



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, June 18, 2024
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

You may join in person or join remotely by clicking on:
<https://global.gotomeeting.com/join/353347597>

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. June 18, 2024 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. June 4, 2024 Marijuana Licensing Authority Meeting Minutes

b. June 4, 2024 City Council Meeting Minutes

c. Second Reading Ordinance 2024-1167 Rezoning Land Known as The 100-114 McKinley Ave Change of Zone to The R-1A Single and Two-Family Residential Zone District

d. AM 2024-106 Authorize the Mayor to Execute an Agreement for the Sale of NISP to Fort Collins-Loveland Water District and the Related Petition to Northern for a Decrease of Fort Lupton Participation

e. AM 2024-098 Award of Contract to Backhoe & Dozer Services Inc. for an Amount Not to Exceed \$50,000.00 for On Call Grading Services from the Street Sales Tax Fund

f. AM 2024-101 Approving a Resolution Establishing the Ad-Hoc Community Engagement Advisory Committee to Work on Creating a Masterplan for Koshio Park

g. AM 2024-103 Approving a Resolution Ratifying the Mayor's Appointment of Jimmy Dominguez to the Parks and Recreation Committee for a Term Beginning June 18, 2024 and Ending December 31, 2025

h. AM 2024-105 Approve the Mayor to Sign the BURNCO Colorado, LLC Lease and Land Use Agreement for Gravel Mining at City Property (Waste Water Treatment Plant Lagoons)

Public Hearings - Public Hearings allow members of the audience to present comments and questions to the City Council on the item being presented. Comments and questions may be limited to three (3) minutes- Mayor Hubbard

- a. AM 2024-102 Approving a Resolution Accepting the Coyote Creek PUD Filing No. 6 Preliminary Plat

Action Memorandum

- a. AM 2024-099 Approve the Cash Payment of \$850,949 to Northern Colorado Water Conservancy District (NCWCD) for the Completion of Construction on the Windy Gap FIRMING Project (WGFP)
- b. AM 2024-100 Award Change Order #1 to Contract with Northern Colorado Constructors, Inc. for an Amount Not to Exceed \$2,079,000.00 for Water Meter Replacement Installation Project from Utility Fund Water Line Department
- c. AM 2024-104 Approving the Purchase of a Dell DM5500 Appliance with First Year of StoreTrust for an Amount Not to Exceed \$57,013.71, Allocated from the Network Equipment Budget
- d. AM 2024-107 Approving Additional Licenses and Features for BOX with KeySafe for an Amount Not to Exceed \$49,907.37

Staff Reports

Mayor/Council Reports

Future City Events

- a. June 18, 2024 Upcoming Events

Upcoming Meetings

- a. June 25, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
July 2, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
July 9, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
July 16, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 06/05/2024 - 06/18/2024

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: Pooled Cash-Pooled Cash						
003328	A TO Z RECREATION, LLC	06/11/2024	Regular	0.00	347,315.00	102570
3849	Invoice	05/28/2024	GF-PARK RENO PLAYGROUND EQUIPMENT...	0.00	347,315.00	
002254	ADIDAS AMERICA INC	06/11/2024	Regular	0.00	914.70	102571
6161352305	Invoice	05/21/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	168.00	
6161386809	Invoice	05/29/2024	GF-WELLNESS BENEFITS-HR	0.00	399.60	
6161386810	Invoice	05/29/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	279.00	
6161386811	Invoice	05/29/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	20.70	
6161392427	Invoice	05/30/2024	GOLF-UNIFORMS-PRO SHOP	0.00	47.40	
001615	ALFA LAVAL INC	06/11/2024	Regular	0.00	7,689.00	102572
285753897	Invoice	05/30/2024	SF-REPAIR OF GEARBOX ASSEMBLY-WWTP	0.00	7,689.00	
000108	AUSMUS LAW FIRM PC	06/11/2024	Regular	0.00	7,100.00	102573
8815	Invoice	06/03/2024	GF-2024 City Attorney Fees-Legal	0.00	6,500.00	
8821	Invoice	06/03/2024	GF-MAY PROSECUTION SERVICES-COURT	0.00	600.00	
000136	BG'S JAPANESE DESIGNS	06/11/2024	Regular	0.00	612.00	102574
6651A	Invoice	05/28/2024	GF-WORKOUT BAGS FOR WELLNESS PRGM..	0.00	612.00	
002853	BUCKEYE CLEANING CENTER	06/11/2024	Regular	0.00	2,239.13	102575
90587867	Invoice	05/31/2024	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	1,244.30	
90587868	Invoice	05/31/2024	GF-JANITORIAL SUPPLIES-FAC	0.00	994.83	
000183	CALLAWAY GOLF SALES COMPANY	06/11/2024	Regular	0.00	1,282.02	102576
937642268	Invoice	06/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	93.42	
93806401	Invoice	05/23/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	237.72	
93825270	Invoice	05/25/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	237.72	
938356574	Invoice	05/30/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	475.44	
938360131	Invoice	05/30/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	237.72	
000211	CH2M	06/11/2024	Regular	0.00	22,611.00	102577
D3410908-05	Invoice	06/01/2024	UF-Construction Management WTP Expan..	0.00	22,611.00	
000216	CHAMBER OF COMMERCE	06/11/2024	Regular	0.00	36.00	102578
053024	Invoice	05/30/2024	GF-RE-ISSUE FOR CK#70134 (UNCLAIMED ...	0.00	36.00	
000230	CINTAS FIRST AID & SAFETY	06/11/2024	Regular	0.00	67.84	102579
5213896896	Invoice	05/30/2024	REC-GUAZE PADS-REC CENTER	0.00	67.84	
000239	CITY OF FORT LUPTON	06/11/2024	Regular	0.00	100.00	102580
CIT# E0023275-1	Invoice	05/31/2024	GF-RESTITUTION, CITATION# e0023278-1,...	0.00	100.00	
000241	CITY OF FT LUPTON-UTIL INVOICE	06/11/2024	Regular	0.00	27,717.82	102581
110035001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	1,174.45	
110036002 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	117.04	
110221001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	331.45	
110222001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	287.65	
11-02490-01 MA...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	334.89	
110251001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	738.15	
11-02521-01 MA...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	130.91	
330025001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	34.65	
330031001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	850.75	
330045001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	149.09	
330092001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	173.65	
330166001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	97.32	

Council Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
330920000 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	34.65	
550055501 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	168.56	
550057001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	595.39	
550057601 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	1,615.73	
550057701 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	773.65	
660092001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	345.84	
770109501 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	34.65	
770116501 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	353.79	
77-02145-01 MA...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	48.42	
770229001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	418.65	
770229501 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	6,466.93	
770229601 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	40.66	
770231101 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	72.36	
990004001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	119.74	
990004101 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	91.26	
990005001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	282.49	
990006001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	116.26	
990007001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	257.95	
990008001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	72.13	
990132001 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	11,233.48	
999910000 MAY...	Invoice	05/31/2024	Water/Sewer Bill-City	0.00	155.23	
	Void	06/11/2024	Regular	0.00	0.00	102582
	Void	06/11/2024	Regular	0.00	0.00	102583
003401	CLUB PROPHET SOFTWARE, LLC	06/11/2024	Regular	0.00	760.00	102584
INV2292356	Invoice	06/01/2024	GOLF-MONTHLY SOFTWARE FEES JUNE 20...	0.00	760.00	
002651	COLORADO COMMUNITY MEDIA	06/11/2024	Regular	0.00	184.83	102585
112991	Invoice	05/31/2024	GF-LEGAL/PUBLIC NOTICES-	0.00	184.83	
000307	COMCAST CABLE COMM, LLC	06/11/2024	Regular	0.00	422.92	102586
0025494 JUNE24	Invoice	06/01/2024	GOLF-JUNE2024 CABLE SERVICE-PRO SHOP	0.00	42.30	
0116038 JUNE24	Invoice	06/01/2024	REC-JUNE 2024 PHONE SERVICE-REC CENT...	0.00	177.74	
0147405 JUNE24	Invoice	06/01/2024	CPR-PHONE/INTERNET-MUSEUM	0.00	202.88	
003148	ENDURING IMAGES, INC	06/11/2024	Regular	0.00	391.55	102587
053024	Invoice	05/30/2024	GF-REISSUE UNCASHED CK#72491-	0.00	391.55	
000445	EWING IRRIGATION PRODUCTS INC	06/11/2024	Regular	0.00	1,740.69	102588
1850516	Credit Memo	05/23/2024	GOLF-OUTSTANDING CREDIT FROM 2016...	0.00	-36.78	
22471359	Invoice	06/03/2024	GOLF-=GRANITE ROCK TON/MULTI COBBL...	0.00	1,777.47	
000455	FASTENAL COMPANY 01COFTL	06/11/2024	Regular	0.00	11.32	102589
COFTL199171	Invoice	05/28/2024	GF-PARTS-PW SHOP	0.00	11.32	
003572	FIORE & SONS INC	06/11/2024	Regular	0.00	122.40	102590
060524	Invoice	06/05/2024	UF-HYD METER DEP REFUND-UB	0.00	122.40	
000507	FT LUPTON RECREATION SPORTS	06/11/2024	Regular	0.00	570.00	102591
060424	Invoice	06/04/2024	CPR-BASEBALL UMPIRES-	0.00	570.00	
000512	FUZION FIELD SERVICES LLC	06/11/2024	Regular	0.00	255.75	102592
343461	Invoice	05/29/2024	GOLF-MONTHLY RENTAL FEE MAY 25-JUNE..	0.00	255.75	
000513	G & G EQUIPMENT	06/11/2024	Regular	0.00	368.27	102593
148380	Invoice	05/31/2024	CEM-PARTS FOR CEMETERY MOWERS-CE...	0.00	368.27	
002222	GREELEY LOCK & KEY	06/11/2024	Regular	0.00	1,902.00	102594
0000030001	Invoice	06/01/2024	Annual Renewal Brivo Door Access	0.00	359.76	
0000030002	Invoice	06/01/2024	Annual Renewal Brivo Door Access	0.00	1,542.24	
000567	HIGH COUNTRY BEVERAGE CORP	06/11/2024	Regular	0.00	3,497.80	102595
W-6811256	Invoice	05/28/2024	GOLF-BEVERAGES-PRO SHOP	0.00	139.00	
W-6811795	Invoice	05/28/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,179.20	

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W-6816571	Invoice	06/03/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,485.35	
W-6818373	Invoice	06/03/2024	GOLF-BEVERAGES-PRO SHOP	0.00	694.25	
003571	HONOR BELL FOUNDATION	06/11/2024	Regular	0.00	1,000.00	102596
060324	Invoice	06/03/2024	GF-FIELD OF HONOR BENEFICIARY DONAT...	0.00	1,000.00	
003120	HUDSON LOCKERS, INC	06/11/2024	Regular	0.00	162.50	102597
406	Invoice	05/28/2024	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	162.50	
000640	JEANELLE ANDERSEN	06/11/2024	Regular	0.00	102.85	102598
060424	Invoice	06/04/2024	GF-MILEAGE REIMBURSEMENT-COURT	0.00	102.85	
003567	LINDA BEARDSLEY	06/11/2024	Regular	0.00	460.00	102599
2007478.001	Invoice	05/29/2024	REC-ROOM RENTAL REFUND-REC CENTER	0.00	460.00	
000735	LL JOHNSON DISTRIBUTING	06/11/2024	Regular	0.00	1,202.69	102600
1158383-00	Invoice	06/03/2024	GF-IRRIGATION SUPPLIES-PARKS	0.00	1,041.88	
1929684-00	Invoice	05/17/2024	GOLF-KNUCKLE/BUSHING-MAINT	0.00	71.38	
1929828-00	Invoice	05/20/2024	GOLF-FILTER-FUEL/WATER SEPARATOR-P...	0.00	89.43	
003044	PEAK FORM, LLC	06/11/2024	Regular	0.00	785.00	102601
3758K25213	Invoice	06/01/2024	GF-TESTS, DOT PHYSICALS-	0.00	785.00	
003213	PRAIRIE DOG PROS	06/11/2024	Regular	0.00	600.00	102602
2309	Invoice	06/01/2024	Preairie Dog Control	0.00	600.00	
003432	PRISWING SOFTWARE LLC	06/11/2024	Regular	0.00	349.00	102603
INV2295586	Invoice	06/01/2024	GOLF-MONTHLY LICENSE FEE JUNE 2024-...	0.00	349.00	
000933	R&R PRODUCTS INC	06/11/2024	Regular	0.00	239.00	102604
CD2913777	Invoice	05/28/2024	GOLF-MOUNT, LOCKNUT, SEAL-MAINT	0.00	239.00	
002689	ROCHE CONSTRUCTORS	06/11/2024	Regular	0.00	1,500.00	102605
060424	Invoice	06/04/2024	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
000991	SCNS SPORTS FOODS INC	06/11/2024	Regular	0.00	94.40	102606
209888	Invoice	05/24/2024	GOLF-PREPACKAGED FOODS-PRO SHOP	0.00	94.40	
001022	SOUTHERN GLAZER'S OF CO	06/11/2024	Regular	0.00	181.16	102607
34434752	Invoice	05/29/2024	GOLF-BEVERAGES-PRO SHOP	0.00	181.16	
001026	SPECIALTY CIGARS, LLC	06/11/2024	Regular	0.00	804.50	102608
US16-34878528	Invoice	05/23/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	804.50	
001040	STERICYCLE	06/11/2024	Regular	0.00	70.26	102609
8007141457	Invoice	05/18/2024	REC-BIOHAZARD-REC CENTER	0.00	70.26	
001052	SWIRE COCA-COLA, USA	06/11/2024	Regular	0.00	581.69	102610
41589449010	Invoice	05/31/2024	GOLF-SPORTS DRINKS/TEA-PRO SHOP	0.00	581.69	
001105	TOSHIBA FINANCIAL SERVICES	06/11/2024	Regular	0.00	283.52	102611
529655961	Invoice	06/14/2024	GOLF-COPIER LEASE-PRO SHOP	0.00	283.52	
001120	TRUDILIGENCE LLC	06/11/2024	Regular	0.00	106.74	102612
58632	Invoice	05/31/2024	GF-BACKGROUND CHECKS-HR	0.00	106.74	
001135	UNION PACIFIC RAILROAD CO	06/11/2024	Regular	0.00	5,755.69	102613
333354664	Invoice	06/01/2024	GF-JULY '24-JUNE 2025 RR PARK LEASE-PA...	0.00	3,305.69	
90131045	Invoice	06/01/2024	SST - Prelim Design CR12 Crossing - Streets	0.00	2,450.00	
001137	UNITED POWER	06/11/2024	Regular	0.00	47,081.14	102614
10553102 MAY24	Invoice	05/31/2024	United Power	0.00	22.79	
1194602 MAY24	Invoice	05/31/2024	United Power	0.00	824.76	
1195001 MAY24	Invoice	05/31/2024	United Power	0.00	2,796.83	
1195501 MAY24	Invoice	05/31/2024	United Power	0.00	2,657.75	
1195603 MAY24	Invoice	05/31/2024	United Power	0.00	1,049.04	

