



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, August 1, 2023
6:00 PM
130 South McKinley Avenue

Zo Hubbard, Mayor
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3
David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

Call to Order

Pledge of Allegiance

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 three (3) minutes - Mayor Hubbard

Approval of Agenda

Review of Accounts Payables

a. August 1, 2023 Accounts Payable

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/moved from the Consent Agenda.

- a. July 18, 2023 City Council Meeting Minutes**
- b. AM 2023-117 Approving a Resolution for a Supplemental Budget for the Period Between January – July 2023**
- c. AM 2023-118 Approving the Purchase of Water Meter Reading Equipment from Badger Meter for an Amount Not to Exceed \$15,886.89 from the Utility Enterprise Water Fund.**
- d. AM 2023-121 Approve the Mayor to Sign a Memorandum of Understanding with the Town of Hudson to Work Toward Common Interest IGA's and Projects.**
- e. AM 2023-122 Approve the Mayor to Sign a Letter of Support in Conjunction with Upper Front Range Transportation Planning Region (UFR TPR) to Support Keeping Our Community Membership and Representation in the UFR TPR as it is Currently Adopted**

Action Memorandum

- a. AM 2023-119 Approve Change Order Number 1 to Contract Agreement with Colorado Paving Inc. for Coyote Creek Golf Course Cart Path Project for an Amount Not to Exceed \$7,872.42 from the Golf Course Enterprise Fund**
- b. AM 2023-120 Approve Change Order Number 4 to Contract Agreement with Colorado Paving Inc. for College Ave./9th St. Repaving Project for an Amount Not to Exceed \$35,000.00 from the Street Sales Tax Fund**
- c. AM 2023-123 Approving a Resolution Approving the CarMax Auto Superstores Inc. Public Improvements Agreement of the CarMax Auto Superstores Final Plat.**

Staff Reports

Mayor/Council Reports

Future City Events

- a. August 4, 2023 Summer Concert Series - Trouble Bound, Fort Lupton Library, 425 Denver Ave. 6 p.m.

August 19-20, 2023 Fort Lupton Fall Festival, St. William Catholic Church, 1025 Fulton Ave. 11 a.m. - 7 p.m.

August 25, 2023 Summer Concert Series – Kelsie Jo & the Wildcards, Fort Lupton Library, 425 Denver Ave. 6 p.m.

August 30, 2023 Spaghetti Dinner, Fort Lupton Recreation Center, 203 S. Harrison Ave. 5 p.m. – 8 p.m.

Upcoming Meetings

- a. August 8, 2023 Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
August 15, 2023 City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
August 29, 2023 Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Check Report

By Check Number

City of Fort Lupton

Date Range: 07/19/2023 - 08/01/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000024	ACE HARDWARE OF FORT LUPTON	07/25/2023	Regular	0.00	184.03	86018
99855 /1	Invoice	07/19/2023	GOLF-FERTILIZER SPREADER, TIE DOWN-...	0.00	59.57	
99864 /1	Invoice	07/19/2023	GOLF-OIL, HEADGEAR-MAINT	0.00	78.98	
99869 /1	Invoice	07/19/2023	GOLF-HELMET SYSTEM-MAINT	0.00	8.00	
99882 /1	Invoice	07/19/2023	GOLF-SUPPLIES-MAINT	0.00	37.48	
000048	AIRGAS USA LLC	07/25/2023	Regular	0.00	18.61	86019
5500545918	Invoice	07/17/2023	GOLF-OXYGEN,ACETYLENE-MAINT	0.00	18.61	
000974	ALARM DETECTION SYSTEMS, INC.	07/25/2023	Regular	0.00	159.14	86020
870192-1079	Invoice	07/17/2023	GOLF-SECURITY MONITORING-PRO SHOP	0.00	159.14	
000160	BREAKTHRU BEVERAGE COLORADO	07/25/2023	Regular	0.00	1,138.89	86021
111219401	Invoice	07/20/2023	GOLF-LIQUOR	0.00	1,138.89	
002853	BUCKEYE CLEANING CENTER	07/25/2023	Regular	0.00	309.55	86022
90511807	Invoice	07/20/2023	GOLF-CLEANING SUPPLIES-PRO SHOP	0.00	271.30	
90512090	Invoice	07/20/2023	GOLF-CLEANING SUPPLIES-PRO SHOP	0.00	38.25	
000239	CITY OF FORT LUPTON	07/25/2023	Regular	0.00	56,316.15	86023
FIN2023533	Invoice	07/17/2023	GOLF-POSTAGE USED MAY23	0.00	51.85	
FIN2023535	Invoice	07/17/2023	GOLF-PAYROLL EXPENSE 6/10-6/23/23 PA...	0.00	55,556.29	
FIN2023545	Invoice	07/17/2023	GOLF-REIMBURSE CITY VERIZON 5/27-6/2...	0.00	205.80	
FIN2023547	Invoice	07/20/2023	GOLF-PAYROLL EXPENSE SPECIAL CHECK 6...	0.00	502.21	
000307	COMCAST CABLE COMM, LLC	07/25/2023	Regular	0.00	297.55	86024
0120790 JUL23	Invoice	07/17/2023	GOLF-INTERNET/PHONE JUL23-PRO SHOP	0.00	297.55	
000393	DISCOUNT PLUMBING SERVICES INC	07/25/2023	Regular	0.00	395.00	86025
0623-101	Invoice	07/17/2023	GOLF-URINAL SERVICE CALL-PRO SHOP	0.00	395.00	
002723	EAGLE ROCK COMPANY OF COLO	07/25/2023	Regular	0.00	679.02	86026
11500895	Invoice	07/20/2023	GOLF-LIQUOR	0.00	224.00	
11500897	Invoice	07/20/2023	GOLF-LIQUOR	0.00	237.72	
11519870	Invoice	07/20/2023	GOLF-LIQUOR	0.00	217.30	
000567	HIGH COUNTRY BEVERAGE CORP	07/25/2023	Regular	0.00	971.60	86027
W-6554050	Invoice	07/20/2023	GOLF-LIQUOR	0.00	971.60	
000636	JC GOLF ACCESSORIES	07/25/2023	Regular	0.00	45.69	86028
SI-189886	Invoice	07/17/2023	GOLF-AIRGUN KIT-PRO SHOP	0.00	45.69	
000735	LL JOHNSON DISTRIBUTING	07/25/2023	Regular	0.00	426.66	86029
1152032-00	Invoice	07/17/2023	GOLF-SUPPLIES-MAINT	0.00	216.27	
1906998-00	Invoice	07/17/2023	GOLF-FILTER-MAINT	0.00	210.39	
000768	MASEK GOLF CAR OF COLORADO	07/25/2023	Regular	0.00	412.35	86030
01-79603	Invoice	07/17/2023	GOLF-PARTS-PRO SHOP	0.00	412.35	
000859	NORTHWEST PARKWAY LLC	07/25/2023	Regular	0.00	9.50	86031
13576335	Invoice	07/17/2023	GOLF-TOLL PICK UP IRRIGATION SUPPLIES	0.00	9.50	
000931	R & L TIRES	07/25/2023	Regular	0.00	26.00	86032
49299	Invoice	07/19/2023	GOLF-TIRE REPAIR-MAINT	0.00	26.00	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC	07/25/2023	Regular	0.00	369.25	86033
7122314	Invoice	07/17/2023	GOLF-LIQUOR-PRO SHOP	0.00	156.80	

Check Report

Date Range: 07/19/2023 - 08/01/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
713085	Invoice	07/17/2023	GOLF-LIQUOR	0.00	212.45	
000999	SHAMROCK FOODS COMPANY	07/25/2023	Regular	0.00	1,086.69	86034
28492361	Invoice	07/20/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,086.69	
000246	SRIXON/CLEVELAND GOLF/XX10	07/25/2023	Regular	0.00	7.92	86035
245995	Credit Memo	05/24/2023	GOLF-CREDIT-PRO SHOP	0.00	-892.08	
7451692 SO	Invoice	05/24/2023	GOLF-LOGOS-PRO SHOP	0.00	450.00	
7566420 SO	Invoice	07/19/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	450.00	
001052	SWIRE COCA-COLA, USA	07/25/2023	Regular	0.00	132.80	86036
36585578013	Invoice	07/17/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	132.80	
001153	VALLEY FIRE EXTINGUISHER	07/25/2023	Regular	0.00	90.00	86037
156912	Invoice	07/17/2023	GOLF-FIRE EXTINGUISHER MAINTENANCE...	0.00	90.00	
001963	WASTE CONNECTIONS OF COLO, INC	07/25/2023	Regular	0.00	581.57	86038
7141361V311	Invoice	07/19/2023	GOLF-AUG23 TRASH SERVICE-PRO SHOP	0.00	353.94	
7141362V311	Invoice	07/19/2023	GOLF-AUG23 TRASH SERVICE-MAINT	0.00	227.63	
001207	WESTERN DISTRIBUTING INC	07/25/2023	Regular	0.00	335.60	86039
754479	Invoice	07/20/2023	GOLF-LIQUOR	0.00	335.60	
001225	YAMAHA MOTOR CORP	07/25/2023	Regular	0.00	10,798.08	86040
811961	Invoice	07/17/2023	GOLF-GOLF CART LEASE-PRO SHOP	0.00	10,798.08	
000028	ACUSHNET COMPANY	08/01/2023	Regular	0.00	1,540.45	86041
916124759	Invoice	07/27/2023	GOLF-MERCHANDISE	0.00	1,540.45	
000044	AGFINITY INC	08/01/2023	Regular	0.00	4,906.43	86042
I72107	Invoice	07/26/2023	GOLF-ETHANOL-MAINT	0.00	3,662.13	
I72108	Invoice	07/26/2023	GOLF-FIELDMASTER-MAINT	0.00	1,244.30	
002723	EAGLE ROCK COMPANY OF COLO	08/01/2023	Regular	0.00	1,113.38	86043
11528836	Invoice	07/27/2023	GOLF-LIQUOR	0.00	502.80	
11528837	Invoice	07/27/2023	GOLF-LIQUOR	0.00	356.58	
11552541	Invoice	07/27/2023	GOLF-LIQUOR	0.00	254.00	
001766	ERIKS NORTH AMERICA INC	08/01/2023	Regular	0.00	10.58	86044
BN068023	Invoice	07/27/2023	GOLF-SUPPLIES-MAINT	0.00	10.58	
000567	HIGH COUNTRY BEVERAGE CORP	08/01/2023	Regular	0.00	1,780.00	86045
W-6556602	Invoice	07/27/2023	GOLF-LIQUOR	0.00	1,673.40	
W-6561157	Invoice	07/27/2023	GOLF-LIQUOR	0.00	106.60	
003120	HUDSON LOCKERS, INC	08/01/2023	Regular	0.00	280.00	86046
316	Invoice	07/27/2023	GOLF-MERCHANDISE-PRO SHSOP	0.00	280.00	
000735	LL JOHNSON DISTRIBUTING	08/01/2023	Regular	0.00	123.37	86047
1908195-00	Invoice	07/27/2023	GOLF-FUEL FILTER-MAINT	0.00	123.37	
000768	MASEK GOLF CAR OF COLORADO	08/01/2023	Regular	0.00	11,586.00	86048
01-81357	Invoice	07/25/2023	GC - Yamaha Utility Cart - Golf	0.00	11,586.00	
000865	OFFICE DEPOT	08/01/2023	Regular	0.00	115.88	86049
319257874001	Invoice	07/25/2023	GOLF-THERMAL PAPER-PRO SHOP	0.00	115.88	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC	08/01/2023	Regular	0.00	396.80	86050
713904	Invoice	07/27/2023	GOLF-LIQUOR	0.00	156.80	
7139046	Invoice	07/27/2023	GOLF-LIQUOR	0.00	240.00	
000999	SHAMROCK FOODS COMPANY	08/01/2023	Regular	0.00	5,663.07	86051
28513253	Invoice	07/27/2023	GOLF-MERCHANDISE	0.00	3,491.58	
28525908	Invoice	07/27/2023	GOLF-MERCHANDISE	0.00	1,058.89	
28535702	Invoice	07/27/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,112.60	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
003184	STIRLINI COFFEE COMPANY	08/01/2023	Regular	0.00	288.00	86052
100074-1	Invoice	07/24/2023	GOLF-COFFEE/REISSUE PAYMENT CK 8591...	0.00	288.00	
001052	SWIRE COCA-COLA, USA	08/01/2023	Regular	0.00	356.80	86053
36699439008	Invoice	07/27/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	356.80	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	36	0.00	102,952.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	57	36	0.00	102,952.41

