

PUBLIC WORKS DEPARTMENT MEMORANDUM
#05-2026

DATE: March 9, 2026

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*
Jason Loveland, Deputy City Manager *AL*

FROM: Sarah Borgers, Director of Public Works *SB*

SUBJECT: CR-54 – 2026 Agricultural Lease Agreement

PURPOSE

To consider CR-54, a resolution approving an Agricultural Lease Agreement with Matthew Hulstrom.

BACKGROUND

The City owns approximately 210 acres of agricultural land adjacent to the Wastewater Treatment Plant (WWTP) in Section 36 in Weld County. The City has historically leased the land to a private farmer to keep the property in active agricultural use, support soil health, and maintain the land in a condition compatible with the WWTP operations. The proposed Agricultural Lease Agreement with Matthew Hulstrom (the tenant) continues this arrangement through Dec. 31, 2026.

Under the agreement, the tenant will farm both irrigated and dryland acreage. The City would provide up to 200 acre-feet of irrigation water, and, in return, receive ten percent of the revenue from crops grown on that portion of the property. Revenue from dryland crops is retained entirely by the tenant. Because the tenant maintains the land, controls weeds, and performs all farming operations at their own expense, the City does not charge a traditional rental fee.

A central benefit of this lease is the City's continued ability to apply biosolids from the WWTP to the property as nutrient levels allow. Land application is a cost-effective and environmentally responsible method of biosolids disposal, returning nutrients to the soil and reducing the City's reliance on more expensive alternatives. To ensure compatibility with biosolids use, the City retains approval authority over all fertilizers and chemicals applied to the land. This protects soil conditions, maintains regulatory compliance, and ensures the property remains suitable for biosolids application.

Overall, the lease provides mutual benefit: the farmer gains productive agricultural land and access to irrigation water, while the City receives benefit through the property management and preservation of a cost-effective, environmentally sound method for biosolids management.

BUDGET/TIME IMPLICATIONS

This is a one-year lease of agricultural land that has minimal budget impact. The City does not collect traditional rent but receives ten percent of crop revenue on the irrigated acreage. The City provides water which is accounted for in existing water allocations and maintains the infrastructure to deliver that water. This maintenance cost is included in existing budgets.

STAFF RECOMMENDATION

Staff recommends the approval of CR-54..

CR-54 – 2026 Agricultural Lease Agreement
March 9, 2026
Page 2 of 2

STAFF REFERENCE

If Council members have any questions, please contact Sarah Borgers, Director of Public Works, at sborgers@northglenn.org or 303.450.4005.

CR-54 – Agricultural Lease Agreement

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-54
Series of 2026

Series of 2026

A RESOLUTION APPROVING AN AGRICULTURAL LEASE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND MATTHEW HULSTROM FOR THE USE OF APPROXIMATELY 210 ACRES OF CITY OWNED PROPERTY LOCATED ADJACENT TO THE NORTHGLENN WASTEWATER TREATMENT PLANT FOR AGRICULTURAL PURPOSES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agricultural Lease Agreement between the City of Northglenn and Matthew Hulstrom, attached hereto, for the use of approximately 210 acres of City-owned property located adjacent to the Northglenn Wastewater Treatment Plant for agricultural purposes, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2026.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGRICULTURE LEASE AGREEMENT

THIS AGRICULTURAL LEASE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2026 (the Effective Date") by and between the City of Northglenn, a Colorado home rule municipality with an address of 11701 Community Center Drive, Northglenn, Colorado (the "city"), and Matthew Hulstrom, with an address of 1050 W. 152 Avenue, Broomfield, Colorado ("Tenant") (each a "Party" and collectively the "Parties")

WHEREAS, the City is the owner of certain real property described as follows:

5445 Weld County Road 2, in the City of Northglenn, Colorado EXCEPTING that part devoted to the operations of the City of Northglenn Wastewater Treatment Plant, more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises"); and

WHEREAS, Tenant wishes to use the Premises for agricultural purposes and the City wishes to lease the Premises to Tenant for such purposes, as more particularly described in the Scope of Work.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period expiring on December 31, 2026.

2. Rent. Except for the income from crop production provided in paragraph 3, because Tenant's presence on and upkeep of the Premises is of value to the City, and based on Tenant's covenants contained herein, the City will not collect rent from Tenant under the Agreement.

3. Income from Crop Production. Income from crop production of the Premises shall be shared as follows:

a. Irrigated Land. Tenant shall provide to the City ten percent (10%) of the revenue for crops grown in the irrigated portion of the Premises, depicted and referred to in **Exhibit A** as the "Irrigated Field."

- The City will annually provide the tenant 200-acre feet (AF) of water for use in the irrigated field.
- The tenants exercise the right to use additional water beyond the City provided 200-acre feet at their own cost, using their own water source.

b. Dry Land. Tenant shall retain all revenue from crops grown in the non-irrigated portion of the Premises, depicted and referred to in **Exhibit A** as the "Dry Land."

c. Tenant shall maintain an accounting of all crop production income from the Premises which shall be accessible to the City at all reasonable times upon request.

