

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

Pledge Of Allegiance

Call To Order - Roll Call

Persons To Address Council

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

Approval Of Agenda

Review Of Accounts Payables

a. **06202016, Accounts Payables**

Documents:

[06202016 Accounts Payables.pdf](#)

Consent Agenda

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

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

Documents:

[06062016 City Council Meeting Minutes.pdf](#)

b. **AM 2016-087, Authorize The Mayor's Signature On A Purchase And**

Sales Agreement, Right-Of-Way Agreement And Warranty Deed With Denver Water

Documents:

[AM 2016-087, Denver Water Sales, Right-Of-Way Agreement And Warranty Deed.pdf](#)

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

Documents:

[AM 2016-089, Approve A Resolution Appointing Members To The Safety And Art Committee.pdf](#)

Action Memorandum

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

Documents:

[AM2016-088, Accept The City Of Fort Lupton 2015 Audit Report.pdf](#)

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

Documents:

[AM 2016-090, Award Survey Contract To Acklam For 2016 Street Improvements - 30,250.Pdf](#)

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

Documents:

[AM 2016-091, Approval Of Blackboard Connect Renewal.pdf](#)

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

Documents:

[AM 2016-092, Adopt Ordinances Eliminating Term Limits Mayor And Councilmembers.pdf](#)

[Councilmembers.pdf](#)

Staff Reports

Mayor/Council Reports

Future City Events

a. 0620216, Upcoming Events

Documents:

[06202016 Up Coming Events.pdf](#)

Adjourn

Report Criteria:

Report type: GL detail

Check.Voided = {=} No

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

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

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

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

Report Criteria:

Report type: GL detail

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

Report Criteria:

Report type: GL detail

Check.Voided = {=} No

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

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

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

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

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

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

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

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

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

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

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

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

Report Criteria:

Report type: GL detail

Check.Voided = {=} No

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

1490



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

Invoice #: 1868

Bill to:

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

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

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

JT Project # 13134

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

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

Invoice total: \$3,135.20

Thank you for your business!

DESCRIPTION PO 2805 14th St. Project Engineering

ACCT NO. 10-310-57500 \$ 3,135.20

ACCT NO. _____ \$ _____

ACCT NO. _____ \$ _____

APPROVED FOR PAYMENT BY: _____

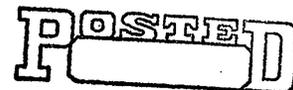
REQUESTOR _____ DATE _____

DEPT HEAD _____ DATE _____

FORWARDED BY Stanferino DATE 6/10/2016

CITY MAN _____ DATE _____

MAYOR _____ DATE _____



617

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

RECEIVED
JUN 6 - 2016
BY: _____

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

DESCRIPTION WST- May 16 legal Svcs
ACCT NO. 10.520-53120 \$ 3,760.00
ACCT NO. _____ \$ _____
ACCT NO. _____ \$ _____

June 01, 2016

APPROVED FOR PAYMENT BY: _____
DIRECTOR _____ DATE _____

Invoice #26643

DEPT HEAD _____ DATE _____

Stan Perino DATE 6/8/2016

_____ DATE 6/9/16

Professional Services

MANAGER _____ DATE _____

POSTED

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

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

PLEASE REFERENCE INVOICE NUMBER ON PAYMENT CHECK OR VOUCHER.

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

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 6/13/2016 | 2886 |

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

| | | |
|----------------|---------|----------------|
| Terms | Project | Project Number |
| Due on receipt | | Fort Lupton |

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

| | | | |
|---|--|-------------------------|------------|
| Please remit to above address. Thank you for your business. | | Total | \$7,003.75 |
| | | Payments/Credits | \$0.00 |
| | | Balance Due | \$7,003.75 |

| |
|----------------|
| Phone # |
| 970-613-8556 |

Todd Hodges

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

Tue 5/31/16:

Economic dev, 6:02 AM to 6:30 AM (0.47h) at \$125.00/hour for \$58.33 (Email and voice mails for potential projects)

Fort Lupton, 11:02 AM to 4:42 PM (5.67h) for \$708.33 Calls, emails, water mtg at site, horton site, permits

Fort Lupton, 9:24 PM to 11:54 PM (2.5h) for \$312.50 (Rfp reviews)

Total: 8.63h (\$1,079.17)

Wed 6/1/16:

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

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

Total: 10.35h (\$1,293.75)

Thu 6/2/16:

Economic dev, 7:09 AM to 8:31 AM (1.37h) for \$170.83 (Voicemails, emails, mtg schedule)

Total: 1.37h (\$170.83)

Sat 6/4/16:

Fort Lupton, 12:04 PM to 12:28 PM (0.4h) for \$50.00 (Emails, voicemail, mtg schedules)

Total: 0.4h (\$50.00)

Mon 6/6/16:

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

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

Total: 7.6h (\$950.00)

Tue 6/7/16:

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

Total: 5.82h (\$727.08)

Wed 6/8/16:

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

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

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

Total: 12.03h (\$1,504.17)

Thu 6/9/16:

Fort Lupton, 7:19 AM to 1:17 PM (5.97h) for \$745.83 (Calls, sites, permits, RFP, staff items updates)

Total: 5.97h (\$745.83)

Fri 6/10/16:

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

Total: 2.97h (\$370.83)

Sun 6/12/16:

Fort Lupton, 5:00 PM to 5:53 PM (0.88h) for \$110.42 (Messages, emails, voicemails)

Total: 0.88h (\$110.42)

Grand Total: 56.02h (\$7,002.08)

Union Pacific Railroad Company



BUILDING AMERICA™

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

FORT LUPTON CITY OF
 ACCOUNTS PAYABLE

130 SOUTH MCKINLEY AVE
 FORT LUPTON CO 80621

Please contact the following for questions regarding:

- Payment Status: (402) 544 - 0211, or Fax (402) 501 - 0027
- All other questions or comments regarding the agreement, including rental amount, termination notices and change of address -

Manager: Jason E. Mashek, JEMASHEK@up.com, (402) 544 - 8619

Bill Description : CR12 TO 9TH ST; PARKS

Location of Agreement: FORT LUPTON, CO

Primary Purpose of Agreement: Lease: Beautification/Parks

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

GF - 2016-2017 RR Park Lease

10-330-55410 \$ 2,609.55

AP 6/15/2016

POSTED

RECEIVED
 JUN 13 2016
 BY: _____

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

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

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

Payable Upon Receipt: \$2,609.55

Please include the bill number on your check!

Williams and Weiss Consulting, LLC

INVOICE

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

INVOICE #[896]
 DATE: JUNE 8, 2016

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

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

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

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

Thank you for your business!

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

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

ROLL CALL

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

PERSON TO ADDRESS COUNCIL

No one signed up to speak to Council.

APPROVAL OF AGENDA

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

REVIEW OF JUNE 6, 2016 PAYABLES

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

CONSENT AGENDA

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

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

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

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

ACTION AGENDA

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

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

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

Motion carried unanimously by a roll call vote.

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

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

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

AM 2016-081, Award Survey Contract for CR 23.5 and Historic Parkway to Acklam, Inc., Not to Exceed \$10,550 from 10.420 Engineering Budget

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

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

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

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

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

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

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

STAFF REPORTS

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

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

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

MAYOR/COUNCIL REPORTS

No reports given.

FUTURE CITY EVENTS

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

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

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

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

ADJOURNMENT

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

Motion carried on voice vote.

Respectfully submitted,

Nanette S. Fornof, City Clerk

Approved by City Council

Tommy Holton, Mayor

DRAFT

CITY OF FORT LUPTON CITY COUNCIL



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 2016-087

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

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

II. **Attachments:**

- a. Purchase and Sale Agreement
- b. Right-of-Way Agreement
- c. Warranty Deed

III. **Summary Statement:**

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

IV. **Fiscal Note:**

See XII

Finance Department Use Only

Sean Perino
Finance Director

V. **Submitted by:**

[Signature]
City Administrator

VI. **Approved for Presentation:**

[Signature]
City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

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

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

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

X. Legal/Political Considerations:

The documents have been reviewed by our City Attorney.

XI. Alternatives/Options:

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

XII. Financial Considerations:

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

XIII. Staff Recommendation:

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

PURCHASE AND SALE AGREEMENT CONTRACT NO. 16739A

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

Copy to: Ryan Stitt

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

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

To Ft. Lupton:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

otherwise contained in this Agreement.

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

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

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

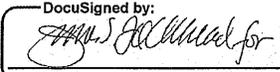
IN WITNESS WHEREOF, the Parties execute this Agreement.

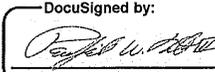
[Signatures on following pages]

BOARD:

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

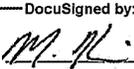
ATTESTED:

By: 
James S. Lochhead, Secretary

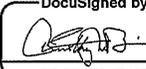
By: 
President

DATE: 5/25/2016

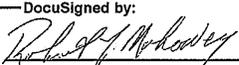
APPROVED:

By: 
Mike King, Director of
Planning

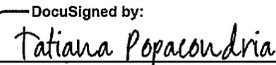
REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By:  
Timothy M. O'Brien, CPA
Auditor

APPROVED:

By: 
Robert J. Mahoney, Director of
Engineering

APPROVED AS TO FORM:


Tatiana Popacondria
Office of General Counsel

CITY OF FORT LUPTON:

ATTESTED:

By: _____
City Clerk

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney

CITY OF FORT LUPTON, COLORADO

By: _____
Tommy Holton, Mayor

DATE: _____

EXHIBIT "A" LEGAL DESCRIPTION

Parcel No 1- North Cell

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

Commencing at the southeast corner (SE) of said Section 18, and considering the south line of the southeast quarter (SE1/4) of said Section 18 to bear South 89°18'33" West, said line forming the Basis of Bearing for this legal description.