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
001301	AAA AUTO PARTS INC	07/25/2023	Regular	0.00	235.65	100734
171916	Invoice	07/19/2023	GF-SLYDE KING CAMO-STREETS	0.00	38.99	
171956	Invoice	07/19/2023	GF/UF-HOSES-STREETS/W LINES	0.00	205.90	
171966	Credit Memo	07/19/2023	GF/UF-HOSES-STREETS/W LINES-CREDIT	0.00	-74.05	
175887	Invoice	07/17/2023	GF-AUTO PARTS-PARKS	0.00	26.78	
175966	Invoice	07/17/2023	GF-AUTO PARTS-PARKS	0.00	38.03	
000034	ADT SECURITY SYSTEM	07/25/2023	Regular	0.00	145.42	100735
50576495 AUG23	Invoice	07/17/2023	REC-SECURITY MONITORING	0.00	145.42	
003196	AMAZE HEALTH	07/25/2023	Regular	0.00	1,680.00	100736
INV-0750	Invoice	07/17/2023	GF-JUN23 USER FEE-MISC	0.00	1,680.00	
002941	AMERITAS LIFE INSURANCE CORP	07/25/2023	Regular	0.00	8,063.68	100737
010-57637-01 D...	Invoice	08/01/2023	GF-DENTAL INS FOR AUGUST-HR	0.00	7,094.12	
010-57637-02 VIS...	Invoice	08/01/2023	GF-VISION INS FOR AUGUST-HR	0.00	931.28	
010-57637-98 D...	Invoice	08/01/2023	GF-COBRA DENTAL INS FOR AUGUST-HR	0.00	33.28	
010-57637-99 VIS...	Invoice	08/01/2023	GF-COBRA VISION INS FOR AUGUST-HR	0.00	5.00	
002228	BEMAS CONSTRUCTION INC	07/25/2023	Regular	0.00	1,495.20	100738
071923	Invoice	07/19/2023	UF-HYD METER DEP REFUND (FIN2023546)..	0.00	1,495.20	
003341	CARLA BARRON	07/25/2023	Regular	0.00	165.00	100739
2007258.001	Invoice	07/20/2023	REC-C.BARRON SWIM LESSON REFUND	0.00	165.00	
000211	CH2M	07/25/2023	Regular	0.00	47,594.25	100740
D3410907-03	Invoice	07/17/2023	UF- Expansion Project Design -WTP	0.00	47,594.25	
000232	CIRSA	07/25/2023	Regular	0.00	1,000.00	100741
231586	Invoice	07/19/2023	GF-HAIL DAMAGE DEDUCTIBLE-MISC	0.00	1,000.00	
002651	COLORADO COMMUNITY MEDIA	07/25/2023	Regular	0.00	203.46	100742
90953	Invoice	07/17/2023	GF-LEGAL NOTICE-CITY CL	0.00	203.46	
000306	COMCAST BUSINESS	07/25/2023	Regular	0.00	2,210.50	100743
176804742	Invoice	07/20/2023	GF-JUL23 INTERNET SERVICE	0.00	2,210.50	
003123	COMMUNITY CORRECTIONS CSP INC	07/25/2023	Regular	0.00	180.00	100744
071823	Invoice	07/20/2023	GF-I.GONZALES FEE E0028052-COURT	0.00	180.00	
001303	HOPE AT MIRACLE HOUSE	07/25/2023	Regular	0.00	1,180.50	100745
071923	Invoice	07/19/2023	GF-NET PROCEEDS FROM BEER GARDEN 7...	0.00	1,180.50	
000588	ID EDGE INC	07/25/2023	Regular	0.00	316.80	100746
100412	Invoice	07/17/2023	REC-INK FOR CARD PRINTER	0.00	316.80	
003342	JENNA BRUNS	07/25/2023	Regular	0.00	65.00	100747
2007259.001	Invoice	07/20/2023	REC-PARK SHELTER RENTAL REFUND	0.00	65.00	
003347	KING CHEVROLET BUICK GMC	07/25/2023	Regular	0.00	1,080.40	100748
060623	Invoice	07/20/2023	GF-AUTO REPAIR-PD	0.00	1,080.40	
000691	KONE INC	07/25/2023	Regular	0.00	140.80	100749
871087396	Invoice	07/17/2023	REC-ELEVATOR MAINTENANCE	0.00	140.80	
000698	L.G. EVERIST, INC	07/25/2023	Regular	0.00	336.72	100750
648787	Invoice	07/19/2023	UF-SQUEEGEE-W LINES	0.00	336.72	
003340	MY GUY HEATING AND AIR	07/25/2023	Regular	0.00	4,679.00	100751
3072	Invoice	07/17/2023	UF-AC REPAIR-WWTP	0.00	4,679.00	
000847	NORMAN'S MEMORIALS INC.	07/25/2023	Regular	0.00	120.00	100752
072023	Invoice	07/20/2023	CEM-L.SMITH INSCRIPTION	0.00	120.00	
000865	OFFICE DEPOT	07/25/2023	Regular	0.00	156.58	100753

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
319872789001	Invoice	07/17/2023	GF-FOLDERS-ADMIN	0.00	114.98	
319879739001	Invoice	07/17/2023	GF-POST-IT,TAPE,MARKER,SCISSORS-ADM...	0.00	41.60	
000862	O'REILLY AUTO PARTS	07/25/2023	Regular	0.00	19.99	100754
4489-462701	Invoice	07/19/2023	UF-SUNSHADE-W LINES	0.00	19.99	
000896	PETTY CASH-FINANCE	07/25/2023	Regular	0.00	268.25	100755
071923	Invoice	07/19/2023	GF-JUL23 REIMBURSE POP FUND	0.00	268.25	
000932	R & M SERVICES	07/25/2023	Regular	0.00	490.31	100756
10748	Invoice	07/20/2023	GF-AUTO PARTS-PD	0.00	207.63	
10749	Invoice	07/20/2023	GF-AUTO PARTS-PD	0.00	65.00	
10750	Invoice	07/20/2023	GF-AUTO PARTS-PD	0.00	15.00	
10751	Invoice	07/20/2023	GF-AUTO PARTS-PD	0.00	10.00	
10752	Invoice	07/20/2023	GF-AUTO PARTS-PD	0.00	92.62	
10753	Invoice	07/20/2023	GF-AUTO PARTS-PD	0.00	80.13	
10754	Invoice	07/20/2023	GF-AUTO PARTS-PD	0.00	19.93	
003348	SALT LAKE WHOLESALE SPORTS	07/25/2023	Regular	0.00	1,038.96	100757
90099	Invoice	07/20/2023	GF-GUNS-PD	0.00	1,038.96	
001020	SOUTH PLATTE VALLEY HISTORICAL SOCIETY	07/25/2023	Regular	0.00	85.00	100758
071223	Invoice	07/17/2023	REC-7/7/23 FIELD TRIP	0.00	85.00	
001101	TODD HODGES DESIGN, LLC	07/25/2023	Regular	0.00	10,033.75	100759
3531	Invoice	07/17/2023	GF-PLANNING SRVCS 7/3-16-PLANNING	0.00	10,033.75	
001105	TOSHIBA FINANCIAL SERVICES	07/25/2023	Regular	0.00	2,471.50	100760
505907519	Invoice	08/01/2023	Copier Lease	0.00	2,471.50	
001126	TYLER TECHNOLOGIES	07/25/2023	Regular	0.00	401.50	100761
025-429382	Invoice	07/17/2023	GF-INSITE FEES-COURT	0.00	347.50	
025-429862	Invoice	07/17/2023	GF-TEXT NOTIFY SRVS-COURT	0.00	54.00	
001137	UNITED POWER	07/25/2023	Regular	0.00	295.66	100762
10213507 JUL23	Invoice	07/19/2023	GF-1200 DEXTER ELECTRIC-FAC	0.00	295.66	
001798	UNITED STATES TREASURY	07/25/2023	Regular	0.00	267.00	100763
2022 FORM 720	Invoice	07/19/2023	GF-2022 PCORI FEES-ADMIN	0.00	267.00	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	07/25/2023	Regular	0.00	98,286.55	100764
259030542110	Invoice	07/19/2023	GF-AUG23 HEALTH INS-HR	0.00	98,656.88	
751137421389	Credit Memo	07/19/2023	GF-WELLNESS CREDIT-HR	0.00	-370.33	
001153	VALLEY FIRE EXTINGUISHER	07/25/2023	Regular	0.00	215.00	100765
156673	Invoice	07/20/2023	CPR-HOOD INSPECTION-COMM CTR	0.00	215.00	
002132	VECTOR DISEASE CONTROL	07/25/2023	Regular	0.00	3,301.20	100766
PI-A00012740	Invoice	07/17/2023	GF-Mosquito Management - PW	0.00	3,301.20	
001963	WASTE CONNECTIONS OF COLO, INC	07/25/2023	Regular	0.00	333.50	100767
7141913V311	Invoice	07/19/2023	GF-AUG23 TRASH SERVICE-PARKS	0.00	187.12	
7142336V311	Invoice	07/19/2023	CEM-AUG23 TRASH SERVICE	0.00	146.38	
003177	CLEAN CUT FENCING	07/21/2023	Regular	0.00	1,863.00	100768
071923	Invoice	07/21/2023	GF-CITY HALL PATIO FENCE DEPOSIT-MISC	0.00	1,863.00	
003343	WILDLIFE INC	07/21/2023	Regular	0.00	3,962.00	100769
3209	Invoice	07/21/2023	Professional Bat Control / Removal	0.00	3,962.00	
000040	AFLAC	08/01/2023	Regular	0.00	3,081.30	100770
525914	Invoice	07/26/2023	GF-JUL23 SUPP INS-HR	0.00	3,081.30	
001293	AMAZON.COM	08/01/2023	Regular	0.00	408.17	100771
1LK-M-TFHR-4QN6	Invoice	07/26/2023	GF/UF-SUPPLIES	0.00	408.17	