Council Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1195701 MAY24	Invoice	05/31/2024	United Power	0.00	282.24	
1196401 MAY24	Invoice	05/31/2024	United Power	0.00	35.73	
1207701 MAY24	Invoice	05/31/2024	United Power	0.00	21.17	
1215802 MAY24	Invoice	06/04/2024	GF-MAY 2024 ELECTRIC SERVICE (VET OFF...	0.00	74.19	
1223101 MAY24	Invoice	05/31/2024	United Power	0.00	20.00	
1240301 MAY24	Invoice	05/31/2024	United Power	0.00	225.77	
1241801 MAY24	Invoice	05/31/2024	United Power	0.00	1,306.77	
1241903 MAY24	Invoice	05/31/2024	United Power	0.00	194.51	
1276101 MAY24	Invoice	05/31/2024	United Power	0.00	490.83	
1279801 MAY24	Invoice	05/31/2024	United Power	0.00	25.36	
1295501 MAY24	Invoice	05/31/2024	United Power	0.00	58.29	
1296101 MAY24	Invoice	05/31/2024	United Power	0.00	326.62	
1299501 MAY24	Invoice	05/31/2024	United Power	0.00	124.72	
1302801 MAY24	Invoice	05/31/2024	United Power	0.00	2,253.38	
1302901 MAY24	Invoice	05/31/2024	United Power	0.00	122.71	
1316801 MAY24	Invoice	05/31/2024	United Power	0.00	589.91	
1322501 MAY24	Invoice	05/31/2024	United Power	0.00	5,409.64	
1360303 MAY24	Invoice	05/31/2024	United Power	0.00	30.41	
13842400 MAY24	Invoice	05/31/2024	United Power	0.00	64.80	
14427100 MAY24	Invoice	05/31/2024	United Power	0.00	96.08	
15232500 MAY24	Invoice	05/31/2024	United Power	0.00	22.22	
17149700 MAY24	Invoice	05/31/2024	United Power	0.00	52.40	
17761600 MAY24	Invoice	05/31/2024	United Power	0.00	20.15	
17868800 MAY24	Invoice	05/31/2024	United Power	0.00	20.00	
18057500 MAY24	Invoice	05/31/2024	United Power	0.00	709.16	
18498400 MAY24	Invoice	05/31/2024	United Power	0.00	232.19	
18762100 MAY24	Invoice	05/31/2024	United Power	0.00	25.87	
19545100 MAY24	Invoice	05/31/2024	United Power	0.00	396.63	
19595600 MAY24	Invoice	05/31/2024	United Power	0.00	25.59	
20040100MAY24	Invoice	05/31/2024	United Power	0.00	412.53	
21675200 MAY24	Invoice	05/31/2024	United Power	0.00	145.74	
21675300 MAY24	Invoice	05/31/2024	United Power	0.00	79.93	
22185901 MAY24	Invoice	05/31/2024	United Power	0.00	20.26	
24165100 JUNE24	Invoice	06/04/2024	GF-JUNE 2024 ELECTRIC SERVICE (SPLASH ...	0.00	7.00	
3399301 MAY24	Invoice	05/31/2024	United Power	0.00	56.57	
6601202 MAY24	Invoice	05/31/2024	United Power	0.00	26.22	
6612303 MAY24	Invoice	05/31/2024	United Power	0.00	21.22	
6779701 MAY24	Invoice	05/31/2024	United Power	0.00	8,891.68	
704901 MAY24	Invoice	05/31/2024	United Power	0.00	9,726.22	
7225800 MAY24	Invoice	05/31/2024	United Power	0.00	23.96	
726705 MAY24	Invoice	05/31/2024	United Power	0.00	126.07	
7280200 MAY24	Invoice	05/31/2024	United Power	0.00	21.71	
733101 MAY24	Invoice	05/31/2024	United Power	0.00	187.75	
762901 MAY24	Invoice	05/31/2024	United Power	0.00	857.47	
803908 MAY24	Invoice	05/31/2024	United Power	0.00	5,272.72	
8976200 MAY24	Invoice	05/31/2024	United Power	0.00	595.58	
	Void	06/11/2024	Regular	0.00	0.00	102615
	Void	06/11/2024	Regular	0.00	0.00	102616
	Void	06/11/2024	Regular	0.00	0.00	102617
003398	UNIVERSITY AUTO PARTS	06/11/2024	Regular	0.00	18.00	102618
202664	Invoice	05/30/2024	GF-WIPER BLADES-STREETS	0.00	18.00	
203002	Invoice	06/03/2024	CEM-3 LEGGED PULLER-CEMETERY	0.00	81.99	
203250	Credit Memo	06/05/2024	CEM-CREDIT FOR RETURN OF 3 LEGGED P...	0.00	-81.99	
001149	UTILITY NOTIFICATION CENTER	06/11/2024	Regular	0.00	481.17	102619
224050632	Invoice	05/31/2024	UF-RTL TRANSMISSIONS-ADMIN	0.00	481.17	
003568	VANCE BROTHERS INC	06/11/2024	Regular	0.00	1,500.00	102620
053124	Invoice	05/31/2024	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	

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001156	VERIZON WIRELESS SVCS LLC	06/11/2024	Regular	0.00	6,039.23	102621
9965186792	Invoice	05/31/2024	Verizon Bill	0.00	6,039.23	
002826	VICTORIA MIRAGLIA	06/11/2024	Regular	0.00	214.40	102622
053024	Invoice	05/30/2024	GF-MILEAGE REIMBURSEMENT MAY 2024...	0.00	214.40	
002660	WHITESIDE'S BOOTS AND CLOTHING	06/11/2024	Regular	0.00	3,635.76	102623
446169	Invoice	06/06/2024	GF-UNIFORMS-PW SHOP	0.00	375.00	
446238	Invoice	06/01/2024	GF-UNIFORMS-PW SHOP	0.00	184.99	
446241	Invoice	06/01/2024	GF-UNIFORMS-PW SHOP	0.00	375.00	
446251	Invoice	06/01/2024	GF-UNIFORMS-PW SHOP	0.00	175.00	
446459	Invoice	06/01/2024	GF-UNIFORMS-PW SHOP	0.00	166.96	
446741	Invoice	06/01/2024	GF-UNIFORMS-PW SHOP	0.00	174.95	
446797	Invoice	06/01/2024	GF-UNIFORMS-PW SHOP	0.00	175.00	
446857	Invoice	06/01/2024	GF-UNIFORMS-PARKS	0.00	175.00	
446860	Invoice	06/01/2024	GF-UNIFORMS-PARKS	0.00	175.00	
446862	Invoice	06/01/2024	GF-UNIFORMS-PARKS	0.00	142.97	
446863	Invoice	06/01/2024	GF-UNIFORMS-PARKS	0.00	165.96	
446868	Invoice	06/01/2024	GF-UNIFORMS-PARKS	0.00	200.00	
447338	Invoice	06/01/2024	GF-UNIFORMS-FAC	0.00	200.00	
447340	Invoice	06/01/2024	GF-UNIFORMS-FAC	0.00	154.96	
447380	Invoice	06/01/2024	GOLF-UNIFORMS-PRO S HOP	0.00	119.99	
448022	Invoice	06/01/2024	GOLF-UNIFORMS-PRO SHOP	0.00	139.99	
448455	Invoice	06/01/2024	GF-UNIFORMS-PW SHOP	0.00	375.00	
448576	Invoice	06/01/2024	GOLF-UNIFORMS-PRO SHOP	0.00	159.99	
	Void	06/11/2024	Regular	0.00	0.00	102624
001212	WILLIAMS AND WEISS CONSULTING LLC	06/11/2024	Regular	0.00	3,570.00	102625
1985	Invoice	06/04/2024	WST-2024 Water Resource Planning-Water	0.00	3,570.00	
001224	XCEL ENERGY-GAS	06/11/2024	Regular	0.00	706.17	102626
879462245	Invoice	05/31/2024	Xcel Gas Bill	0.00	706.17	
001225	YAMAHA MOTOR CORP	06/11/2024	Regular	0.00	10,798.08	102627
841914	Invoice	05/28/2024	GOLF-MONTHLY LEASE-PRO SHOP	0.00	10,798.08	
000028	ACUSHNET COMPANY	06/18/2024	Regular	0.00	435.47	102628
918226181	Invoice	06/04/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	148.80	
918226219	Invoice	06/04/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	286.67	
002254	ADIDAS AMERICA INC	06/18/2024	Regular	0.00	1,081.70	102629
6161397631	Invoice	05/31/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,028.00	
6161426153	Invoice	06/05/2024	GF-WELLNESS PROGRAM-HR	0.00	24.60	
6161433922	Invoice	06/06/2024	GF-WELLNESS BENEFITS-HR	0.00	29.10	
000044	AGFINITY INC	06/18/2024	Regular	0.00	184.50	102630
58854/1	Invoice	06/06/2024	GOLF-PROPANE/TANK-MAINT	0.00	184.50	
001387	ANGEL ARMOR	06/18/2024	Regular	0.00	3,152.62	102631
INV9819	Invoice	05/24/2024	GF-UNIFORMS-PD	0.00	3,152.62	
001646	BANK OF COLORADO	06/18/2024	Regular	0.00	39.59	102632
0227 MAY24	Invoice	06/01/2024	GF-MAY 2024 FUEL CHARGES-STREETS	0.00	39.59	
003190	BERMUDA SANDS APPAREL	06/18/2024	Regular	0.00	1,842.26	102633
119568	Invoice	05/29/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,842.26	
000160	BREAKTHRU BEVERAGE COLORADO	06/18/2024	Regular	0.00	2,167.24	102634
116170229	Invoice	06/06/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,712.24	
116170230	Invoice	06/06/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	294.00	
116177177	Invoice	06/06/2024	GOLF-BEVERAGES-PRO SHOP	0.00	161.00	
000169	BROADCAST MUSIC INC	06/18/2024	Regular	0.00	44.00	102635

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53800991	Invoice	06/02/2024	REC-ANNUAL MUSIC LICENSE 06/01/24-05...	0.00	44.00	
000183	CALLAWAY GOLF SALES COMPANY	06/18/2024	Regular	0.00	968.34	102636
937768297	Invoice	06/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	475.44	
938356573	Invoice	05/30/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	237.72	
938360132	Invoice	05/30/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	255.18	
000239	CITY OF FORT LUPTON	06/18/2024	Regular	0.00	2,278.93	102637
Citation #133421	Invoice	06/07/2024	GF-CITATION #133421, VICTIIM COMP FEE...	0.00	2,278.93	
000267	COLONIAL LIFE	06/18/2024	Regular	0.00	105.96	102638
78168200601159	Invoice	06/01/2024	GF-JUNE24 SUPPLEMENTAL INSURANCE-HR	0.00	105.96	
000306	COMCAST BUSINESS	06/18/2024	Regular	0.00	2,804.61	102639
203336519	Invoice	06/01/2024	GF-INTERNET SERVICE JUNE 2024-	0.00	2,804.61	
000307	COMCAST CABLE COMM, LLC	06/18/2024	Regular	0.00	648.29	102640
0124495 JUNE24	Invoice	06/01/2024	CPR-CABLE SERVICE-COMM CENTER	0.00	151.00	
0208785 JUNE24	Invoice	06/04/2024	GF-JUNE 2024 INTERNET SERVICE-PLANNI...	0.00	249.44	
0215335 MAY24	Invoice	05/15/2024	GF-MAY 2024 INTERNET SERVICE (VET OFF...	0.00	247.85	
001517	CORE&MAIN LP	06/18/2024	Regular	0.00	1,071.55	102641
U871657	Invoice	06/04/2024	UF-WATER METER PARTS-W LINES	0.00	1,071.55	
001320	DAPHNE'S HEADCOVERS	06/18/2024	Regular	0.00	46.10	102642
0340679-IN	Invoice	06/06/2024	GOLF-HATS-PRO SHOP	0.00	46.10	
000370	DEFALCO CONSTRUCTION CO	06/18/2024	Regular	0.00	113,947.78	102643
JOB 2417 PAYME...	Invoice	06/07/2024	Harrison Ave Reconstruction Phase 2	0.00	113,947.78	
003559	DRAKE DUO PRINTS LTD	06/18/2024	Regular	0.00	1,670.84	102644
1108	Invoice	05/31/2024	REC-T-SHIRTS FOR 5K-REC CENTER	0.00	1,339.80	
1111	Invoice	06/05/2024	REC-STAFF SHIRTS (UNIFORMS)-REC CENT...	0.00	331.04	
000445	EWING IRRIGATION PRODUCTS INC	06/18/2024	Regular	0.00	52.81	102645
22470264	Invoice	06/03/2024	GOLF-POLYSPUN FABRIC/STAPLES-MAINT	0.00	52.81	
002088	GoTo TECHNOLOGIES USA, INC.	06/18/2024	Regular	0.00	3,840.00	102646
1209122074	Invoice	06/01/2024	Annual Renewal GoTo Meeting Business	0.00	576.00	
1209175674	Invoice	06/01/2024	Annual Renewal GoTo Meeting Business	0.00	2,304.00	
1209181902	Invoice	06/01/2024	Annual Renewal GoTo Meeting Business	0.00	960.00	
000546	GREEN MILL SPORTSMAN'S CLUB	06/18/2024	Regular	0.00	450.00	102647
120	Invoice	06/04/2024	GF-OFFICER TRAINING-PD	0.00	450.00	
000567	HIGH COUNTRY BEVERAGE CORP	06/18/2024	Regular	0.00	100.00	102648
W6822574	Invoice	06/10/2024	GOLF-BEVERAGES-PRO SHOP	0.00	100.00	
003120	HUDSON LOCKERS, INC	06/18/2024	Regular	0.00	337.50	102649
412	Invoice	06/06/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	337.50	
003573	INFUSION TECHNOLOGY, INC.	06/18/2024	Regular	0.00	100.00	102650
06042024-98	Invoice	06/04/2024	GOLF-SHIPPING/FREIGHT FOR REPAIR-MA...	0.00	100.00	
002977	JOSEPH ELLIOTT USA LLC	06/18/2024	Regular	0.00	482.39	102651
25346	Invoice	06/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	482.39	
003575	JUAN RAMOS	06/18/2024	Regular	0.00	34.83	102652
2007483.001	Invoice	06/04/2024	REC-MONTLY PASS MEMBERSHIP REFUND...	0.00	34.83	
003576	KARINA RODRIGUEZ	06/18/2024	Regular	0.00	380.00	102653
2007486.001	Invoice	06/07/2024	REC-ROOM RENTAL REFUND-REC CENTER	0.00	380.00	
000716	LEONARD B. MEDOFF, Ph.D.	06/18/2024	Regular	0.00	350.00	102654
051824	Invoice	05/18/2024	PRE-EMPLOYMENT EVALUATION-PD	0.00	350.00	

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003311	LINKSOUL, LLC	06/18/2024	Regular	0.00	1,801.63	102655
328986	Invoice	05/31/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,801.63	
003578	NEW ENERGY STRUCTURES	06/18/2024	Regular	0.00	320.00	102656
2007491.00	Invoice	06/12/2024	REC-ROOM RENTAL REFUND-	0.00	320.00	
000913	POTESTIO BROTHERS EQUIPMENT	06/18/2024	Regular	0.00	1,628.83	102657
14795K	Invoice	05/02/2024	GOLF-PARTS-MAINT	0.00	1,477.07	
53753P	Invoice	05/21/2024	GOLF-PARTS-MAINT	0.00	36.29	
53762P	Invoice	05/21/2024	GOLF-PARTS-MAINT	0.00	115.47	
000916	PRAIRIE MOUNTAIN MEDIA	06/18/2024	Regular	0.00	1,832.00	102658
0000385918	Invoice	05/31/2024	REC-SUMMER BROCHURE PRINTING-REC ...	0.00	1,832.00	
001643	PROCEDURE INC	06/18/2024	Regular	0.00	69,393.78	102659
404740	Invoice	06/01/2024	GF-BUILDING PERMIT SERVICES/PLAN REV...	0.00	28,599.54	
465799	Invoice	05/31/2024	GF-BUILDING PERMIT SERVICES/PLAN REV...	0.00	40,794.24	
000928	PUSH PEDAL PULL, INC	06/18/2024	Regular	0.00	315.00	102660
383628	Invoice	05/31/2024	REC-MOTOR WIRES/REPAIRS TO ROWING...	0.00	315.00	
003155	SHIRTS BY CHA LLC	06/18/2024	Regular	0.00	55.00	102661
2685	Invoice	06/05/2024	REC-BANNER FOR 5K-REC CENTER	0.00	55.00	
001022	SOUTHERN GLAZER'S OF CO	06/18/2024	Regular	0.00	266.12	102662
3449976	Invoice	06/05/2024	GOLF-BEVERAGES-PRO SHOP	0.00	266.12	
001040	STERICYCLE	06/18/2024	Regular	0.00	35.00	102663
8007427381	Invoice	06/10/2024	GF-SHREDDING SERVICE-CITY CL	0.00	35.00	
003297	SWEET PEA CLEANING, LLC	06/18/2024	Regular	0.00	2,924.00	102664
8519	Invoice	06/01/2024	REC-APRIL 2024 LOCKER ROOM CLEANING..	0.00	1,496.00	
8629	Invoice	06/01/2024	REC-JUNE LOCKER ROOM CLEANING-REC ...	0.00	1,428.00	
001052	SWIRE COCA-COLA, USA	06/18/2024	Regular	0.00	636.64	102665
41704970007	Invoice	06/07/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	636.64	
003574	THE BUFFALO SOLDIERS OF THE AMERICAN WE	06/18/2024	Regular	0.00	5,000.00	102666
060324	Invoice	06/03/2024	GF-FIELD OF HONOR BENEFICIATRY -COM ...	0.00	5,000.00	
001104	TOSHIBA BUSINESS SOLUTIONS	06/18/2024	Regular	0.00	179.90	102667
2253305	Invoice	06/06/2024	GF-HEAVY WEIGHT COATED COLOR BOND...	0.00	179.90	
002132	VECTOR DISEASE CONTROL	06/18/2024	Regular	0.00	3,449.75	102668
PI-A00014292	Invoice	06/01/2024	Mosquito Control	0.00	3,449.75	
003579	WATTS HYDRAULICS ACQUISITION CORPORATIC	06/18/2024	Regular	0.00	397.00	102669
7211403	Invoice	05/31/2024	GOLF-PARTS-MAINT	0.00	397.00	
001189	WELD COUNTY ACCTG DEPART	06/18/2024	Regular	0.00	7,349.85	102670
MAY2024	Invoice	06/01/2024	GF-MAY 2024 FUEL CHARGES-	0.00	7,349.85	
001207	WESTERN DISTRIBUTING INC	06/18/2024	Regular	0.00	278.64	102671
799245	Invoice	06/07/2024	GOLF-BEVERAGES-PRO SHOP	0.00	278.64	
001208	WHITE BEAR ANKELE TANAKA & WALDRON	06/18/2024	Regular	0.00	3,887.31	102672
35103	Invoice	05/31/2024	GF-SPECIAL DIST POLICY REVISIONS-LEGAL	0.00	3,887.31	