Thence N45°28'15"W a distance of 42.15 feet to a point on the northerly right-of-way line of County Road 8, being a right-of-way 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said northerly right-of-way line S89°18'33"W a distance of 2285.31 feet to a point on the easterly line of a parcel of land as recorded in Weld County, Colorado in Book 31 at Page 78;

Thence along said easterly line N00°10'41"E a distance of 1294.70 feet to a point on the north line of the south half of the southeast quarter of said Section 18;

Thence along said north line N89°25'26"E a distance of 299.27 feet to a point;

Thence N00°07'26"E a distance of 1294.56 feet to a point on the southerly line of a parcel of land as recorded in Weld County, Colorado in Book 357 at Page 581;

Thence running along said southerly line, the following (2) two courses;

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

Thence S00°07'26"W a distance of 1293.31 feet to a point on the north line of the south half of the southeast quarter of said Section 18;

Thence N89°25'26"E along said north line a distance of 635.93 feet to a point on the westerly line of a parcel of land as recorded in Weld County, Colorado at reception no. 3119802;

Thence running along the westerly and southerly lines of said parcel of land the following (2) two courses;

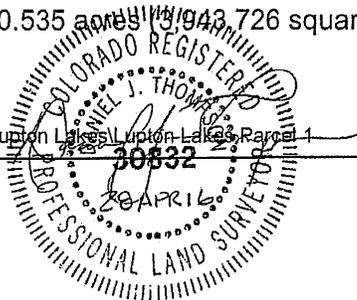
1. S00°05'14"E along the westerly line a distance of 792.19 feet to a point on the southerly line of said parcel of land;
2. N89°25'26"E along the southerly line of said parcel of land a distance of 356.98 feet to a point on the westerly right-of-way of Weld County Road 27 as recorded in Weld County,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

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

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

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

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



Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

**EXHIBIT "A"
LEGAL DESCRIPTION**

Parcel No 2-South Cell

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

Commencing at the southeast corner (SE) of said Section 18, and considering the south line of the southeast quarter (SE1/4) of said Section 18 to bear South 89°18'33" West, said line forming the Basis of Bearing for this legal description.

Thence S44°35'25"W a distance of 42.76 feet to a point on the westerly right-of-way line of County Road 27, being a right-of-way 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said westerly right-of-way line S00°01'52"W a distance of 2619.51 feet to a point on the south line of the northeast quarter of said Section 19;

Thence continuing along said westerly right-of-way line S00°03'00"E a distance of 1304.54 feet to a point on the northerly right-of-way line of Weld County Road 6.25 being a right-of-way 30 feet in width as recorded in Weld County, Colorado in Book 1229 at Page 556;

Thence along said northerly right-of-way line S89°56'55"W a distance of 1250.01 feet to a point;

Thence N00°03'00"W a distance of 200.00 feet;

Thence N45°03'02"W a distance of 424.26 feet;

Thence S89°56'55"W a distance of 50.00 feet;

Thence N00°03'00"W a distance of 799.98 feet to a point on the south line of the said northeast quarter of Section 19;

Thence along said south line S89°47'07"W a distance of 727.21 feet to a point on the easterly right-of-way line of U.S. 85;

Thence along said easterly right-of-way line N04°43'38"W a distance of 1318.71 feet to the south line of the northwest quarter of the northeast quarter of Section 19;

Thence continuing along said easterly right-of-way line the following (2) two courses;

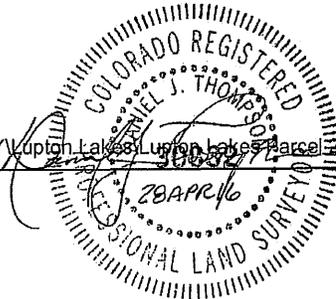
1. N05°02'54"W a distance of 1168.90 feet to a point;
2. N17°11'06"E a distance of 124.95 feet to a point on the southerly right-of-way line of County Road 8, being a right-of-way 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273;

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

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

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

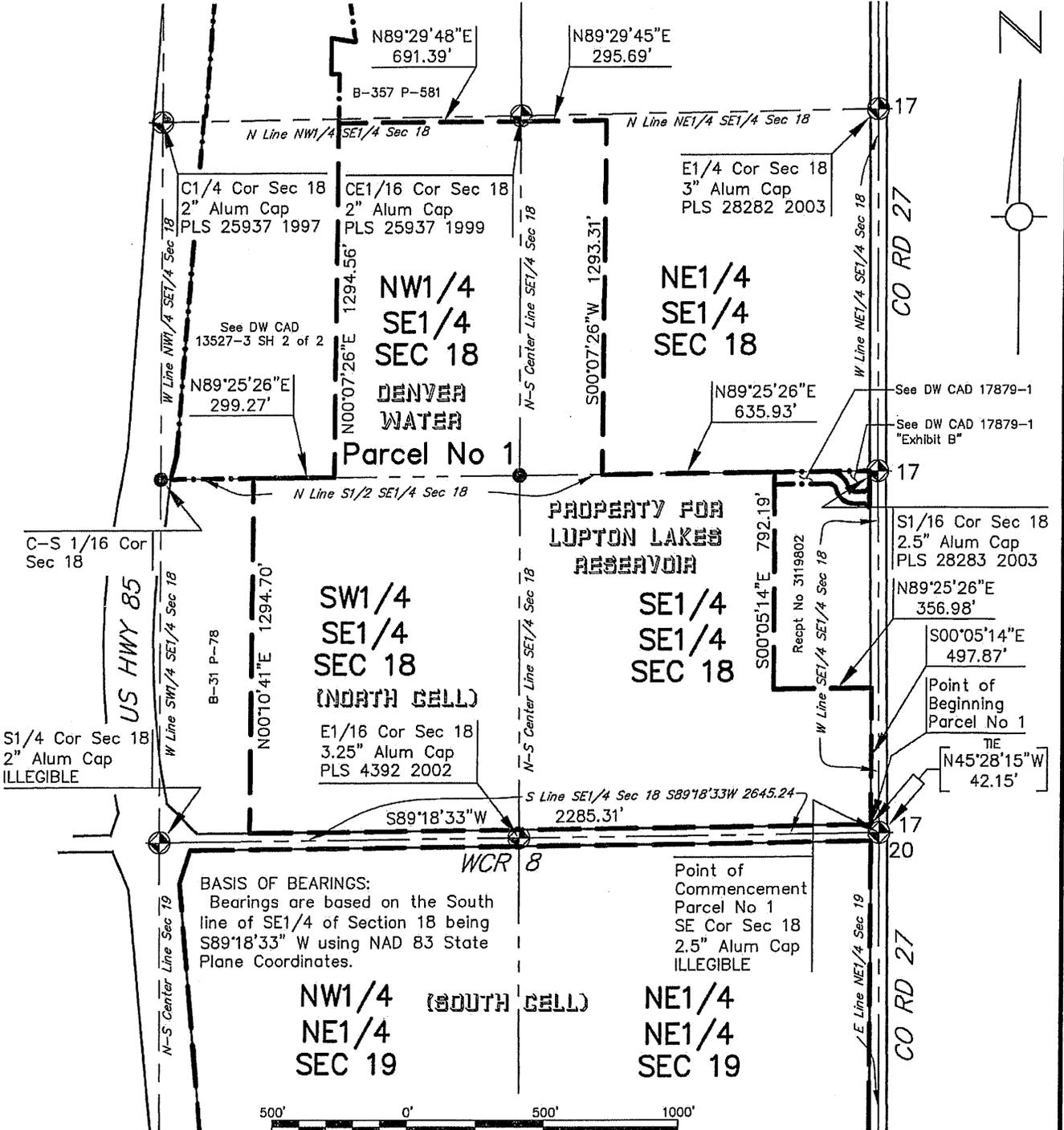
Daniel J. Thompson, PLS
Newly Created Legal Description
(§ 38-35-106.5, C.R.S.)



Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

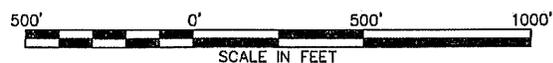
SE 1/4 SECTION 18, TOWNSHIP 1 NORTH, RANGE 66 WEST 6th PM

----- WELD COUNTY -----



BASIS OF BEARINGS:
 Bearings are based on the South line of SE1/4 of Section 18 being S89°18'33" W using NAD 83 State Plane Coordinates.

Point of Commencement Parcel No 1 SE Cor Sec 18 2.5" Alum Cap ILLEGIBLE



SCALE IN FEET

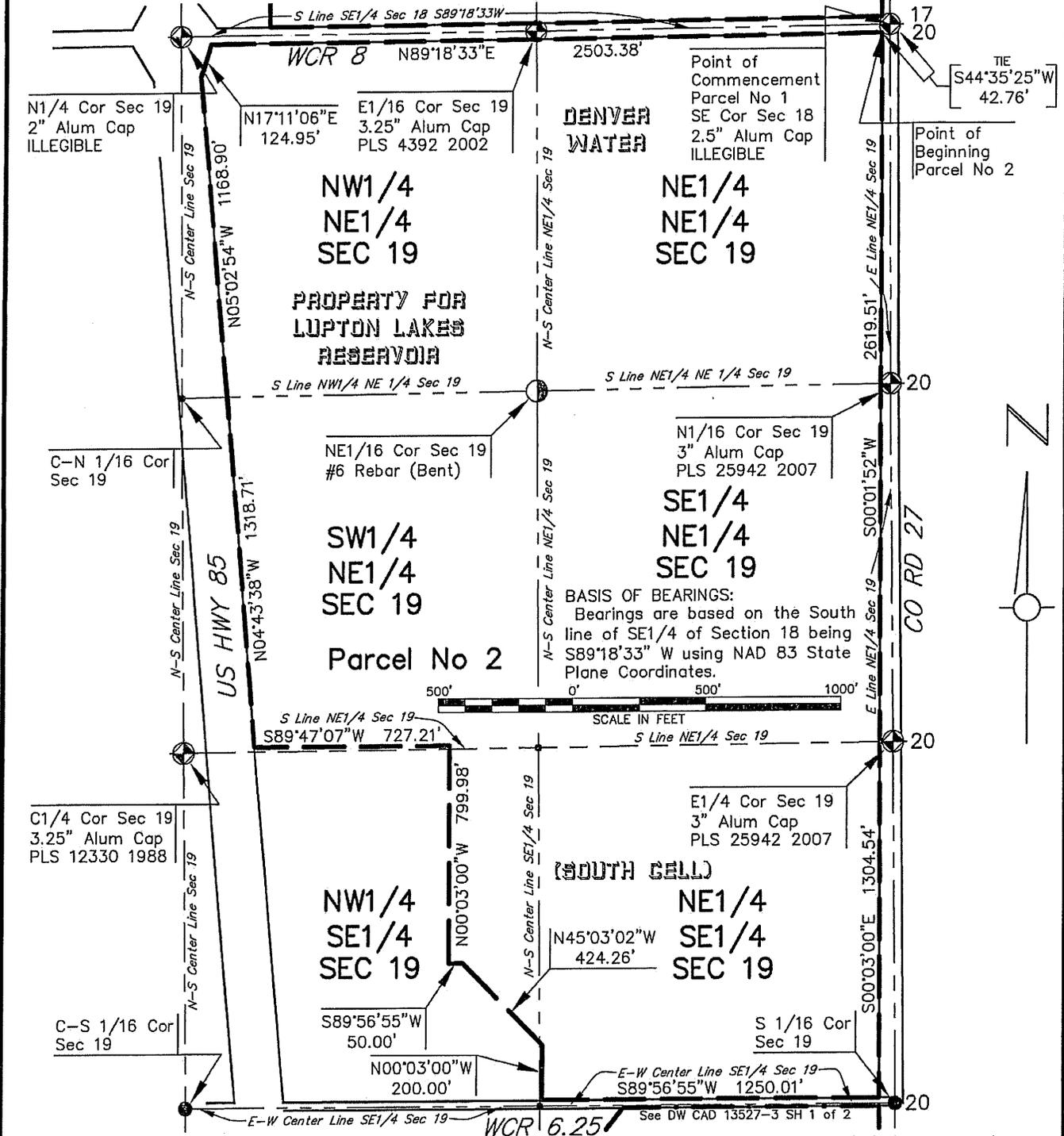
Parcel Map Not P.L.S. Stamped or Certified