4. Tenant Covenants. Tenant, in consideration for the leasing of the Premises, agrees as follows:

a. To keep and maintain the Premises in good condition and repair, at Tenant's own expense, and at the expiration of the Agreement, to surrender the Premises in as good a condition as when Tenant entered the Premises, loss by fire, inevitable accident and ordinary wear and tear excepted;

b. To comply with all federal, state and local laws and regulations applicable to the Premises, at Tenant's own expense, and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent properties;

c. To use the Premises solely for agricultural purposes and related maintenance operations; and

d. To conduct all operations on the Premises in accordance with standards of good agriculture in the area in which the Premises is located.

5. Tenant Duties. During the term of this Agreement, Tenant shall, among other things, at Tenant's own cost and expense:

a. Furnish all labor, necessary equipment and seeds to properly plant, cultivate, grow, and harvest on the Premises in a manner specified in this Agreement;

b. Pay all costs of fertilizer and herbicide used on the Premises. Use of all chemicals and fertilizers on the Premises is subject to prior approval by the City. The Parties hereby agree that pesticides shall be used on the Premises; and

c. Pay the cost of all water, power and soil tests, except that the City shall be responsible for any sprinkler maintenance in the Irrigated Field.

d. Maintain both the irrigated land and dry land, regardless of water supply, even if the lands remain idle (fallow).

6. Access. The City shall have access to the Premises to determine compliance with the terms of this Agreement during regular business hours.

7. Improvements. Tenant shall not construct any improvements on the Premises.

8. Insurance. Tenant shall maintain, with respect to the Premises, comprehensive liability insurance in an amount not less than one million, five hundred thousand dollars

(\$1,500,000) per occurrence and five hundred thousand dollars (\$500,000) per person, naming the City as an additional insured.

9. Assignment and Subletting. This Agreement shall not be assigned, nor shall Tenant enter into any sublease, without the prior written consent of the city.

10. Hazardous Materials. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Tenant, its agents or employees. If the presence of hazardous material on the Premises caused or permitted by Tenant results in contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises; provided that the City's approval of such actions shall first be obtained. As used herein, "hazardous material" means any hazardous or toxic substance, material or waste which is regulated at the time of its storage or use by the State of Colorado or the United States. The term includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under state law; (ii) asbestos; (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Waste Pollution Control Act (33 U.S.C. § 1321), as amended; (iv) defined as "hazardous waste" pursuant to Section 1004 of Federal Resource Conservation and Recovery Act (42 U.S.C. § 6903), as amended; (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environment Response, Compensation and Liability Act (42 U.S.C. § 9601), as amended; or (vi) defined as a regulated substance pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991), as amended.

11. Indemnification. Tenant shall indemnify, defend and hold harmless the City and its officials, employees, agents and representatives from any and all claims, cause of action, damages, penalties, fines, costs, attorney's fees, consultants' fees, liability or losses, sums paid in settlement or default in connection with Tenant's use of the Premises.

12. Notice. Any notice under the Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

14. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

15. Third Parties. There are no intended third-party beneficiaries to this Agreement.

16. Governmental Immunity. The City and its respective officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its respective officers, attorneys or employees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.


COLORADO

CITY OF NORTHGLENN,

By: _____
Meredith Leighty, Mayor

ATTEST:

Johanna Small, CMC, City Clerk



Matthew Hulstrom, Tenant

STATE OF COLORADO)
COUNTY OF Broomfield) ss.

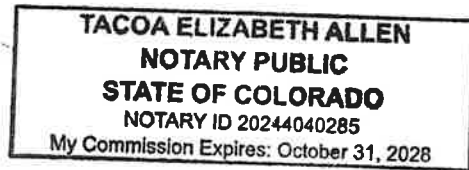
The foregoing instrument was subscribed, sworn to, and acknowledged before me on this 14th day of January, 2026 by Matthew Hulstrom.

My commission expires: 10/31/28

(SEAL)



Notary Public



SCOPE OF WORK

General

- Tenant will maintain property as a productive farm.
- All farming operation will be completed by tenant with two exceptions; (1) grain hauling and (2) fertilizer spreading which will be completed by a third party at tenant expense.
- Tenant will control weeds in farming area.

Crop Rotation

- Corn
- Wheat
- Millet
- Triticale

Chemicals, Fertilizers & Pesticides

- Prior to use, all chemicals or fertilizers to be used on City property will be first approved by Jason Hensel, Utilities Manager.
 - Fertilizer to be used is Micro-Essential SZ (www.microessentials.com).
 - No pesticides will be used.
- Tenant will maintain license with Environment Protect Agency (EPA) for “Restricted Chemical Use.”
- Tenant will fertilize correctly to keep soil in good health.

Monitoring

- Tenant will consistently monitor the property.
- Tenant will evaluate crop performance.
- Tenant will restrict soil erosion by implementing no-till and minimal-till farming systems.

Reporting

- Tenant will report all acreage and yields to the Farm Service Agency (FSA).
- Tenant will submit a completed soil report every three years to Jason Hensel, Utilities Manager. jhensel@northglenn.org

EXHIBIT A

AGRICULTURAL LEASE AGREEMENT MAP



Legend

Irrigated Land

112 acres

40.0040156, -104.947069

Dry Land (non-irrigated)

98 acres

40.0040158, -104.959484