 7 feet; thence South 125 feet to the place of beginning, Weld County, Colorado</p>
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Estimated Gross Acres: 0.053512 acres

Estimated Net Mineral Acres: : 0.053512 acres

**PAYOR (Grantee):**

Kerr-McGee Oil & Gas Onshore LP  
Attn: Gordon R. Palmer – Wattenberg Land  
1099 18th Street, Suite 1800  
Denver, Colorado 80202

Accepted this 21<sup>st</sup> day of December, 2015,

Grantor:   
(City of Fort Lupton)

This Order for Payment expires one (1) year from date of issuance, unless paid sooner, terminated or replaced by Grantee. In the event of title issues the order for payment may be extended.

## OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 10th day of December, 2015 by and between The City of Fort Lupton, f/k/a the Town of Fort Lupton, with an address of 130 S. McKinley Avenue, Fort Lupton, Colorado 80621, Lessor, and Kerr-McGee Oil & Gas Onshore LP, with an address of 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202, Lessee.

### WITNESSETH:

That Lessor, for and in consideration of Ten and no/100 Dollars (\$10.00) in hand paid, the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant, demise, lease and let unto the said Lessee, exclusively, its successors and assigns, the following described land for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling and the investigating, exploring, prospecting, drilling, mining, operating for, producing and saving of oil, liquid hydrocarbons, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas and all other gases and their constituent parts, other minerals and substances produced in connection with oil and gas operations hereunder, or as a by-product of oil and gas, (collectively and/or individually hereinafter referred to as "Leased Substances") and the exclusive right of injecting gas, air, waters, brine and other fluids and substances into the subsurface strata, together with all rights of way, easements and use of the surface as is necessary or convenient for such operations and for laying pipe lines, flow lines, and other underground lines to gather, remove or otherwise transport the Leased Substances, telephone and other communication lines, building tanks, power houses, stations, ponds, roadways and other fixtures or structures for producing, treating, storing and caring for such products, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation of said land, or lands pooled therewith or adjacent thereto, together with any reversionary rights therein or rights hereafter vested in Lessor, said tract of land being situated in the County of Weld, State of Colorado, and described as follows, to-wit:

### Township 1 North, Range 66 West, 6<sup>th</sup> P.M.

Section 5: A tract of land in Lots 6 and 7, Block 10, Town of Fort Lupton, collectively described in the Deeds recorded at Reception Nos. 231628, 231629, 231630, 231631 and 231632 of the records of Weld County, Colorado, as follows: beginning at the southwest corner of Lot 7, thence running east 8 feet, thence north 214 feet, thence west 8 feet, thence south 214 feet to the point of beginning, Weld County, Colorado

And,

Section 5: Seven feet along the entire length, running along the west side of Lot 7 in Block 11 in the Town of Fort Lupton, according to the plat thereof on file in the Clerk and Recorder's Office of said County and State aforesaid, and more fully described as follows to wit:

Beginning at the Southwest corner of said Lot 7 in Block 11, in said Town of Fort Lupton; thence running East 7 feet; thence running North 125 feet; thence West 7 feet; thence South 125 feet to the place of beginning, Weld County, Colorado

together with all submerged lands, accretions, and strips adjacent or contiguous thereto and owned or claimed by Lessor, which land shall, for the purpose of calculating the amount of any money payment permitted or required by the terms of this lease, be considered as containing 0.053512 acres, whether there is more or less.

TO HAVE AND TO HOLD the same, subject to the provisions herein contained, for a term of three (3) years from this date (hereafter called "Primary Term") and as long thereafter as Leased Substances are being or may be produced from said leased premises, whether or not in paying quantities, or operations for the drilling or production thereof are continued as hereinafter provided. This is a paid-up lease and Lessee shall have no obligation to make annual rental payments to Lessor over and above the consideration stated above and the production royalty payments described below.

In consideration of these premises, it is hereby mutually agreed as follows:

1. Royalties on the Leased Substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty percent (20.00%) of such production, payable to Lessor as hereinafter provided, less a proportionate part of ad valorem taxes and production severance or other excise taxes and the actual costs incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; and, (b) for gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas and all other gases and their constituent parts, other minerals and all other substances covered hereby, the royalty shall be twenty percent (20.00%) of the net proceeds realized by Lessee from the sale thereof, after deducting from Lessor's share a proportionate amount of all post-production costs, including but not limited to ad valorem taxes, gross production taxes, and severance taxes, or other excise taxes, gathering and transportation costs from the wellhead to the point of sale, as well as the actual costs of compressing, treating, dehydrating, purifying, delivering, processing or otherwise putting such gas or other substances into marketable condition, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder. Lessor shall not be entitled to any royalty on any Leased Substances used by Lessor on or off the leased premises or for that portion of the Leased Substances used as fuel or lost due to shrinkage, flaring, venting, line loss or otherwise.
2. Notwithstanding any of the prior provisions of this lease to the contrary, Lessee shall have free use of the Leased Substances for all operations hereunder.
3. All royalty payments under this lease shall be paid or tendered to Lessor or its successors in currency, by check or by draft by deposit in the U.S. Mail in a stamped envelope addressed to Lessor at the last address known to Lessee, which shall constitute proper payment.
4. It is expressly agreed that if Lessee shall commence operations for the drilling of a well at any time while this lease is in force, this lease shall remain in force and its term shall continue for so long as such operations are prosecuted and, if production results therefrom, whether or not in paying quantities, then so long as such production may continue. If, after the expiration of the Primary Term of this lease, operations or production on the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes or commences operations for the drilling or reworking of a well within one (1) year from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations, and if production results therefrom, then as long as such production continues or the well or wells are capable of producing, whether or not in paying quantities. Lessee shall be deemed to have commenced operations by actual drilling or by any act necessary for and in preparation of actual drilling operations, including by way of example, but not limited to making application for required permits (whether required by local government or state or federal regulatory agencies), site survey and preparation, and the construction of access routes to the proposed well site (whether or not such routes are located on the leased premises). Operations shall also include all activities designed to obtain, enhance, deliver or market production from the leased premises, or lands pooled therewith, including by way of example, but not limited to reworking, deepening, plugging back, treating, stimulating, refitting, installing equipment, construction of facilities related to transporting, treating and marketing of Leased Substances, contracting for the marketing and sale of Leased Substances, and construction of water disposal facilities and removal of water.
5. If after the expiration of the Primary Term, any well located on the Leased Premises or lands pooled therewith is capable of producing in paying quantities, but is shut-in for a period of more than 120 consecutive days, this lease shall nevertheless be deemed to be producing in paying quantities, and Lessee shall pay to Lessor, as royalty, a sum equal to \$10.00 per net acre covered by this Lease, which payment shall be made to Lessor on or before the 150<sup>th</sup> day from and after the date on which such well was shut-in, and annually thereafter a similar payment may be made on or before the anniversary date on which such well was shut-in. If such payment, or payments, are timely made, it shall be considered that this lease is producing in paying quantities under all the terms and provisions of this lease (but only for so long as the well continues to be capable of producing in paying quantities). Notwithstanding the foregoing, Lessee may not maintain this Lease by making shut-in well payments for more than two years (cumulative) during any five year period. Lessee's failure to pay timely shut-in well payments shall render Lessee liable for the amount due, but shall not operate to terminate this lease.
6. Where required by Lessor in writing, Lessee shall bury all pipelines below ordinary plow depth in cultivated land and shall pay for damage caused by its

operations to growing crops on said land. Lessee shall be under no obligation to pay for additional damage of any kind or nature caused by Lessee's operations on the leased premises or for operations on lands pooled therewith or adjacent thereto, and Lessor hereby waives any and all claims and releases Lessee for any such additional damage. Lessee shall have the right, but shall not be obligated, at any time, either before or after expiration of this lease, to remove all fixtures and other property placed by Lessee on the leased premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time. Any structures and facilities placed on the leased premises by Lessee for operations hereunder and any well or wells on the leased premises drilled or used for the injection of salt water, fluids or other substances may also be used for Lessee's operation on other lands in the same area. The right to so use such facilities may be continued beyond the term of this lease by payment to Lessor of the sum of One Hundred Dollars (\$100.00) per year payable on the anniversary date of this lease first ensuing after the termination of this lease and annually thereafter on or before such anniversary date, provided however that a delay or default in such payment shall not act to terminate Lessee's continuing rights as provided hereby.