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000024	ACE HARDWARE OF FORT LUPTON	06/11/2024	EFT	0.00	184.53	9001505
103026/1	Invoice	05/31/2024	GOLF-SUPPLIES-PRO SHOP	0.00	64.99	
103394/1	Invoice	05/01/2024	GOLF-APPLIANCE EXPOXY-PRO SHOP	0.00	21.98	
103489/1	Invoice	05/31/2024	GOLF-LONG NOSE PLIERS-PRO SHOP	0.00	18.99	
103567/1	Invoice	05/31/2024	GOLF-FLOORWAX STRIPPER/ALKALINE BA...	0.00	25.98	
103600/1	Invoice	05/31/2024	GOLF-KWIKSET KEY-PRO SHOP	0.00	2.99	
103619/1	Invoice	05/31/2024	GOLF-FLYING INSECT KILLER-PRO SHOP	0.00	8.00	
104105/1	Invoice	05/31/2024	GOLF-PINCH CLAMP, PLUG INSERT, CLAM...	0.00	41.60	
003355	ADOLFSON & PETERSON CONSTRUCTION	06/11/2024	EFT	0.00	269,163.52	9001506
01	Invoice	06/01/2024	COM CENTER PARK RENO	0.00	62,996.90	
05	Invoice	05/31/2024	COM CENTER PARK RENO	0.00	206,166.62	
003196	AMAZE HEALTH	06/11/2024	EFT	0.00	1,785.00	9001507
INV-6187	Invoice	05/31/2024	GF-MONTHLY USER FEES-MISC	0.00	1,785.00	
001293	AMAZON.COM	06/11/2024	EFT	0.00	421.39	9001508
1N1L-PHP9-91QM	Invoice	06/05/2024	GF-Office Supplies-Finance	0.00	295.40	
1YMW-1PH6-6T39	Invoice	06/05/2024	Amazon Orders	0.00	125.99	
001820	BADGER METER	06/11/2024	EFT	0.00	2,185.24	9001509
80161024	Invoice	05/29/2024	UF-BEACON METER HOSTING-	0.00	2,185.24	
000339	CTL THOMPSON, INC	06/11/2024	EFT	0.00	2,184.00	9001510
707286	Invoice	05/31/2024	RC-CONSTRUCTION OBSERVATION & MAT...	0.00	1,164.00	
707294	Invoice	05/31/2024	Community Park Renovation - COMT	0.00	1,020.00	
002723	EAGLE ROCK COMPANY OF COLO	06/11/2024	EFT	0.00	2,343.06	9001511
12651488	Invoice	05/28/2024	GOLF-BEVERAGES-PRO SHOP	0.00	221.00	
12651811	Invoice	05/28/2024	GOLF-BEVERAGES-PRO SHOP	0.00	517.30	
12653445	Invoice	05/28/2024	GOLF-BEVERAGES-PRO SHOP	0.00	164.40	
12673471	Invoice	06/03/2024	GOLF-BEVERAGES-PRO SHOP	0.00	603.60	
12673472	Invoice	06/03/2024	GOLF-BEVERAGES-PRO SHOP	0.00	69.60	
12673473	Invoice	06/03/2024	GOLF-BEVERAGES-PRO SHOP	0.00	602.76	
12676355	Invoice	06/03/2024	GOLF-BEVERAGES-PRO SHOP	0.00	164.40	
000536	GOLF AND SPORT SOLUTIONS LLC	06/11/2024	EFT	0.00	873.71	9001512
47517	Invoice	05/28/2024	GOLF-TONS OF FINE SAND-MAINT	0.00	873.71	
002674	HAYES POZNANOVIC KORVER, LLC	06/11/2024	EFT	0.00	1,767.00	9001513
50499	Invoice	06/05/2024	WST-MAY 2024 LEGAL FEES-WATER	0.00	1,767.00	
000783	MEANDERING WITH MARY	06/11/2024	EFT	0.00	175.00	9001514
050924	Invoice	05/09/2024	CPR-MAY CASINO TRIP-SENIORS	0.00	175.00	
000855	NORTHERN COLO CONSTRUCTORS	06/11/2024	EFT	0.00	166,536.32	9001515
02	Invoice	06/01/2024	UF-Water Meter Replacement Program-W...	0.00	79,682.49	
3	Invoice	05/31/2024	UF-Water Meter Replacement Program-W...	0.00	86,853.83	
000862	O'REILLY AUTO PARTS	06/11/2024	EFT	0.00	40.39	9001516
4489-124912	Invoice	06/01/2024	GF-MICRO VBELT, PARTS-ENG	0.00	8.61	
4489-135453	Invoice	06/01/2024	GF-REMN STR PMP-ENG	0.00	138.42	
4489-135996	Credit Memo	05/03/2024	GF-CREDIT FOR RETURN OF REMN STR PM...	0.00	-133.95	
4489-137600	Invoice	05/10/2024	GOLF-BALL MOUNT-MAINT	0.00	61.99	
4489-140625	Invoice	05/23/2024	GF-GLASS CLEANER-	0.00	35.94	
4489-142614	Credit Memo	05/31/2024	GF-CREDIT FOR RETURN OF SUPPLIES-ENG	0.00	-8.61	
4489-143185	Invoice	06/03/2024	GOLF-HYD FILTER-MAINT	0.00	7.97	
4489-143570	Credit Memo	06/04/2024	GOLF-CREDIT FOR RETURN OF BALL MOU...	0.00	-61.99	
4489-143582	Credit Memo	06/04/2024	GF-FINAL CREDIT FOR RETURN-ENG	0.00	-4.47	
OSO0336699	Credit Memo	05/30/2024	GF-CREDIT FOR OVERPAYMENT-PW SHOP	0.00	-3.52	
000931	R & L TIRES	06/11/2024	EFT	0.00	50.00	9001517
53243	Invoice	05/29/2024	GF-TIRE REPAIR/DISMOUNT-STREETS	0.00	30.00	

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53292	Invoice	05/31/2024	GF-TIRE REPAIR-STREETS	0.00	20.00	
003150	REDI SERVICES, LLC	06/11/2024	EFT	0.00	200.00	9001518
0000097144	Invoice	05/31/2024	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	200.00	
000999	SHAMROCK FOODS COMPANY	06/11/2024	EFT	0.00	4,060.48	9001519
30825541	Invoice	06/03/2024	GOLF-FOOD/PRE[ACKAGED FOOD/BEVER...	0.00	4,060.48	
001101	TODD HODGES DESIGN, LLC	06/11/2024	EFT	0.00	9,295.00	9001520
3606	Invoice	06/03/2024	GF-PLANNING SERVICES MAY 20-JUNE 2, ...	0.00	9,295.00	
001126	TYLER TECHNOLOGIES	06/11/2024	EFT	0.00	12,050.41	9001521
130-145813	Invoice	06/05/2024	Brazos eCitation Maintenance 06012024-...	0.00	335.52	
130-147002	Invoice	05/28/2024	Brazos Annual Maintenance 06/24 - 05/25	0.00	11,714.89	
000027	ACTIVE NETWORK	06/18/2024	EFT	0.00	125.82	9001522
CB202405_00227	Invoice	05/31/2024	REC-CHARGEBACKS:CREDIT CARDS:WSS	0.00	125.82	
000048	AIRGAS USA LLC	06/18/2024	EFT	0.00	20.56	9001523
5508491440	Invoice	06/30/2024	GOLF-OXYGEN/ACETYLENE-MAINT	0.00	20.56	
001293	AMAZON.COM	06/18/2024	EFT	0.00	636.18	9001524
1764-7MJ1-7LXX	Invoice	06/05/2024	GF-MISC ITEMS-PD	0.00	379.70	
1CHN-H3FC-76WC	Invoice	06/05/2024	GF-MISC ITEMS-	0.00	256.48	
001820	BADGER METER	06/18/2024	EFT	0.00	99,688.44	9001525
1662158	Invoice	06/04/2024	UF-METERS AND ACCESSORIES-W LINES	0.00	4,020.94	
1663270	Invoice	06/10/2024	UF-NEW METERS AND ENDPOINTS-W LINES	0.00	95,667.50	
002122	BURNS & MCDONNELL ENGINEERING CO INC	06/18/2024	EFT	0.00	17,677.50	9001526
169164-2	Invoice	06/05/2024	UF-LIFT STATION/FORCE MAIN PROJECT R...	0.00	17,677.50	
003417	DATA CENTER WAREHOUSE, LLC	06/18/2024	EFT	0.00	8,480.34	9001527
INVD202180	Invoice	06/07/2024	Dell Precision 3680 Towers	0.00	8,480.34	
002723	EAGLE ROCK COMPANY OF COLO	06/18/2024	EFT	0.00	911.23	9001528
12700890	Invoice	06/10/2024	GOLF-BEVERAGES-PRO SHOP	0.00	297.15	
12700891	Invoice	06/10/2024	GOLF-BEVERAGES-PRO SHOP	0.00	486.40	
12703695	Invoice	06/10/2024	GOLF-BEVERAGES-PRO SHOP	0.00	127.68	
000425	ELEVATION COFFEE TRADERS	06/18/2024	EFT	0.00	157.00	9001529
107349	Invoice	06/04/2024	GOLF-COFFEE-PRO SHOP	0.00	157.00	
003203	MIDWEST CONNECT LLC	06/18/2024	EFT	0.00	351.28	9001530
655850	Invoice	05/24/2024	GF-INK FOR MAILING MACHINE-ADMIN	0.00	351.28	
002195	MINUTEMAN PRESS	06/18/2024	EFT	0.00	187.14	9001531
40024	Invoice	05/31/2024	GF-BUSINESS CARDS-PD	0.00	187.14	
000862	O'REILLY AUTO PARTS	06/18/2024	EFT	0.00	55.60	9001532
4489-145132	Invoice	06/11/2024	GOLF-OIL FILTERS/DEGREASER-MAINT	0.00	55.60	
000931	R & L TIRES	06/18/2024	EFT	0.00	115.38	9001533
53287	Invoice	05/30/2024	GF-TIRE REPAIR/MAINTENANCE-PARKS	0.00	115.38	
000932	R & M SERVICES	06/18/2024	EFT	0.00	125.10	9001534
10827	Invoice	05/13/2024	GF-VEHICLE MAINTENANCE-PD	0.00	115.10	
10828	Invoice	05/24/2024	GF-TIRE REPAIR-PD	0.00	10.00	
003150	REDI SERVICES, LLC	06/18/2024	EFT	0.00	2,400.00	9001535
0000097143	Invoice	05/31/2024	GF-PORTABLE TOILET SERVICE COMMUNI...	0.00	400.00	
0000097145	Invoice	05/31/2024	GF-PORTABLE TOILET SERVICE ((PEARSON ...	0.00	1,600.00	
0000097146	Invoice	05/31/2024	GF-PORTABLE TOILET SERVICE (HERITAGE ...	0.00	200.00	
0000097147	Invoice	05/31/2024	GF-PORTABLE TOILET SERVICE (DOG PARK)...	0.00	200.00	
000999	SHAMROCK FOODS COMPANY	06/18/2024	EFT	0.00	2,732.19	9001536

Council Check Report

Date Range: 06/05/2024 - 06/18/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
30839353	Invoice	06/06/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	113.36	
31044344	Invoice	06/07/2024	GOLF-FOOD/PERPACKAGED FOOD-PRO S...	0.00	192.71	
31048819	Invoice	06/10/2024	GOLF-FOOD/PREPACKAGED FOOD/BEVAR...	0.00	2,426.12	
003411	ULTIMATE DENT REMOVAL LLP	06/18/2024	EFT	0.00	625.00	9001537
2045	Invoice	05/28/2024	GF-COLLISION RPR RELATED TO CIRCA CLM..	0.00	625.00	
000119	BANK OF COLORADO	06/14/2024	Bank Draft	0.00	7,043.71	DFT0002408
INV0001590	Invoice	06/14/2024	HSA DISTRIBUTION	0.00	7,043.71	
000119	BANK OF COLORADO	06/14/2024	Bank Draft	0.00	790.83	DFT0002409
INV0001591	Invoice	06/14/2024	HSA DISTRIBUTION	0.00	790.83	
001416	VALIC_1	06/14/2024	Bank Draft	0.00	46,714.67	DFT0002410
INV0001592	Invoice	06/14/2024	VALIC - 457(b) \$ Contributions	0.00	46,714.67	
001265	IRS	06/14/2024	Bank Draft	0.00	85,668.75	DFT0002411
INV0001593	Invoice	06/14/2024	Federal Withholding	0.00	85,668.75	
001418	CO DEPARTMENT OF REVENUE	06/14/2024	Bank Draft	0.00	14,549.00	DFT0002412
INV0001594	Invoice	06/14/2024	CO Withholding	0.00	14,549.00	
001265	IRS	06/13/2024	Bank Draft	0.00	23.86	DFT0002413
INV0001595	Invoice	06/13/2024	Federal Withholding	0.00	23.86	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	234	97	0.00	754,602.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	6	6	0.00	154,790.82
EFT's	70	33	0.00	607,603.81
	310	142	0.00	1,516,997.38

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	234	97	0.00	754,602.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	6	6	0.00	154,790.82
EFT's	70	33	0.00	607,603.81
	310	142	0.00	1,516,997.38

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	6/2024	1,516,997.38
			1,516,997.38

**RECORD OF PROCEEDINGS
MARIJUANA LICENSING AUTHORITY
June 4, 2024**

The Marijuana Licensing Authority of the City of Fort Lupton met at the City Complex, 130 South McKinley Avenue, on Tuesday, June 4, 2024. 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

Kaela Dunston, Deputy City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Bruce Fitzgerald, Carlos Barron, Chris Ceretto and Valerie Blackston. David Crespino and Claud Hanes were absent.

Also present were City Administrator, Chris Cross, Deputy City Clerk, Kaela Dunston, Interim Chief of Police, William Carnes, Planning Director, Todd Hodges, City Attorney, Andy Ausmus and Finance Director, Leann Perino.

CONSENT AGENDA

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

- May 21, 2024 Marijuana Licensing Authority Meeting Minutes

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-008 Approving the Regulated Marijuana Business License Renewal Application Submitted by Carretera Ocho Cinco, LLC dba Silver Stem Fine Cannabis for a Retail Marijuana Business

On February 23, 2024, Carretera Ocho Cinco, LLC dba Silver Stem Fine Cannabis was issued a Retail Marijuana Business License after meeting the conditions of approval imposed by the City Council on April 5, 2022. The license expires on July 7, 2024, and is now up for renewal.

An on-site inspection was completed by the Fort Lupton Police Department and the department has indicated no concerns.

The Finance Department has indicated that taxes are currently being paid monthly and on time to the City.

All applicable fees have been paid by the applicant including the annual renewal and operating fee in the amount of \$5,000.

**RECORD OF PROCEEDINGS
MARIJUANA LICENSING AUTHORITY
June 4, 2024**

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to approve the Regulated Marijuana Business License Renewal Application Submitted by Carretera Ocho Cinco, LLC dba Silver Stem Fine Cannabis for a Retail Marijuana Business. Motion carried unanimously on roll call vote.

ADJOURNMENT

The meeting adjourned at 6:03 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 4, 2024**

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 Tuesday, June 4, 2024. Mayor Zo Hubbard called the meeting to order at 6:04 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

Also present were City Administrator, Chris Cross, Deputy City Clerk, Kaela Dunston, Finance Director, Leann Perino, Planning Director, Todd Hodges, Interim Chief of Police, William Carnes and City Attorney, Andy Ausmus.

PERSONS TO ADDRESS COUNCIL

Adrienne Sandoval, Former Mayor of Platteville, introduced herself to Council and stated she is running for Weld County Commissioner in District 3.