Check Report

Date Range: 07/19/2023 - 08/01/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002835	BRANDING BY BRE	08/01/2023	Regular	0.00	3,100.00	100772
1202	Invoice	07/27/2023	GF-AUG23 SOCIAL MEDIA MANAGEMENT-...	0.00	3,100.00	
002853	BUCKEYE CLEANING CENTER	08/01/2023	Regular	0.00	1,821.49	100773
90516661	Invoice	07/27/2023	GF-CLEANING SUPPLIES-FAC	0.00	1,821.49	
000239	CITY OF FORT LUPTON	08/01/2023	Regular	0.00	100.00	100774
072123	Invoice	07/24/2023	GF-SPAGETTI DINNER COMM EVENT PERM...	0.00	100.00	
000267	COLONIAL LIFE	08/01/2023	Regular	0.00	105.96	100775
78168200801376	Invoice	08/01/2023	GF-SUPP INS FOR AUG-HR	0.00	105.96	
000307	COMCAST CABLE COMM, LLC	08/01/2023	Regular	0.00	220.10	100776
0164533 AUG23	Invoice	07/27/2023	GF-AUG23 CABLE/INTERNET-PW	0.00	220.10	
003123	COMMUNITY CORRECTIONS CSP INC	08/01/2023	Regular	0.00	180.00	100777
072023	Invoice	07/24/2023	GF-M.LEAL #E0024529-COURT	0.00	180.00	
000436	ENVIROTECH SERVICES, INC	08/01/2023	Regular	0.00	3,404.31	100778
CD202318494	Invoice	07/26/2023	GF-ICE SLICER-STREETS	0.00	3,404.31	
003300	FILMTEC CORPORATION	08/01/2023	Regular	0.00	47,500.00	100779
951184545	Invoice	07/26/2023	UF - PRIMARY LOGIC CONTROLLER REPLA...	0.00	47,500.00	
003349	GLYDE SOLAR	08/01/2023	Regular	0.00	567.00	100780
071923	Invoice	07/24/2023	GF-USE TAX/BLDG PERMIT/PLAN REVIEW ...	0.00	567.00	
001851	IMA, INC	08/01/2023	Regular	0.00	12,912.05	100781
241498	Invoice	07/26/2023	UF-RENEWAL FLOOD-ADMIN	0.00	7,853.75	
241503	Invoice	07/26/2023	UF-RENEWAL FLOOD COMMERCIAL-ADMIN	0.00	5,058.30	
003350	JUDY ANN GUTIERREZ	08/01/2023	Regular	0.00	68.43	100782
072023	Invoice	07/24/2023	GF-RESTITUTION J.GUTIERREZ-COURT	0.00	68.43	
000745	LOUIS A GRESH	08/01/2023	Regular	0.00	1,600.00	100783
072523	Invoice	07/25/2023	GF-ARRAIGNMENT DOCKET-COURT	0.00	1,600.00	
000865	OFFICE DEPOT	08/01/2023	Regular	0.00	408.76	100784
319817282001	Invoice	07/24/2023	GF-OFFICE SUPPLIES	0.00	408.76	
003150	REDI SERVICES, LLC	08/01/2023	Regular	0.00	2,510.00	100785
0000025987	Invoice	07/27/2023	GF-PORTABLE TOILETS-PARKS	0.00	400.00	
0000025988	Invoice	07/27/2023	GF-PORTABLE TOILETS-PARKS	0.00	200.00	
0000025989	Invoice	07/24/2023	GF-PORTABLE TOILET SERVICE-STREETS	0.00	200.00	
0000025990	Invoice	07/27/2023	CPR-PORTABLE TOILETS-COM CTR	0.00	1,310.00	
0000025991	Invoice	07/27/2023	GF-PORTABLE TOILETS-PARKS	0.00	200.00	
0000025992	Invoice	07/27/2023	GF-PORTABLE TOILETS-PARKS	0.00	200.00	
000956	ROCKY MOUNTAIN LOW VOLTAGE	08/01/2023	Regular	0.00	135.00	100786
20230887	Invoice	07/27/2023	REC-ELEVATOR MONITORING	0.00	135.00	
001040	STERICYCLE	08/01/2023	Regular	0.00	30.00	100787
8004262308	Invoice	07/24/2023	GF-RECYCLE SERVICE-CITY CL	0.00	30.00	
003297	SWEET PEA CLEANING, LLC	08/01/2023	Regular	0.00	1,360.00	100788
7918	Invoice	07/27/2023	REC-CLEANING LOCKER ROOMS	0.00	1,360.00	
001105	TOSHIBA FINANCIAL SERVICES	08/01/2023	Regular	0.00	283.52	100789
506716331	Invoice	07/27/2023	GF-BSMT COPIER LEASE-IT	0.00	283.52	
001120	TRUDILIGENCE LLC	08/01/2023	Regular	0.00	334.29	100790
52557	Invoice	07/25/2023	GF-BACKGROUND CHECKS-HR	0.00	334.29	
003343	WILDLIFE INC	08/01/2023	Regular	0.00	175.00	100791
3199	Invoice	07/27/2023	REC-BAT EVALUATION	0.00	175.00	

Check Report

Date Range: 07/19/2023 - 08/01/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001224	XCEL ENERGY-GAS	08/01/2023	Regular	0.00	145.63	100792
837614627	Invoice	07/25/2023	GF-CITY HALL, GENERATOR, PLANNING GA...	0.00	145.63	
000119	BANK OF COLORADO	07/28/2023	Bank Draft	0.00	6,536.44	DFT0002208
INV0001416	Invoice	07/28/2023	HSA DISTRIBUTION	0.00	6,536.44	
000119	BANK OF COLORADO	07/28/2023	Bank Draft	0.00	790.83	DFT0002209
INV0001417	Invoice	07/28/2023	HSA DISTRIBUTION	0.00	790.83	
001416	VALIC_1	07/28/2023	Bank Draft	0.00	42,833.60	DFT0002210
INV0001418	Invoice	07/28/2023	VALIC - 457(b) \$ Contributions	0.00	42,833.60	
001265	IRS	07/28/2023	Bank Draft	0.00	78,869.14	DFT0002211
INV0001419	Invoice	07/28/2023	Federal Withholding	0.00	78,869.14	
001418	CO DEPARTMENT OF REVENUE	07/28/2023	Bank Draft	0.00	13,939.00	DFT0002212
INV0001420	Invoice	07/28/2023	CO Withholding	0.00	13,939.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	82	59	0.00	274,833.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	142,969.01
EFT's	0	0	0.00	0.00
	87	64	0.00	417,802.15

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	139	95	0.00	377,785.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	142,969.01
EFT's	0	0	0.00	0.00
	144	100	0.00	520,754.56

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	7/2023	412,142.79
999	POOLED CASH/CONSOLIDATED CASH	8/2023	108,611.77
			520,754.56

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 18, 2023**

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Wednesday, July 18, 2023. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Chris Ceretto, Carlos Barron, Claud Hanes, Bruce Fitzgerald, and Valerie Blackston. Councilmember David Crespín was absent.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus, Planning Director, Todd Hodges, Chief of Police, John Fryar and Finance Director, Leann Perino.

PERSONS TO ADDRESS COUNCIL

Brian Blehm, Key Account Advisor with United Power presented the City of Fort Lupton with a check of \$12,772.91, as part of their 2023 capital credit.

APPROVAL OF AGENDA

It was moved by Bruce Fitzgerald and seconded by Claud Hanes to approve the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the July 18, 2023, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Carlos Barron and seconded by Valerie Blackston to approve the Consent Agenda as presented with the following items:

- July 5, 2023 City Council Meeting Minutes
- Approving Submittal of a Grant with the US Department of Justice for School Resource Officers and Authorizing the Mayor's Signature on the Application (AM 2023-113)
- Accept the USDA Rural Development Loan of \$21,163,000 for the construction of the Metro Force Main and Lift Station (AM 2023-114)

**RECORD OF PROCEEDINGS
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- Authorize the Mayor to Execute an Agreement to Lease 150-Acre Feet Equivalent Colorado Big Thompson ("CBT") Water Units to Platte River Power Authority ("PRPA") (AM 2023-115)

Motion passed unanimously on roll call vote.

PUBLIC HEARINGS

AM 2023-110 Seeking Consideration by the Fort Lupton City Council Acting as the Local Licensing Authority for an Application Submitted by Everyday Stores LLC dba Everyday 5722 for a Fermented Malt Beverage and Wine License at 104 Denver Ave.

Mayor Hubbard opened the public hearing at 6:05 p.m.

City Clerk, Mari Peña, provided an overview of the application. She stated Everyday Stores LLC dba Everyday 5722 is applying for a Fermented Malt Beverage and Wine License. The applicant, Harban S. Lali, Attorney Erika Kaiser, and Carol Johnson with Liquor Pros were all in attendance remotely. City Attorney, Andy Ausmus, advised them about connected meetings in which they agreed to proceed with the hearing. The application is under concurrent review which means the Colorado Department of Revenue, Liquor Enforcement Division, will review the application while it is under review with the City. All fees have been paid by the applicant. All notifications have been met. New Fermented Malt Beverage and Wine licenses shall not be located within 500 feet of a retail liquor store license. Everyday 5722 is not located within 500 feet of a retail liquor store. Liquor Pros was hired by the applicant to obtain signatures from residents to produce evidence supporting the "needs and desires" of the neighborhood.

Carol Johnson, with Liquor Pros LLC presented the results of the petition. She was sworn in by City Attorney, Andy Ausmus. They conducted a total of 267 knocks on doors and obtained 91 signatures. 152 doors did not answer, 12 individuals were ineligible, and 12 people declined to sign the petition. Of the 91 signatures obtained, 84 were in favor and 7 were in opposition. With a total of 92% in favor.