7. Lessee, at its option is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of the Leased Substances, whether one or more, or for the injection of fluids or other substances, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit may be accomplished by Lessee executing and filing of record a declaration of such pooling, unitization or reformation, which declaration shall describe the unit. Provided, however, the absence of such recorded declaration shall not affect the continued validity of this lease or the creation of a unit by established operations and/or the payment of royalties on a unit basis. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of production allocated to this lease. Such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the leased premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire while such plan or agreement remains in force and in effect. If the leased premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessee shall not be required to obtain Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency.

8. The rights of either party hereunder may be assigned or conveyed in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in the ownership of the land, royalties, however accomplished, shall operate or be construed so as to enlarge or increase the obligations or burdens of Lessee, or diminish its rights. Specifically, but not by way of limitation of the foregoing, Lessee shall not be required to offset wells on separate tracts into which the land covered by this lease may hereafter be divided, or to furnish separate measuring or receiving tanks. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of said land or the right to receive royalties hereunder, or any interest therein, however accomplished, shall be binding on Lessee until thirty (30) days after Lessee has been furnished with written notice thereof, together with the supporting information hereinafter referred to, by the party claiming as the result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all recorded documents and other instruments or proceedings necessary in Lessee's opinion to establish the ownership of the claiming party. At such time as any part of Lessor's interest covered by this lease is conveyed or transferred, Lessee may at its sole discretion and option require Lessor to appoint an agent for all purposes of this lease, including receiving payments and notices. Any payments or notices, or other obligations required by Lessee under this lease, made to such agent shall constitute payment or notice, or complete satisfaction of any other obligation, to any party taking or acquiring an interest in this lease by or through Lessor.

9. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to substantially remedy the breach or default within such period. In the event any matter is litigated the prevailing party shall be entitled to recover or be awarded all reasonable attorney fees, costs and expenses.

10. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalties or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, or in the event of any improper payment of such royalties or other payment to Lessor, so long as the basis for the improper payment is not Lessee's own title work, Lessee shall be entitled to recover from Lessor, in full, any such improper payment.

11. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligations shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

12. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed, whether before or after the expiration of the primary term, by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or of implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

13. Lessor hereby warrants and agrees to defend the title to the land above described and agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described land in the event of default of payment by Lessor and Lessee shall be subrogated to the rights of the holder thereof, and Lessor hereby agrees that any such payments made by Lessee for Lessor may, at Lessee's option, be deducted from any amounts of money which may become due or payable to Lessor under the terms of this lease.

14. In the absence of any other condition which may extend this Lease beyond its Primary Term, Lessor hereby grants to Lessee, its successors and assigns, the right and option to extend the Primary Term of this lease, as to part or all of the lands covered hereby, for an additional period of two (2) years by payment to Lessor of an additional bonus equal to the same dollar amount per net mineral acre paid as the original bonus consideration for this lease, payable on or before the expiration of the initial Primary Term. Should Lessee, its successors or assigns, exercise its option to extend the Primary Term of this lease, then this lease and all its provisions shall remain in full force and effect as to the lands to which the extended lease applies.

15. In the event that Lessor during the Primary Term of this lease or any extension thereof receives a bona fide offer, which Lessor is willing to accept, from any third party offering to purchase from Lessor a lease covering any or all of the Leased Substances and covering all or a portion of the leased premises, with the third party lease becoming effective on or after the termination of this lease, Lessor hereby agrees to submit to Lessee a complete copy of such offer, including the proposed third party lease form. Lessee, for a period of fifteen (15) days after receipt of a copy of the third party offer and lease, shall have the prior and preferred right and option to purchase a lease from Lessor on all or part of the interest covered by the third party offer at the price and according to the terms and conditions specified in such offer. Lessee shall be deemed to have received a copy of such offer from Lessor three (3) business days after mailing by Lessor, excluding the date of mailing, as evidenced by the postmark. All third party offers made up to and including the last day of the Primary Term of this lease, or any extensions thereof, shall be subject to the right and option granted to Lessee by this section. Should Lessee elect to exercise its right and option as herein provided, Lessee shall notify Lessor in writing on or before the end of the said fifteen (15) day period. Notice to Lessor of Lessee's election shall be delivered or sent to Lessor by any means, including personal delivery, U.S. Mail, facsimile or electronic mail, provided that if such notice of acceptance is sent by U.S. Mail, the notice shall be effective upon deposit in the U.S. Mail, postage paid. Lessee shall thereafter furnish to Lessor a new lease, effective upon the termination of this lease, and collection draft consistent with the terms and conditions thereof. Such draft shall be subject only to approval of title according to the terms thereof. Upon receipt of the new lease and draft, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessors bank of record for payment.

16. Notwithstanding anything herein contained, this Lease is a "No Surface Occupancy" Oil and Gas Lease. It is agreed and understood that Lessee, its successors or assigns shall not conduct any drilling or completion operations or locate any production facilities on the surface of the leased lands. Lessee is granted the right to drill and operate directional or horizontal wells through and under said lands, irrespective of the bottom hole location of said wells. To this end, Lessor herein grants to Lessee a subsurface easement for all purposes associated with such horizontal or directional well or wells regardless of whether or not Lessor benefits directly

or indirectly from said well or wells. In consideration of the foregoing Lessor further grants a waiver to any setbacks and by this lease does hereby waive any setbacks that may be required by the Colorado Oil and Gas Conservation Commission and/or any municipality having or purporting to have jurisdiction over the right to propose such setbacks.

17. This lease and all of its terms and conditions shall be binding upon Lessor and Lessee, their successors and assigns. Should any one or more of the parties above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all Lessors whose signatures are affixed hereto. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that any payment or payments made by Lessee to the owner of any interest subject to this lease shall be sufficient payment hereunder as to such interest notwithstanding the joinder herein of the spouse of any such party as a party Lessor for the purpose of waiving homestead, dower or inchoate rights of inheritance, if any. Should any provision of this lease or portion thereof be deemed unenforceable by a court of law, this lease shall remain in full force and effect as to all other provisions and parts thereof, and to the extent necessary this lease shall be modified to permit the enforcement of this lease in its entirety. This Lease is governed by the laws of the State of Colorado, venue for any dispute shall be Weld County District Court. Nothing herein shall act as a waiver of City's government immunity, which is specifically reserved. Lessee does not have authority to act as the City's agent in any matters.

18. This lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, we sign this as of the day and year first above written.