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

| | | | |
|--|--|--|--|
| <p>LEGEND</p> <p>--- BNDRY EXISTING DW PROP</p> <p>-.- BNDRY EXISTING DW ESMT</p> | <p>DOCUMENT DATED: SEC'Y FILE DOC.</p> <p>RIMS ITEM NO. CARD NO.</p> | <p>LUPTON LAKES RESERVOIR</p> <p>BOUNDARY DESCRIPTION OF THE NORTH CELL</p> <p>DATE: APRIL 28, 2016</p> | <p>D DENVER WATER</p> <p>1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org</p> |
| | <p>DRN. LAB. PM. LAB. IS. AF</p> <p>APPD. <i>[Signature]</i></p> <p>SHEET 1 OF 2 SHEET</p> | | |

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

----- WELD COUNTY -----



Parcel Map Not P.L.S. Stamped or Certified PARCEL CONTAINS 190.775 ACRE± (8,310,177 SQ FT)

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

EXHIBIT "B"

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

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

Re: Lupton Lakes

Dear Mr. Sidebottom:

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

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

Sincerely,

SW TKO JOINT VENTURE, LLC

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

cc: Russ Otterstein

EXHIBIT "C"

ASSIGNMENT OF WATER STORAGE RIGHTS IN LUPTON LAKES

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

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

DATED THIS _____ day of _____, 2016.

City of Fort Lupton

By: _____, its _____.

State of Colorado)
) ss.
County of _____)

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

Witness my hand and official seal.

My commission expires:

Notary Public
Address:

RIGHT-OF-WAY AGREEMENT

Contract No. 16740A

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

RECITALS

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the Board:

Denver Water

with a copy to:

Amy Turney, Chief of Property Management

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

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

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

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

If to the City:

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

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

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

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

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

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

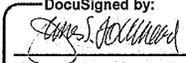
28. Effective Date: This Agreement shall become effective on the last signature date set forth below.

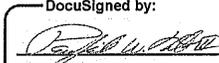
[Signatures on following pages]

BOARD:

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

ATTESTED:

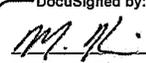
By: 
James S. Leach, Secretary

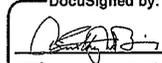
By: 
President

DATE: 5/25/2016

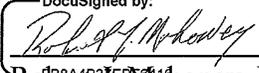
APPROVED:

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

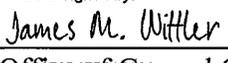
By: 
Mike King, Director of
Planning

By:  
Timothy M. O'Brien, CPA
Auditor

APPROVED:

By: 
Robert J. Mahoney, Director of
Engineering

APPROVED AS TO FORM:


James M. Witter
Office of General Counsel

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

CITY OF FORT LUPTON:

ATTESTED:

CITY OF FORT LUPTON, COLORADO

By: _____
City Clerk

By: _____
Tommy Holton, Mayor

DATE: _____

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel No 1- North Cell

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

Commencing at the southeast corner (SE) of said Section 18, and considering the south line of the southeast quarter (SE1/4) of said Section 18 to bear South 89°18'33" West, said line forming the Basis of Bearing for this legal description.

Thence N45°28'15"W a distance of 42.15 feet to a point on the northerly right-of-way line of County Road 8, being a right-of-way 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said northerly right-of-way line S89°18'33"W a distance of 2285.31 feet to a point on the easterly line of a parcel of land as recorded in Weld County, Colorado in Book 31 at Page 78;

Thence along said easterly line N00°10'41E a distance of 1294.70 feet to a point on the north line of the south half of the southeast quarter of said Section 18;

Thence along said north line N89°25'26"E a distance of 299.27 feet to a point;

Thence N00°07'26"E a distance of 1294.56 feet to a point on the southerly line of a parcel of land as recorded in Weld County, Colorado in Book 357 at Page 581;

Thence running along said southerly line, the following (2) two courses;

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

Thence S00°07'26"W a distance of 1293.31 feet to a point on the north line of the south half of the southeast quarter of said Section 18;

Thence N89°25'26"E along said north line a distance of 635.93 feet to a point on the westerly line of a parcel of land as recorded in Weld County, Colorado at reception no. 3119802;

Thence running along the westerly and southerly lines of said parcel of land the following (2) two courses;

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

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

This parcel of land contains 90.535 acres (391,943,726 square feet more or less).

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

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



Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel No 2-South Cell

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

Commencing at the southeast corner (SE) of said Section 18, and considering the south line of the southeast quarter (SE1/4) of said Section 18 to bear South 89°18'33" West, said line forming the Basis of Bearing for this legal description.

Thence S44°35'25"W a distance of 42.76 feet to a point on the westerly right-of-way line of County Road 27, being a right-of-way 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said westerly right-of-way line S00°01'52"W a distance of 2619.51 feet to a point on the south line of the northeast quarter of said Section 19;

Thence continuing along said westerly right-of-way line S00°03'00"E a distance of 1304.54 feet to a point on the northerly right-of-way line of Weld County Road 6.25 being a right-of-way 30 feet in width as recorded in Weld County, Colorado in Book 1229 at Page 556;

Thence along said northerly right-of-way line S89°56'55"W a distance of 1250.01 feet to a point;

Thence N00°03'00"W a distance of 200.00 feet;

Thence N45°03'02"W a distance of 424.26 feet;

Thence S89°56'55"W a distance of 50.00 feet;

Thence N00°03'00"W a distance of 799.98 feet to a point on the south line of the said northeast quarter of Section 19;

Thence along said south line S89°47'07"W a distance of 727.21 feet to a point on the easterly right-of-way line of U.S. 85;

Thence along said easterly right-of-way line N04°43'38"W a distance of 1318.71 feet to the south line of the northwest quarter of the northeast quarter of Section 19;

Thence continuing along said easterly right-of-way line the following (2) two courses;

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

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

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

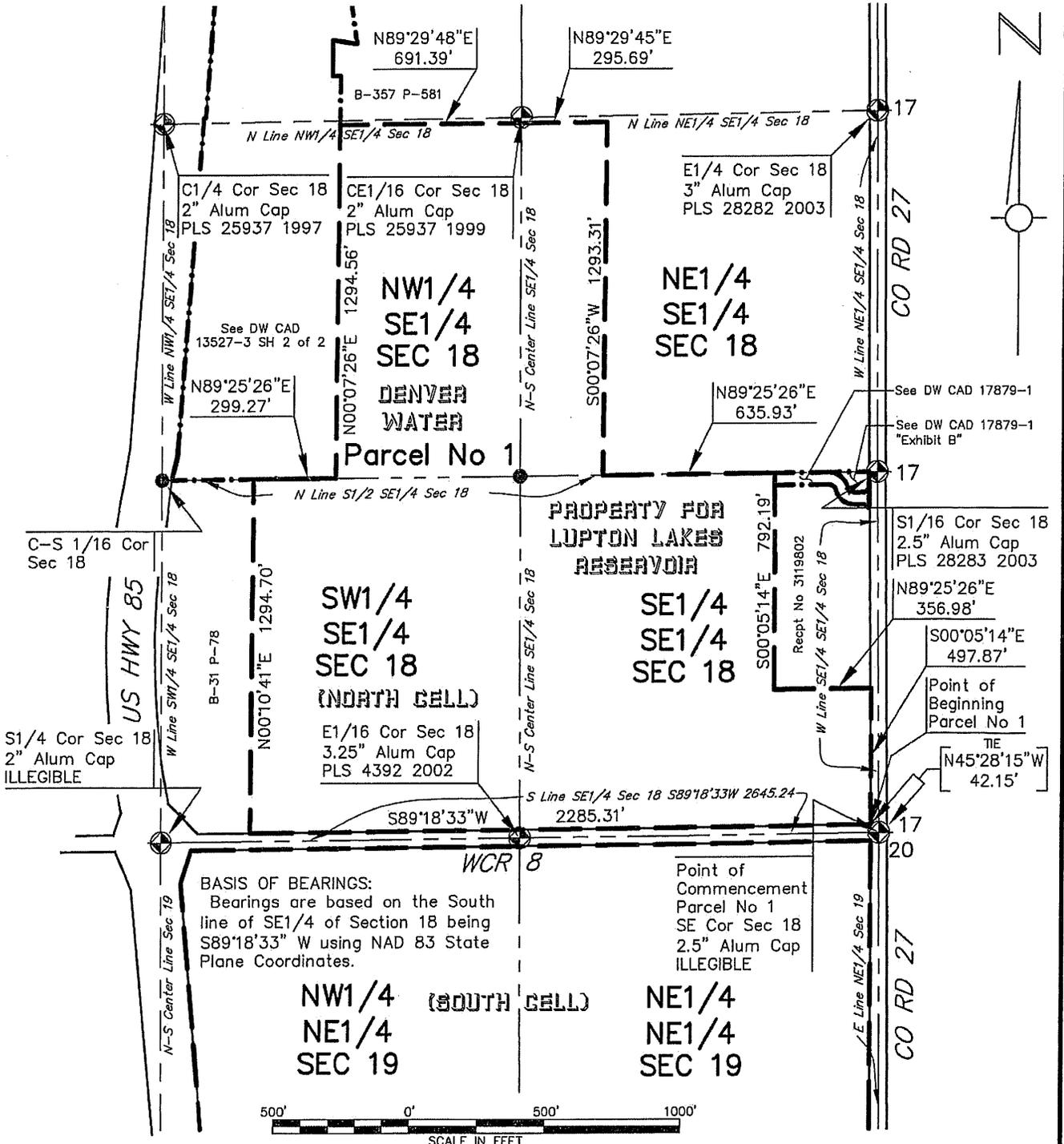
Projects\94485\dwg\Pmgt\PROPERTY\Lupton Lakes\Lupton Lakes Parcel 2

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

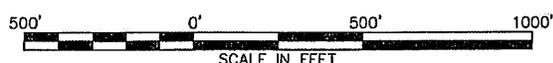


Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

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



BASIS OF BEARINGS:
 Bearings are based on the South line of SE1/4 of Section 18 being S89°18'33\"/>