APPROVAL OF AGENDA

It was moved by Chris Ceretto and seconded by Valerie Blackston to approve the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the June 4, 2024, 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:

- May 21, 2024 City Council Meeting Minutes
- Ratify the Mayor's Signature as the Consenting Party to an Agreement to Trade Augmentation Station Capacity between Tri-State Generation and United Water and Sanitation District on Behalf of the City of Fort Lupton Utility Enterprise Board (AM 2024-093)
- Ratify the Mayors Signature on the Contract with Best Cleaner Disposal, Inc. (BCD) for Trash Service to City Owned Facilities (AM 2024-094)

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 4, 2024**

- Approving Resolution 2024R030 RATIFYING THE APPOINTMENT OF SIERRA FEDDER AS A MEMBER OF THE FORT LUPTON URBAN RENEWAL AUTHORITY TO SERVE AS THE ALTERNATE MEMBER FOR A TERM EXPIRING JUNE 4, 2029 (AM 2024-095)
- Approving a School Resource Officer Pay Increase and Promotion, Effective August 2024 (AM 20204-096)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-097 Approving the Purchase of Three Chevy Police Vehicles in the Amount of \$152,652.00

Fort Lupton Police Department is purchasing three Chevy Police Tahoes to replace aging fleet vehicles. The vehicles were purchased through the government bid process, at a cost of \$50,884 per vehicle. Costs of vehicle upfit and associated equipment were in a separate AM.

Funding for this purchase was included in the approved 2024 Police Department Capital Expenditure budget.

It was moved by Valerie Blackston and seconded by Carlos Barron Approving the Purchase of Three Chevy Police Vehicles in the Amount of \$152,652.00. Motion passed unanimously on roll call vote.

STAFF REPORTS

There were no reports from staff.

MAYOR/COUNCIL REPORTS

Councilmember Carlos Barron, stated he will try to be at the Sphere Renewables ribbon cutting tomorrow, June 5, 2024.

Councilmember Bruce Fitzgerald, stated he donated blood on June 3, 2024. He also stated he will be having radon mitigation installed in his home and encouraged others to get their radon levels tested in their homes.

FUTURE CITY EVENTS

June 5, 2024 Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 4, 2024**

June 7, 2024 Jon Mays Memorial Fore Youth Golf Tournament- Coyote Creek
Golf Course, 222 Clubhouse Drive, 8:00 a.m.

June 15, 2024 Summer Sizzle 5k- Railroad Park, 8:00 a.m.

June 19, 2024 Welcome Wednesday - Community Development Office
1200 Dexter St. Unit W13, 7:30 a.m. – 9:00 a.m.

July 6, 2024 Independence Day Celebration – Community Park, Fort
Lupton Recreation Center, 203 S. Harrison Ave.

UPCOMING MEETINGS

June 11, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
June 18, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
June 25, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
July 2, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:16 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

ORDINANCE NO. 2024-1167

INTRODUCED BY: BRUCE FITZGERALD

ADOPT AN ORDINANCE REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE 100-114 MCKINLEY AVE CHANGE OF ZONE, TO THE R-1A SINGLE- AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of May 2024.

PUBLISHED in the Fort Lupton Press the 30th day of May 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 18th day of June 2024.

PUBLISHED BY TITLE ONLY the 27th day of June 2024.

EFFECTIVE (after publication) the 27th day of July 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Authorize the Mayor to Execute an Agreement for the Sale of NISP to Fort Collins-Loveland Water District and the Related Petition to Northern for a Decrease of Fort Lupton Participation.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

With the purchase of the 10 units of Windy Gap from PRPA, city council authorized staff to pursue selling additional participation in the NISP project. The City has been working with Fort Collins-Loveland Water District on an agreement to sell 1000 units. The price per unit is \$4,200 totaling \$4,200,000. Approving agreement will place the transfer on the Northern Water board's agenda. The finalized document will become a part of this action once completed.

FINANCIAL CONSIDERATIONS

The Utility Water Fund will receive \$4.2 million in revenue. This sale will reduce our estimated 2025 assessment by \$1 million.

LEGAL/POLITICAL CONSIDERATIONS

The City attorneys have reviewed and approved the agreement.

ALTERNATIVES/OPTIONS

Approve the Sale
Approve a Different Amount
Don't Approve

STAFF RECOMMENDATIONS

Staff recommends approval of the agreement.

Attachments: a. Agreement with Fort Collins-Loveland Water District
 b. Petition to amend our participation in the NISP project

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

AGREEMENT TO TRANSFER NISP UNITS TO EXISTING NISP PARTICIPANT

THIS AGREEMENT TO TRANSFER NISP UNITS TO EXISTING NISP PARTICIPANT (this “Agreement”) is entered into as of the most recent date written below, by and between the CITY OF FORT LUPTON UTILITY ENTERPRISE (the “City”), and the FORT COLLINS-LOVELAND WATER DISTRICT, acting by and through its Water Activity Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) (the District and the City being singularly referred to as a “Party” and collectively referred to as the “Parties”).

WHEREAS, each Party is an existing participant in the water project being developed by the Northern Integrated Supply Project Water Activity Enterprise, owned by the Northern Colorado Water Conservancy District (“NISP Enterprise”); and

WHEREAS, the City is a participant in the Northern Integrated Supply Project (“NISP”), its participation presently being the right to 2,050 NISP Units (“NISP Unit” to have the definition given in the Fort Lupton Phase I Agreement described below), as defined by and subject to a series of agreements with the NISP Enterprise, most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of December 31, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (the “Fort Lupton Phase 1 Agreement”) (collectively, the “Fort Lupton Participation Agreements”); and

WHEREAS, the District also is a participant in NISP, its participation presently being the right to 3,400 NISP Units, as defined by and subject to a series of agreements with the NISP Enterprise, most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of February 13, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (the “Fort Collins-Loveland Phase 1 Agreement”) (collectively, the “Fort Collins–Loveland Participation Agreements”); and

WHEREAS, due to each Party’s evolving needs, the City desires to transfer a portion of its NISP Units to the District, as further described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Transfer of NISP Units. Subject to approval by the NISP Enterprise, the City agrees to transfer to the District 1,000 NISP Units, as further described in the form of Petition to Amend NISP Participation Agreements to Decrease Participation by 1,000

NISP Units (the “City Petition”) and the form of Petition to Amend NISP Participation Agreements to Increase Participation by 1,000 NISP Units (the “District Petition”), both of which are attached hereto as Exhibit A and incorporated herein by this reference, together with the City’s share of rights and obligations for the 1,000 NISP Units under the Fort Lupton Participation Agreements (the Participation Interest”).

2. Purchase Price. The District agrees to pay the City \$4,200.00 per NISP Unit, for a total amount of \$4,200,000.00 (the “Purchase Price”).

3. Closing. The closing of the transaction described herein shall occur at a location and on a date and time mutually acceptable to the Parties, but no later than 30 days after the date on which the NISP Enterprise approves the transfer of the 1000 NISP Units. At closing, the City shall deliver to the District the executed City Petition, and the District shall deliver to the City (a) the executed District Petition, and (b) the Purchase Price in the form of electronic transfer funds.

4. Assumption of NISP Obligations. Upon closing, the District shall assume responsibility for all obligations associated with the Participation Interest, including but not limited to assessments (defined as any charge levied on participants in NISP by the Northern Colorado Water Conservancy District and NISP Enterprise).

5. Transfer Fees. The Parties will pay equal contributions to NISP transfer fees anticipated to total \$500 (\$250 for each Party).

6. Approval by NISP Enterprise. This Agreement shall terminate, and the Parties shall be relieved of their obligations hereunder, if the NISP Enterprise does not approve the transfer of the NISP Units on or before November 1, 2024.

7. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail, postage prepaid, to the Parties at the addresses listed below:

To the City: City of Fort Lupton
Attn: Chris Cross, City Administrator
130 S. McKinley
Fort Lupton, CO 80621

With a copy to: Hayes Poznanovic Korver LLC
Attn: Matt Poznanovic
700 17th Street, Suite 1800
Denver, CO 80202

To the District: Fort Collins-Loveland Water District
Attn: Chris Pletcher, General Manager
5150 Snead Drive
Fort Collins, CO 80525

With a copy to: Collins Cole Flynn Winn & Ulmer, PLLC
Attn: Allison C. Ulmer
165 S. Union Blvd., Suite 785
Lakewood, CO 80228

8. Amendments. This Agreement may be amended only by written document signed by the Parties.

9. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be affected thereby.

10. Entire Agreement. This Agreement embodies the complete agreement between the Parties regarding the subject matter herein and supersedes all prior agreements and understandings, if any.

11. No Third-Party Beneficiaries. The Parties do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties, shall have any right, legal or equitable, to enforce any provision of this Agreement.

12. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

13. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but

all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

14. Sole Obligation of Utility Enterprise. This Agreement is the sole obligation of the Fort Lupton Utility Enterprise, and shall never constitute a general obligation or other indebtedness of the City of Fort Lupton, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution and the laws of the State of Colorado.

[Signature Page Follows]

CITY OF FORT LUPTON UTILITY
ENTERPRISE

By: _____
Mayor

Attest:

City Clerk

FORT COLLINS-LOVELAND WATER
DISTRICT, acting by and through its Water
Activity Enterprise, a quasi-municipal
corporation and political subdivision of the
State of Colorado

By: _____
James Borland, President

Attest:

Chris Pletcher, Secretary

EXHIBIT A
FORM OF CITY PETITION AND DISTRICT PETITION

[Attached]

**NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE**

**PETITION TO AMEND NISP PARTICIPATION AGREEMENTS TO
DECREASE PARTICIPATION BY 1,000 NISP UNITS**

WHEREAS, the City of Fort Lupton Utility Enterprise (the “City”), (hereinafter “Petitioner”), is a participant in the Northern Integrated Supply Project (“NISP”), its participation presently being the right to 2,050 NISP Units (“NISP Unit” to have the definition given in the Fort Lupton Phase I Agreement described below), as defined by and subject to a series of agreements with the Northern Integrated Supply Project Water Activity Enterprise (“NISP Enterprise”), most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of December 31, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (“Fort Lupton Phase I Agreement”) (collectively, the “Fort Lupton Participation Agreements”); and

WHEREAS, the Fort Collins–Loveland Water District, acting by and through its Water Activity Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado (“Fort Collins–Loveland”) also is a participant in NISP, its participation presently being the right to 3,400 NISP Units, as defined by and subject to a series of agreements with the NISP Enterprise, most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of February 13, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (“Fort Collins–Loveland Phase I Agreement”) (collectively, the “Fort Collins–Loveland Participation Agreements”); and

WHEREAS, Petitioner has agreed to transfer the right to 1,000 NISP Units, with its share of rights and obligations under the Fort Lupton Participation Agreements (the “Participation Interest”), to Fort Collins–Loveland, and in connection with such transfer Fort Collins–Loveland has concurrently herewith petitioned the Board to amend the Fort Collins–Loveland Participation Agreements to increase its participation by 1,000 NISP Units; and

WHEREAS, Fort Collins–Loveland agrees to assume all continuing obligations related to the Participation Interest to be transferred by Petitioner.

NOW, THEREFORE, pursuant to Section 9.2.1 of the Fort Lupton Phase I Agreement and Fort Collins–Loveland Phase I Agreement, Petitioner hereby requests that the Fort Lupton Participation Agreements be amended to decrease Petitioner’s water

EXHIBIT A

yield and share of rights and obligations by 1,000 NISP Units, to 1,050 NISP Units. All other terms and conditions of the Fort Lupton Participation Agreements shall remain unchanged and in full force and effect.

Respectfully submitted: _____, 2024.

CITY OF FORT LUPTON UTILITY
ENTERPRISE

By: _____
Mayor

Attest:

City Clerk

**ORDER OF THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE ON TOWN OF FORT LUPTON’S PETITION TO AMEND NISP
PARTICIPATION AGREEMENTS TO DECREASE PARTICIPATION BY 1,000
NISP UNITS**

Upon the Petition of the City of Fort Lupton Utility Enterprise (the “City”) (“Petitioner”), to Amend its Participation Agreements, and after considering said Application and Petition as required by law at a regular meeting held on _____, 2024, the Board of Directors of the Northern Integrated Supply Project Water Activity Enterprise, hereby orders that:

The Petition is GRANTED and the transfer of NISP Units is APPROVED pursuant to Section 9.2.1 of the Fort Lupton Phase I Agreement and Fort Collins–Loveland Phase I Agreement.

Petitioner’s Participation Agreements are hereby AMENDED to decrease its participation in NISP by 1,000 NISP Units, to 1,050 NISP Units. Petitioner is hereby released from any further obligations with respect to the 1,000 NISP Units transferred to Fort Collins–Loveland Water District. Exhibit A to the NISP Phase 1 Agreement Dated as of December 31, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants shall be amended to reflect such decrease in Petitioner’s participation in NISP. All other terms and conditions of Petitioner’s Participation Agreements shall be unchanged and remain in full force and effect.

Dated: _____, 2024.

NORTHERN INTEGRATED SUPPLY
PROJECT WATER ACTIVITY
ENTERPRISE

Bradley D. Wind, General Manager

**NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE**

**PETITION TO AMEND NISP PARTICIPATION AGREEMENTS TO INCREASE
PARTICIPATION BY 1,000 NISP UNITS**

WHEREAS, the Fort Collins–Loveland Water District, acting by and through its Water Activity Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter “Petitioner”), is a participant in the Northern Integrated Supply Project (“NISP”), its participation presently being the right to 3,400 NISP Units (“NISP Unit” to have the definition given in the Fort Collins–Loveland Phase I Agreement described below), as defined by and subject to a series of agreements with the Northern Integrated Supply Project Water Activity Enterprise (“NISP Enterprise”), most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of February 13, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (“Fort Collins–Loveland Phase I Agreement”) (collectively, the “Fort Collins–Loveland Participation Agreements”); and

WHEREAS, the City of Fort Lupton Utility Enterprise (“Fort Lupton”) also is a participant in NISP, its participation presently being the right to 2,050 NISP Units, as defined by and subject to a series of agreements with the NISP Enterprise, most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of December 31, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (“Fort Lupton Phase I Agreement”) (collectively, the “Fort Lupton Participation Agreements”); and

WHEREAS, Petitioner has agreed to acquire the right to 1,000 NISP Units, with its share of rights and obligations under the Fort Lupton Participation Agreements (the “Participation Interest”), from Fort Lupton, and in connection with such transfer Fort Lupton has concurrently herewith petitioned the Board to amend the Fort Lupton Participation Agreements to decrease its participation by 1,000 NISP Units; and

WHEREAS, Petitioner agrees to assume all continuing obligations related to the Participation Interest to be transferred by Fort Lupton.

NOW, THEREFORE, pursuant to Section 9.2.1 of the Fort Collins–Loveland Phase I Agreement and Fort Lupton Phase I Agreement, Petitioner hereby requests that the Fort Collins–Loveland Participation Agreements be amended to increase its water yield and share of rights and obligations by 1,000 NISP Units, to 4,400 NISP Units. All

EXHIBIT A

other terms and conditions of the Fort Collins–Loveland Participation Agreements shall remain unchanged and in full force and effect.

Respectfully submitted: _____, 2024.

FORT COLLINS-LOVELAND WATER
DISTRICT, acting by and through its Water
Activity Enterprise, a quasi-municipal
corporation and political subdivision of the
State of Colorado

By: _____
James Borland, President

Date: _____

Attest:

Chris Pletcher, Secretary

**ORDER OF THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE ON FORT COLLINS–LOVELAND WATER DISTRICT’S
PETITION TO AMEND NISP PARTICIPATION AGREEMENTS TO INCREASE
PARTICIPATION BY 1,000 NISP UNITS**

Upon the Petition of The Fort Collins–Loveland Water District, acting by and through its Water Activity Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado (“Petitioner”), to Amend its Participation Agreements, and after considering said Application and Petition as required by law at a regular meeting held on _____, 2024, the Board of Directors of the Northern Integrated Supply Project Water Activity Enterprise, hereby orders that:

The Petition is GRANTED and the transfer of NISP Units is APPROVED pursuant to Section 9.2.1 of the Fort Collins–Loveland Phase I Agreement and Fort Lupton Phase I Agreement.

Petitioner’s Participation Agreements are hereby AMENDED to increase its participation in NISP by 1,000 NISP Units, to 4,400 NISP Units. Petitioner hereby assumes all obligations with respect to the 1,000 NISP Units transferred to Petitioner by Fort Lupton. Exhibit A to the NISP Phase 1 Agreement Dated as of February 13, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants shall be amended to reflect such increase in Petitioner’s participation in NISP. All other terms and conditions of Petitioner’s Participation Agreements shall be unchanged and remain in full force and effect.