The City of Fort Lupton, Colorado, f/k/a, the Town of Fort Lupton, Colorado

By: Claud W. Hanes

Name: Claud W. Hanes

Title: City Administrator

ACKNOWLEDGMENT

STATE OF Colorado )  
COUNTY OF Weld ) ss

On this 21<sup>st</sup> day of December, 2015 personally appeared Claud Hanes, as City Administrator of The City of Fort Lupton, Colorado, f/k/a the Town of Fort Lupton, Colorado, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he/she/they duly executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

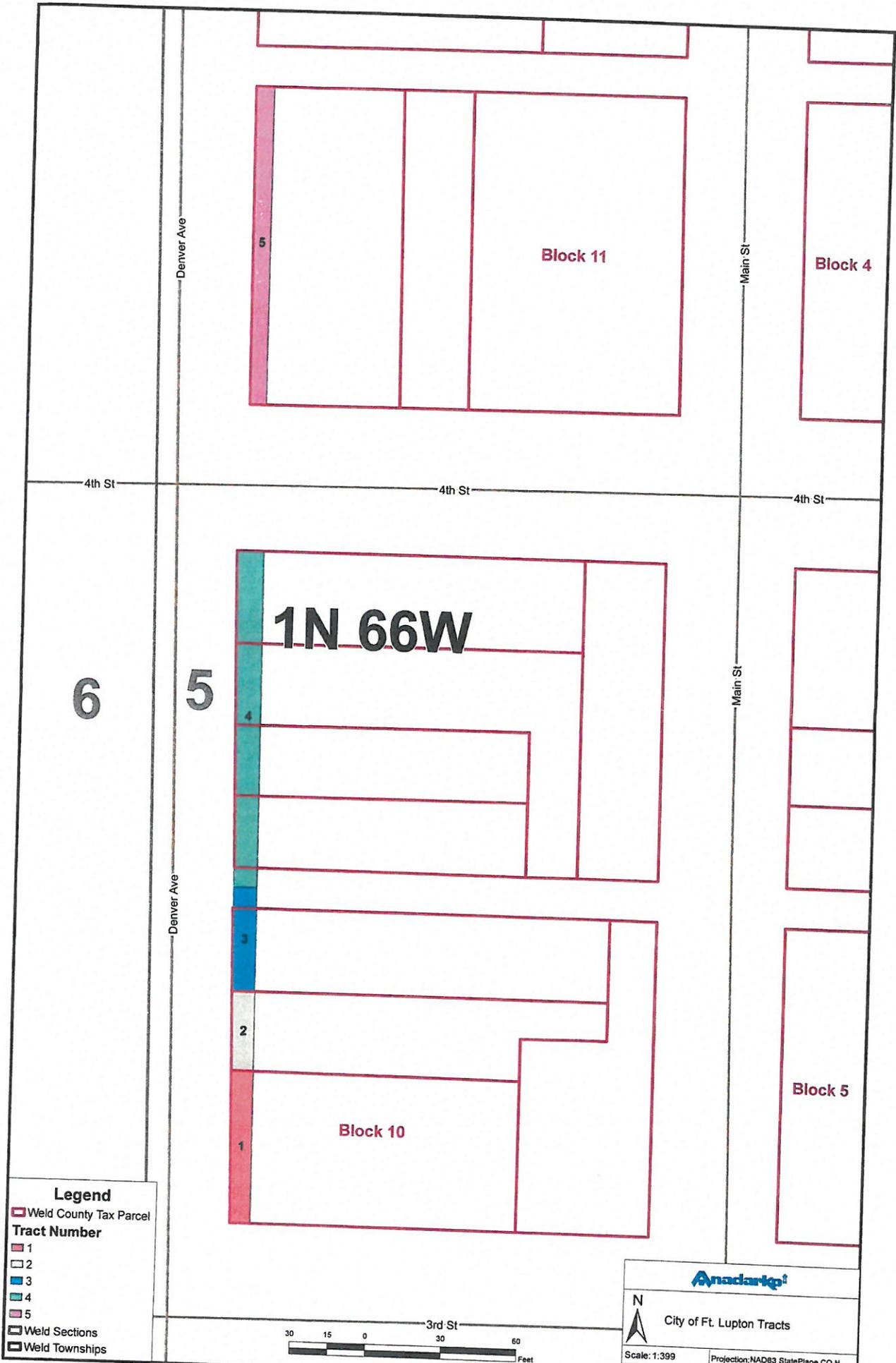
IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year last above written.

Wendy Hoop  
Notary Public

Address: 19927 Ebony St  
Frustone, Colorado 80504-5157

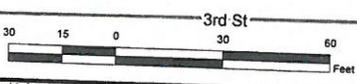


(SEAL)  
My Commission Expires



**Legend**

- Weld County Tax Parcel
- Tract Number**
- 1
- 2
- 3
- 4
- 5
- Weld Sections
- Weld Townships



**Anadarko**

N  
City of Ft. Lupton Tracts

Scale: 1:399	Projection: NAD83 StatePlane CO N
Date: 12/17/2015	Author: Clancy Taylor

For internal information only. Depicted information is subjective and its accuracy has not been verified. Printed or saved versions may be outdated. Depictions and information are intended to be confidential, and may be subject to legal restrictions or protections. For questions regarding appropriate use, contact the GSC (x62900).  
 City of Ft. Lupton Data Services Department, 1000 1/2 Main Street, Ft. Lupton, CO 80424. E-mail: gsc@cityoflupton.com. Phone: 303.426.4444.



COMPARED BY SMITH AND CORNER.  
No. 231629.

QUIT-CLAIM DEED.

FROM  
L. J. Davis

TO  
The People of the Town  
of Fort Supton

STATE OF COLORADO, } ss.  
COUNTY OF WELD.

This Quit-Claim Deed was filed for record at  
12:45 o'clock A.M., May 20, 1916

J. E. Smork  
RECORDED.  
By \_\_\_\_\_  
DEPUTY.

This Deed, Made this 27th day of March in the year of  
our Lord one thousand nine hundred and fifteen between L. J. Davis

of the Town of Ft. Supton  
County of Weld and State of Colorado, of the first part, and  
The People of the Town of Fort Supton

of the \_\_\_\_\_  
County of Weld and State of Colorado, of the second part,

Witnesseth, That the said part of of the first part, for and in consideration of the sum of  
One DOLLARS,  
to the said part of of the first part in hand paid by the said part of of the second part, the receipt  
whereof is hereby confessed and acknowledged, he s. remised, released, sold, conveyed and Quit-

Claimed, and by these presents do s. remise, release, sell, convey and Quit-Claim unto the said part of of the second part, their Successors  
and assigns forever, all the right, title, interest, claim and demand which the said part of of the first part ha. s. in and to the following described  
Real Estate situate, lying and being in the County of Weld, and State of Colorado, to-wit:

A certain parcel of land described as follows to-wit:  
Beginning at a point Ninety Three and Three Quarter (93 + 3/4) feet North of  
the South West Corner of lot Seven (7) in Block Ten (10) in the Town of  
Fort Supton, County of Weld and State of Colorado, according to the plat  
thereof on file in the Clerk and Recorders Office, County and State aforesaid;  
thence running East Eight (8) feet; thence North Thirty One and One Fourth  
(31 1/4) feet; thence West Eight feet (8); thence South Thirty One and One  
Fourth (31 1/4) feet to the place of beginning, containing Two Hundred and  
Fifty (250) square feet more or less.

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise  
thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part of of the first part, either in law or equity,  
to the only proper use, benefit and behoof of the said part of of the second part, their Successors and assigns forever.  
In Witness Whereof, The said part of of the first part ha. s. hereunto set. his hand and seal the day and year  
first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

L. J. Davis

Seal  
Seal  
Seal  
Seal

STATE OF COLORADO,

COUNTY OF Weld

I, Herman Funk

a Notary Public in and for

said Weld County, in the State aforesaid, do hereby certify that L. J. Davis

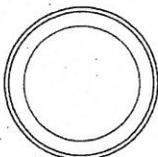
who is personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me  
this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as  
his free and voluntary act, and deed for the uses and purposes therein set forth.



Given under my hand and Notarial seal, this 27th day of March A. D. 1915.  
My commission expires December 3, 1918.

Herman Funk

NOTARY PUBLIC.



COMPALED BY SMITH AND COMPANY  
No. 231628.

QUIT-CLAIM DEED.

FROM  
B. F. Brown  
TO  
The People of the Town  
of Fort Supton

STATE OF COLORADO, } ss.  
COUNTY OF WELD.  
This Quit-Claim Deed was filed for record at  
10:44 A.M., May 22, 1916  
J. E. Smith  
RECORDER.  
By \_\_\_\_\_  
DEPUTY.