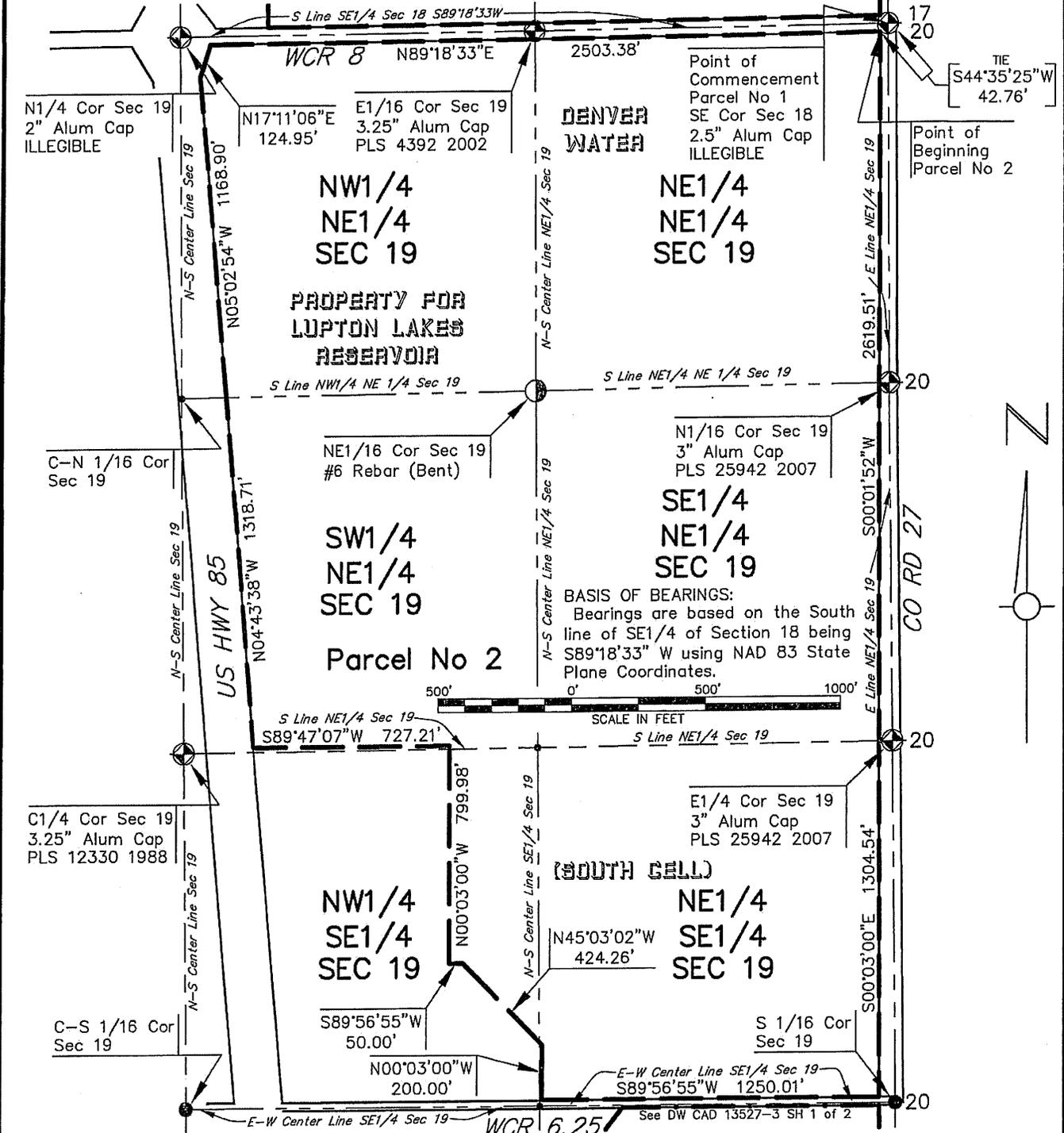


Parcel Map Not P.L.S. Stamped or Certified PARCEL CONTAINS 90.535 ACRE± (3,943,726 SQ FT)

| | | | |
|--|--|--|---|
| <p>LEGEND</p> <p> BNDRY EXISTING DW PROP</p> <p> BNDRY EXISTING DW ESMT</p> | <p>DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. CARD NO.</p> <p>DRN. LAB. PM. LAB. S. AF</p> <p>APPD. <i>[Signature]</i></p> <p>SHEET 1 OF 2 SHEET</p> | <p style="text-align: center;">LUPTON LAKES RESERVOIR</p> <p style="text-align: center;">BOUNDARY DESCRIPTION OF THE NORTH CELL</p> <p style="text-align: center;">DATE: APRIL 28, 2016</p> | <p style="text-align: center;">D DENVER WATER</p> <p style="font-size: small;">1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org</p> <p style="text-align: center;">SCALE: 1" = 500'</p> <p style="text-align: center;">CAD 18028 N&S Cells</p> |
|--|--|--|---|

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

----- WELD COUNTY -----



Parcel Map Not P.L.S. Stamped or Certified PARCEL CONTAINS 190.775 ACRE± (8,310,177 SQ FT)

| | | | |
|--|---|--|--|
| <p>LEGEND</p> <p>— BNDRY EXISTING DW PROP</p> <p>- - - BNDRY EXISTING DW ESMT</p> | <p>DOCUMENT DATED: SEC'Y FILE DOC.</p> | <p>LUPTON LAKES RESERVOIR</p> <p>BOUNDARY DESCRIPTION OF THE SOUTH CELL</p> | <p>D DENVER WATER</p> <p>1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org</p> |
| | <p>RIMS ITEM NO.</p> <p>CARD NO.</p> <p>DRN. LAB. [PM. LAB. AS. GF]</p> <p>APPD. <i>[Signature]</i></p> <p>SHEET 2 OF 2 SHEET</p> | | |
| <p>DATE: APRIL 28, 2016</p> | | | |

EXHIBIT "1" TO EXHIBIT "B"

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

PARCEL NO 1

Commencing at the northeast corner (NE) of said Section 19, and considering the north line of the northeast quarter of the northeast quarter (NE1/4 NE1/4) of said Section 19 to bear S88°51'46"W, said line forming the Basis of Bearing for this legal description.

Thence N45°50'03"W a distance of 42.20 feet to a point on the northerly right-of-way line of County Road 8, and the westerly boundary of County Road 27, both roads being right-of-ways 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said southerly right-of-way line S88°51'46"W a distance of 134.44 feet;

Thence N27°23'15"E a distance of 22.76'

Thence N88°51'46"E a distance of 123.78 feet to a point on said westerly right-of-way line of Weld County Road 27;

Thence along said westerly right-of-way line S00°31'52"E a distance of 20.00 feet to the POINT OF BEGINNING.

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

PARCEL NO 2

Commencing at the northeast corner (NE) of said Section 19, and considering the north line of the northeast quarter of the northeast quarter (NE1/4 NE1/4) of said Section 19 to bear S88°51'46" W, said line forming the Basis of Bearing for this legal description.

Thence S44°11'55"W a distance of 42.80 feet to a point on the southerly right-of-way line of County Road 8, and the westerly boundary of County Road 27, both roads being right-of-ways 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273 also being the POINT OF BEGINNING.

Thence along said westerly right-of-way line S00°18'06"E a distance of 39.92 feet

Thence S88°51'46"W a distance of 1292.58 feet to a point on the N-S Center Line of said northeast quarter (NE1/4) of Section 19;

Thence S88°51'51"W a distance of 1223.05 feet to a point on the easterly right-of-way line of US 85;

Thence along said easterly line of said right-of-way N16°44'19"E a distance of 41.94 feet to a point said southerly right of way line;

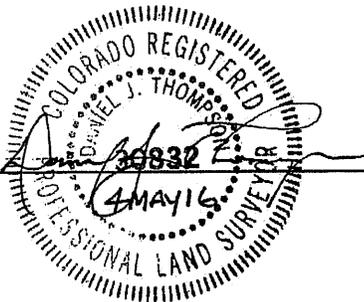
Thence along said southerly right-of-way line N88°51'51"E a distance of 1210.73 feet to a point on the N-S Center Line of said northeast quarter (NE1/4) of Section 19;

Thence continuing along said southerly right-of-way line N88°51'46"E a distance of 1292.61 feet to the POINT OF BEGINNING.