Dated _____, 2024.

NORTHERN INTEGRATED SUPPLY
PROJECT WATER ACTIVITY
ENTERPRISE

Bradley D. Wind, General Manager

**NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE**

**PETITION TO AMEND NISP PARTICIPATION AGREEMENTS TO
DECREASE PARTICIPATION BY 1,000 NISP UNITS**

WHEREAS, the City of Fort Lupton Utility Enterprise (the “City”), (hereinafter “Petitioner”), is a participant in the Northern Integrated Supply Project (“NISP”), its participation presently being the right to 2,050 NISP Units (“NISP Unit” to have the definition given in the Fort Lupton Phase I Agreement described below), as defined by and subject to a series of agreements with the Northern Integrated Supply Project Water Activity Enterprise (“NISP Enterprise”), most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of December 31, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (“Fort Lupton Phase I Agreement”) (collectively, the “Fort Lupton Participation Agreements”); and

WHEREAS, the Fort Collins–Loveland Water District, acting by and through its Water Activity Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado (“Fort Collins–Loveland”) also is a participant in NISP, its participation presently being the right to 3,400 NISP Units, as defined by and subject to a series of agreements with the NISP Enterprise, most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of February 13, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (“Fort Collins–Loveland Phase I Agreement”) (collectively, the “Fort Collins–Loveland Participation Agreements”); and

WHEREAS, Petitioner has agreed to transfer the right to 1,000 NISP Units, with its share of rights and obligations under the Fort Lupton Participation Agreements (the “Participation Interest”), to Fort Collins–Loveland, and in connection with such transfer Fort Collins–Loveland has concurrently herewith petitioned the Board to amend the Fort Collins–Loveland Participation Agreements to increase its participation by 1,000 NISP Units; and

WHEREAS, Fort Collins–Loveland agrees to assume all continuing obligations related to the Participation Interest to be transferred by Petitioner.

NOW, THEREFORE, pursuant to Section 9.2.1 of the Fort Lupton Phase I Agreement and Fort Collins–Loveland Phase I Agreement, Petitioner hereby requests that the Fort Lupton Participation Agreements be amended to decrease Petitioner’s water

yield and share of rights and obligations by 1,000 NISP Units, to 1,050 NISP Units. All other terms and conditions of the Fort Lupton Participation Agreements shall remain unchanged and in full force and effect.

Respectfully submitted: _____, 2024.

CITY OF FORT LUPTON UTILITY
ENTERPRISE

By: _____
Mayor

Attest:

City Clerk

**ORDER OF THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE ON TOWN OF FORT LUPTON’S PETITION TO AMEND NISP
PARTICIPATION AGREEMENTS TO DECREASE PARTICIPATION BY 1,000
NISP UNITS**

Upon the Petition of the City of Fort Lupton Utility Enterprise (the “City”) (“Petitioner”), to Amend its Participation Agreements, and after considering said Application and Petition as required by law at a regular meeting held on _____, 2024, the Board of Directors of the Northern Integrated Supply Project Water Activity Enterprise, hereby orders that:

The Petition is GRANTED and the transfer of NISP Units is APPROVED pursuant to Section 9.2.1 of the Fort Lupton Phase I Agreement and Fort Collins–Loveland Phase I Agreement.

Petitioner’s Participation Agreements are hereby AMENDED to decrease its participation in NISP by 1,000 NISP Units, to 1,050 NISP Units. Petitioner is hereby released from any further obligations with respect to the 1,000 NISP Units transferred to Fort Collins–Loveland Water District. Exhibit A to the NISP Phase 1 Agreement Dated as of December 31, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants shall be amended to reflect such decrease in Petitioner’s participation in NISP. All other terms and conditions of Petitioner’s Participation Agreements shall be unchanged and remain in full force and effect.

Dated: _____, 2024.

NORTHERN INTEGRATED SUPPLY
PROJECT WATER ACTIVITY
ENTERPRISE

Bradley D. Wind, General Manager

**NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE**

**PETITION TO AMEND NISP PARTICIPATION AGREEMENTS TO INCREASE
PARTICIPATION BY 1,000 NISP UNITS**

WHEREAS, the Fort Collins–Loveland Water District, acting by and through its Water Activity Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter “Petitioner”), is a participant in the Northern Integrated Supply Project (“NISP”), its participation presently being the right to 3,400 NISP Units (“NISP Unit” to have the definition given in the Fort Collins–Loveland Phase I Agreement described below), as defined by and subject to a series of agreements with the Northern Integrated Supply Project Water Activity Enterprise (“NISP Enterprise”), most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of February 13, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (“Fort Collins–Loveland Phase I Agreement”) (collectively, the “Fort Collins–Loveland Participation Agreements”); and

WHEREAS, the City of Fort Lupton Utility Enterprise (“Fort Lupton”) also is a participant in NISP, its participation presently being the right to 2,050 NISP Units, as defined by and subject to a series of agreements with the NISP Enterprise, most recently being (1) the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project, and (2) the NISP Phase 1 Agreement dated as of December 31, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants (“Fort Lupton Phase I Agreement”) (collectively, the “Fort Lupton Participation Agreements”); and

WHEREAS, Petitioner has agreed to acquire the right to 1,000 NISP Units, with its share of rights and obligations under the Fort Lupton Participation Agreements (the “Participation Interest”), from Fort Lupton, and in connection with such transfer Fort Lupton has concurrently herewith petitioned the Board to amend the Fort Lupton Participation Agreements to decrease its participation by 1,000 NISP Units; and

WHEREAS, Petitioner agrees to assume all continuing obligations related to the Participation Interest to be transferred by Fort Lupton.

NOW, THEREFORE, pursuant to Section 9.2.1 of the Fort Collins–Loveland Phase I Agreement and Fort Lupton Phase I Agreement, Petitioner hereby requests that the Fort Collins–Loveland Participation Agreements be amended to increase its water yield and share of rights and obligations by 1,000 NISP Units, to 4,400 NISP Units. All

other terms and conditions of the Fort Collins–Loveland Participation Agreements shall remain unchanged and in full force and effect.

Respectfully submitted: _____, 2024.

FORT COLLINS-LOVELAND WATER
DISTRICT, acting by and through its Water
Activity Enterprise, a quasi-municipal
corporation and political subdivision of the
State of Colorado

By: _____
James Borland, President

Date: _____

Attest:

Chris Pletcher, Secretary

**ORDER OF THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE ON FORT COLLINS–LOVELAND WATER DISTRICT’S
PETITION TO AMEND NISP PARTICIPATION AGREEMENTS TO INCREASE
PARTICIPATION BY 1,000 NISP UNITS**

Upon the Petition of The Fort Collins–Loveland Water District, acting by and through its Water Activity Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado (“Petitioner”), to Amend its Participation Agreements, and after considering said Application and Petition as required by law at a regular meeting held on _____, 2024, the Board of Directors of the Northern Integrated Supply Project Water Activity Enterprise, hereby orders that:

The Petition is GRANTED and the transfer of NISP Units is APPROVED pursuant to Section 9.2.1 of the Fort Collins–Loveland Phase I Agreement and Fort Lupton Phase I Agreement.

Petitioner’s Participation Agreements are hereby AMENDED to increase its participation in NISP by 1,000 NISP Units, to 4,400 NISP Units. Petitioner hereby assumes all obligations with respect to the 1,000 NISP Units transferred to Petitioner by Fort Lupton. Exhibit A to the NISP Phase 1 Agreement Dated as of February 13, 2019, by and among the Northern Integrated Supply Project Water Activity Enterprise and the NISP Phase 1 Participants shall be amended to reflect such increase in Petitioner’s participation in NISP. All other terms and conditions of Petitioner’s Participation Agreements shall be unchanged and remain in full force and effect.

Dated _____, 2024.

NORTHERN INTEGRATED SUPPLY
PROJECT WATER ACTIVITY
ENTERPRISE

Bradley D. Wind, General Manager



SUBJECT FOR DISCUSSION

Award of Contract to Backhoe & Dozer Services Inc. for an Amount Not to Exceed \$50,000.00 for On Call Grading Services from the Street Sales Tax Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Backhoe & Dozer Services Inc is owned and operated by Willie Taylor, a local resident. Willie has provided emergency snow assistance for the City in the past.

The City can use additional help grading and maintaining unpaved City owned streets. Past annexations have added many miles of unpaved roadways to the city limits. By assigning the northern out skirt roadways to contract, City crews can focus on the southern roads and alley grading operations on the core area where the majority of the residents live and work.

The City currently has 16.32 miles of unpaved roads to maintain. Public Works Operations intends to set a schedule for grading every road once every 3-weeks.

Anticipated start is the last week of this Month continuing through December 2024.

FINANCIAL CONSIDERATIONS

The 2024 Street Sales Tax Fund includes \$1,200,000 for the CR 12 railroad crossing project. The design is currently stalled due to Union Pacific coordination. The project is not going to happen this year and will be budgeted for 2025.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Contract Agreement with Backhoe & Dozer Services Inc
- Award portion of contract
- Do not approve the Contract
- continue grading with PW staff

STAFF RECOMMENDATIONS

Staff recommends approving contract with Backhoe & Dozer Services Inc for an amount not to exceed \$50,000.00 for the Grading On Call Services from the Street Sales Tax Fund.

Attachments: a. Contract Agreement – Backhoe & Dozer Services Inc

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement Grading On Call Services

This PUBLIC WORKS Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and **Backhoe & Dozer Services Inc.** (hereinafter "CONTRACTOR").

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

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in the completed work. Contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, and complete all things mentioned to be done by the Contractor and all work included in the scope of work set forth and incorporated herein as **Exhibit A** (See attached) Contractor shall provide all insurance as required by Exhibit A prior to commencement of work. All certificates of insurance from contractors should list the City as an additional insured.

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

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement to provide scheduled dirt work services through December 31, 2024.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation based on hourly rates as provided in Exhibit A, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. The maximum not to exceed amount of **\$50,000.00 (Fifty Thousand Dollars)** for the term of this agreement. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion and execution of any releases by Contractor deemed necessary by the City.

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

writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing.

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

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

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

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

10. **OSHA REQUIREMENTS.** Contractor 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. Contractor 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. Contractor 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 as required by all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances.

11. **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.

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

13. **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.

14. **INDEMNIFICATION BY CONTRACTOR.** Contractor shall defend, indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Contractor or its contractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

15. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton Finance Director and signature by the City Administrator.

EXECUTED THIS _____ DAY OF _____, 2024.

CITY OF FORT LUPTON, COLORADO

BY: Zo Hubbard
TITLE: Mayor

CONTRACTOR:

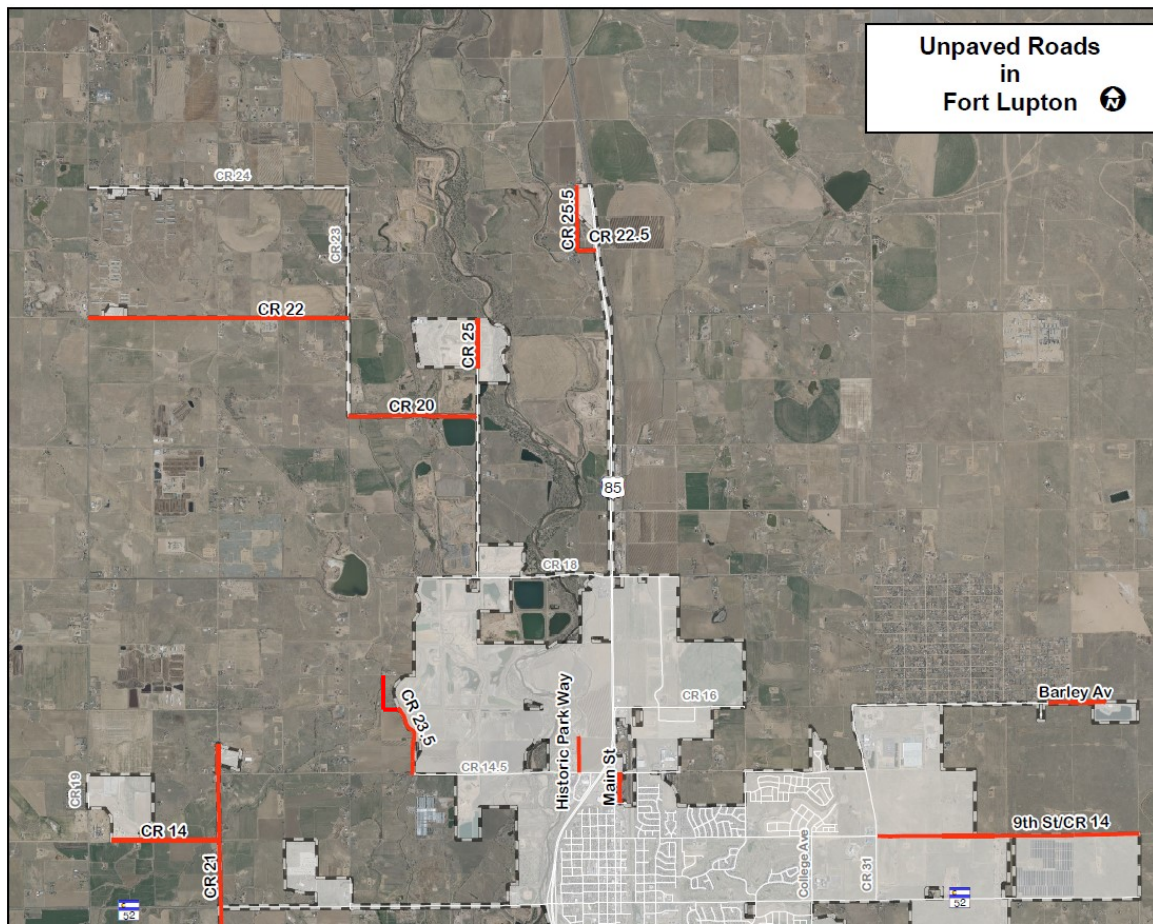
BY: Willie Taylor
TITLE: Owner/Operator

EXHIBIT A**Equipment - (Additional equipment listed on price sheet Page 6)**

<u>Machine</u>	<u>Hourly Rate</u>
140G Road Grader	\$175.00/hr
ITG Loader	\$145.00/hr
320 Trackhoe	\$200.00/hr
Trailing Belly Dump	\$105.00/hr

Designated Roads - (Total 9.05 miles)

- CR 22 - CR 19 east to CR 23 (2 miles)
- CR 22.5/CR 25.5 - US 85 to CR 24 (0.7 mile)
- CR 25 - south of CR 20 from EOP to CL (CR 22) (0.4 mile)
- CR 20 - CR 19 east to CR 23 (2 miles)
- CR 23.5 - CR14.5 north to end (in County) (0.9 mile)
- CR 16 - EOP to WTP (0.7 mile)
- Historic Parkway - (0.3 mile)
- CR 21 - US 52 north to CL (N of CR 14.5) (1.25 miles)
- CR 14 - CR 21 west to CL (0.8 mile)



Grading operations will be coordinated by Anthony Gomez (m) (303) 994-7613

Grading Operations

Granular (rock) Surfaced Roads.

Each road will be scheduled for grading every three (3) weeks.

Grade travel surface to remove wash boarding, potholes and depressed areas that collect rainfall. Maintain a crowned roadway section. Operating speed during blading operations should not exceed 5mph.

Clean out road side ditches as needed.

Maintain travel path for vehicles if windrowing base material is required.

Dirt work Operations

Trenching

Hauling

Provide documented time and equipment time sheet to the City for payment.

Email invoice to rvestal@fortluptonco.gov 720-466-6109



P.O. Box 341
 Fort Lupton, CO 80621
 Office/Fax: (303)857-2047
wwbackhoe@msn.com

Current Equipment Price based on an Hourly Basis (2 Hour Minimum):

Item	Price
140G Road Grader	175.00
200C JD Trackhoe	120.00
226 Skidsteer	93.75
320 L Trackhoe	200.00
320E Trackhoe	200.00
623 B Scraper	328.00
623 F Scraper	328.00
615C Scraper	248.00
8630 Tractor & Disc	200.00
8650 Tractor	150.00
420F Backhoe	130.00
410B Backhoe	
1974 Trailking Belly Dump	105.00
D4 HXL	150.00
D7G Dozer	200.00
1999 Kenworth Dump Truck T800	110.50
1993 Peterbilt 379	
ITG Loader	145.00
4240 Tractor	120.00

Please call for any specialty services. We can provide services that may not be listed. If you have any questions about our services or would like to take advantage of the services, we offer please contact Willy Taylor at 303-434-7204. Thanks for your interest and we look forward to working with you.