Attorney Erika Kaiser, called upon the applicant, Harban S. Lali, to answer a few questions regarding his business. He was sworn in by City Attorney, Andy Ausmus. Ms. Kaiser asked Mr. Lali if he provides responsible vendor liquor training to his employees, in which he stated he does. He also stated his business has a no tolerance policy for anyone who sells alcohol to minors. He indicated that the store has an ID scanner in which the cashier has to scan the ID to ensure sales to persons under 21 years of age does not occur.

City Attorney, Andy Ausmus, questioned Mr. Lali, asking if out of the 16 stores he owns, that have a liquor license, if he has ever had a liquor license suspended, revoked, or had to surrendered a license. Mr. Lali responded stating yes. Attorney Erica Kaiser, read a list of stores

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that have had their liquor license suspended due to violations. Attorney Kaiser read the following violations and suspensions into the record:

Everyday Store, 17840 Cottonwood Drive, Parker, CO had the following violations:

Sale of alcohol to a minor on July 12, 2005, received a warning.

Sale of alcohol to a minor on June 1, 2007, active suspension for 5 days and 5 days in abeyance.

Sale of alcohol to a minor on May 31, 2008, active suspension for 10 days and 20 days in abeyance for 2 years.

Sale of alcohol to a minor on November 18, 2011, active suspension for 7 days; none in Abeyance.

Everyday Store, 10610 Longs Way, Parker, CO had the following violations:

Sale of alcohol to a minor on May 3 1, 2008, received a warning.

Sale of alcohol to a minor on November 18, 2011, active suspension for 3 days; 4 days held in abeyance for one year.

Sale of alcohol to a minor on February 22, 2014, active suspension for 5 days; 10 days held in abeyance for one year. Fine in lieu of suspension was granted.

Sale of alcohol to a minor on December 11, 2019, active suspension for 14 days; all paid by fine in lieu of suspension.

Everyday Store, 7990 N. Federal Blvd, Westminster, CO had a sale of alcohol to minor violation in June 2016, 5 days held in abeyance and 5 days fine in lieu of suspension.

Everyday Store, 1275 13th St., Boulder, CO had the following violations:

Sale to minor in 2015, 22 days suspended with 8 served and 14 days in abeyance.

Sale to minor in 2016, 44 days suspension, all served.

Everyday Store 5710, Greeley, Colorado: Sale to minor in 2015, 10 days suspended with 3 served and 7 days in abeyance.

Everyday Store, 799 E. College Dr., Durango, CO had a sale to minor on September 10, 2015, 10 days suspended with 5 served and 5 days held in abeyance.

Everyday Store 5709, Garden City, Colorado had a sale to minor in July 2018, 10 days suspended with 5 days served and 5 days held in abeyance.

Everyday Store 5705, 4595 Pecos St., Denver, CO had a sale to minor on January 29, 2021 and sale to minor on December 16, 2022, 5-day suspension.

Mr. Lali stated the employees that sold to minors were fired. Councilmember Chris Ceretto, mentioned the last violation he had was in December 2022. He asked when the POS system to scan ID's went into effect. Mr. Lali stated they installed the POS systems in March 2023. Mayor

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Hubbard, asked Mr. Lali if he has an age requirement for his staff members. He responded stating his employees must be at least 21 years of age.

Mayor Hubbard asked if anyone from the public wished to speak for or against the application.

City Attorney, Andy Ausmus asked if they've had a full and fair opportunity to provide any and all evidence to Council at this virtual hearing. Attorney Erica Kaiser responded, yes.

There was no further discussion and no one from the public wished to speak. Mayor Hubbard closed the public hearing at 6:26 p.m.

It was moved by Carlos Barron and seconded by Chris Ceretto approving the application submitted by Everyday Store LLC dba Everyday 5722 for a Fermented Malt Beverage and Wine License at 104 Denver Ave. The motion failed on roll call vote with 3 yes votes and 3 no votes with Mayor Hubbard, Councilmember Valerie Blackston and Councilmember Claud Hanes voting no.

ACTION MEMORANDUM

AM 2023-111 Accept the Audited 2022 Annual Comprehensive Financial Report (ACFR)

CliftonLarsonAllen LLC has completed their review of the year ended December 31, 2022 financial statements and have issued their report. The ACFR is available on the City's website www.FortLuptonCO.gov.

Audited Financial Statements are required to be filed with the State of Colorado Auditor every year by July 31st every year. The statements are also filed with the Multiple Securities Rule Making Board (MSRB) every year by June 30th to keep us in compliance with the continuing discloser requirements of our bonds. The statements were filed with all agencies on June 29, 2023.

Paul Niedermuller, representing CliftonLarsonAllen, LLC provided the Council with a brief report of his findings.

It was moved by Bruce Fitzgerald and seconded by Carlos Barron to Accept the Audited 2022 Annual Comprehensive Financial Report (ACFR). Motion passed unanimously on roll call vote.

AM 2023-112 Accepting a Bid Proposal from Adolfson & Peterson Construction to Serve as General Manager/General Contractor for the Community Center Park Renovation Project for an Amount not to Exceed \$1,634,251.00 Allocated from the Park Recreation Fund and Other Various Grants and Funds

On February 8, 2023, a sub-committee of the Ad Hoc Committee interviewed the top three

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firms for the Recreation Center expansion. While all three firms were viewed as qualified, Adolfson & Peterson (“AP”) really stood out due to the quality of their project team that would work on our Recreation Center, experience with multiple recreation centers with identical recreational components, and local/regional experience in the north front range area. Adolfson & Peterson Construction was selected by the Ad Hoc Committee in February 2023 to be the General Manager / General Contractor for the new Recreation Center expansion. With the timing of the Recreation Center expansion and the park renovation it made sense to ask for a proposal from Adolfson & Peterson. Both projects will be under construction at the same time.

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to Accept a Bid Proposal from Adolfson & Peterson Construction to Serve as General Manager/General Contractor for the Community Center Park Renovation Project for an Amount not to Exceed \$1,634,251.00 Allocated from the Park Recreation Fund and Other Various Grants and Funds. Subject to legal approval. Motion passed unanimously on roll call vote.

AM 2023-116 Approval of Payment to Cross Line Construction in the Amount not to Exceed \$596,000.00 with a Contingency Fund, for Renovation of the Police Department Basement Project Phases 1 and 2

Cross Line Construction was chosen after no response to an RFP process. This project will demolish the existing basement configuration. In Phase 1; build an Evidence storage area and office, an investigations office and interview room, and both a men’s and women’s locker rooms. This new configuration includes improvements in the electric and HVAC systems along with the locker systems for both the locker rooms and the evidence transfer areas. There will also be data line construction and basement door lock system upgrades. The construction of a median wall in the existing police storage room to accommodate other city department storage will also be constructed. In Phase 2; the new training/meeting area, a second bathroom and breakroom area will be constructed. The initial structure for the City’s Emergency Operations Center will be constructed in the training/meeting room area.

It was moved by Carlos Barron and seconded by Valerie Blackston to Approve Payment to Cross Line Construction in the Amount not to Exceed \$596,000.00 with a Contingency Fund, for Renovation of the Police Department Basement Project Phases 1 and 2. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2023-002 Alcohol Beverage Festival Permit Application Received from Canas Enterprises, Inc. dba Patricia’s Mexican Restaurant for 217 1st St. for September 9, 2023

On July 13, 2023, Canas Enterprises, Inc. dba Patricia’s Mexican Restaurant (Patricia’s)

**RECORD OF PROCEEDINGS
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submitted a Festival Permit application for September 9, 2023. Patricia's currently holds a Tavern license.

Festival permit applications must be filed with the state licensing authority. The applicant must:

- (I) Specify the licensed premises for the first of the festivals to be held;
- (II) File the application at least thirty calendar days before the festival is to be held; and
- (III) Include a fifty-dollar processing fee for the first festival with the application filed with the state licensing authority.

The City does not currently have a festival permit process. Therefore, the licensee is not required to apply for a local permit.

If a festival permittee notifies the state licensing authority and the appropriate local licensing authority of the location of and dates of each festival at least thirty business days before holding the festival, the permittee may hold up to, but no more than, nine festivals during the twelve months after the festival permit is issued. Beginning January 1, 2024, a permittee may hold up to nine festivals during each calendar year.

A licensee may participate in up to fifty-two festivals each calendar year, including up to nine festivals held under a festival permit issued to the licensee

The state licensing authority may deny a festival permit or supplemental application for any of the following reasons:

- (a) A documented history of violations of article 3, Title 44 C.R.S. or rules issued under this by any participating licensee;
- (b) The filing of an incomplete or late application; or
- (c) A finding that the application, if granted, would result in violations of this article 3 or rules issued under this article 3, Title 44 C.R.S. or violations of the laws of a local government.

STAFF

Mari Peña, City Clerk, reported that Juan Arellano, Communications Specialist has been putting out information on Fort Lupton's social media accounts and has done a great job. She also mentioned that the call for nominations is on the City's social media accounts. She also stated that she received a letter from the Weld County Clerk and Recorder notifying her of the

termination of the intergovernmental agreement between the City of Fort Lupton and Weld County for the 24-hour ballot box that is currently at the Recreation Center. She mentioned that they may be moving the ballot box to Aims Community College due to pending legislature that is coming up.

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John Fryer, Chief of Police, stated he will be out of the office for several weeks due to undergoing surgery. In the interim, Lieutenant Carnes will be filling in while he is out.

MAYOR/COUNCIL REPORTS

Carlos Barron, Councilmember, reported he will be gone next week as he will be traveling to Mexico.

FUTURE CITY EVENTS

July 23, 2023	Benefit Car Show for Eric Thorpe, Patricia's Sports Bar
July 28, 2023	Movie in the Park, Hosted by Mt. Calvary Lutheran Church Koshio Park, & S. McKinley Ave. 8:30 p.m.
August 1, 2023	National Night Out Koshio Park, 1st St. and S. McKinley Ave. 5:00 – 8:00 p.m.
August 4, 2023	Summer Concert Series - Trouble Bound Fort Lupton Library, 425 Denver Ave. 6 p.m.
August 25, 2023	Summer Concert Series – Kelsie Jo & the Wildcards Fort Lupton Library, 425 Denver Ave. 6 p.m.

UPCOMING MEETINGS

July 25, 2023	Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6 p.m.
August 1, 2023	City Council Meeting, City Hall, 130 S. McKinley Ave. 6 p.m.
August 8, 2023	Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6 p.m.
August 15, 2023	City Council Meeting, City Hall, 130 S. McKinley Ave. 6 p.m.