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

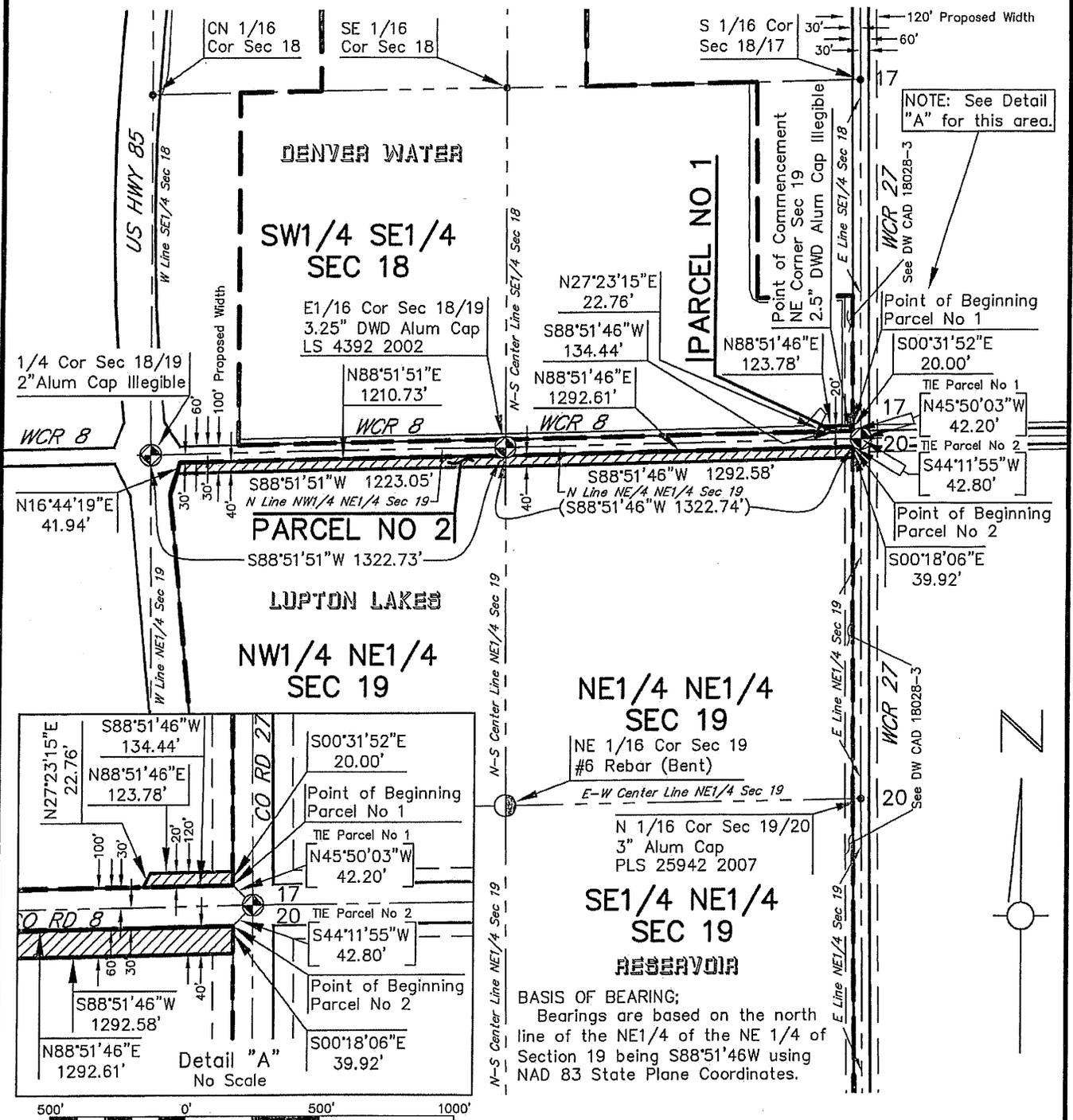
Propcom\WORD\LEGALS\2016\18028-1

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



Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

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



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

| | | | |
|---|---|---|--|
| LEGEND REAL ESTATE CONVEYED BNDRY EXISTING DW PROP | DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. CARD NO. | LUPTON LAKES RESERVOIR REAL ESTATE CONVEYED TO CITY OF FORT LUPTON | DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org |
| | DRN. LAB. PM. LAB. <i>4.14.16</i> APPD. <i>[Signature]</i> SHEET 1 OF 1 SHEET | | |

DATE: APRIL 14, 2016

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

PARCEL NO 1

Commencing at the northeast corner (NE) of said Section 19, and considering the north line of the northeast quarter of the northeast quarter (NE1/4 NE1/4) of said Section 19 to bear S88°51'46"W, said line forming the Basis of Bearing for this legal description.

Thence N31°39'17"W a distance of 58.04 feet to a point on the westerly boundary of County Road 27, being a right-of-way 60 foot in width as recorded in Weld County, Colorado in Book 86 at Page 273, also being a point on the easterly property line of Denver Water's property for Lupton Lakes Reservoir, also being the POINT OF BEGINNING.

Thence S88°51'46"W a distance of 30.00 feet;

Thence N00°31'52"W a distance of 477.79 feet to a point on a northerly property line of said Denver Water property;

Thence along said property line N88°51'46"E a distance of 30.00 feet to a northeasterly corner of said property;

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

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

PARCEL NO 2

Commencing at the northeast corner (NE) of said Section 19, and considering the north line of the northeast quarter of the northeast quarter (NE1/4 NE1/4) of said Section 19 to bear S88°51'46" W, said line forming the Basis of Bearing for this legal description.

Thence S30°26'23"W a distance of 58.69 feet to a point on the southerly right-of-way line of County Road 8, and the westerly boundary of County Road 27, both roads being right-of-ways 60 feet in width as recorded in Weld County, Colorado in Book 86 at Page 273, also being a point on the easterly property line of Denver Water's property for Lupton Lakes Reservoir, also being the POINT OF BEGINNING.

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

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

Thence S89°49'18"W a distance of 30.00 feet;

Thence along a line that parallels said combined line to the west by 30.00 feet the following 3 courses;

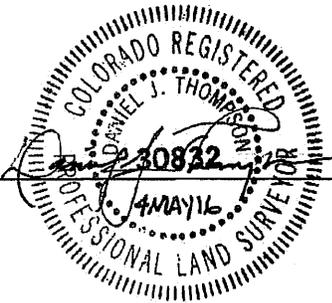
1. N00°29'36"W a distance of 1274.03 feet to the E-W Center Line of Section 19;
2. Thence N00°31'29"W a distance of 1323.79 feet to the E-W Center Line of the northeast quarter of said section 19;
3. Thence N00°18'06"E a distance of 1255.71 feet;

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

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

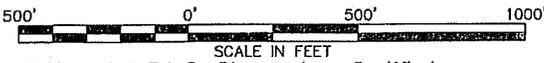
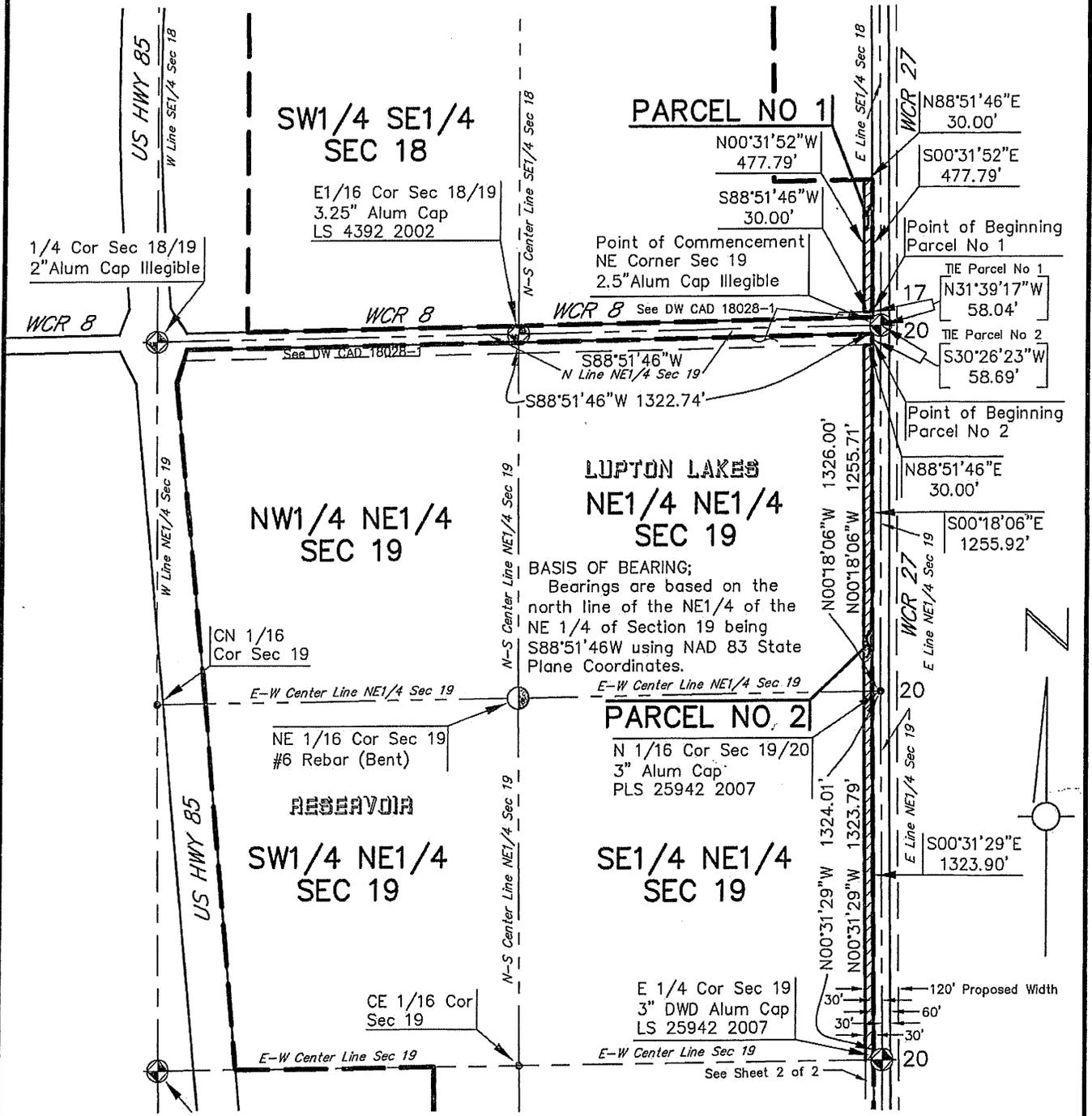
Propcom\WORD\LEGALS\2016\18028-3

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



Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

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



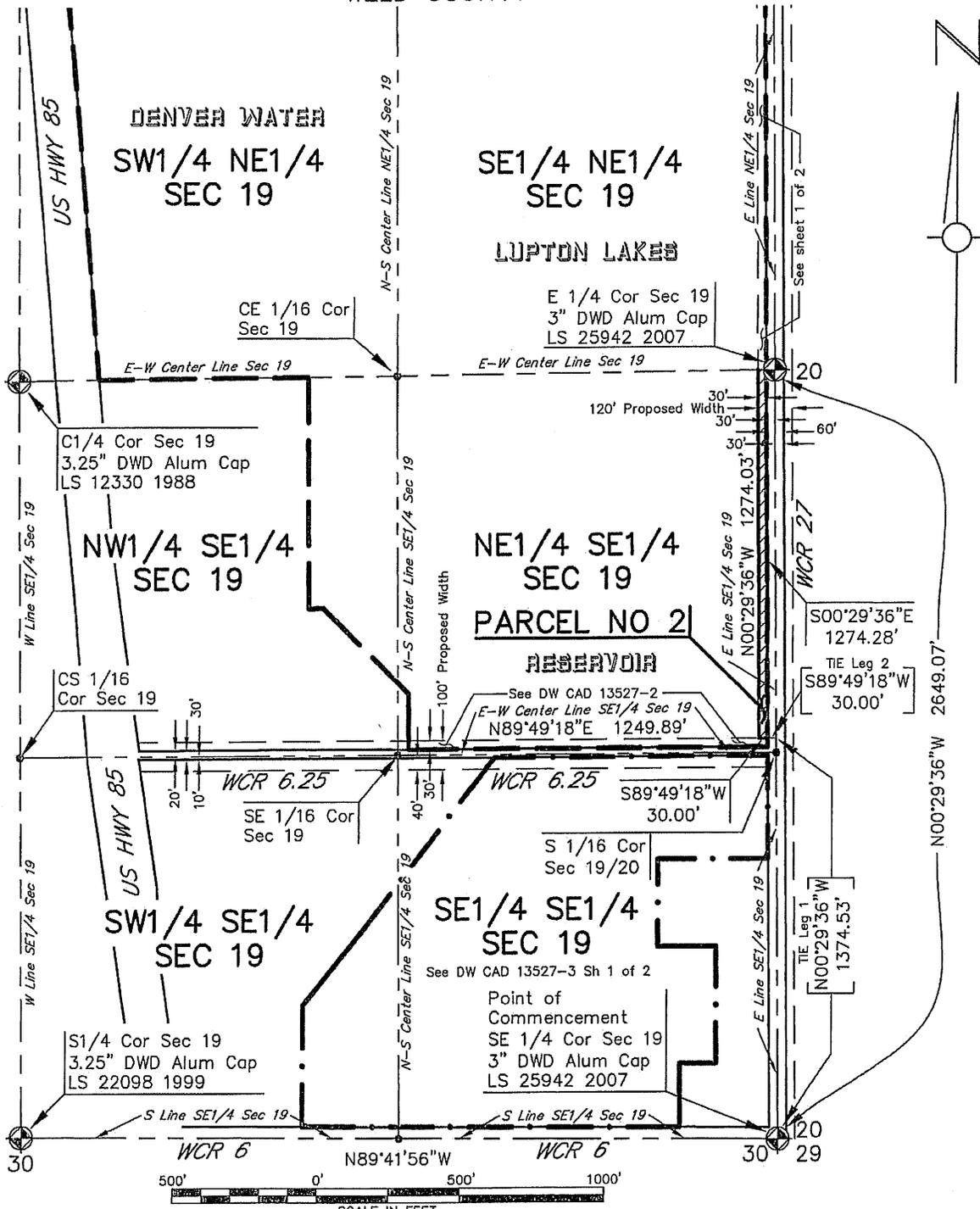
PARCEL NO 1 CONTAINS 0.329 ACRE± (14,334 SQ FT)
 PARCEL NO 2 CONTAINS 2.654 ACRE± (115,617 SQ FT)