This Deed, Made this 27th day of March in the year of  
our Lord one thousand nine hundred and fifteen between B. F. Brown

of the Town of Fort Supton  
County of Weld and State of Colorado, of the first part, and  
The People of the Town of Fort Supton

of the  
County of Weld and State of Colorado, of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of  
One DOLLARS,  
to the said party of the first part in hand paid by the said party of the second part, the receipt  
whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and Quit-

Claimed, and by these presents does remise, release, sell, convey and Quit-Claim unto the said party of the second part, their Successors  
and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described  
Real Estate situate, lying and being in the County of Weld, and State of Colorado, to-wit:

A certain tract of land described as follows to-wit:  
Beginning at a point Sixty Two and one Half feet (62 + 1/2) north of  
the South West Corner of lot Seven (7) in Block Ten (10) in the Town  
of Fort Supton, County of Weld and State of Colorado, according to the plat  
thereof on file in the Clerk and Recorder's Office, County and State aforesaid;  
thence running East Eight (8) feet; thence North Thirty One and one Fourth  
(31 1/4) feet; thence West Eight (8) feet; thence South Thirty One and one Fourth  
(31 1/4) feet to the place of beginning, containing Two Hundred and Fifty  
(250) square feet more or less.

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise  
thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity,  
to the only proper use, benefit and behoof of the said party of the second part, their Successors and assigns forever.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year  
first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

B. F. Brown  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO,

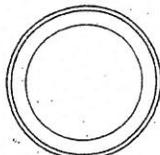
COUNTY OF Weld } ss. I, Herman Funk  
said Weld County, in the State aforesaid, do hereby certify that B. F. Brown

who is personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me  
this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as  
his free and voluntary act and deed for the uses and purposes therein set forth.



Given under my hand and Notarial seal, this 27th day of March A. D. 1915.  
My commission expires December 31st 1918.

Herman Funk  
NOTARY PUBLIC.



COMPALED BY SMITH AND COMPANY

No. 231620  
**QUIT-CLAIM DEED.**  
 FROM  
Fort. Supton Lodge #120  
I. O. O. F.  
 TO  
The People of the Town  
of Fort Supton  
 STATE OF COLORADO, } ss.  
 COUNTY OF WELD.  
 This Quit-Claim Deed was filed for record at  
1 o'clock A. M. May 20 1916  
J. C. Dinsch  
 RECORDED.  
 By \_\_\_\_\_  
 DEPUTY.

**This Deed**, Made this 27th day of March in the year of  
 our Lord one thousand nine hundred and fifteen between Sanford Davis  
Noble Grand and George Frank Secretary of Fort Supton  
Lodge #120 I. O. O. F.  
 of the \_\_\_\_\_  
 County of Weld and State of Colorado, of the first part, and  
The People of the Town of Fort Supton  
 of the \_\_\_\_\_  
 County of Weld and State of Colorado, of the second part,  
 Witnesseth, That the said party of the first part, for and in consideration of the sum of  
One Dollar Dollars,  
 to the said party of the first part in hand paid by the said party of the second part, the receipt  
 whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and Quit-

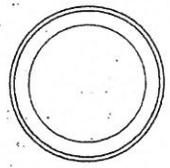
Claimed, and by these presents do remise, release, sell, convey and Quit-Claim unto the said party of the second part, their Successors  
 and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described  
Real Estate situate, lying and being in the County of Weld, and State of Colorado, to-wit:

A parcel of land described as follows to wit:  
 Beginning at the South West Corner of lot Seven (7) in Block Ten (10)  
 in the Town of Fort Supton, County of Weld and State of Colorado, according  
 to the plat thereof on file in the Clerk and Recorder's Office of the County  
 and State aforesaid, thence running East Eight (8) feet; thence North Sixty  
 Two and one half (62 + 1/2) feet; thence West Eight (8) feet; thence South Sixty  
 Two and one half (62 + 1/2) feet to place of beginning. Containing 500 square  
 feet more or less.

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise  
 thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity,  
 to the only proper use, benefit and behoof of the said party of the second part, their Successors heirs and assigns forever.  
 In Witness Whereof, The said parties of the first part have hereunto set their hand and seals the day and year  
 first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
Sanford Davis, Noble Grand Seal  
George Frank, Secretary Seal  
 Seal  
 Seal

STATE OF COLORADO, }  
 COUNTY OF Weld } ss. I, Herman Frank a Notary Public in and for  
 said \_\_\_\_\_ County, in the State aforesaid, do hereby certify that Sanford Davis, Noble Grand and  
George Frank, Secretary of Fort Supton Lodge #120 I. O. O. F.  
 who \_\_\_\_\_ personally known to me to be the persons whose names are subscribed to the foregoing Deed, appeared before me  
 this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as  
their free and voluntary act, \_\_\_\_\_ for the uses and purposes therein set forth.  
 Given under my hand and Notarial seal, this 27th day of March A. D. 1915.  
 My commission expires December 31st 1918.  
 \_\_\_\_\_  
 Herman Frank  
 NOTARY PUBLIC.



COMPALED BY SMITH AND CONNER.

QUIT-CLAIM DEED.—The Out West Printing and Stationery Co., Colorado Springs, Colo.

No. 231631

QUIT-CLAIM DEED.

FROM Mary E. Gosman & Mrs. Maud M. Houston formerly Maud M. Grogan, TO The People of the Town of Fort Lupton

STATE OF COLORADO, ss. COUNTY OF WELD. This Quit-Claim Deed was filed for record at 10:45 o'clock A.M., May 20, 1916. J. E. Danks Recorder. Deputy.

This Deed, Made this 19th day of March in the year of our Lord one thousand nine hundred and fifteen between Mary E. Gosman and Maud M. Houston formerly Maud M. Grogan of the Weld County of the State of Colorado, of the first part, and The People of the Town of Fort Lupton of the Weld County of the State of Colorado, of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of One DOLLAR to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold, conveyed and Quit-

Claimed, and by these presents do remise, release, sell, convey and Quit-Claim unto the said party of the second part, their Successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described Real Estate situate, lying and being in the County of Weld, and State of Colorado, to-wit:

A certain parcel of land described as follows to-wit: Beginning at the South West Corner (S.W.) of lot six (6) in Block Ten (10) in the Town of Fort Lupton, according to the plat thereof on file in the Clerk and Recorder's Office, of the County of Weld, and State of Colorado; thence running East eight (8) feet; thence North fifty seven (57); thence West eight (8) feet; thence South fifty seven (57) to the place of beginning, comprising four hundred and fifty six (456) square feet more or less.

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, their Successors and assigns forever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Mary E. Gosman, Maud M. Houston

STATE OF COLORADO,

COUNTY OF WELD, ss. I, Herman Funk, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary E. Gosman

who personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.



Given under my hand and Notarial seal, this 19th day of March A. D. 1915. My commission expires December 31st 1915.

Herman Funk Notary Public.

State of Illinois, ss. I, Hazel D. Simons, a Notary Public, in and for said County of Coconino, in State aforesaid, do hereby certify that Maud M. Houston personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act for the uses and purposes therein set forth given under my hand and Notarial seal this first day of April A. D. 1915. My commission expires Dec. 7, 1916.



Hazel D. Simons Notary Public.