Mayor Hubbard called for a recess at 6:54 p.m. The meeting reconvened at 7:01 p.m.

EXECUTIVE SESSION

It was moved by Carlos Barron and seconded by Valerie Blackston to move to Executive Session at 7:04 p.m. "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)." Intergovernmental Agreements. Motion passed unanimously on voice vote. The following moved into Executive Session: Mayor Hubbard, Mayor Pro-Tem, Chris Cerretto, Councilmembers Bruce Fitzgerald, Valerie Blackston, Claud Hanes, and Carlos Barron, City

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FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
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Attorney, Andy Ausmus, City Administrator, Chris Cross, and Finance Director, Leanne Perino.

The Executive Session ended at 7:27 p.m. and the regular meeting reconvened at 7:27 p.m.

It was moved by Bruce Fitzgerald and seconded by Carlos Barron to move to the second Executive Session at 7:30 p.m. "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)." Potential Negotiations Pertaining to Economic Development. Motion passed unanimously on voice vote. The following moved into Executive Session: Mayor Hubbard, Mayor Pro-Tem Chris Cerretto, Councilmembers Bruce Fitzgerald, Valerie Blackston, Claud Hanes, and Carlos Barron, City Attorney, Andy Ausmus, City Administrator, Chris Cross, Finance Director, Leanne Perino, Planning Director, Todd Hodges, Economic Development Manager, Michelle Magelssen and Public Works Director, Roy Vestal.

The Executive Session ended at 8:03 p.m. and the regular meeting reconvened at 8:03 p.m.

ADJOURNMENT

The meeting adjourned at 8:04 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Approving a Resolution for a Supplemental Budget for the Period Between January – July 2023

SUMMARY STATEMENT/BACKGROUND DISCUSSION

There were several action memoranda presented to council in 2023 of unbudgeted items.

<u>Fund</u>	<u>Revenue</u>	<u>Expense</u>	<u>Inter Fund Transfer</u>	<u>Intra Fund Transfers</u>
General Fund	\$ 6,466,120	(\$1,663,069)	(\$5,417,358)	83,000
CPR	-	(114,901)	(2,000,000)	0
Conservation Trust	-	(195,070)	-	0
Utility Fund-Waste Water	-	(1,048,540)	-	0
Recreation Center	-	(2,545,433)	2,000,000	12,167,096
Golf Course	-	(5,664,384)	5,417,358	0
Total	\$ 6,466,120	(\$11,231,397)	-	\$12,250,096

The Intra fund transfer in the general fund moves budget from line item to line item within the engineering department budget. The intra fund transfer in the recreation center moves the construction budget to a new department within the recreation center fund to better track construction expenses. Both transfers have a net effect on the budget of \$0.00.

The Department of Local Affairs also requires a Supplemental Schedule for the Issuance of Certificates of Participation.

FINANCIAL CONSIDERATIONS

A supplemental budget resolution is required to appropriate funds authorized by council during the year.

LEGAL/POLITICAL CONSIDERATIONS

C.R.S. 29-1-109 governs budgeting for municipal governments and requires supplemental budgets be approved for expenditures that are unbudgeted.

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the supplemental budget resolutions

Attachments: a. Supplemental Budget Resolution
b. Supplemental Schedule for the Issuance of Certificates of Participation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2023RXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON APPROPRIATING NET EXPENDITURES OF \$4,765,276 IN VARIOUS FUNDS FOR THE 2023 BUDGET.

WHEREAS, the City of Fort Lupton duly appropriated funding for all Funds in 2023 for all cash outlay from these funds; and

WHEREAS, certain funds are needed to cover expense that were unknown at the time of the budget adoption; and

WHEREAS, funds will be received that were unknown at the time of the budget adoption; and

WHEREAS, the City of Fort Lupton has determined that the appropriation of these items serve a valid public purpose for the benefit of the entire community;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AS FOLLOWS:

Section 1

REVENUE: That the following sources are available for appropriation in the stated amounts:

REVENUES

General Fund	\$ 6,466,120
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Section 2

APPROPRIATION: That out of current and probable sources of the City of Fort Lupton, Colorado, for and during the year beginning the first day of January, 2023, there is hereby appropriated the following sums of money or that portion necessary for the purposes herein named:

EXPENSES

General Fund	\$ 1,663,069
Culture Parks and Recreation Sales Tax Fund	114,901
Conservation Trust Fund	195,070
Utility Enterprise Fund – Waste Water	1,048,540
Recreation Center Enterprise Fund	2,545,433
Golf Course Enterprise Fund	5,664,384
Total Increase in Expenditures	<u>\$ 11,231,397</u>

Section 3

RESERVES: That the Budget appropriation herein summarized above does reflect uses exceeding sources. The variance is funded through use of Reserves in each fund listed:

RESERVES

Culture Parks and Recreation Sales Tax Fund	\$ 114,901
Conservation Trust Fund	195,070
Utility Enterprise Fund – Waste Water	1,048,540
Recreation Center Enterprise Fund	2,545,433
Golf Course Enterprise Fund	5,664,384
Total Decrease in Reserves	\$ 9,568,328

Section 4

TRANSFERS:

- 1) There is a need to transfer budgeted and appropriated moneys from the General Fund to the Golf Course Enterprise Fund to refund the outstanding principal and interest on the Series 1996 golf course bonds; and

That the sum of \$5,376,597 is hereby transferred from the General Fund to the Golf Course Enterprise Fund.

- 2) Costs of construction for the recreation center expansion project will exceed the amount of proceeds from the series 2023 bond sale, there is a need to transfer budgeted and appropriated moneys from the Culture Parks and Recreation Sales Tax Fund to the Recreation Center Enterprise Fund;

That the sum of \$2,000,000 is hereby transferred from the Culture Parks and Recreation Sales Tax Fund to the Recreation Center Enterprise Fund.

Section 5

The City Council hereby finds, determines and declares that this Resolution is necessary for the immediate preservation of the public peace, health and safety, and that it serves a valid public purpose.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 1ST DAY OF AUGUST 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**FINANCED PURCHASE OF AN ASSET OR CERTIFICATE OF
PARTICIPATION SUPPLEMENTAL SCHEDULE TO THE
ADOPTED BUDGET**

(Pursuant to 29-1-103(3)(d), C.R.S)

Budget Year 2023

The supplemental Schedule must present information separately for all financed purchases of an asset or certificate of participation agreement involving real property and non-real property.

**I. ALL FINANCED PURCHASES OF AN ASSET OR CERTIFICATE OF
PARTICIPATION AGREEMENTS INVOLVING REAL PROPERTY:**

Description of Agreement(s):

1.Site Lease Agreement between the City and UMB Bank assigning interest in the City Hall site and buildings located thereon to UMB Bank.
2. Lease Purchase Agreement between UMB Bank and the City – UMB leased the City Hall site and building back to the City for a specified term

Date of Agreement(s): June 29, 2023

	<u>Year</u>	<u>Amount</u>
Total amount to be expended for all Agreements involving Real Property in Budget Year:	2023	\$275,561.11
Total maximum payment liability for all Agreements involving Real Property over the entire term of all such agreements, including all optional renewal terms:	2023-2033	\$6,658,811.11

**II. ALL FINANCED PURCHASE OF AN ASSET OR CERTIFICATE OF PARTICIPATION
AGREEMENTS NOT INVOLVING REAL PROPERTY:**

Description of Agreement(s):

--

Date of Agreement(s): _____

	<u>Year</u>	<u>Amount</u>
Total amount to be expended for all Agreements involving Non-Real Property in Budget Year:		
Total maximum payment liability for all Agreements involving Non-Real Property over the entire term of all such agreements, including all optional renewal terms:		



SUBJECT FOR DISCUSSION

Approving the Purchase of Water Meter Reading Equipment from Badger Meter for an Amount Not to Exceed \$15,886.89 from the Utility Enterprise Water Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

We have aging water meter reading equipment used to read the old meters. Until all these meters are replaced we need to have equipment to read them monthly. The old Toughbook and accessories are no longer supported by Badger and replacement accessories are difficult to find.

FINANCIAL CONSIDERATIONS

The Windy Gap Assessment was below the budgeted amount by \$75,993. Funds can be re-allocated to purchase the equipment.

LEGAL/POLITICAL CONSIDERATIONS

The ability to read meters accurately is a requirement of C.R.S.

ALTERNATIVES/OPTIONS

Do not purchase meter reading equipment.

STAFF RECOMMENDATIONS

Approve the purchase of the new meter reading equipment

Attachments: a. Badger Meter Proposal

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

Created Date 07-05-2023**Customer ID** 00050812

To
CITY OF FORT LUPTON
130 S MCKINLEY
FORT LUPTON
Colorado 80621

Effective Dates 07-05-2023 - 01-03-2024

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
005472 DOMINICK FENTON	Proposal_3513645_07-10-2023	PREPAY/NO CHARGE FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 104-9933 Cat String: MB-PL-XM-XX Description: Mobile Data Collect, Panasonic CF-33, ORION ME Mobile Trans Kit,	1	15,618.89	15,618.89
2	BMI Part No.: 68477-004 Description: ME MAGNETIC MOUNT BASE & ANTENNA ASSEMBLY	1	268.00	268.00

Subtotal - USD	15,886.89
Estimated Freight Charges	0.00
Total Price - USD	15,886.89

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

If you would like to place an order, please contact us at Utilitymke@badgermeter.com or by calling 1-800-876-3837 Option 1.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>



SUBJECT FOR DISCUSSION

Approve the Mayor to Sign a Memorandum of Understanding (MOU) with the Town of Hudson to Work Toward Common Interest IGA's and Projects.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The purpose of this MOU between Hudson and Fort Lupton is to codify possible joint investments and collaborative efforts to secure both municipal parties' future water supplies.

This document will help staff work together to pursue joint interest as has been done in the past with our Fort Lupton-Hudson Water Treatment Plant. Our communities intend to jointly evaluate water rights and capacity opportunities at the Fort Lupton-Hudson Water Treatment Plant, as well as other public utility projects that provide safe, reliable, environmentally responsible and financially sustainable wholesale energy and services that would benefit the parties' respective communities.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The City Attorney has read and approved the MOU.

ALTERNATIVES/OPTIONS

Choose to not sign the MOU
Sign a different MOU

STAFF RECOMMENDATIONS

Staff recommends signing the MOU.

Attachments: a. Memorandum of Understanding

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

MEMORANDUM OF UNDERSTANDING

1. **Parties.** This Memorandum of Understanding (“MOU”) is made on the ____ day of August, 2023 between the Town of Hudson, Colorado (“Hudson”) and the City of Fort Lupton, Colorado (“Fort Lupton”).