SUBJECT FOR DISCUSSION

Approving a Resolution Establishing the Ad-Hoc Community Engagement Advisory Committee to Work on Creating a Masterplan for Koshio Park

SUMMARY STATEMENT/BACKGROUND DISCUSSION

As indicated at Town Hall on June 11, Council and staff discussed the creation of an Ad-Hoc committee for the planning and community outreach work to create a masterplan for Koshio Park. The City was awarded the Colorado Health Foundation Equitable Community-Designed Outdoor Spaces grant to RECreate Koshio Park. The purpose of this committee will be to recommend best places and techniques to connect with residents in their wards and those we may not have been successful reaching in prior planning efforts.

In order to create a balanced group that would truly represent the “citizenry” without becoming overly large and cumbersome, the make-up of the committee will include as follows:

Parks & Recreation Advisory Committee	2-3
City Council	2
Staff	2
Citizens	6-8
Total	12-15

The Parks & Recreation Advisory Committee and City Council would be responsible for appointing their members to the Ad-Hoc Community Engagement Advisory Committee. Staff would consist of the Recreation Assistant Director and Parks Supervisor. Citizens would have to apply and be appointed from a group of those interested in serving; Parks and Recreation Advisory Committee will review applications and submit recommendations to City Council.

FINANCIAL CONSIDERATIONS

None noted

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

Council could make a larger committee or choose to not have one at all.

STAFF RECOMMENDATIONS

Approve the Resolution establishing the Ad-Hoc Community Engagement Advisory Committee.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON TO CREATE THE COMMUNITY ENGAGEMENT AD-HOC ADVISORY COMMITTEE FOR THE PLANNING AND OUTREACH OF KOSHIO PARK MASTER PLAN

WHEREAS, the City Council desires to create a Community Engagement Ad Hoc Advisory Committee to work on creating a masterplan for Koshio Park; and

WHEREAS, each candidate will submit a request in the form of an application, for the Council to consider appointment to the Community Engagement Ad Hoc Advisory Committee, allowing them the opportunity to serve the City of Fort Lupton; and

WHEREAS, the appointment of such committees enhances the involvement of citizens in local government and distributes the work of local government among the community without affecting the basic statutory responsibilities of the City Council to administer the affairs of the City.

NOW, THEREFORE, BE IT RESOLVED that the Fort Lupton City Council hereby creates the Community Engagement Ad Hoc Advisory Committee.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 18TH DAY OF JUNE, 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of Jimmy Dominguez to the Parks and Recreation Committee for a Term Beginning June 18, 2024 and Ending December 31, 2025

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Jimmy Dominguez submitted an application to serve on the Parks and Recreation Committee. Mr. Dominguez has expressed an interest in serving on the Parks and Recreation Committee. He is also a Fort Lupton resident, meeting the requirements to be a member of the committee.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

1. Continue to solicit for applications through announcements on the City of Fort Lupton's webpage and social media accounts.

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2024Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF JIMMY DOMINGUEZ TO THE PARKS AND RECREATION ADVISORY COMMITTEE FOR A TERM BEGINNING JUNE 18, 2024 AND ENDING DECEMBER 31, 2025

WHEREAS, Jimmy Dominguez submitted a request in the form of an application for the Mayor to consider his appointment to the Parks and Recreation Advisory Committee allowing him the opportunity to serve the City of Fort Lupton.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Jimmy Dominguez to the Parks and Recreation Advisory Committee for a term beginning June 18, 2024, and ending December 31, 2025.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 18th DAY OF JUNE 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve the Mayor to Sign the BURNCO Colorado, LLC Lease and Land Use Agreement for Gravel Mining at City Property (Waste Water Treatment Plant Lagoons).

SUMMARY STATEMENT/BACKGROUND DISCUSSION

BURNCO is currently mining the Inouye Pit to the west of the Waste Water Treatment Plant (WWTP). City staff has been negotiating with BURNCO to mine the old lagoons on the north side of the WWTP. The lagoons have been added to the Inouye USBR mining permit and the City special use permit. The City has contracted with Civil Resources to design the slurry wall and initial development of the lagoons for water storage. Once completed, the lagoon storage will replace the City's Perry Pit lease for well augmentation storage (~900 Acre-feet storage).

The agreement includes:

- Reclamation and closure certification requirements.
- Payment to the City of \$1.00 per ton royalty for Commercially Salable Material.
- City ownership of precious minerals (gold).

Mining operations will commence after the WWTP conversion and diversion of sewage flows to METRO. The current WWTP discharge pipe bisects the 2 lagoons to the river. Current estimate of bypass flow to METRO is late 2025.

FINANCIAL CONSIDERATIONS

Royalty payments should cover cost of slurry wall construction. Anticipated gravel tonnage in the lagoons is estimated by Civil Resources report to be 1.93 million tons. Cost of slurry wall construction is estimated to be \$1.25 Million.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement
- B. Reject agreement.
- C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the Lease and Land Use Agreement with BURNCO.

- Attachments:**
- a. Lease and Land Use Agreement
 - b. Memo Inouye Pit WWTP

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

LEASE AND LAND USE AGREEMENT

THIS AGREEMENT made effective this ____ day of _____, 2024 (the “Effective Date”).

BETWEEN:

CITY OF FORT LUPTON

with an address of 130 S. McKinley Avenue,
in the City of Fort Lupton, in the State of Colorado,

(the “Owner”)

- and -

BURNCO COLORADO, LLC

body corporate, having its office at 10100 Dallas Street,
in the City of Henderson, in the State of Colorado,

(the “Operator”)

RECITALS:

- A. The Owner is the registered and beneficial owner of the real property specified in Schedule “A” attached hereto (the “**Lands**”);
- B. The Operator wishes to lease a portion of the Lands, shown highlighted in blue on Schedule “A” (the “**Leased Area**”), to construct and operate a Pit for the purpose of removing and selling all of the Commercially Salable Product (as defined herein) located in, on or under the Leased Area;
- C. The removal of Aggregate Materials (as defined herein) will necessitate the installation of a slurry wall to prevent groundwater from entering the mining area (the “**Slurry Wall**”) and, following the removal of these materials from the mining area, will create the long-term water storage capacity on the Lands, the use of which will be beneficial to the interests of the Owner; and
- D. The Owner and Operator desire to enter into this Lease and Land Use Agreement to govern the Operator’s lease and use of the Leased Area, the installation of the Slurry wall by the Owner, the removal of Aggregate Materials and sale of Commercially Salable Product located in, on and under the Leased Area, and the commercial terms related to the foregoing.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the premises and the covenants and agreements hereinafter contained, the Parties hereby agree as follows:

1. INTERPRETATION

In this Agreement, the following terms when capitalized shall have the meaning ascribed as follows:

- (a) **"Aggregate Materials"** means sand, gravel, clay, marl, topsoil, and other commercially marketable non-precious aggregate products, whether in processed or unprocessed form;
- (b) **"Agreement"** means this Lease and Land Use Agreement as may be amended from time to time in accordance with the terms hereof;
- (c) **"Authorizations"** means all permits, licenses, authorizations and consents required for a Pit and to conduct Pit Activity;
- (d) **"Certification Term"** has the meaning ascribed to it in Section 6(b)(ii) herein;
- (e) **"Commercially Salable Product"** means non-precious Aggregate Materials that can be removed from the Lands and sold on the free market for a reasonable economic return determined at the Operator's sole discretion, acting reasonably;
- (f) **"Effective Date"** has the meaning set out in the preamble to this Agreement;
- (g) **"Initial Term"** has the meaning set out in Section 4;
- (h) **"Lands"** has the meaning set out in the recitals to this Agreement;
- (i) **"Leased Area"** has the meaning set out in the recitals to this Agreement;
- (j) **"Mining Termination Date"** has the meaning set out in Section 5;
- (k) **"Operator"** has the meaning set out in the preamble to this Agreement;
- (l) **"Owner"** has the meaning set out in the preamble to this Agreement;
- (m) **"Parties"** means collectively the Owner and the Operator and **"Party"** means one of the Parties;
- (n) **"Pit"** means any opening in, excavation in or working of the surface or subsurface of the Lands made for the purposes of removing Aggregate Materials and the development of required pit infrastructure, including without limitation the use of equipment, vehicles and other structures required for Pit Activity;
- (o) **"Pit Activity"** means the exclusive rights and privileges of the Operator under this Agreement to enter upon and use the Lands for its aggregate mining business operations including without limitation, the right of ingress and egress to and from the Lands, the construction, maintenance, operation and Reclamation of a Pit, the prospecting, exploration for, mining, excavation, collection, stockpiling, removal, and sale or disposition of Aggregate Material from the Leased Area and all other reasonable related activities;
- (p) **"Reclamation"** means the reclamation of the Lands sufficient to meet all the respective reclamation obligations required under the Reclamation Requirements and by the applicable Reclamation Authorities including without limitation, developing a waterbody, excavating, back-sloping, filling, contouring, de-compacting, seeding, utilizing agricultural chemicals, mowing, utilizing equipment, and importing clean overburden, soil, and aggregate materials to facilitate operations and reclamation;
- (q) **"Reclamation Authorities"** means all Federal, State and Municipal authorities governing the Reclamation of the Leased Area;

- (r) **“Reclamation Requirements”** means all reclamation requirements required pursuant to this Agreement or by the Reclamation Authorities, the Authorizations, and as required under all Federal, State and Municipal legislation, regulations and bylaws applicable at the date of Reclamation;
- (s) **“Reclamation Term”** has the meaning ascribed to it in Section 6(b)(i) herein;
- (t) **“Royalties”** means that amount paid to the Owner for Commercially Salable Product removed from the Lands as defined in in Section 7(a) herein;
- (u) **“Royalty Rate”** means that rate payable on Commercially Salable Product as defined in Section 7(a) herein and set out in Schedule “B” hereto;
- (v) **“Slurry Wall”** has the meaning set out in the recitals to this Agreement; and
- (w) **“Term”** means the Initial Term, together with the Mining Term, Reclamation Term and Certification Term, if any.

2. LEASE AND AGGREGATE MATERIAL MINING

The Owner hereby grants and demises to the Operator for the Term a lease of the Leased Area with the exclusive right and privilege to:

- (a) enter and use the Leased Area for the purposes of operating a Pit and to conduct Pit Activity in accordance with the terms and conditions herein, including without limitation all uses set out in Section 3 below; and
- (b) excavate, remove and carry away, sell or otherwise dispose of Aggregate Materials including Commercially Salable Product, located within, upon or under the Leased Area.

3. USE OF THE LEASED AREA

The Operator shall have the exclusive right and privilege throughout the Term to use and occupy the Leased Area for the purposes of:

- (a) inspections, environmental assessments, structural assessments, geological assessments, feasibility analysis, and perform other assessments or analyses that Operator deems necessary for the purpose of obtaining Authorizations;
- (b) constructing a Pit including without limitation the construction of roads, fences, gates, signage, equipment, stockpiles, berms, excavations, slopes, contouring, quarry, and diversion of water as required by the Operator;
- (c) operating a Pit including without limitation excavation and relocation of topsoil, subsoil, overburden, Aggregate Materials, reject Aggregate Materials, and the loading, hauling, processing and weighing of Aggregate Materials, as required by the Operator;
- (d) utilizing all equipment necessary to conduct the Operator’s business operations including without limitation loaders, scrapers, excavators, heavy trucks, processing equipment, trailers and other vehicles and equipment reasonably required for Pit Activity;

- (e) dealing with Aggregate Materials including without limitation removing and carrying away, selling or otherwise disposing of Aggregate Materials within, upon or under the Leased Area;
- (f) carrying out Reclamation of the Leased Area; and
- (g) all related business operations and activities of the Operator consistent with the above uses.

4. INITIAL TERM AND MINING TERM

- (a) **Initial Term.** This period of the Term shall commence on the Effective Date and continue for such time as may be required to allow for necessary activities prior the commencement of mining, as set out in this Section 4(a) (the “**Initial Term**”). Such activities shall include without limitation: inspections, environmental assessments, structural assessments, geological assessments, feasibility analysis, and other assessments or analyses that Operator deems necessary to achieve any Authorizations required, or otherwise. The Initial Term will also allow for site preparation activities to be completed by the Owner. The Initial Term will end once the following conditions precedent are satisfied:
 - (i) the Operator has secured all necessary Authorizations for Pit Activity;
 - (ii) the Owner has removed from the Leased Area any and all municipal infrastructure which would inhibit Pit Activity excluding the outfall of the current plant which shall be the responsibility of the Operator; and
 - (iii) the Owner has installed a Slurry Wall that meets or exceeds the Operator’s requirements and/or the requirements of all Authorizations and has completed necessary leak tests to allow for excavation of Aggregate Materials below the original water table without water augmentation requirements, all to the satisfaction of the Operator, in its sole discretion (collectively, the “**Conditions Precedent**”).

If the Conditions Precedent are not satisfied on or before October 31, 2026, or such other date as may be agreed upon between the Parties in writing (the “**Conditions Deadline**”), the Operator may elect to terminate this Agreement in accordance with Section 5 in its sole discretion.

- (b) **Mining Term.** This period of the Term shall commence once the Conditions Precedent are satisfied and shall allow for necessary activities supporting mining of the Lands (the “**Mining Term**”). The Mining Term shall be for a period of four (4) years. The Mining Term may be renewed or extended upon the written agreement of the Parties.

5. TERMINATION

- (a) Operator and Owner have aligned interests in using commercially reasonable efforts to remove as much Commercially Saleable Product, and create the largest economical water storage vessel, as is possible prior to pursuing termination of the Agreement. As such, the parties agree to work together in good faith towards these stated aligned interests prior to pursuing possible termination of the Agreement.
- (b) Notwithstanding any term of this Agreement, the Operator may, at its sole discretion, terminate this Agreement prior to the end of the Term, in the event that:

(i) the Operator determines in its sole discretion, acting reasonably that:

- (1) substantially all Commercially Salable Product has been extracted from the Leased Area; or
- (2) there are other conditions or factors outside of the Operator's reasonable control that result in an adverse material change to the Operator's ability to conduct Pit Activity on the Lands or that result in further Pit Activity being no longer economically viable for the Operator;

(ii) the Conditions Precedent are not satisfied on or prior to the Conditions Deadline; or

(iii) the Owner becomes insolvent, bankrupt or makes a general assignment for the benefit of creditors;

by providing the Owner with thirty (30) days' written notice stipulating the date of termination of the Agreement and the reason for termination.

(c) The Owner may terminate this Agreement upon thirty (30) days' written notice if the Operator:

- (i) does not proceed in a reasonably diligent manner to perform the work contemplated hereunder;
- (ii) fails to respond to Owner's reasonable requests for inspections or documentation; or
- (iii) fails to adhere to any federal, state or local laws pertaining to mining operations on the property,

provided always that before exercising the foregoing termination rights: (1) the Owner has provided prior written notice to the Operator describing the circumstances that the Owner believes entitle it to exercise such rights; and (2) the Operator has failed to remedy those circumstances (to the extent possible) within a reasonable period of time.

(d) The earlier of the date that the Mining Term expires or the date of early termination in accordance with this Section 5 shall be referred to as the "**Mining Termination Date**".

6. RECLAMATION AND CERTIFICATION

Following the Mining Termination Date:

- (a) the Operator shall complete the Reclamation as required under all Reclamation Requirements and by all Reclamation Authorities and in accordance with the terms of this Agreement and use commercially reasonable efforts to complete the Reclamation prior to the end of the Reclamation Term; and
- (b) the Owner shall, without further compensation:
 - (i) upon written notice of the Operator prior to the Mining Termination Date, grant to the Operator, for a period of up to eighteen (18) months following the Mining Termination Date, an extension of the lease of the Leased Area for the time period specified in such notice, for the purpose of storing and removing Aggregate Materials stockpiled on the Leased Area and carrying out Reclamation of the Leased Area (the

"Reclamation Term"), however no additional materials may be added to existing stockpiles except to the extent required for the Operator to fulfil its Reclamation obligations; and

- (ii) upon written notice of the Operator prior to the expiration of the Reclamation Term, grant to the Operator, for a period of up to eighteen (18) months following expiration of the Reclamation Term, an extension of the lease of the Leased Area for the purpose of pursuing certification of the Reclamation of the Leased Area under all Reclamation Requirements required by all Reclamation Authorities and grant the Operator the right to use the Lands for the purpose of further Reclamation of the Leased Area as may be required to obtain such certification (the **"Certification Term"**). In the event Reclamation of the Leased Area is substantially complete but the Reclamation certificate is withheld for reasons that are beyond the Operator's control, the Owner will extend the Certification Term on a month-to-month basis as required.