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

| | | | |
|---|--|---|---|
| LEGEND REAL ESTATE CONVEYED BNDRY EXISTING DW PROP | DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. CARD NO. | LUPTON LAKES RESERVOIR REAL ESTATE CONVEYED TO CITY OF FORT LUPTON | DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org |
| | DRN. LAB / IPM. LAB APPD. [Signature] SHEET 1 OF 2 / SHEET | | |

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

----- WELD COUNTY -----



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

| | | | | | |
|--|----------|--|--|--|--|
| <p>LEGEND</p> <p> REAL ESTATE CONVEYED</p> <p> BNDRY EXISTING DW PROP</p> | | <p>LUPTON LAKES RESERVOIR</p> <p>REAL ESTATE CONVEYED TO CITY OF FORT LUPTON</p> | | <p>D DENVER WATER</p> <p>1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org</p> | |
| DRN. LAB. | PM. LAB. | <p>DATE: APRIL 14, 2016</p> | | <p>SCALE: 1" = 500'</p> <p>CAD 18028-3_PMG8</p> | |
| <p>APPD. <i>[Signature]</i></p> <p>SHEET 2 OF 2 SHEET</p> | | <p>4-14-16</p> <p><i>[Signature]</i></p> | | | |

EXHIBIT "2" TO EXHIBIT "B"

Parcel No 1- North Cell

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

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

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

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

Thence along said easterly line N00°16'06"W a distance of 1294.60 feet to a point on the north line of the south half of the southeast quarter of said Section 18;

Thence along said north line N88°58'39"E a distance of 299.27 feet to a point;

Thence N00°19'21"W a distance of 1294.56 feet to a point on the southerly line of a parcel of land as recorded in Weld County, Colorado in Book 357 at Page 581;

Thence running along said southerly line, the following (2) two courses;

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

Thence S00°19'21"E a distance of 1293.31 feet to a point on the north line of the south half of the southeast quarter of said Section 18;

Thence N88°58'39"E along said north line a distance of 635.93 feet to a point on the westerly line of a parcel of land as recorded in Weld County, Colorado at reception no. 3119802;

Thence running along the westerly and southerly lines of said parcel of land the following (2) two courses;

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

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

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

Parcel No 2-South Cell

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

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

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

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

- 1. S00°18'06"E a distance of 1255.71 feet to a point on the east-west center line of the northeast quarter of said Section 19;
- 2. Thence continuing along said westerly right-of-way line S00°31'29"E a distance of 1323.79 feet to a point on the east-west center line of said Section 19;
- 3. Thence continuing along said westerly right-of-way line S00°29'36"E a distance of 1304.03 feet to a point on the northerly right-of-way line of Weld County Road 6.25 being a right-of-way 30 feet in width as recorded in Weld County, Colorado in Book 1229 at Page 556;

Thence along said northerly right-of-way line S89°49'18"W a distance of 1219.88 feet;

Thence N00°31'30"W a distance of 193.03 feet;

Thence N45°29'49"W a distance of 424.12 feet;

Thence S89°30'08"W a distance of 50.00 feet;

Thence N00°29'47"W a distance of 799.98 feet to a point on said east-west center line of said Section 19;

Thence along said center line S89°20'20"W a distance of 727.21 feet to a point on the easterly right-of-way line of U.S. 85;

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

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

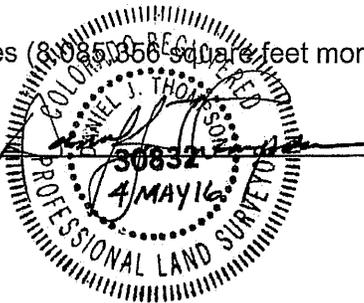
Thence along said proposed southerly right-of-way line the following two courses;

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

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

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

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

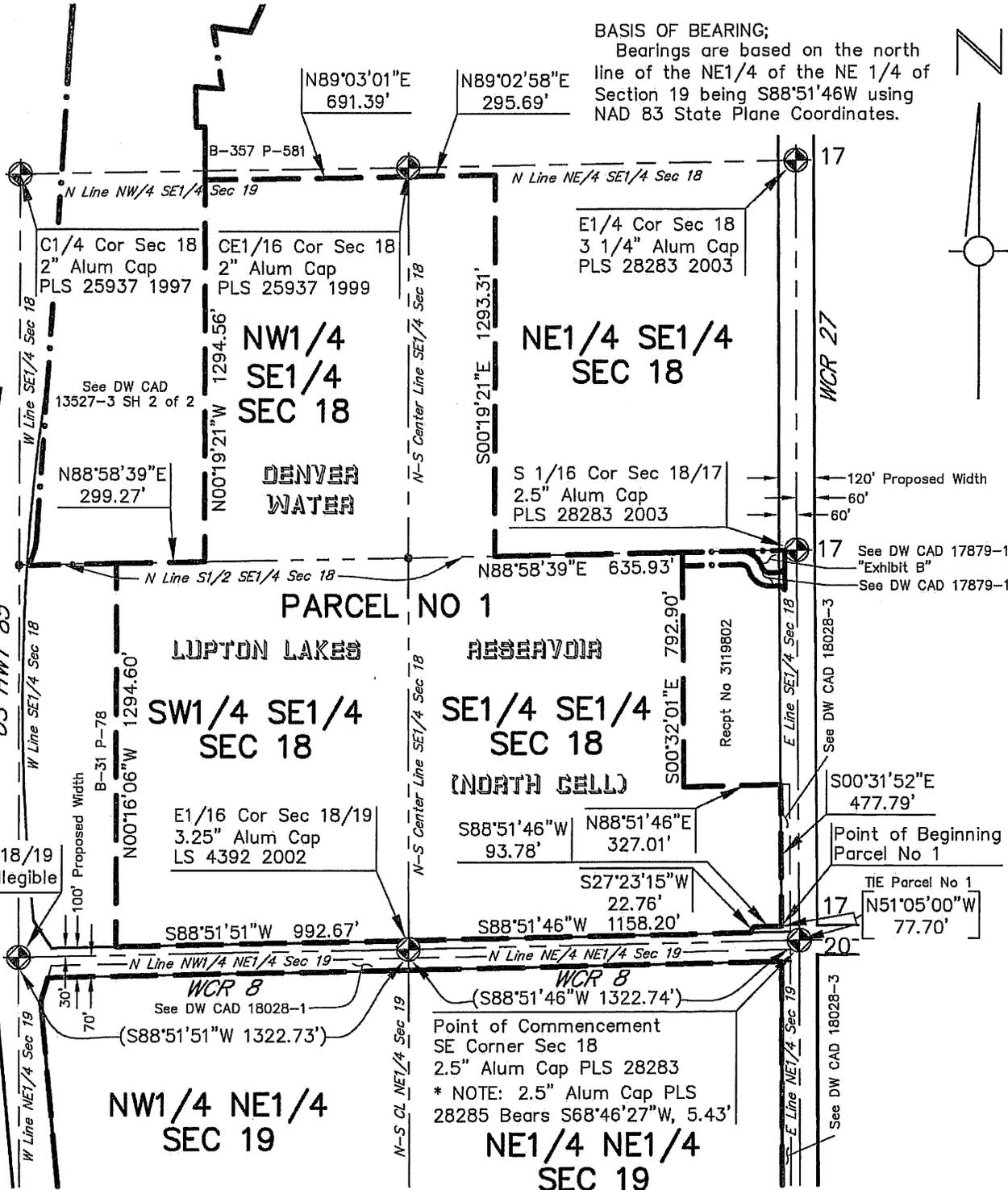
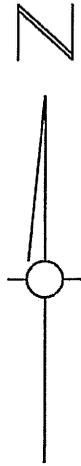


Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

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

----- WELD COUNTY -----

BASIS OF BEARING;
Bearings are based on the north line of the NE1/4 of the NE 1/4 of Section 19 being S88°51'46"W using NAD 83 State Plane Coordinates.



500' 0' 500' 1000'

Parcel Map Not P.L.S. Stamped or Certified SCALE IN FEET PARCEL NO 1 CONTAINS 90.140 ACRE± (3,926,493 SQ FT)

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

EXHIBIT "3" TO EXHIBIT "B"

Parcel No 1

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

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

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

Thence along said southerly right-of-way line S88°51'51"W a distance of 150.00 feet;

Thence N01°08'09"W a distance of 40.00 feet to the existing southerly right-of-way line of said County Road 8;

Thence along said existing southerly right-of-way line N88°51'51"E a distance of 150.00 feet;

Thence S01°08'09"E a distance of 40.00 feet to the POINT OF BEGINNING.

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

Parcel No 2

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

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

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

Thence N89°28'31"E a distance of 30.00 feet to the existing westerly right-of-way line of said County Road 27;

Thence along said existing westerly right-of-way line S00°31'29"E a distance of 150.00 feet;

Thence S89°28'31"W a distance of 30.00 feet to the proposed westerly right-of-way line of said County Road 27;

Thence along said proposed westerly right-of-way line N00°31'29"W a distance of 150.00 feet to the POINT OF BEGINNING.