2. **Agreement.** The purpose of this MOU between Hudson and Fort Lupton is to codify possible joint investments and collaborative efforts to secure both municipal parties’ future water supplies.

3. **Terms.**

- a. In order to balance the water supply needs for growing populations, mitigate the risks of a scarce water supply while also diversifying both municipal parties’ water portfolios, Hudson and Fort Lupton desire to purchase water rights for municipal purposes, including growth and development in accordance with each jurisdiction’s adopted Comprehensive Plan.
- b. Hudson and Fort Lupton share water treatment facilities as part of the Northern Water Conservation District’s Southern Water Supply Pipeline. These shared investments are highly valued by both municipalities. As part of each jurisdiction’s water enterprises, there is a continued need for intentional and strategic investments to be made to ensure adequate future water supply and storage capacities.
- c. As a result of these shared interests, Hudson and Fort Lupton mutually agree to effectively work together to evaluate and or pursue possible projects jointly where practical. The parties hereto intend to jointly evaluate water rights and capacity opportunities at the Fort Lupton-Hudson Water Treatment Plant, as well as other public utility projects that provide safe, reliable, environmentally responsible and financially sustainable services that would benefit the parties’ respective communities.

4. **Termination.** The parties intend that this MOU shall not be effective until it has been fully executed and approved by the governing bodies of Fort Lupton and Hudson. This MOU will remain in effect unless terminated by either party with 180 days written notice to the other. In the event written notice of intent to terminate is given by either party, any joint opportunities being pursued or collaborated on by the parties at the time the notice to terminate is tendered shall be unaffected by said notice to terminate.

TOWN OF HUDSON
Acting by and through its Water Utilities Enterprise

DATE

Attest:

Town Clerk

CITY OF FORT LUPTON
Acting by and through its Water Utilities Enterprise

DATE

Attest:

City Clerk



SUBJECT FOR DISCUSSION

Approve the Mayor to Sign a Letter of Support in Conjunction with Upper Front Range Transportation Planning Region (UFR TPR) to Support Keeping Our Community Membership and Representation in the UFR TPR as it is Currently Adopted.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

HB 23-1101: The Ozone Season Transit Grant Program Flexibility bill. This bill requires CDOT to analyze the consistency of the regional planning process across the state and prepare a study to be submitted to the Transportation Commission of Colorado on or before November 30, 2023. The study can include recommendations for adjustments or improvements to the administration and boundaries of the state's 15 TPRs.

The City is a part of the UFR TPR and works through that group to get needed projects in our area completed on road system. If boundaries change we could be moved out of this group and into other Denver Metro area groups that don't line up as well with our current representation.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

No Legal Concerns

ALTERNATIVES/OPTIONS

Choose to not send a letter of support
Send a different letter of support

STAFF RECOMMENDATIONS

Staff recommends sending the letter of support.

Attachments: a. Letter of Support

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Mayor Zo Hubbard
130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

July 28, 2023

RE: HB 23-1101 CDOT Study - UFR TPR Letter of Support

Dear Transportation Commission:

The City of Fort Lupton is writing in support of keeping our community membership and representation in the Upper Front Range Transportation Planning Region (UFR TPR) as it is currently adopted. Our community participates in the regional transportation planning partnership and does not believe CDOT needs to modify its current boundaries or representation.

As part of the study, CDOT staff is tasked with studying the consistency and transparency of the regional planning process to ensure transportation priorities are accurately and equitably represented in our rural TPR. It is with great confidence that the City of Fort Lupton can say the UFR TPR is well organized and managed and does an excellent job of rotating the quarterly meetings in three different counties to ensure all parties have equitable input in partnership opportunities with CDOT on regional projects. Due to the size of the TPR, hybrid meetings are an option providing each agency the ability to attend and contribute, including CDOT staff, due to the rescheduling of STAC meetings being on the same day as our quarterly meetings.

Also, be assured our TPR Chair and Vice Chair supports our communities and fairly represents our interests at STAC and any other appointed committees.

We request full and fair consideration of our input into this effort. If you have any questions, please do not hesitate to contact me.

Sincerely,

Zo Hubbard
Mayor



SUBJECT FOR DISCUSSION

Approve Change Order Number 1 to Contract Agreement with Colorado Paving Inc. for Coyote Creek Golf Course Cart Path Project for an Amount Not to Exceed \$7,872.42 from the Golf Course Enterprise Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The current contract agreement with Colorado Paving Inc. was executed March 21, 2023 and was awarded \$300,000.00 to cover extending the length of paths of the overall project as bid.

Change Order No. 1 is required to compensate the contractor for additional quantities directed to be constructed. Additional soft subgrade was discovered from what was estimated. Original estimate was based on assumption of 25% of the length being required to be removed and replaced with stable material.

Project is complete.

FINANCIAL CONSIDERATIONS

The 2023 budget included \$300,000 for cart path replacement.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve the change order
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends approving the Change Order No. 1 with Colorado Paving Inc. for the Coyote Creek Golf Course Cart Path Project for an amount not to exceed \$7,872.42 from the Golf Course Enterprise Fund.

Attachments:

- a. Change Order No 1 - Colorado Paving Inc.
- b. Project Summary

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

City of Fort Lupton, Colorado
Public Works Department

Change Order

No. 1

Date of Issuance: **August 1, 2023**

Effective Date: **June 1, 2023**

Project: **Coyote Creek Golf
Course Cart Path Repaving**

Owner: **City of Fort Lupton**

Owner's Contract No.: **FTL202302**

Contractor: **Colorado Paving, Inc.**

Date of Contract: **March 21, 2023**

The Contract Documents are modified as follows upon execution of this Change Order:

Revised final quantities

Attachments (list documents supporting change): Revised Quantities Final Pay Application

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price:

Original Contract ☐ Working ☒ Calendar

Substantial completion (days or date): **05/15/2023**

Ready for final payment (days or date): **05/29/2023**

\$ **300,000.00**

Increase from previously approved Change
Orders No. _____ to No. _____:

[Increase] [Decrease] from previously approved Change
Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

\$ **0.00**

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

Substantial completion or date: _____

Ready for final payment or date: _____

\$ **300,000.00**

Increase of this Change Order:

Increase of this Change Order:

Substantial completion days: **0** _____

Ready for final payment date: _____

\$ **7,872.41**

Contract Price incorporating this Change

Contract Times with all approved Change Orders:

Substantial completion (days or date): **05/15/2023**

Ready for final payment (days or date): **05/29/2023**

\$ **307,872.41**

RECOMMENDED:

AUTHORIZED:

ACCEPTED:



By: _____

By: _____

Engineer (Authorized)

Owner (Authorized)

Contractor (Authorized)

Date: _____

Date: _____

Date: _____

College Ave/9th St Repaving Project



Coyote Creek Golf Course Cart Path Repaving

Pay Application

8/2/2023

Colorado Paving, Inc.
15210 Edna Drive
Brighton, CO 80603

Invoice #

2023-002

Budget/Contract							This Period		Previous		Total to Date		Remaining	
Payment Item No.	Specification Reference	Description	Payment Unit	Qty	Rate	Amount in Numbers	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Project Total						\$ 300,000.00		\$ 13,002.67		\$ 294,869.75		\$ 307,872.42		\$ (7,872.42)
Division 100 - General Provisions														
1	TS 16-101	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -	1	\$ 5,000.00	1	\$ 5,000.00	0	\$ -
Subtotal, Division 100						\$ 5,000.00		\$ -		\$ 5,000.00		\$ 5,000.00		\$ -
Division 200 - Earthwork, Erosion Control, And														
2	TS 16-201	Remove Existing Pavement	SF	41,400	\$ 0.73	\$ 30,222.00	1,044	\$ 762.12	50,620	\$ 36,952.60	51,664	\$ 37,714.72	-10,264	\$ (7,492.72)
3	TS 16-202	Unclassified Excavation of Unsuitable Existing Soils	CY	1,150	\$ 18.45	\$ 21,217.50	-86	\$ (1,586.70)	1,587	\$ 29,280.15	1,501	\$ 27,693.45	-351	\$ (6,475.95)
4	TS 16-202	Subgrade Preparation	SY	4,600	\$ 1.75	\$ 8,050.00	116	\$ 203.00	5,624	\$ 9,842.00	5,740	\$ 10,045.00	-1,140	\$ (1,995.00)
Subtotal, Division 200						\$ 59,489.50		\$ (621.58)		\$ 76,074.75		\$ 75,453.17		\$ (15,963.67)
Division 300 - Aggregate Base Courses														
5	TS 16-301	Furnish and Place Aggregate Base Course, (Class 6, Recycle Asphalt millings, or recycled concrete)	CY	1,150	\$ 20.50	\$ 23,575.00		\$ -	1,587	\$ 32,533.50	1,587	\$ 32,533.50	-437	\$ (8,958.50)
Subtotal, Division 300						\$ 23,575.00		\$ -		\$ 32,533.50		\$ 32,533.50		\$ (8,958.50)
Division 400 - Pavements														
6	TS 16-401	Furnish and Place Hot Mix Asphalt, 4", Mix Grade S (3/4 inch), Asphalt Grade PG64-22 (with max 20% RAP), Complete in Place	TON	1,000	\$ 141.50	\$ 141,500.00	76	\$ 10,754.00	1,281	\$ 181,261.50	1,357	\$ 192,015.50	-357	\$ (50,515.50)
Subtotal, Division 400						\$ 141,500.00		\$ 10,754.00		\$ 181,261.50		\$ 192,015.50		\$ (50,515.50)
EXTRA WORK														
	Petromat & Tack Oil	LS	1	\$ 1,275.00			1.15	\$ 1,466.25						
	3 Operators	Hrs	3	\$ 225.00			1.2	\$ 810.00						
	3 Labor	Hrs	3	\$ 165.00			1.2	\$ 594.00						
Subtotal, EXTRA WORK								\$ 2,870.25				\$ 2,870.25		

Engineer RNH

Contractor _____

Item 3 on First Pay application erroneously had a unit price of \$19.45. Quantity adjusted to equal \$1,586.00 over payment.



SUBJECT FOR DISCUSSION

Approve Change Order Number 4 to Contract Agreement with Colorado Paving Inc. for College Ave./9th St. Repaving Project for an Amount Not to Exceed \$35,000.00 from the Street Sales Tax Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The current contract agreement with Colorado Paving Inc. was executed May 21, 2021 and was awarded for \$2,172,394.50 to cover portions of the overall project as bid. Items that were deleted from the overall project included curb and gutter along College Avenue, sidewalks along 9th Street and half the pavement section for College Avenue. Change Order No. 1 was issued on October 19, 2021 to modify elements for priority. The College Avenue paving was deleted and curb and gutter and sidewalk were added back for 9th Street. Change Order No. 2 restored all elements of the 9th St and College Ave to complete the as bid project. Additionally, the south end of College was added to provide connection to Highway 52 and restore the originally constructed, 20-year old pavement. Total project cost is \$1,357,577.35. Change Order No. 3 was required to compensate the contractor for additional surcharges imposed by material suppliers and additional work orders in contingency for unforeseen utility conflicts.