7. ROYALTIES & PRECIOUS MATERIALS

The Operator shall be obligated to pay Royalties to the Owner as follows:

- (a) the Operator covenants and agrees to pay to the Owner a royalty amount (**"Royalties"**) for each and every ton (2000 lbs) of Commercially Salable Product originating and removed from the Lands by the Operator during the Term of this Agreement at the applicable royalty rate set out in Schedule "B" (the **"Royalty Rate"**);
- (b) it is expressly understood and agreed by the Parties that Royalties are only payable for Aggregate Materials that are Commercially Salable Product, and that no Royalties or other amounts are payable by the Operator for any Aggregate Materials or other non-precious materials that are removed from and later returned to the Lands for the purposes of Reclamation or otherwise, including without limitation, overburden and reject Aggregate Materials;
- (c) Royalties shall be paid on or before the last day of the month following the month in which Royalties, if any, are payable by the Operator to the Owner in accordance with this Section 7;
- (d) the volume conversion rate for the purposes of evaluating market rates and for any other purposes as may be required from time to time in the administration and application of this Agreement, shall be as set out in Schedule "C" attached hereto; and
- (e) the Royalty rate in effect at the Mining Termination Date shall apply to any Commercially Saleable Product removed from the Leased Area after the Mining Termination Date.

Any Precious Materials recovered by the Operator during the Mining Term shall remain the property of the Owner. For the purposes of this Agreement, **"Precious Materials"** means any commercially recoverable quantities of gold recovered from Aggregate Materials extracted from the Lands by the Operator in the ordinary course of business. Prior to the commencement of the Mining Term, the Parties will determine a mutually-acceptable procedure by which the Operator will turn over possession of any such Precious Materials (or the proceeds of the sale of any such Precious Materials) to the Owner during the Mining Term, less the reasonable and properly evidenced costs incurred by the Operator in connection with its recovery of such Precious Materials, if any.

8. MEASUREMENT

The Operator agrees to maintain the following procedure, with such reasonable modifications as may from time to time be required to accurately record the removal of Commercially Salable Product from the Leased Area:

- (a) Maintain an accurate record of the Commercially Salable Product originating and removed from the Leased Area by compiling and reporting the weight of Commercially Salable Product removed from the Lands. The weight shall be determined by use of a belt scale on the conveyor belt system that is used to transport Commercially Salable Product from the Leased Area to the Operator's adjacent property, which belt scale will be calibrated in accordance with applicable industry standards.
- (b) If utilizing a belt scale is not feasible or is not otherwise satisfactory to a Party (acting reasonably), a volumetric aerial drone survey will be used to determine the volume of Commercially Salable Product, which will then be converted to tons at an appropriate conversion factor, in accordance with the conversion factors set out in Schedule "C".
- (c) For the purposes of verifying the record of Commercially Salable Product removed from the Leased Area, the Operator agrees to and shall provide the Owner upon a minimum of fourteen (14) days' prior written notice:
 - (i) copies of all relevant documentation, access to the property for purposes of inspections and any other pertinent documents sufficient to verify the record of weights and basis for calculation of Royalties;
 - (ii) if a volumetric aerial drone survey was used, the survey results and material densities used in the calculation.

Operator shall be required to provide such verification documentation on a quarterly basis unless requested more frequently by Owner, acting reasonably.

- (d) It is expressly understood and agreed that the Operator intends to process and stockpile the Commercially Salable Product at sites adjacent to the Lands, and that Measurement of the Commercially Salable Product shall take place once they are removed from these adjacent Lands.
- (e) Any disagreement between the Operator and Owner regarding the measurement of the volume of Commercially Salable Product removed from the Leased Area which is not resolved by the Parties within sixty (60) days from the date that the applicable records are provided to the Owner in accordance with Section 8(c), shall be resolved in accordance with Section 16 herein.

9. PERMITS, ENVIRONMENTAL AND REGULATORY COMPLIANCE

The Operator shall be responsible, at its own sole cost and expense, for obtaining all necessary Authorizations and supporting design work as required to allow the Operator to conduct its operations on the Leased Area and the Owner will reasonably support and not hinder the

Operator's efforts in obtaining all such Authorizations (and any revision(s) or amendment(s) to such Authorizations that the Operator deems appropriate).

The Operator covenants and agrees with the Owner to:

- (a) take reasonable and customary steps to minimize dust, particle emissions, and run-off and shall comply with Federal, State, and local laws including environmental protection, pollution control, particulate emissions, and run-off;
- (b) develop and use the Lands only in compliance with its Authorizations and all applicable laws;
- (c) permit the Owner to investigate the Leased Area and the Operator's environmental records with respect to the Leased Area at any reasonable time and from time to time verify such compliance with the Authorizations, applicable laws and this Agreement;
- (d) not store, manufacture, dispose, treat, generate, use, transport, remediate, or release hazardous substances on or from the Leased Area except in compliance with the Authorizations, all applicable laws and this Agreement;
- (e) promptly notify the Owner in writing of:
 - (i) any enforcement, clean-up or removal litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Operator in writing, relating to the Leased Area pursuant to any applicable laws;
 - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened in writing by any third party against the Operator, regarding the Leased Area relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any environmental contaminants or any breach of applicable laws;
 - (iii) the discovery or release of any environmental contaminants or any occurrence or condition on the Leased Area or any real property adjoining or in the vicinity of the Leased Area of which the Operator becomes aware, which could subject the Owner or the Operator to any fines, penalties, orders, or proceedings under any applicable laws;
 - (iv) any notices received with respect to the Authorizations or any breaches by the Operator of the Authorizations; and
 - (v) any notices received from any applicable authorities with respect to the Leased Area;
- (f) notify the appropriate regulatory authorities of any release of any environmental contaminants at or from the Leased Area (to the extent caused by the Operator or any of its subcontractors of any tier) in accordance with applicable laws; and failure by the Operator to do so within statutory time frames shall authorize, but not obligate, the Owner to notify the regulatory authorities in relation thereto;
- (g) on the expiry of the Term or earlier termination of this Agreement, or at any time if requested by the Owner or required by any governmental authority pursuant to applicable laws, promptly at its own cost and in accordance with applicable laws, remove from the Leased Area any and all environmental contaminants, and remediate any contamination of the Leased Area and any adjacent property resulting from environmental contaminants,

in either case brought onto, used at, or released from the Leased Area by the Operator, its subcontractors of any tier or any person for whom it is at law responsible (other than the Owner or its subcontractors of any tier, or any person for whom it is at law responsible). For greater certainty but without restricting the generality of the foregoing, the foregoing obligations of the Operator shall include, without limitation, the treatment of water (including surface and groundwater) and the remediation by removal of any soils containing environmental contaminants at levels exceeding the standards set as acceptable at the time of remediation by the applicable governmental authority. Any soil so removed shall be promptly replaced by soil free of environmental contaminants at concentrations above the standard described in the preceding sentence. The Operator shall provide to the Owner full information with respect to any remedial work performed pursuant to this Section 9 and shall comply with the Owner's reasonable requirements with respect to such work. The Operator agrees that if the Owner determines that the Owner, its property, its reputation or the Leased Area is placed in any jeopardy by the requirement for such remedial work, the Owner may review and inspect such work or any part thereof; and

- (h) maintain the Authorizations as required for the Pit Activity and apply for any additional Authorizations as may be required for the Pit Activity.

10. MINE PLANNING AND PIT ACTIVITY

- (a) The Operator agrees that it shall conduct the Pit Activity in a proper, skillful and careful manner and within the limits prescribed in the Operator's Authorizations. The Operator will develop a plan for Pit Activity and present such plan to the Owner for review and comment. Such plan shall include without limitation:
 - (i) the areas to be disturbed by Pit Activity;
 - (ii) the sequence of Pit Activity; and
 - (iii) any site development necessary to allow for the removal of Aggregate Materials from the Leased Area including design requirements for the Slurry Wall.
- (b) The Operator agrees that it shall conduct the Pit Activity in a tidy manner keeping and ensuring the following material storage protocols are followed:
 - (i) materials, spare parts, garbage bins, etc. will be stored in the designated laydown area. The laydown area shall be clearly defined and outlined with concrete barriers or wood barricades, have clear signage indicating it is the laydown area, be arranged in a tidy manner, and free of loose materials that could be carried away in the wind; and
 - (ii) equipment on site that is not being used in production for longer than one month will be moved and stored in the laydown area or arranged in a neat order in the active gravel extraction area or stockpile area.
- (c) The Operator agrees that it shall maintain the appearance and landscaping of that portion of the Leased Area involved in Pit Activity and immediately surrounding such Pit Activity in the following manner:
 - (i) control all noxious weeds and rodents;
 - (ii) ensure all signage is maintained; and

(iii) ensure all garbage is picked up along the perimeter of the Leased Area.

11. QUIET POSSESSION

The Owner covenants and agrees that, provided the Operator performs its covenants and agreements herein contained, the Operator shall, throughout the Term, have quiet enjoyment of the Leased Area and of the rights and privileges hereby granted, without any interference or molestation by the Owner or any person, firm or corporation claiming by, through or under it.

12. OWNER COVENANTS

The Owner hereby covenants and agrees that it shall:

- (a) be responsible at its sole cost and expense for the installation of the Slurry Wall in accordance with Section 4(a)(iii);
- (b) hold insurance in accordance with Section 15;
- (c) not remove or sell Aggregate Materials, nor conduct or allow to be conducted any business (directly or indirectly) similar to that of the Operator on or from the Lands;
- (d) reasonably support and not hinder the Operator's efforts in obtaining all applicable Authorizations (and any revision(s) or amendment(s) to such Authorizations that the Operator deems appropriate) including without limitation all federal, state, municipal and local Authorizations for the Lands and for all real property adjacent to or in the vicinity of the Lands, which the Operator or its affiliated corporations own or have an interest in, including executing all necessary documentation related thereto as soon as practicable; and
- (e) submit timely disclosure to the Operator outlining any activities by its agents or any third parties that may interfere with or affect the Pit Activity or the Operator's Authorizations, and comment on any planning, municipal or state government, or neighboring resident activities that it may be aware of which may reasonably affect the Operator's interests.

13. FINAL RECLAMATION

The Operator agrees that it shall conduct Reclamation in a proper, skillful and careful manner and within the limits prescribed in the Operator's Authorizations. There shall be no other Reclamation requirements as part of this Agreement except those that may be required as part of in the Operator's Authorizations.

14. PROPERTY TAXES & LEVIES

The Owner shall be responsible for and pay any and all property taxes or municipal levies on the Leased Area, if any.

15. INDEMNITY AND INSURANCE

The Operator agrees that throughout the Term:

- (a) **Indemnity.** The Operator will carry on all of its Pit Activity on the Leased Area in a proper, careful, and workmanlike manner and will indemnify and save harmless the Owner from and against all claims, liabilities, actions, suits, damages, or proceedings brought against

or suffered by the Owner, through or by reason of the Operator's (or those for which the Operator is in law responsible) activities, including Pit Activity, on the Leased Area; provided that such covenant shall not extend to any loss or damage where such loss or damage arises directly or indirectly from:

- (i) the act, default or negligence of the Owner, its agents, servants, employees, invitees, licensees, assignees, lessees or sub-lessees; or
 - (ii) the failure of the Owner to comply with any term of this Agreement.
- (b) **Insurance.** To underwrite its indemnity herein, the Operator will at its sole cost and expense maintain comprehensive general liability insurance with limits of at least \$1,000,000 per occurrence against claims for personal injury, death or property damage occurring upon, in or about the Leased Area. At the request of the Owner, the Operator will provide the Owner with confirmation of such insurance.

The Owner agrees that throughout the Term:

- (c) **Insurance.** If commercially reasonable and possible to obtain, the Owner will at its sole cost and expense maintain flood insurance. Such coverage shall cover flood damages to the Slurry Wall and the Owner shall be responsible for promptly repairing any damage occurring as a result of flood. Such coverage shall name the Operator (and its mortgagees or lenders, if any) as an additional insured and at the request of the Operator, the Owner will provide the Operator with confirmation of such insurance. Such insurance shall contain a provision whereby it cannot be cancelled without thirty (30) days written notice from the insurer to the Operator.
- (d) The parties agree that their mutual intent is that each party shall be financially responsible for damages that they cause.

16. DISPUTE RESOLUTION

The Owner and the Operator agree to the following dispute resolution provisions:

- (a) **Negotiation.** In the event of any dispute, disagreement, controversy or claim between the Operator and Owner arising out of or relating to this Agreement or any agreement incorporated herein, including any question regarding the Agreement's existence, interpretation, validity, breach, termination of the business relationship created by it, the performance of obligations thereunder, or any other matter relating thereto (each a "**Dispute**"), such Dispute shall, upon the written request of Parties, be referred to an authorized representative of each Party or their respective designee. Such representatives shall promptly meet to resolve the Dispute. If the representatives do not resolve the matter within thirty (30) days after the reference of the Dispute to them, the Parties may enter into mediation with a single mutually agreed upon mediator to attempt to resolve the matter. In the event that the Parties are unable agree upon mediator, fail to enter into mediation or the mediation is unsuccessful after period of ninety (90) days following the above referenced thirty (30) day negotiation period, either Party shall be free to exercise the remedy available under Section 16(b).
- (b) **Litigation.** The Operator and Owner agree that any Dispute not resolved by good faith negotiation as provided in Section 16(a), then such Dispute, upon ten (10) days' prior

written notice from one Party to the other of its intent to litigate, shall be referred to and finally resolved by litigation filed in Weld County.

17. NOTICE

Any notice given by either Party to the other Party shall be sufficiently given if sent by registered mail, personally delivered or delivered by electronic means to the Owner at:

City of Fort Lupton
130 S. McKinley Avenue
Fort Lupton, CO 80621
Attention: Chris Cross, City Administrator
Email: ccross@fortluptonco.gov

and to the Operator at:

BURNCO Colorado, LLC
10040 Dallas St
Henderson, CO 80640
Attention: Legal
legal@burnco.com

Either Party may, from time to time, upon notice to the other in writing, change its address for service as herein described.

18. GENERAL

- (a) **Entire Agreement.** This Agreement sets forth the complete understanding of the Parties hereto and supersedes all proposals, negotiations, representations, and previous agreements between the Parties made with respect to the Leased Area prior to the execution hereof.
- (b) **Assignability.** The Operator will not transfer, assign or sublet any of the rights and privileges herein granted by the Owner without the consent in writing of the Owner being first obtained, which consent shall not be unreasonably withheld, provided however, that nothing herein shall prevent or restrict the Operator from engaging subcontractors to assist in carrying out any activities related to the operations of the Operator on the Leased Area.
- (c) **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Operator and Owner and their respective executors, administrators, heirs, successors, assigns, or permitted assigns, as the case may be.
- (d) **Headings.** The headings used are for convenience only and are not to be used or referred to in construing the terms and conditions of this Agreement.
- (e) **Time.** Time shall be of the essence hereof.
- (f) **Law.** This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of Colorado. The Parties attorn to the exclusive jurisdiction of the courts of the State of Colorado, Weld County with respect to any dispute hereunder.

- (g) **Independent Parties.** Nothing contained in this Agreement shall be regarded or construed as creating any relationship (employer/employee, joint venture, association, or partnership) between the Parties other than as set forth herein.
- (h) **No Waiver.** The waiver of any covenant, condition or provision of this Agreement must be in writing. The failure of any Party at any time to require strict performance by the other Party of any covenant, condition or provision hereof, shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision nor shall the waiver by any subsequent breach of any such covenant, condition or provision.
- (i) **Schedules.** The Schedules attached to this Agreement form part of this Agreement.
- (j) **Counterparts.** This Agreement may be executed in as many counterparts as may be necessary and each such counterpart agreement so executed shall constitute one and the same instrument and the Parties hereto shall be entitled to rely on delivery of an electronic or facsimile copy of this Agreement and such electronic or facsimile copy shall be legally effective to create a valid and binding Agreement.

[Signature page follows.]

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

BURNCO COLORADO, LLC

Per: _____
Name:
Title:

CITY OF FORT LUPTON

Per: _____
Name:
Title:

SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS AND
MAP OF THE LEASED AREA

PARCEL 130931000011

IN SECTION 31

IN TOWNSHIP 2

RANGE 66

WEST OF THE 4 MERIDIAN CONTAINING

57.262 ACRES MORE OR LESS

[NTD: Map of Leased Area to be inserted.]