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

Parcel No 3

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

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

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

Thence N89°49'18"E a distance of 30.00 feet to the existing westerly right-of-way line of said County Road 27;

Thence along said existing westerly right-of-way line S00°29'36"E a distance of 150.00 feet;

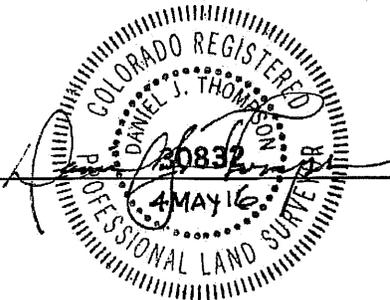
Thence S89°49'18"W a distance of 30.00 feet to the proposed westerly right-of-way line of said County Road 27;

Thence along said proposed westerly right-of-way line N00°29'36"W a distance of 150.00 feet to the POINT OF BEGINNING.

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

Propcom\WORD\LEGAL\2016\18028-4

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



Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

EXHIBIT "4" TO EXHIBIT "B"

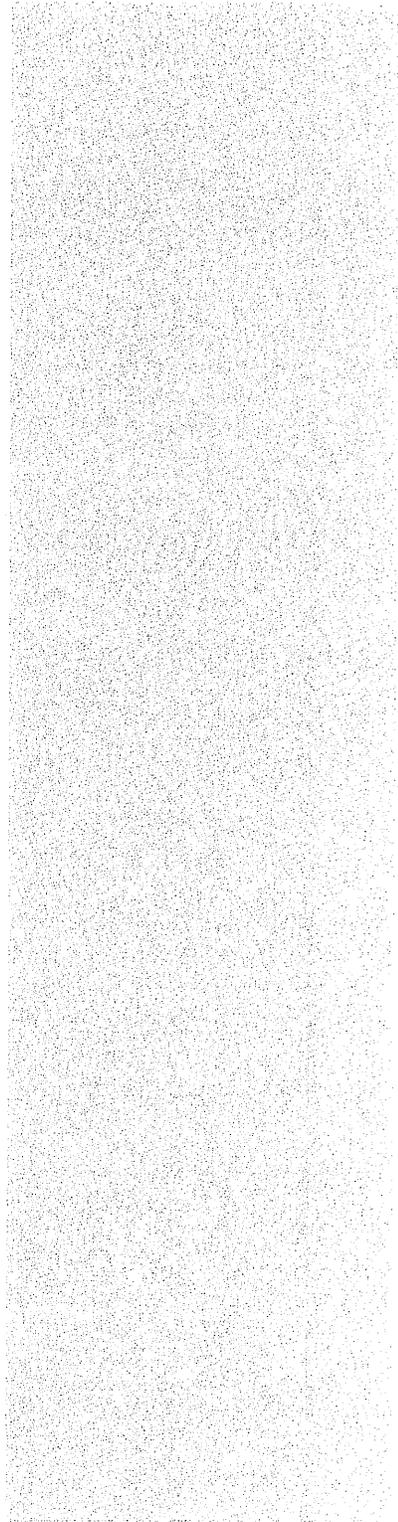
**EXCEPTED GRANTS, BARGAINS, SALES, LIENS, TAXES, ASSESSMENTS AND
ENCUMBRANCES**

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

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

EXHIBIT "B"

EXHIBIT "B"



WARRANTY DEED

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

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

RESERVING TO THE GRANTOR AND ITS SUCCESSORS AND ASSIGNS:

1. The non-exclusive and temporary right to enter, re-enter, occupy and use the Dedicated Property as may be necessary or convenient during various stages of development of the Grantor's adjacent property described and shown in the attached and incorporated Exhibit 2 ("Grantor's Property"), including during the mining activities, phased delivery of the completed gravel pits, reclamation, and construction of the water storage reservoir and associated water conveyance facilities on the Grantor's Property ("Reservoir"), which right shall automatically terminate upon commissioning of the Reservoir.
2. The permanent right to enter, re-enter, occupy and use the Dedicated Property in, through, over and across the areas designated in the attached and incorporated Exhibit 3 as permanent access locations. The Grantor may request and the Grantee shall grant any additional permanent access locations, so long as such access locations do not unreasonably interfere with the Grantee's use of the Dedicated Property.
3. The right to interconnect the south and north cells of the Reservoir at points along Weld County Road 8 between Weld County Road 27 and U.S. Highway 85, and to lay inlet-outlet works piping near the intersection of U.S. Highway 85 and Weld County Road 8 for water deliveries between the South Platte River and the Reservoir.
4. The right to conduct utility work within the Dedicated Property, including ~~but not limited to,~~ installation, maintenance, repair, or replacement of gas, electric, or cable lines, ~~and/or water pipelines~~ and all of their underground and surface appurtenances, including electric or other related control systems, vaults, manholes, ventilators, underground cables, wires and connections, provided that the Board first obtains all appropriate permits.
5. Any and all water and water rights associated with or appurtenant to the Dedicated Property, whether appropriative, prescriptive, or contractual, including without limitation surface water and tributary, non-tributary, not non-tributary groundwater, and all ditches and ditch rights, wells and well rights, springs and spring rights, reservoirs and reservoir rights, and all structures, related facilities used for diversion of such rights, headgates, measuring devices, permits, pumps, and pipelines.

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

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

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

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

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

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

Formatted: All caps

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

SIGNATURES FOLLOW ON THE NEXT PAGE

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

GRANTOR:

ATTEST:

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

By: _____
Secretary

By: _____
President

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

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

Grantee hereby accepts this Deed.

Dated: _____, 2016

GRANTEE:

ATTEST:

CITY OF FORT LUPTON

By: _____
Secretary

By: _____
Mayor

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

Witness my hand and official seal.

My commission expires: _____

Notary Public



WARRANTY DEED

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

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

RESERVING TO THE GRANTOR AND ITS SUCCESSORS AND ASSIGNS:

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES FOLLOW ON THE NEXT PAGE

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

GRANTOR:

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

ATTEST:

By: _____
Secretary

By: _____
President

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

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

Grantee hereby accepts this Deed.

Dated: _____, 2016

GRANTEE:

ATTEST:

CITY OF FORT LUPTON

By: _____
Secretary

By: _____
Mayor

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

CITY OF FORT LUPTON CITY COUNCIL



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 2016-089

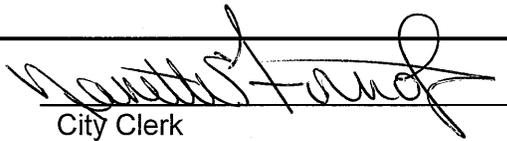
APPROVING RESOLUTION 2016Rxxx RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING JUNE 20, 2016 AND ENDING DECEMBER 31, 2017

- I. **Agenda Date:** Council Meeting – June 20, 2016
- II. **Attachments:**
- a. Resolution 2016Rxx
 - b. Advisory Committee Applications
- III. **Summary Statement:**

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

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

IV. **Submitted by:**


City Clerk

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

_____ Approved

_____ Pending Approval

VIII. **Certification of Council Approval:**

_____ City Clerk

_____ Date

IX. Detail of Issue/Request:

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

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

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

X. Legal/Political Considerations:

None noted.

XI. Alternatives/Options:

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

XII. Financial Considerations:

None noted.

XIII. Staff Recommendation:

Approve the proposed resolution

RESOLUTION 2016Rxxx

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

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

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

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

City of Fort Lupton, Colorado

Tommy Holton, Mayor

Attest:

Nanette S. Fornof, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"
Advisory Committee Appointments

| PUBLIC SAFETY COMMITTEE | | |
|--------------------------------|-----------------------|-----------------|
| <i>Name</i> | <i>Term</i> | <i>Position</i> |
| Steve Wolery | 06/20/2016-12/31/2017 | |

| ART IN PUBLIC PLACES | | |
|-----------------------------|-----------------------|-----------------|
| <i>Name</i> | <i>Term</i> | <i>Position</i> |
| Cailey Semroska | 06/20/2016-12/31/2017 | |



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

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

Date: 6/1/2016 City of Fort Lupton Resident? Yes [X] No []
Name: Steve Wolery Home Phone: 303-857-0123 do not use
Address: 911 cottonwood ct Cell Phone: 303-710-9492*
Fort Lupton CO 80621 Work Phone: 303-319-4553
Occupation: Application Developer Ball Aerospace e-mail: swolery@ball.com

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

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

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

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

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

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

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

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

Handwritten initials/signature: OK QED



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

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

Date: _____

City of Fort Lupton Resident? Yes

No

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

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

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

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

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

I have an art degree from UNC

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

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

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

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

**CITY OF FORT LUPTON
CITY COUNCIL**



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 2016-088

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

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

- II. **Attachments:**

- III. **Summary Statement:**

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

IV. **Submitted by:**

Sean Perino
Finance Director

V. **Finance Reviewed**

Sean Perino
Finance Director

VI. **Approved for Presentation:**

[Signature]
City Administrator

VII. **Attorney Reviewed**

_____ Approved _____ Pending Approval

VIII. **Certification of Council Approval:**

_____ City Clerk _____ Date

IX. Detail of Issue/Request:

The audit and management report have been presented as complete.

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

IX. Legal/Political Considerations:

None.

X. Alternatives/Options:

N/A

XI. Financial Considerations:

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

XII. Staff Recommendation:

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

**CITY OF FORT LUPTON
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 2016-090

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

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

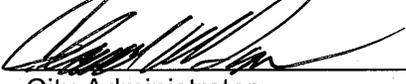
- II. **Attachments:**
 - a. Proposal Acklam dated June 10, 2016
 - b. 2013 Paving Projects Summary Estimate.