**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 2016-011**

**AUTHORIZING THE CARRYOVER CAPACITY TRANSFERABILITY PROGRAM TO CARRYOVER 229 ACRE FEET OF CBT FROM 2015 AT A COST NOT TO EXCEED \$8,221.10 TO BE FUNDED BY THE WATER SALES TAX FUND.**

I. **Agenda Date:** Council Meeting – January 4, 2016

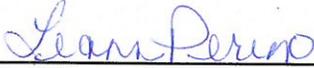
II. **Attachments:** a. Carryover Declaration form

III. **Summary Statement:**

*The Carryover Capacity Transferability Program (CCTP) allows us to transfer unused capacity for possible lease to another allottee. Todd Williams is negotiating a lease agreement to lease this water. There are 229 units (acre feet) available for carryover from November 1, 2015. Todd Williams has recommended carrying over all 229 units of CBT.*

IV. **Fiscal Note:** \_\_\_\_\_  
\_\_\_\_\_

Finance Department Use Only

  
\_\_\_\_\_  
Finance Director

V. **Submitted by:**   
\_\_\_\_\_  
Finance Director

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

VII. **Attorney Reviewed** \_\_\_\_\_ Approved \_\_\_\_\_ Pending Approval

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

**VIII. Detail of Issue/Request:**

*Todd Williams is actively pursuing leasing of unused shares of water to generate revenues for the City. The City must first declare and pay the carryover agreement with Northern Colorado Water Conservancy District (NCWCD), prior to any outside leasing arrangements being made. NCWCD has provided the declaratory form along with the invoice to pay \$35.90 per acre foot for 229 acre feet available for after shrink. Todd Williams has recommended a total carryover of 229 acre feet for a total of \$8,221.10.*

**IX. Legal/Political Considerations:**

*None noted*

**X. Alternatives/Options:**

- a. Approve carryover to allow the possibility to lease 229 shares if we don't need the capacity for the City's use.*
- b. Approve the carryover at 254.5 acre feet and lease the shares we do not need.*
- c. Do nothing, and forego the revenue.*

**XI. Financial Considerations:**

*\$38,000 has been budgeted for this purpose in the Water Sales Tax Fund.*

**XII. Staff Recommendation:**

*Approve authorizing carryover capacity transferability program to carryover 229 CBT units from 2015 at a cost not to exceed \$8,221.10*

# Northern Water

---

## Special Carryover Declaration Form

As of November 1, 2015, our records indicate the following number of C-BT acre-foot units (AFUs), Carryover Capacity (base and supplemental) and end-of-year delivery account balances are available to your Carryover water account:

Account	Certified C-BT AFUs	End-Of-Year Balance (AF)
City of Fort Lupton	5,363	254.5

Line No.	Description	Value
1	November 1, 2015 year-end undelivered CBT balance (AF)	254.5
2	Reduction for shrink (Line 1 times 0.10)	25.5
3	Net Water Available (Line 1 minus Line 2)	229.0
4	Certified Acre-Foot Units (AFUs)	5,363
5	Base Carryover Capacity (AF) (Line 4 times 20%)	1,072.6
6	Net Supplemental (Rented) Carryover Capacity	-500.0
7	Total Carryover Capacity Available (Line 5 plus Line 6)	572.6
8	<b>Maximum amount available for Carryover ( Lesser of Line 3 or Line 7 )</b>	<b>229.0</b>
9	Base Capacity Assessment (Line 8 - up to maximum of Line 5 - @ \$35.90 per AF)	\$ 8,221.10
10	Supplemental Capacity Assessment (Line 8 minus Line 5 @ \$17.60 per AF)	N/A
11	<b>Total Assessment ( Line 9 plus Line 10 )</b>	<b>\$ 8,221.10</b>

If your declaration form and payment are received by the District by April 30, 2016, your Carryover water delivery account will be credited on the date payment is received. Payments received on, or after, May 1, 2016 will be returned and no Carryover water will be allowed for the 2016 water year.

Payments received without a completed declaration form cannot be processed.

Return to: **Northern Water**  
 220 Water Ave  
 Berthoud, CO 80513

### Carryover Declaration Form

CITY OF FORT LUPTON  
 c/o MR TODD WILLIAMS  
 5255 RONALD REAGAN BLVD STE 22  
 JOHNSTOWN, CO 80534-6435

Line No.	Description	Value
A	Please transfer the following amount (up to 229.0 AF) to our carryover water account:	229 AF
B	<b>Assessment calculation:</b> Amount entered on Line A @ \$35.90 per AF:	<b>\$ 8,221.10</b>

# 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

COME PAINT YOUR FUTURE WITH US

---

## AM 2016-012

### CATHOLIC CHURCH WELL 7 RE-INSTALLATION FOR AN AMOUNT NOT TO EXCEED \$8,240 AND \$32,598 ALLOCATED FROM THE UTILITY FUND

---

- I. **Agenda Date:** Council Meeting – January 4, 2016
- II. **Attachments:**
- a. Memo Michael Rousey Date 12/29/2015
  - b. Analysis of bids.
  - c. Layne Christensen Company Quotation
  - d. Hydro Company Quotation
  - e. Alpine Controls Quotation

III. **Summary Statement:**

*Installing new pump and motor and telemetry to put Well 7 back in service*

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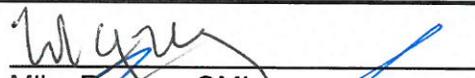
IV. **Fiscal Note:**

\_\_\_\_\_  
\_\_\_\_\_

Finance Department Use Only

\_\_\_\_\_  
Finance Director

V. **Submitted by:**

  
\_\_\_\_\_  
Mike Rousey, OMI

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:**

*Well 7 is to be placed back into service in accordance with the agreement the city of Ft Lupton has with the State Engineers Office*

**X. Legal/Political Considerations:**

*If the well is not placed back into service it will have to be abandoned by the city*

**XI. Alternatives/Options:**

*Abandonment of the well is an option*

**XII. Financial Considerations:**

*\$100,000 was budgeted for the Capital Purchasing Budget under the utility fund to place this well back into service*

**XIII. Staff Recommendation:**

*Staff recommends the aware of the pump/motor/electrical installation to Hydro Resources of Ft Lupton for an amount not to exceed \$32,598.00*

*Staff Recommends that Alpine Controls be selected to install telemetry equipment and complete SCADA programming for an amount not to exceed \$8,240.00*



CH2M HILL  
9191 S. Jamaica St.  
Englewood, CO 80112  
Tel (303) 771-0900

Date 12/29/2015

City of Fort Lupton  
130 S McKinley  
Fort Lupton, CO 80621

Claud Hanes, City Administrator

Attached is the AM for the placing of Well 7 back into service.

We received two quotations for the pump/motor and electrical. We recommend that the low bidder Hydro Resources be awarded this portion of the project for an amount not to exceed \$32,598.00

We recommend that Alpine Controls, the company that has done the work on our SCADA system throughout the city be awarded the bid for the SCADA and Telemetry portion of this project for an amount not to exceed \$8240.00

Please let me know if there is anything else you need from me.

Sincerely,

Michael Rousey  
Project Manager  
CH2M HILL

Wastewater Treatment Plant Composite Sampler Replacements

December 29, 2015

Company	Phone	Address	Description of Services	Amount of Bid
Layne Christensen	303-755-1281	17800 East 22 <sup>nd</sup> Ave Aurora, CO 80011	Pump/Motor/Electrical	\$45,740.00
Hydro Resources	303-857-7555	13027 WCR 18 Unit C Ft Lupton, CO 80621	Pump/Motor/Electrical	\$32,598.00

Company	Phone	Address	Description of Services	Amount of Bid
Alpine Controls	720-218-2880	992 S 4 <sup>th</sup> Ave Suite 100 Brighton, CO 8001	SCADA/Telemetry	\$8,240.00
Weifield Electric				Non Responsive
Browns Hill Engineering				Non Responsive



December 22<sup>nd</sup>, 2015

Mr. Mike Rousey  
CH2M

*RE: Well 7 Pumping Equipment and Discharge Line Installation*

Mr. Rousey,

Layne Christensen Company is pleased to provide this proposal to install turbine pumping equipment and upgrade the discharge line for Well 7. To complete the project, Layne Christensen shall:

- Mobilize 12T pump rig and two man crew to the site
- Raise casing and pour concrete pedestal
- Provide and install lineshaft turbine pumping equipment
  - o Goulds 9RCHC Pump End – 45’ setting
  - o 40HP US Motor
  - o PVC Sounding Tube
  - o Level Transducer with Display
  - o New Start Box and Wiring
- Wire in new start box
- Install new discharge piping
  - o Includes 6” piping around perimeter of building
  - o 2” Air Release Valve
  - o 2” Pressure Relief Cla Val
- Perform startup of equipment

Project Total - \$45,740.00

This proposal is subject to the attached terms and conditions. By signing below, you authorize Layne Christensen to proceed with your project. If you have any questions or concerns, please do not hesitate to contact me.