Remaining items in the construction project include all of Schedule 2a (south end of College connection to Hwy 52). Revised unit costs were used from the Harrison Avenue project bid proposal where appropriate.

FINANCIAL CONSIDERATIONS

The 2023 budget included \$1,500,000 for the Harrison Ave. Project of which \$1,071,435.90 is contracted for street construction. The CIP budget for Harrison will be under budget by \$428,564.10 leaving \$393,564.10 after this Change Order.

This project will be complete by August 15, 2023.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve the change order
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends approving the Change Order No. 4 to the College Ave/9th St Repaving Project contract with Colorado Paving Inc. for an amount not to exceed \$35,000.00 from the Street Sales Tax Fund.

Attachments:

- a. Change Order No 4 - Colorado Paving Inc.
- b. Rev Schedule

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

City of Fort Lupton, Colorado
Public Works Department

Change Order

No. 4

Date of Issuance: **August 1, 2023**

Effective Date: **July 25, 2023**

Project: **College Ave/9th St
Repaving Project**

Owner: **City of Fort Lupton**

Owner's Contract No.: **FTL202102**

Contractor: **Colorado Paving, Inc.**

Date of Contract: **May 21, 2021**

The Contract Documents are modified as follows upon execution of this Change Order:

Revised unit prices based on Harrison Av project to adjust for current material costs.

Attachments (list documents supporting change): Revised Proposal remaining work.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price:

\$ **2,172,394.50**

Increase from previously approved Change
Orders No. 1 to No. ____:

\$ **1,158,000.00**

Contract Price prior to this Change Order:

\$ **3,330,394.50**

Increase of this Change Order:

\$ **35,000.00**

Contract Price incorporating this Change

\$ **3,365,394.50**

Original Contract ☐ Working ☒ Calendar

Substantial completion (days or date): **03/01/2022**

Ready for final payment (days or date): **03/15/2022**

[Increase] [Decrease] from previously approved Change
Orders No. 1 to No. 2:

Substantial completion (days): **14**

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion or date: **06/15/2022**

Ready for final payment or date: **06/29/2022**

Increase of this Change Order:

Substantial completion days: _____

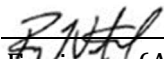
Ready for final payment date: _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): **08/11/2023**

Ready for final payment (days or date): **08/25/2023**

RECOMMENDED:

By: 
Engineer (Authorized)

Date: **July 27, 2022**

AUTHORIZED:

By: _____
Owner (Authorized)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized)

Date: _____

College Ave/9th St Repaving Project



College Avenue and 9th Street Repaving Project

Pay Application

8/15/2023

Colorado Paving, Inc.
15210 Edna Drive
Brighton, CO 80603

Invoice # 2021-908

Schedule 2B - College Ave - Hwy 52

							BUDGET/Contracted		This Period		Previous		Total to Date		Remaining	
Payment Item No.	Specification Reference	Description of Work	Payment Unit	Length (Feet)	Width (Feet)	Quantity	Rate in Numbers	Amount in Numbers	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
Project Total								\$218,729.00		\$0.00		\$0.00		\$0.00		\$218,729.00
Division 100 - General Provisions																
1	TS 16-101	Mobilization	LS			1	\$3,500.00	\$3,500.00		\$ -	0.0	\$ -	0.0	\$ -	1.0	\$ 3,500.00
2	TS 16-102	Traffic Control	LS			1	\$4,500.00	\$4,500.00		\$ -	0.0	\$ -	0.0	\$ -	1.0	\$ 4,500.00
3	TS 16-103	Construction Surveying/Staking	LS			1	\$3,250.00	\$3,250.00		\$ -	0.0	\$ -	0.0	\$ -	1.0	\$ 3,250.00
4	TS 16-104	Material Testing/QC	LS			1	\$2,750.00	\$2,750.00		\$ -	0.0	\$ -	0.0	\$ -	1.0	\$ 2,750.00
5	TS 16-105	Vacuum Truck/Potholing	LS			1	\$2,750.00	\$2,750.00		\$ -	0.00	\$ -	0.0	\$ -	1.0	\$ 2,750.00
Subtotal, Division 100								\$16,750.00		\$ -		\$ -		\$ -		\$ 16,750.00
Division 200 - Demolition, Earthwork, Erosion Control, And Seeding																
	TS 16-201	Mill Existing Asphalt (Full-Depth) College Ave: Sta. 22+28.50 - 26+73.96	SY			1,550.00	\$4.90	\$7,595.00		\$ -	0.0	\$ -	0.0	\$ -	1,550.0	\$ 7,595.00
	TS 16-201	Remove Existing 18"Dia. CMP Culvert College Ave: Sta. 26+55.28	LF	85.00		85.00	\$15.00	\$1,275.00		\$ -	0.0	\$ -	0.0	\$ -	85.0	\$ 1,275.00
	TS 16-201	Remove Existing Curb and Gutter College Ave: Sta. 24+79.69 - Sta. 25+25.40, RT College Ave: Sta. 24+79.69 - Sta. 26+73.96, LT (includes 50' PCR)	LF	45.71 254.27		300.00	\$6.50	\$1,950.00		\$ -		\$ -	0.0	\$ -	300.0	\$ 1,950.00
	TS 16-201	Remove Existing Barb Wire Fence	LF			20.00	\$50.00	\$1,000.00		\$ -	0.0	\$ -	0.0	\$ -	20.0	\$ 1,000.00
22	TS 16-202	Unclassified Excavation (Over Ex) of Existing Road 1 ft. Soil Stabilization (By ash)(lime)(cement) College Ave: Sta. 22+28.50 - 26+73.96	SY			2,175.00	\$9.25									
	TS 16-202	Sub-Excavation (CUT) College Ave: Sta. 22+28.50 - 26+73.96	CY			215.0	\$19.00	\$4,085.00		\$ -	0.0	\$ -	0.0	\$ -	215.0	\$ 4,085.00
23	TS 16-202	Subgrade Preparation College Ave: Sta. 22+28.50 - 26+73.96	SY			2,175.00	\$1.85	\$4,023.75		\$ -	0.0	\$ -	0.0	\$ -	2,175.0	\$ 4,023.75
27	TS 16-204	Remove and Relocate Existing Sign College Ave: Sta. 26+51.50 RT (R1-1 Stop)	EA		1	1	\$300.00	\$300.00		\$ -	0.0	\$ -	0.0	\$ -	1.0	\$ 300.00
35	TS 16-208	Inlet Protection College Ave: Sta. 26+52.06, RT (INL #1) College Ave: Sta. 26+52.50, LT (INL #2)	EA		1 1	2	\$350.00	\$700.00		\$ -	0.0	\$ -	0.0	\$ -	2.0	\$ 700.00
36	TS 16-208	Outlet Protection; D50=9" Rock Riprap	CY			4	\$350.00	\$1,400.00		\$ -	0.0	\$ -	0.0	\$ -	4.0	\$ 1,400.00
Subtotal, Division 200								\$22,328.75		\$ -		\$ -		\$ -		\$ 22,328.75
Division 300 - Bases																
37	TS 16-301	Aggregate Base Course Area: (8" Depth) College Ave: Sta. 22+58.50 to End; Half to Full-Width	SY			1,500.0	\$17.70	\$26,550.00		\$ -	0.0	\$ -	0.0	\$ -	1,500.0	\$ 26,550.00
Subtotal, Division 300								\$26,550.00		\$ -		\$ -		\$ -		\$ 26,550.00
Division 400 - Pavements																
38	TS 16-401	HMA Grade SX - Pavement Area: 1.5"	TON			250	\$154.40	\$38,600.00		\$ -	0.0	\$ -	0.0	\$ -	250.0	\$ 38,600.00
39	TS 16-401	HMA Grade S - Pavement Area: 2.5"	TON			350	\$140.53	\$49,185.50		\$ -	0.0	\$ -	0.0	\$ -	350.0	\$ 49,185.50
40	TS 16-412	30" Concrete Curb and Gutter	LF			375	\$23.10	\$8,662.50		\$ -	0.0	\$ -	0.0	\$ -	375.0	\$ 8,662.50
Subtotal, Division 400								\$96,448.00		\$ -		\$ -		\$ -		\$ 96,448.00

Division 500 - Pipes																	
63	TS 16-505	30" Dia. RCP CLIII Storm Sewer Pipe	LF		96.47	\$175.00	\$16,882.25	\$	-	\$	-	0.0	\$	-	96.5	\$ 16,882.25	
	TS 16-505	Install Type 13 Combination Drop Box Inlet	EA		2	\$6,500.00	\$13,000.00	\$	-	\$	-	0.0	\$	-	2.0	\$ 13,000.00	
	TS 16-505	Install 30" Diameter Flared End Section	EA		2	\$2,750.00	\$5,500.00	\$	-	\$	-	0.0	\$	-	2.0	\$ 5,500.00	
Subtotal, Division 500							\$35,382.25	\$	-	\$	-		\$	-		\$ 35,382.25	
Division 600 - Miscellaneous																	
64	TS 16-605	24" Stop Bar	LF		36	\$55.00	\$1,980.00	\$	-	0.0	\$	-	0.0	\$	-	36.0	\$ 1,980.00
	TS 16-605	Rub Out Existing Striping	LF		2550	\$2.50	\$6,375.00	\$	-	0.0	\$	-	0.0	\$	-	2,550.0	\$ 6,375.00
66	TS 16-605	Centerline (Double Yellow - 4" Wide Solid Line)	LF		850	\$2.30	\$1,955.00	\$	-	0.0	\$	-	0.0	\$	-	850.0	\$ 1,955.00
68	TS 16-605	White - 4" Solid Broken Line	LF		4,000	\$1.90	\$7,600.00	\$	-	0.0	\$	-	0.0	\$	-	4,000.0	\$ 7,600.00
	TS 16-605	Thermoplastic Right Turn Pavement Marking	EA		2	\$475.00	\$950.00	\$	-	0.0	\$	-	0.0	\$	-	2.0	\$ 950.00
	TS 16-605	Thermoplastic Forward Arrow Pavement Marking	EA		1	\$475.00	\$475.00	\$	-	0.0	\$	-	0.0	\$	-	1.0	\$ 475.00
	Chapter 6	Crack Seal Existing Pavement	LF		120	\$8.00	\$960.00	\$	-	0.0	\$	-	0.0	\$	-	120.0	\$ 960.00
	TS 16-605	Thermoplastic Left Turn Pavement Marking	EA		1	\$475.00	\$475.00	\$	-	0.0	\$	-	0.0	\$	-	1.0	\$ 475.00
69	TS 16-605	Furnish and Install New Sign and Post	EA		1	\$500.00	\$500.00	\$	-	0.0	\$	-	0.0	\$	-	1.0	\$ 500.00
		College Ave: Sta. 22+58.50, RT (R3-8b Right, Left Through Directional Sign)															
Subtotal, Division 600							\$21,270.00	\$	-	\$	-		\$	-		\$ 21,270.00	

Contractor _____ Date: _____

Engineer _____ Date: _____



SUBJECT FOR DISCUSSION

Approving a Resolution Approving the CarMax Auto Superstores Inc. Public Improvements Agreement of the CarMax Auto Superstores Final Plat.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval (Resolution 2023R023 approved July 5, 2023) of the City of Fort Lupton Municipal Code requires that a Public Improvement Agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder. The total cost of the water line improvements paid by the developer is \$879,600.00 that will become a City asset following final acceptance by the City.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Agreement with CarMax Auto Superstores Inc.
- Do not approve the Agreement

STAFF RECOMMENDATIONS

Staff recommends approving Agreement with CarMax Auto Superstores Inc.