- III. **Summary Statement:**

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

- IV. **Submitted by:** 
Public Works Director

- V. **Finance Reviewed** 
Finance Director

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

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

| | | |
|--|------------|-------|
| VIII. <u>Certification of Council Approval:</u> | _____ | _____ |
| | City Clerk | Date |

IX. Detail of Issue/Request:

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

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

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

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

Accept proposal for \$30,250 for all areas

Accept proposal for all street improvement areas (items 2 – 5) for \$27,680

Reject proposal and wait for other surveyor's availability

XII. Financial Considerations:

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

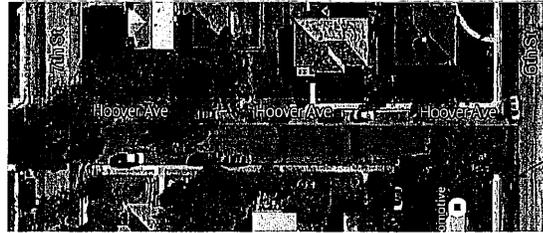
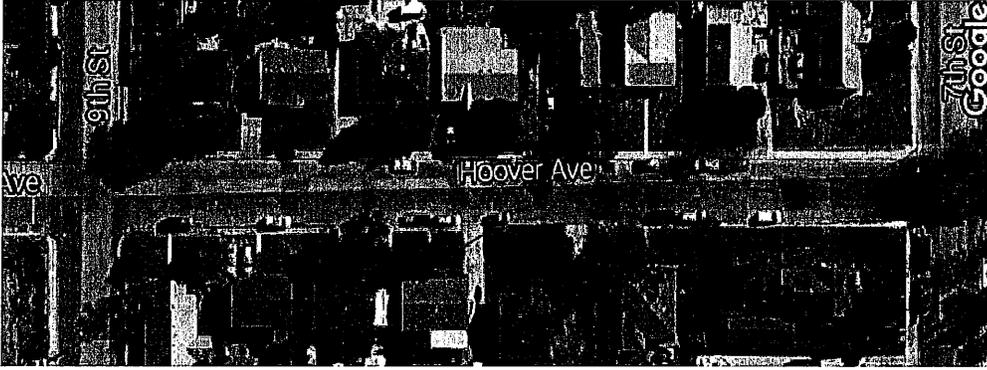
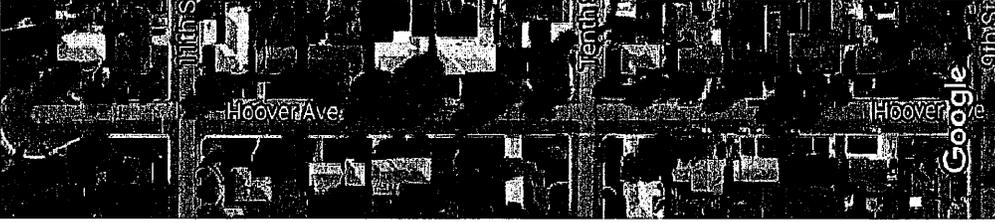
XIII. Staff Recommendation:

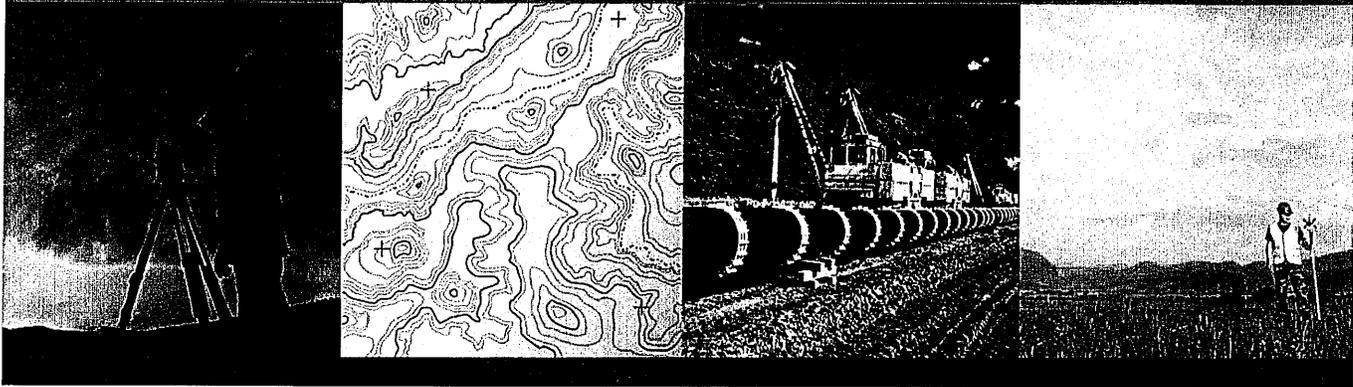
Approve contract with Acklam for not to exceed \$30,250. Allow City Engineer to proceed with design and project specifications to prepare for bid.

**Hoover Ave Reconstruction
9th St to 6th St**

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

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





June 10, 2016

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

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

Mr. Vestal,

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

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

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

Respectfully,

Handwritten signature of Curt Acklam.

Curt Acklam, President

Acklam, Inc.

195 Telluride St., Suite 7
Brighton CO, 80601

Land Surveying

303-659-6267

SCOPE OF SERVICES

RIGHT-OF-WAY SURVEYS

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

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

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

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

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

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

TOPOGRAPHIC SURVEY

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

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

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

Acklam will set temporary benchmarks at approximately 500 foot intervals.

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

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UTILITY LOCATION AND RESEARCH SERVICES

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

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

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

APPROACH TO SCOPE OF WORK

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

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

PROJECT DELIVERABLES FOR LAND SURVEYING SERVICES.

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

ADDITIONAL SERVICES

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

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Land Surveying

303-659-6267

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

- i) Participation in project meetings.
- ii) Work to replace missing PLSS Corners per state statutes.
- iii) PLSS Corner record point record preparation is not included and will be considered extra work billed at the agreed rates.
- iv) Title/Deed Research or procuring title research services.
- v) Surveying to confirm and determine the extent of and to assist the City of Fort Lupton in resolution of any boundary conflict or discrepancy found during the survey.
- vi) Obtaining affidavits from subject tract owners, adjoining owners, or past owners for information critical to determining the boundary location.
- vii) Surveying to support engineering design beyond the tasks outlined herein.
- viii) Replacement of existing monumentation which is disturbed during construction or the duration of the project.
- ix) GIS/Data Management services.

ESTIMATED FEE

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

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

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

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

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

TOTAL: \$34,245.00

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Land Surveying

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APPENDIX A - FEE SCHEDULE:

EFFECTIVE DATE: January 1, 2016

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

Acklam, Inc.

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Land Surveying

303-659-6267

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

| | |
|--------------------|--------------|
| ATV/UTV/Snowmobile | \$80 per day |
|--------------------|--------------|

Reimbursables;

| | |
|---------------|------------|
| Subcontractor | Cost + 10% |
|---------------|------------|

Taxes:

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

Per Diem:

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

PUBLIC WORKS AGREEMENT

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

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

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

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

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

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

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

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

Acklam, Inc.

195 Telluride St., Suite 7
Brighton CO, 80601

Land Surveying

303-659-6267

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

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

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

EXECUTED THIS 13 DAY OF June, 2016.

CITY OF FORT LUPTON, COLORADO

BY: _____
TITLE: _____

CONTRACTOR:



BY: **Curt Acklam**
TITLE: **President**

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

2016 Paving Projects

1. Topographic Surveys
 - a. Establish base line (with references) along existing roadway. Survey control shall be established on the State Plane Coordinate System.
 - b. Locate all structures, streets, driveways, storm drains, trees larger than 6 inches in diameter, and other features within 15 feet of ROW, including intersecting streets for the lengths designated for inclusion in the project, plus additional structures on parcels from which acquisition will be made.
 - c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
 - d. Set temporary bench marks at approximately 500 foot intervals.
 - e. All surveys shall be performed to a minimum of third order accuracy.

2. Right-of-Way Surveys
 - a. CITY will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
 - b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
 - c. Reference existing monuments for replacement after construction.
 - d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points.

3. Utility Surveys and Coordination
 - a. Request location and size of existing overhead and underground utilities from the utility companies.
 - b. Field locate known, marked and/or observable utilities within the project area.

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

Project Deliverables

- a. One copy of the Existing Conditions Plan and pdf file of the drawing.
- b. Electronic files: AutoCad files.

AREAS FOR SURVEY

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

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



CITY OF FORT LUPTON CITY COUNCIL



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

Tommy Holton, Mayor

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

AM 2016-091

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

- I. **Agenda Date:** Council Meeting – June 20, 2016
- II. **Attachments:** a. Blackboard Connect Contract
- III. **Summary Statement:**

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

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

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

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

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

| | |
|--|-------|
| VIII. <u>Certification of Council Approval:</u> _____ | _____ |
| City Clerk | Date |

IX. Detail of Issue/Request:

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

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

X. Legal/Political Considerations:

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

XI. Alternatives/Options:

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

XII. Financial Considerations:

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

XIII. Staff Recommendation:

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

Blackboard

T: 202.463.4860
F: 202.463.4863

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

February 25, 2016

Kenneth Poncelow
City of Fort Lupton
130 S. McKinley Avenue
Fort Lupton, Colorado 80621
kponcelow@fortlupton.org

RE: BLACKBOARD QUOTE# 10-221697_CPIIforHC (2/24/2016)
GSA Contract Number GS-35F-0554M

Company Information

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

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

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

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

To Whom It May Concern:

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

Services include:

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

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

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

Warmest Regards,

Tess Frazier
Vice President - Contracts
Blackboard Inc.

Quote Summary

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

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

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

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

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

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

Quote Details

Notes:

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

| |
|-------------------------------|
| Customer: City of Fort Lupton |
| Signature |
| Name (printed) |
| Title (printed) |
| Date |

| |
|---------------------------|
| Blackboard ("Blackboard") |
| Signature |
| TESS FRAZIER |
| Name (printed) |
| VICE PRESIDENT |
| Title (printed) |
| Date |

CITY OF FORT LUPTON CITY COUNCIL



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

Tommy Holton, Mayor

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

AM 2016-092

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

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

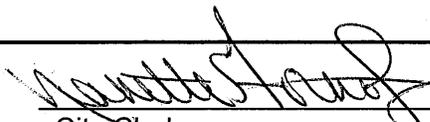
- II. **Attachments:**
 - a. Proposed Ordinance Eliminating the Limitations of Terms of Office for Mayor
 - b. Proposed Ordinance Eliminating the Limitations of Terms of Office for Councilmember

III. **Summary Statement:**

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

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

IV. **Submitted by:**



City Clerk

V. **Finance Reviewed**



Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Reviewed**

_____ Approved _____ Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

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

X. Legal/Political Considerations:

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

XI. Alternatives/Options:

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

XII. Financial Considerations:

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

XIII. Staff Recommendation:

Staff seeks direction from Council.

**ORDINANCE 2016-xxx
INTRODUCED BY: xxxx**

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

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

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

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

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

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

“Ballot Title

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

_____ YES

_____ NO”

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

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

CITY OF FORT LUPTON

Tommy Holton, Mayor

ATTEST:

Nanette S. Fornof, City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

ORDINANCE 2016-xxx
INTRODUCED BY: xxxxx

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

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

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

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

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

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

“Ballot Title

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

_____ YES

_____ NO”

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

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

CITY OF FORT LUPTON

Tommy Holton, Mayor

ATTEST:

Nanette S. Fornof, City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney



COME PAINT YOUR FUTURE WITH US

Mayor/Council

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

Phone: 303.857.6694
Fax: 303.857.0351

Upcoming Events

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