Nathan Anderson

District Manager

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

**WATER RESOURCES**



**LIABILITY OF CONTRACTOR:** Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except, as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

**INSURANCE:** Contractor shall provide worker's compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

**TERMS:** Net 30 days from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge.

**MATERIAL SHORTAGES AND COST INCREASES:** If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment, which become permanently unavailable and the cost of the closest substitute, which is then reasonably available.

**DELAYS:** If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

**CHANGED CONDITIONS:**

- a. The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job-site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.
- b. In the event adequate circulation cannot be properly maintained by Contractor for two (2) consecutive hours, the Client will be notified and drilling operations will immediately revert to Contractor's negotiated hourly and material rates. After circulation has been adequately maintained, the drilling operation will revert back to the contracted footage rate. Should circulation be lost again, the hourly rate will start immediately at Contractor's negotiated hourly and material rates.
- c. In the event subsurface and/or geologic conditions slow the drilling rate below 5 feet per hour, the client will be notified and drilling operations will revert to contractor's negotiated hourly and material rate. When the drilling rate moves above 5' per hour and is adequately maintained, the drilling operation will revert back to the footage rate.

**GUARANTEE AND LIABILITY:** Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standards of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work.

Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufactures of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for; work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the values of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall

## **WATER RESOURCES**



WATER · MINERAL · ENERGY

be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

**TITLE AND OWNERSHIP:** In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorney's fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until Contractor receives payment in full, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair of installation work shall become the property of Contractor.

**DELIVERY:** Shipment schedules and dates, express or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

**INDEMNIFICATION:** Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of actions for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job-site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, or other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

**INTERPRETATION:** This contract shall be governed by and construed in accordance with the laws of the state of the job-site location. In any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

**ASSIGNMENT AND SUBLETTING:** Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

**MISCELLANEOUS:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgement, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

## WATER RESOURCES



June 11, 2015

-Owner must be aware there is risk of damage and loss of the well bore due to age and condition.

-Additional costs due to conditions of the well would be by others.

This estimate does not include any cleaning or rehabilitation of the well.

I hope this provides the information you require Mike. Feel free to give me a call should you have any questions or concerns.

Thank you.

**Jeff Brown**  
**Hydro Resources**  
**Rocky Mountain, Inc.**  
13027 WCR 18, Unit C.  
Ft. Lupton, CO. 80621  
Phone: (303) 857-7555  
FAX: (303) 857-3826 or  
Email: [jbrown@hydroresources.com](mailto:jbrown@hydroresources.com)  
[www.hydroresources.com](http://www.hydroresources.com)

#### **General Terms and Conditions:**

**General.** The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract

**FOB.** Materials are quoted FOB point of origin, full freight allowed. *Hydro Resources Rocky Mountain, Inc. (HRRMI)* responsibility for loss ceases upon delivery to the carrier. Claims for loss or damage in transit must be made by Buyer against the carrier. In the absence of Buyer shipping instructions, *HRRMI* reserves the right to ship all material upon completion by the common carrier of its choice.

**Freight.** Full freight is allowed to the job site. Field off loading has been included in *HRRMI's* pricing.

**Well Permit(s).** Colorado State Water Well Rules & Regulations require that *HRRMI* must have a copy of the valid well permit, (Rule 6.2.2) on site at anytime the well is being serviced. The Owner must provide this permit to *HRRMI* before any work can begin. The Owner will be liable for any fines or penalties imposed by the State if the required valid permit(s) are not provided to *HRRMI*.

**Warranty Period.** *HRRMI* warranties its products sold new for a period of one year from date of installation. Additional warranties that may be offered on some products by the manufactures would cover that product only and not labor, shipping or handling that may be required to repair or replace said product, after the initial one year warranty period. Warranty may be pro-rated if products are left at *HRRMI's* shop for longer than 30 days due to delays not caused by *HRRMI*.

**Storage of Customers Equipment.** *HRRMI* is not responsible for customers equipment stored at our facility for more than 60 days.

**Uncertain Nature of the Work.** It is agreed that *HRRMI* shall not be liable for injury or damage to person or persons or property of any kind, particularly including loss or damage for diminution or failure of crops,

water shortage, inability or failure to supply same, or for diminution or cessation of water flow, or sanding or caving of the well, its casing or screens, or for sand damage to pumps, sprinklers, reservoirs. Storage tanks, pipelines or other equipment.

**Quote Basis.** This proposal is limited to the supply of equipment for the detailed specific technical specification listed. No commercial, technical, general, or special specifications, other than those of the specifications, have been considered in the preparation of this proposal or pricing of the equipment. **HRRMI**'s proposal is firm for **30** days from the date of the offering. Pricing is firm for 30 day from date of quote. Due to the extreme market volatility of raw materials, especially copper and steel, pricing is only valid for 30 days. Pricing is subject to escalation until firm and approved orders are received by **HRRMI**. We have tried to anticipate and incorporate into the above pricing any short term increase and will, if at all possible, honor the above pricing. However; any increase that occurs for date of quote until date of order will have to be borne by the purchaser.

**Differing Terms and Conditions.** Any conflicting, additional or different terms and conditions included in any acceptance of this offer are expressly objected to in advance and will not become a part of any contract that may result from this letter. Orders received in response to this offer containing differing or additional terms and conditions will be considered a counteroffer, subject to re-quotation by **HRRMI**.

**Delays.** Any delays of release to manufacturing and shipment by parties other than **HRRMI** or its agents will result in escalation of the quoted price at the rate of 1.5% per month or part thereof.

**Payment.** Payment terms are net 30 days on a work-in-process basis, subject to **HRRMI**'s approval of the Buyer's credit. Any materials ready for shipment will be considered complete and billable. **HRRMI** will provide insurance coverage for these stored materials and will invoice for same. No retainage shall be deductible from or withheld by Buyer from payments due to **HRRMI**. Payment to **HRRMI** is not contingent on other payments to Buyer by other third parties or upon any other thing or event other than shipment of the equipment. A service charge of the maximum allowable by law shall be added on any past due accounts.

**Field Installation.** Conduit, wire, wiring devices, mounting stands, fixtures, terminations, etc. are not included unless specifically stated in the body of the proposal. Unless specifically stated in the proposal, installation, termination of connections or startup of **HRRMI**'s equipment are not provided for in the costs of the quotation.

**Cancellation.** Buyer agrees to pay for **HRRMI**'s loss, damage and expense incurred due to the cancellation of the order. These charges include, but are not limited to the cost of special materials, non-re-saleable goods completed or in-process, assembly and fabrication labor, engineering and submittal labor, overhead and profit.

**Attorney Fees.** In the event of a default under this agreement, the defaulting party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default, including, without limitation, attorney fees and costs (however incurred, including trial, on appeal and any petition for review). Additionally, in the event any suit or action is brought to enforce or interpret any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney fees and costs (however incurred, including at trial, on appeal and any petition for review), together with such expenses, costs, and disbursements as may be allowed by law.