Attachments:

a.	Resolution
b.	Public Improvements Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2023RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE CARMAX AUTO SUPERSTORES INC. PUBLIC IMPROVEMENTS AGREEMENT OF THE CARMAX AUTO SUPERSTORES FINAL PLAT LOCATED IN FORT LUPTON, WELD COUNTY, COLORADO.

WHEREAS, the City Council Resolution No. 2023R023 approved the CarMax Auto Superstores Final Plat July 5, 2023; and

WHEREAS, Developer is required to construct certain public improvements as a condition of subdivision approval for the Development; and

WHEREAS, the City Council finds that the Public Improvement Agreement is in conformance with the Fort Lupton Land Use Plan, zoning code and is consistent with the goals and policies therein; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the Public Improvements Agreement with supporting documentation. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of staff comments, the City hereby approves the CarMax Auto Superstores Public Improvements Agreement and authorizes the Mayor to sign.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 1st DAY OF AUGUST 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Public Works

130 S. McKinley Avenue
Phone: 303.857.6694
Greeley: 970.346.0326

Fort Lupton, CO 80621

www.fortlupton.org

Fax: 303.857.0351

PUBLIC IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of **August 2023**, by and between the **CITY OF FORT LUPTON**, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **CarMax Auto Superstores Inc.**, a Virginia corporation, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, Developer submitted the Site Plan for development of Parcel Numbers 130929201005, 130929201006, 130929201007 (the "Plan"), LOTS 5, 6 AND 7, NORTH LAND PUD THIRD FILING on 07/05/2023, (SPR2023-0001) which Plan depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the plan, which is the "Subject Property"; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval (Resolution 2023R025 approved July 5, 2023) for the Development; and

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a subdivision improvement agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

WHEREAS, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein. Unless otherwise amended within this agreement, the Developer shall be responsible for performance of all requirements in this agreement.

1.2 Engineering and Surveying Services. Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design layout and construction of the improvements (the "Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with

applicable Colorado law, and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction specifications applicable at the time of actual construction.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

1.5 Construction Acceptance and Warranty. No later than ten (10) days after the Improvements are completed, Developer shall request inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance"), which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request a reinspection of such work to determine if Construction Acceptance can be granted. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

1.6 Final Acceptance. At least thirty (30) days before two (2) years has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

1.7 Testing and Inspection.

(a) At all times during construction of the public improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s), of the construction and installation of such improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

(c) All testing required by the City's "*Standards and Specifications for the Design and Construction of Public Improvements*" shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

1.8 Indemnification and Release of Liability. Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.9 Insurance. Developer shall furnish to the City upon request proof thereof that Developer has adequate insurance complying with Colorado law for all parties engaged in the construction of Improvements, evidencing that those parties are covered by adequate Worker's Compensation Insurance and Public Liability Insurance and shall require faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.10 OSHA Requirements. Developer agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Consultant shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Consultant acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for its actions regarding all OSHA rules and regulations.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-Way, Easements and Permits. Before the City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, all rights-of-way and easements depicted on the Plan, as required by the City for the construction of the Improvements. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by deed, easement, or plat dedication in form and substance acceptable to the City Administrator or the Administrator's designee. All title documents shall be recorded at the Developer's expense.

3.0 OFFSITE INFRASTRUCTURE IMPROVEMENTS

3.1 The Developer agrees to participate in the cost of construction of certain improvements located outside of the Site Plan (the "Offsite Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. The Certificate of Occupancy

(CO) shall not be approved until the offsite improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of request of CO. Surety in the amount of 25% shall be provided, at the time of Construction Acceptance, for improvements that have received construction acceptance under the terms of this agreement. The remaining twenty-five percent (25%) percent surety for each system shall be retained to secure the Developer's warranty during the two (2) year warranty period.

3.2 The Offsite Improvements are summarized as follows: Roadway improvements – accesses, drainage, sanitary sewer, and water main along the East property line frontage.

3.3 The improvements shall be coordinated with future improvements by other development requirements along Northland Drive.

4.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, and specifications and the. All public Right of Way streets within the Subdivision (improvements described on Exhibit "A" offsite Improvements) shall be constructed to City Standards and Specifications and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. A retention pond or other approved system that meets the current standards and specifications of the City of Fort Lupton will be required at the time of construction on the site as determined by the approved Phase III Drainage Study submitted.

5.0 OTHER REQUIREMENTS

5.1 Trash, Debris, Mud. Developer agrees that, during construction of the Development and Improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the developer will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

5.2 Erosion Control and Sedimentation Plan. Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

6.0 MISCELLANEOUS TERMS

6.1 Local Codes and Ordinances. In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

6.2 Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

6.3 Binding Effect of Agreement. This Agreement shall run with the land included

within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

6.4 Notices. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621

DEVELOPER: CarMax Auto Superstores, Inc.
Attention: Vice President of Real Estate
12800 Tuckahoe Creek Parkway
Richmond, Virginia 23238

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

6.5 Force Majeure. Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

6.6 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably pursuant to the provisions of the Fort Lupton Municipal Code in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

6.7 Title and Authority. Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

6.8 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole

discretion, may determine whether the remaining provisions will or will not remain in force.

6.9 No Waiver of Governmental Immunity. The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

6.10 Independent Entity. Developer is a separate, legal entity from the City and the parties make this Agreement accordingly with the understanding that Developer at all times is acting as an independent entity and not an employee or agent of the City. All persons retained by Developer to perform services pursuant to this Agreement shall be employees or independent contractors of Developer and are not employees, contractors or agents of the City. Developer does not have the authority to bind the City by contract or otherwise.

6.11. Approval Required. This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

THE CITY OF FORT LUPTON, a
Municipal Corporation

By: _____
Zo Hubbard, Mayor

ATTEST:

By: _____
Maricela Peña, City Clerk

APPLICANT:

CARMAX AUTO SUPERSTORES, INC.

By: K. Douglass Moyers
K. Douglass Moyers
Vice President, Real Estate

Commonwealth of Virginia)
_____) ss
County/City Goochland)

The foregoing instrument was acknowledged before me this 26th day of July, 2023 by K. Douglass Moyers, who is Vice President, Real Estate of CarMax Auto Superstores, Inc., a Virginia corporation, on behalf of the corporation.

Cheri L. Hancock
Notary Signature



My commission expires: 1/31/2024

Registration No: 7888180

State of Colorado)
) ss
County of Weld)

The foregoing instrument was acknowledged before me this ____ day of _____ 2019
by Zo Hubbard as Mayor of the City of Fort Lupton and Maricela Peña as City Clerk for the
City of Fort Lupton.

Notary Signature

Seal

Exhibit A

CARMAX Store No. 4027

Township 2 N, Range 66 W, Fort Lupton CO

ENGINEER'S ESTIMATE OF PROBABLE COST				
WATER	Quantity	Unit	Unit Cost	Total Cost
10" FIRE MAIN LOOP	2300	LF	\$250.00	\$575,000.00
HYDRANTS	8	EA	\$18,000.00	\$144,000.00
10" GATE VALVE	2	EA	\$5,000.00	\$10,000.00
12"x12"x10" TEE	2	EA	\$2,000.00	\$4,000.00
<i>Water Subtotal</i>				\$733,000.00
20% Contingency (0.20*A)				\$146,600.00
TOTAL				\$879,600.00

WEEKLY CALENDAR

THURSDAY

July 27

Planning Commission
Meeting
- 6 p.m.

FRIDAY

July 28

MONDAY

July 31

Public and School Library will
be closing for the move to the
new building.

TUESDAY

Aug. 1

City Council Meeting
- 6 p.m.
National Night Out
- 5 p.m. - 8 p.m.

WEDNESDAY

Aug. 2

UPCOMING COMMUNITY EVENTS

NATIONAL NIGHT OUT

Fort Lupton Police Department

Tuesday, August 1st - 5 p.m. - 8 p.m.

Koshio Park - 1st St & McKinley Ave

Movie - Boss Baby sponsored by the Turney Family

FREE MOVIE IN THE PARK

Hosted by Mt. Calvary Lutheran Church

Friday, July 28th - Starts at 8:30 p.m.

Koshio Park - 1st St & McKinley Ave

Movie - Family Camp, A Skit Guys Movie

SUMMER CONCERT SERIES

Trouble Bound Band

Friday, August 4th - 6 p.m.

Fort Lupton Public & School Library

FORTLUPTONCO.GOV

CALENDARIO SEMANAL

JUEVES

27 de julio

Reunión de la Comisión de
Planificación
- 6 p.m.

VIERNES

28 de julio

LUNES

31 de julio

La biblioteca cerrará para la
mudanza al nuevo edificio.

MARTES

1 de agosto

Reunión del Consejo
Municipal
- 6 p.m.

MIÉRCOLES

2 de agosto

PRÓXIMOS EVENTOS COMUNITARIOS

NATIONAL NIGHT OUT

Departamento de Policía de Fort Lupton

Martes, 1 de agosto - 5 p.m. - 8 p.m.

Koshio Park - 1st St & McKinley Ave

Película - Boss Baby patrocinado por la familia Turney

PELÍCULA GRATIS EN EL PARQUE

Organizado por Mt. Calvary Lutheran Church

Viernes, 28 de julio - Empieza a las 8:30 p.m.

Koshio Park - 1st St & McKinley Ave

Película - Family Camp, Una Película de Skit Guys

SERIE DE CONCIERTOS DE VERANO

Trouble Bound

Viernes, 4 de agosto - 6 p.m.

Fort Lupton Public & School Library