**Shipment Times.** Shipment times are based upon receipt of an order and all signed approval drawings and engineering requests for information necessary to release the order for manufacturing. **HRRMI**'s quoted shipment time shall not commence until this information is received. **HRRMI** and its suppliers will be

June 11, 2015

indemnified against loss and delays for causes of delay beyond our reasonable control, such as labor disruption, accidents, fires or other casualties, acts of God or Government.

**Taxes.** Sales, use, excise or other taxes have not been included in this proposal. When required by law, taxes will be billed and collectible as a separate item at the time of shipment unless proof of a valid exemption satisfactory to the taxing authority is provided to *HRRMI*.

**Bonding and Special Insurance.** Costs of surety bonding are not included in this proposal. Special insurance, such as all risk coverage, are not included in the proposal.

**Limitations of Liability.** *HRRMI* shall not be liable for any liquidated, consequential or incidental damaged due to defects in, malfunctions, or failure of its products to perform, late delivery, cessation of well flow or loss of use. *HRRMI* shall not be responsible for repairs made outside its plant by others unless such repairs are authorized in writing in advance of the repair. Buyer shall be responsible for proper storage and handling following shipment.

**Standby Time :** Any delays caused by the Driller, Pump Installer, Owner, Engineer or the Owner's Representative after *HRRMI* mobilization will be added to the base price. Idle time required for maintenance or failure of equipment supplied by *HRRMI* shall not be considered standby time.

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Title

Hydro Resources- Rocky Mountain Inc.:

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Title



12/30/15

**CITY OF FORT LUPTON**  
MIKE ROUSEY

**PROJECT DESCRIPTION**

ALPINE CONTROLS & ENGINEERING IS PLEASED TO PROVIDE THE FOLLOWING PRICING TO INSTALL SCADA CONTROLS AT THE CATHOLIC CHURCH WELL SITE. THIS PRICING INCLUDES HARDWARE INSTALLATION AND PROGRAMMING TO INTEGRATE INTO THE WELL CONTROL PANEL.

**LABOR**

- INSTALL NEW PLC
- CONNECT FLOW METER
- CONNECT LEVEL TRANSMITTER
- INSTALL COMMUNICATIONS RADIO

**MATERIALS**

- ALLEN BRADLEY MICROLOGIX CONTROLLER
- UBIQUITI RADIO AND REQUIRED CABELLING
- MISC. WIRING, PANDUIT, ETC.

**PROJECT PRICING: \$8,240**

**TERMS & CONDITIONS**

- STANDARD MANUFACTURING LEAD TIMES WILL APPLY TO ALL EQUIPMENT PROVIDED
- ONLY MATERIALS SPECIFIED ABOVE ARE INCLUDED AND TO BE PROVIDED BY ALPINE CONTROLS & ENGINEERING
- INVOICE OF 50% WILL BE SUBMITTED UPON ACCEPTANCE OF PROJECT
- MATERIALS TO BE ORDERED UPON PAYMENT OF INITIAL INVOICE FOR PROJECT
- PROGRESS INVOICES WILL BE SUBMITTED BASED UPON WORK COMPLETED
- PAYMENT TERMS ARE NET 30 DAYS UNLESS NEGOTIATED OTHERWISE
- PRICING IS VALID FOR 30 DAYS AND SUBJECT TO REVISION AFTER THAT TIME
- ADDITIONAL CONDUIT AND WIRING REQUIRED AND NOT SPECIFIED ABOVE IS TO BE PROVIDED BY CUSTOMER
- DEFECTIVE HARDWARE NOT PROVIDED ABOVE AND REQUIRED FOR OPERATION ARE TO BE PROVIDED BY THE CUSTOMER

**WARRANTY**

WARRANTY OF THE EQUIPMENT PROVIDED WILL BE THE MANUFACTURER STANDARD WARRANTY. WORKMANSHIP PERFORMED BY ALPINE CONTROLS & ENGINEERING, LLC WILL BE OF (12) MONTHS UPON SUBSTANTIAL COMPLETION OF PROJECT.

**ALPINE CONTROLS & ENGINEERING, LLC**

**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 2016-013**

**REPLACEMENT WASTEWATER SAMPLERS AT WWTP FOR AN AMOUNT NOT TO EXCEED  
\$10,660.54, ALLOCATED FROM THE UTILITY FUND**

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- I. **Agenda Date:** Council Meeting – January 4, 2016
- II. **Attachments:**
- a. Memo Michael Rousey Date 12/29/2015
  - b. Analysis of bids.
  - c. Hach Company Quotation
  - d. ISCO Company Quotation

III. **Summary Statement:**

*Replacement of 2 Wastewater Treatment Plant Samplers for NPDES compliance permitted sampling*

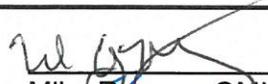
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IV. **Fiscal Note:** \_\_\_\_\_  
\_\_\_\_\_

Finance Department Use Only

\_\_\_\_\_  
Finance Director

V. **Submitted by:**

  
\_\_\_\_\_  
Mike Rousey, OMI

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 two composite samplers at the wastewater treatment plant are aging and in need of replacement. Both units are over 5 years old and have been obsoleted with parts availability now very limited.*

**X. Legal/Political Considerations:**

*If either of these samplers were to fail we have no backup on site and this would put the wastewater plant into violation with CDPHE for failure to sample.*

**XI. Alternatives/Options:**

*The only other option would be to purchase additional major components and have them on the shelf for the existing units.*

**XII. Financial Considerations:**

*\$25,000 was budgeted for the Capital Purchasing Budget under the utility fund for the purchase of the two replacement samplers.*

**XIII. Staff Recommendation:**

*Staff recommends the purchase of two replacement samplers from HACH company of Loveland CO for a price not to exceed \$10,660.54*



CH2M HILL  
9191 S. Jamaica St.  
Englewood, CO 80112  
Tel (303) 771-0900

Date 12/29/2015

City of Fort Lupton  
130 S McKinley  
Fort Lupton, CO 80621

Claud Hanes, City Administrator

Attached is the AM for the purchase of Replacement Composite Samplers for the Wastewater Treatment Plant.

We received two quotations on this item and based on the pricing that we received we are recommending awarding the bid to the low bidder Hach Company of Loveland, CO for a price not to exceed \$9,820.54 and an estimated \$500 for freight for a total not to exceed amount of \$10,320.54.

Please let me know if there is anything else you need from me.

Sincerely,

Michael Rousey  
Project Manager  
CH2M HILL

Wastewater Treatment Plant Composite Sampler Replacements

December 29, 2015

Company	Phone	Address	Description of Services	Amount of Bid
Teledyne ISCO	303-989-7737	PO Box 82531 Lincoln, NE 68501	2 - Wastewater Samplers	\$12,534.00
Hach Company	800-227-4224	PO Box 608 Loveland, CO 80539	2 - Wastewater Samplers	\$10,660.54



Quoted by: TDMA  
 Ph# 303.989.7737  
 Fx# 303.989.8875

Teledyne Isco  
 PO Box 82531  
 Lincoln, NE 68501  
 Ph# 800.228.4373  
 Fx#402.465.3022

To: Fort Lupton WWTP  
 Attn: Mike Rousey  
 12285 Highway 52  
 Fort Lupton  
 CO 80621  
 Ph# (720) 466-6182  
 Email Michael.Rousey@ch2m.com

Carolyn Piro - carolyn@tdma-inc.com

Quote#: 15-0728-31  
 Quotation Date: 7/28/2015  
 Expiration Date: 8/27/2015

Reference:

Item #	Part #	Product Description	Qty	U/M	Unit Price	Extended Price
1	685800001	5800 Refrigerated Sampler (115 VAC, 60 Hz). Includes control panel, refrigeration unit, distributor arm, two pump tubes, instruction manual, and pocket guide. To receive a complete system you must also order a bottle configuration kit and suction line with strainer.	1	EA	\$ 5,330.00	\$ 5,330.00
2	685800102	5800 Refrigerated Sampler (115 VAC, 60 Hz) with pump heater. Includes control panel, refrigeration unit, pump housing heater, distributor arm, two pump tubes, instruction manual, and pocket guide. To receive a complete system you must also order a bottle configuration kit and suction line with strainer.	1	EA	\$ 5,870.00	\$ 5,870.00
3	605304584	SPA 584. Modification to 6712FR/5800/4700 refrigerated samplers for the addition of anchor lugs. An anchor bracket is added to each corner of the refrigerator, 2 brackets per side, to allow the refrigerator to be attached to the floor. If this is ordered without the refrigerator as a kit the model (6712FR or 5800/4700) of the refrigerator will be required to insure proper hardware and instructions are included, contact SPA department for details.	1	EA	\$ 190.00	\$ 190.00
4	685800009	1-bottle Configuration. Includes one polyethylene 2.5-gallon (10-liter) round bottle, locating base, two caps and two discharge tubes.	2	EA	\$ 170.00	\$ 340.00
5	609004379	3/8 inch ID x 25 ft. long vinyl suction line with standard weighted polypropylene strainer. Includes tubing coupler.	2	EA	\$ 105.00	\$ 210.00
6	685800020	5800 refrigerated sampler multipurpose cable with 16 unterminated leads, 10 ft. (3 m). Includes instruction sheet.	2	EA	\$ 92.00	\$ 184.00

Ensuing Purchase Orders should be made out to:

Teledyne Isco  
 PO Box 82531  
 Lincoln, NE 68501

Subtotal \$ 12,124.00  
 Freight \$ 410.00  
 Quotation Total \$ 12,534.00

Notes:

- 1 Payment terms: Net 30 days on approved accounts.
- 2 FOB Factory, freight prepaid and added.
- 3 Shipping costs may change if shipping to more than one location. This quotation is invalid if the product is to be used outside the United States.
- 4 Seller's Offer, and any order issued by Buyer to Seller for the goods and/or services specified herein, is strictly limited to Seller's Terms and Conditions of Sale, which can be found at www.isco.com
- 5 Charges for expedited or premium transportation shall be for billed to the account of the purchaser.
- 6 Lead Time: 3 - 4 weeks after receipt of order.
- 7 Any applicable sales tax is not included unless noted.
- 8 O&M manuals: 1 electronic and 1 printed copy is included. Extra copies can be provided at an additional cost.



# Quotation

**Quote Number: 100121239v2**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
 PO Box 608  
 Loveland, CO 80539-0608  
 Phone: (800) 227-4224  
 Email: quotes@hach.com  
 Website: www.hach.com

Quote Date: 18-Nov-2015

Quote Expiration: 17-Jan-2016

CH2M HILL  
 ERS BILLING  
 PO BOX 241329  
 ACCOUNTS PAYABLE  
 DENVER, CO 80224

Name: Mike Rousey  
 Phone: 303-506-2654  
 Email: michael.rousey@ch2m.com

Customer Account Number: 40159062  
 Customer Quote Reference: AS950 AWRS

Sales Contact: Shane Mueller Email: smueller@hach.com Phone: 970-215-3671

## PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	ASA.CXXX1X11XX	KTO: AS950 AWRS, 115V, 5.5GAL POLY	2	6,436.40	27%	4,698.57	9,397.14
2	9501000	ASSY, JUNCTION BOX, AS950 AUXILIARY	2	290.00	27%	211.70	423.40
		Ground shipping charges are \$420.00 for each sampler.					
Ground Shipping Charges							\$ 840.00
Grand Total							\$ 10,660.54

## TERMS OF SALE

**Freight:** Prepaid By Shipper - Agreement

**FCA:** Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i)

Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

**ORDER TERMS:**

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.  
This Quote is good for a one time purchase.

Sales Contact:

Name: Shane Mueller  
Title: Regional Sales Manager  
Phone: 970-215-3671  
Email: smueller@hach.com

Prepared By:

Name: Carol Burrill  
Title: Field Sales Support Specialist II  
Phone: 970-669-3050 x6246  
Email: cburrill@hach.com



Be Right™

Quotation Addendum

**HACH COMPANY**

**Headquarters**

P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**

PO Box 608  
Loveland, CO 80539-0608

**WebSite:** www.hach.com

**U.S.A.**

Phone: 800-227-4224  
Fax: 970-669-2932  
E-Mail: orders@hach.com  
quotes@hach.com  
techhelp@hach.com

**Export**

Phone: 970-669-3050  
Fax: 970-461-3939  
Email: intl@hach.com

**Remittance**

2207 Collections Center Drive  
Chicago, IL 60693

**Wire Transfers**

Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 071000039

**ADVANTAGES OF WORKING WITH HACH**

<p><b><u>Technical Support</u></b> <i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: techhelp@hach.com</li> </ul> <p>www.Hach.com</p>	<p><b><u>SIRR Delivery Program</u></b> <i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> <li>✓ Lower inventory costs and fresh supplies</li> <li>✓ Reduced paperwork – one purchase order for the entire year</li> <li>✓ Automatic shipments on your schedule</li> <li>✓ Easier budgeting</li> </ul> <p>www.Hach.com/sirr</p>	<p><b><u>Hach WarrantyPlus™ Upgrade</u></b> <i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> <li>✓ Savings of more than 20% versus a "pay as you go" approach</li> <li>✓ Freedom from maintenance</li> <li>✓ Worry-free compliance with Hach's certification</li> <li>✓ Fixed maintenance budget for the entire year</li> </ul> <p><a href="http://www.Hach.com/warrantyplus">www.Hach.com/warrantyplus</a></p>
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**ADVANTAGES OF SIMPLIFIED FREIGHT**

<p><b><u>Safe &amp; Fast Delivery</u></b></p> <ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<p><b><u>Save Time – Less Hassle</u></b></p> <ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships simplified freight orders as the product is available at no additional cost</li> </ul>	<p><b><u>Save Money</u></b></p> <ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>
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STANDARD SIMPLIFIED FREIGHT CHARGES <sup>1, 2, 3</sup>						Collect <sup>4</sup> Handling Fee Effective 8/16/2014
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.79
\$50.00 - \$199.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$7.99
\$200.00 - \$449.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.47
\$450.00 - \$749.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$8.89
\$750.00 - \$999.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.17
\$1,000.00 - \$2,249.99	\$66.39	\$130.75	\$255.01	\$154.73	\$307.33	\$9.49
\$2,250.00 - \$4,999.99	\$79.47	\$174.35	\$294.25	\$181.98	\$336.76	\$11.32
\$5,000.00 - \$9,999.99	\$112.79	\$201.60	\$338.94	\$213.59	\$365.10	\$16.83
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$29.49

- 1 Freight charges shown are only applicable to orders billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.
- 2 Additional freight charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- 3 Orders shipping to Alaska or Hawaii: Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- 4 Hach Company will assess a collect handling fee on orders with collect freight terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

**SALES TAX**

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

## TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

- 1. APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
- 2. CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.
- 3. DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.
- 4. INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.
- 5. PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.
- 6. PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

- 7. LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

- 8. INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

- 9. PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

- 10. TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach

Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

\* \* \*



COME PAINT YOUR FUTURE WITH US

## Upcoming Events

- |                   |  |
|-------------------|--|
| January 4-8, 2016 | Curbside Christmas Tree Pickup                                   |
| January 13, 2016  | Town Hall Meeting – 130 South McKinley Avenue – 6:30 p.m.        |
| January 18, 2016  | City Offices Closed in Observation of Martin Luther King Jr. Day |
| January 27, 2016  | Town Hall Meeting – 130 South McKinley Avenue – 6:30 p.m.        |