SCHEDULE "B"
ROYALTY RATES

Effective Date	Royalty Rate (per 2000lb ton of Commercially Salable Product)
Mining Term	\$1.00

SCHEDULE "C"
AGGREGATE MATERIALS CONVERSION FACTORS

Material Type	Conversion Factor (ton/yd³)
Concrete Sand	1.39
¾" Rock	1.30
#8 Rock	1.29
#9 Rock	1.29
Topsoil	1.00
Soil	1.20
In-situ Pitrun	1.50
Piled Pitrun	1.36

MEMORANDUM

TO: BURNCO, City of Fort Lupton & Project File

FROM: Civil Resources, LLC

DATE: December 19, 2018

RE: Inouye Gravel Mine, M2018-037 –City of Fort Lupton Amendment

This memo summarizes the inclusion of the City of Fort Lupton's Waste Water Treatment Plant into the Inouye Gravel Mine.

DRMS Submittal & Current Conditions:

- The current Inouye property has been approved for Gravel Mining per the Division of Reclamation Mining and Safety (DRMS). The DRMS permit is finalized and the DRMS number is M2018-037.
- The Special Use Permit, Minor Subdivision and Annexation request and submittals have been provided to the City of Fort Lupton on December 14th, 2018.
-

Summary of the Site:

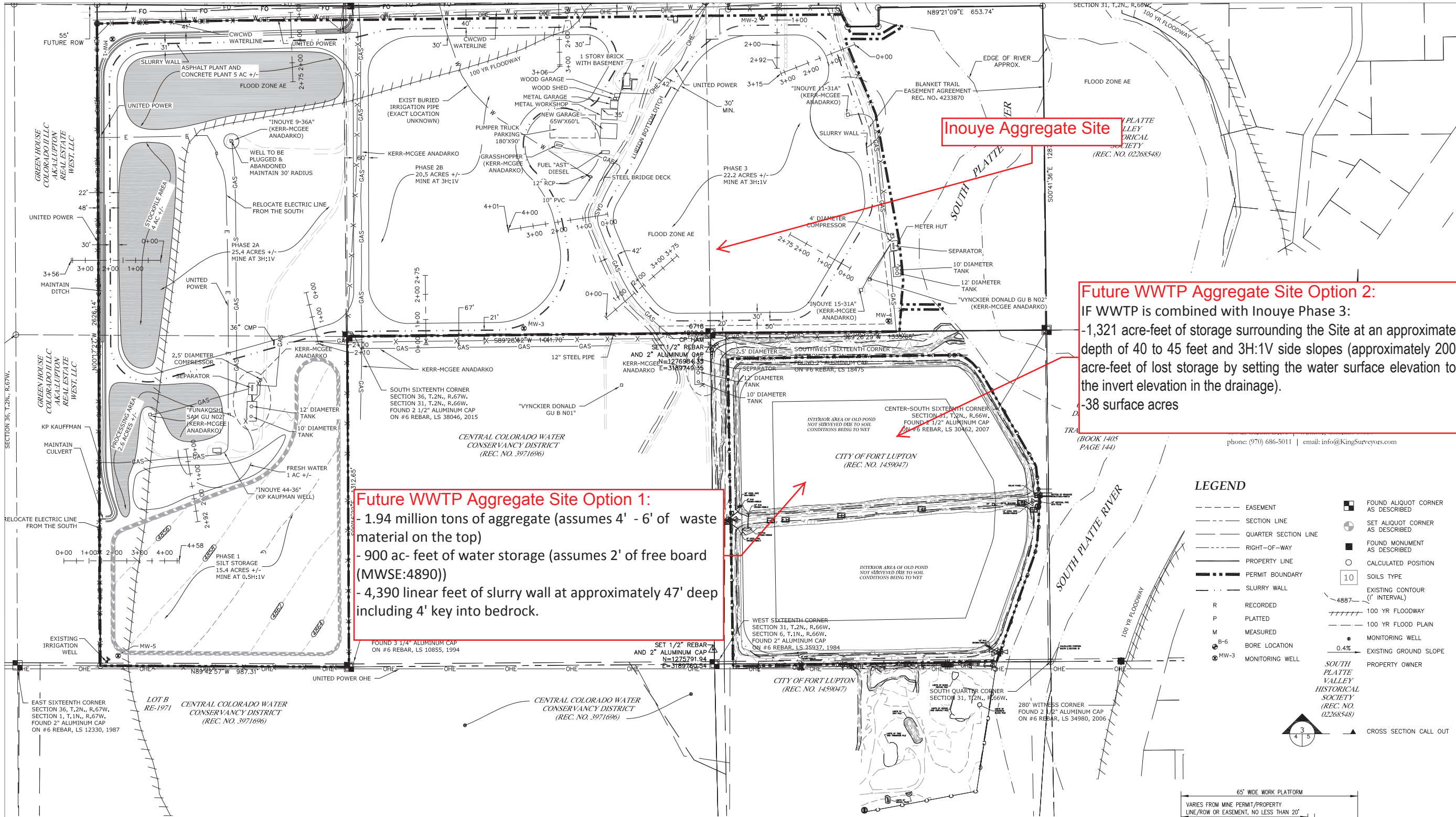
- Throughout the Inouye Gravel Mine submittal process and pre-app meetings with the City of Fort Lupton (the City) there have been discussions between BURNCO (dba Bestway Concrete & Aggregates) and the City about including the Waste Water Treatment Plant Site (WWTP or Site) in the mining operation.
- The WWTP site has been surveyed (9/21/18) and a preliminary map has been put together to visually show the site in reference to the Inouye Gravel Mine.
- Three wells were drilled onsite to monitor groundwater.
- The Site will require a Special Use Permit submitted to the City of Fort Lupton. This submittal is similar to any gravel pit Special Use Permit and takes approximately three months.
- The Site will require an amendment to the current Inouye DRMS Permit. This submittal would be very similar to a full submittal for a new DRMS Permit and takes approximately three to six months.

Proposed Pre- Mining, Mining and Reclamation Plans:

- Existing Conditions: An existing conditions survey has been completed. Three monitoring wells have been drilled and will be valuable in the DRMS submittal. Monthly water level readings should be taken by City personnel. The existing conditions map will be combined with the Inouye DRMS submittal mapping as an amendment to the Inouye DRSM permit.
- Mining: In general the miner will install a slurry wall around the perimeter of the WWTP to serve as a cutoff from the alluvial groundwater. Another option is discussed below but the following is the preferred option. The slurry wall is approximately 4,390 linear feet and 206,000 square feet based on the monitoring well depths drilled onsite. The approximate construction cost is 1.03 million dollars. The miner will install the slurry wall prior to exposing groundwater onsite. Once the slurry wall is complete the miner will mine the material, except the organics, and process the material on the Inouye Gravel Mine Site. The anticipated quantity of gravel is 1.93 million tons in eth WWTP Site. This is based on limited drilling and the current survey.

- Reclamation; The elevations of the south part of the Site is 4895.0 and north part of the Site 4892.0. The slurry contained around the perimeter of the site and proposed 3 horizontal to 1 vertical slopes results in approximately 900 acre-feet of water storage. The elevation on the north end of the Inouye Site is 4888.0. This would result in a water surface elevation 4886.0 and approximately 125 acre-feet of lost water storage. There is also a drainage/meander just north of the WWTP Site with an invert elevation of 4883.0 (lower than the north end of the Inouye site) which will result in 147 acre-feet of lost water storage and potential wetland considerations. This is a viable option and can provide more total storage but further design will have to be performed.
- The two preliminary reservoir layout options are; 1) a perimeter slurry wall enclosing the WWTP site as discussed above and; 2) a combined perimeter slurry wall with the Inouye Phase 3 Cell and storage elevation 4883.0 resulting in lost water storage and potential for the drainage to be relocated. The Option 1 reclaimed reservoir will provide 900 acre-feet of storage surrounding the Site at an approximate depth of 45 feet and 3H:1V side slopes. This will be approximately 20 surface acres. The Option 2 reclaimed reservoir will provide 1,321 acre-feet of storage surrounding the Site at an approximate depth of 40 to 45 feet and 3H:1V side slopes (approximately 200 acre-feet of lost storage by setting the water surface elevation to the invert elevation in the drainage). Option 2 will be approximately 38 surface acres.
- An initial leak test will be performed during mining to reduce water depletions and a final leak test will be completed at the conclusion of mining. Once the leak test is complete the City will be able to store water in the reservoir under a Substitute Water Supply Plan.

J:\Bestway-213\Inouye\ft lupton\future mine\Memo_inouye_WWTP.doc



CIVIL RESOURCES, LLC
323 5th STREET
P.O. Box 680
FREDERICK, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

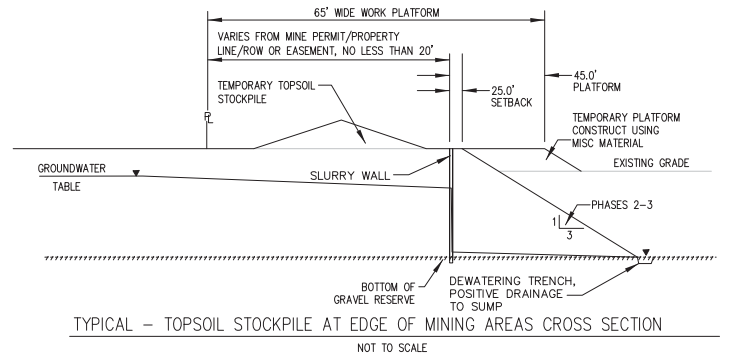
BURNCO COLORADO, LLC
301 CENTENNIAL DR.
MILLIKEN, CO 80543
970 587 7277
CONTACT: MARK JOHNSON

**INOUE-FT. LUPTON WWTP AMENDMENT
GRAVEL MINE
FT. LUPTON, COLORADO**

phone: (970) 686-5011 | email: info@KingsSurveyors.com

LEGEND

- EASEMENT
- SECTION LINE
- QUARTER SECTION LINE
- RIGHT-OF-WAY
- PROPERTY LINE
- PERMIT BOUNDARY
- SLURRY WALL
- RECORDED
- PLATTED
- MEASURED
- B-6 BORE LOCATION
- MW-3 MONITORING WELL
- FOUND ALIQUOT CORNER AS DESCRIBED
- SET ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- SOILS TYPE
- EXISTING CONTOUR (1' INTERVAL)
- 100 YR FLOODWAY
- 100 YR FLOOD PLAIN
- MONITORING WELL
- EXISTING GROUND SLOPE
- PROPERTY OWNER
- CROSS SECTION CALL OUT



FLOODPLAIN INFO:
FLOODPLAIN INFO IS FROM
FIRM FLOOD INSURANCE RATE MAP
PANEL NO. 08123C2102E
AND 08123C2104E
EFFECTIVE DATE: JANUARY 20, 2016
EXISTING VEGETATION:
AGRICULTURAL FARM LAND
APPLICANT:
BURNCO COLORADO, LLC
301 CENTENNIAL DRIVE
MILLIKEN, CO 80543

AFFECTED LANDS:
TRICYCLE LANE TEXAS LLC:
VARIOUS OUT BUILDINGS
LUPTON BOTTOM DITCH
TRICYCLE LANE TEXAS LLC:
ACCESS ROADS
TOTAL PERMIT AREA:
120 ACRES
PROPERTY ADDRESS:
12210 WCR 14
FT LUPTON, CO. 80621

NOTE:
CIVIL RESOURCES, LLC. IS NOT RESPONSIBLE FOR SAFETY, IN, ON, OR ABOUT THE
PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY
REGULATIONS THERETO.
THESE MAPS WERE PREPARED BY CIVIL RESOURCES, LLC. IN COOPERATION WITH
BESTWAY CONCRETE. BESTWAY WILL KEEP THE DIVISION OF RECLAMATION MINING
AND SAFETY INFORMED OF ANY CHANGES TO THE MINING OR RECLAMATION PLANS
THROUGH ANNUAL REPORTS AND FILE TECHNICAL REVISIONS AND AMENDMENT
APPLICATIONS AS NECESSARY THROUGHOUT THE LIFE OF THE MINE.

DESIGNED BY: GL DATE: DECEMBER, 2018
DRAWN BY: ARR SCALE: AS NOTED
CHECKED BY: ARR AS NOTED
JOB NO.: 213.001.29
DWG NAME: COVER-EXISTING CONDITIONS-WWTP - SUP.DWG.

MINING
SHEET: --



SUBJECT FOR DISCUSSION

Approving a Resolution Accepting the Coyote Creek PUD Filing No. 6 Preliminary Plat.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The applicants, Lupton Land LLC. and JR Engineering have applied for approval of a Preliminary Plat, known as the Coyote Creek PUD Filing No. 6 Preliminary Plat. A public hearing with the Fort Lupton Planning Commission for this application was held on May 23, 2024, and Planning Commission recommended approval to City Council of the Preliminary Plat.

The site that is the subject of the Preliminary Plat is located approximately .07 miles south of 9th Street and approximately .05 miles west of College Ave in the Northwest Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton., County of Weld, State of Colorado (the Property). The proposed Preliminary Plat is for a single-family detached residential subdivision that will include 83 single-family detached lots and .58 acres of common open space. Filing 6 is the final filing for the Coyote Creek Development.

FINANCIAL CONSIDERATIONS

All applicable land use application fees have been paid and a fee deposit has been submitted to cover costs related to the application.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council has the following options for each request:

- a) Approve the proposed resolution.
- b) Continue the hearing for additional information or further study.
- c) Deny the proposed resolution.

STAFF RECOMMENDATIONS

Staff recommends conditional approval of the Coyote Creek PUD Filing No. 6 Preliminary Plat.

Attachments:

- a. Proposed Resolution
- b. Planning Commission Resolution P2024-007
- c. Planning Commission Minutes
- d. Staff Report
- e. Project Description
- f. Preliminary Plat
- g. Legal Notifications

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE COYOTE CREEK PUD FILING NO. 6 PRELIMINARY PUD PLAT LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on May 23, 2024, for the purpose of reviewing the Coyote Creek PUD Filing No. 6 Preliminary Plat; and

WHEREAS, the Coyote Creek PUD Filing No. 6 Preliminary Plat proposes to develop a property for a single-family detached residential subdivision with 83 lots; and

WHEREAS, after review of the application for the Coyote Creek PUD Filing No. 6 Preliminary Plat, and consideration of staff comments, applicant's presentation, and any public input, the Planning Commission recommended approval of the Coyote Creek PUD Filing No. 6 Preliminary Plat; and

WHEREAS, all legal requirements for the public hearing have been met, including publishing the time and place of the public hearings in the Fort Lupton Press, posting notice at least fifteen (15) days before the hearings on the property, mailing notice to property owners within five-hundred (500) feet of the property; and

NOW THEREFORE BE IT RESOLVED, that the Fort Lupton City Council reviewed the plans and supporting documentation, all referral comments and any citizen input in response to this application. Based upon review of the applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Subdivision and Zoning Regulations, an analysis of referral comments and facts presented on this date, the City Council hereby recommends approval of the Coyote Creek PUD Filing No. 6 Preliminary Plat located in the Northeast Quarter of Section 5, Township 1 North, Range 66 West of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado with the following conditions:

I. Prior to finalizing the Preliminary Plat:

- A. Any redline comments provided by City staff shall be made to the preliminary plat.

II. With the submittal of the Final Plat:

- A. Applicant shall adequately address comments from the City Engineer.
- B. Applicant shall adequately address impacts to the Golf Course, including but not limited to, site circulation and impact mitigating landscaping.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 18th DAY OF JUNE, 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

RESOLUTION NO. P2024-007

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF THE COYOTE CREEK PUD FILING NO. 6 PRELIMINARY PUD PLAT LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, JR Engineering ("Applicants") have applied for approval of the Coyote Creek PUD Filing No. 6 Preliminary Plat for 84 single family detached residential lots (the "Application"); and

WHEREAS, the Planning Commission held a public meeting on May 23, 2024 for the purpose of reviewing the Coyote Creek PUD Filing No. 6 Preliminary Plat; and

WHEREAS, after review of the Application and consideration of staff comments, Applicant's presentation and any public input, Planning Commission finds the request for the Coyote Creek PUD Filing No. 6 Preliminary Plat conforms with City codes and requirements and policies therein; and

WHEREAS, all legal notification requirements have been met, including publishing the time and place of the public hearings in the Fort Lupton Press, posting notice at least fifteen (15) days before the hearings on the property, mailing notice to property owners within five-hundred (500) feet of the property; and

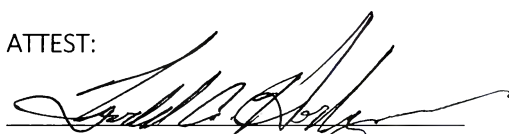
NOW THEREFORE BE IT RESOLVED, the Planning Commission has considered the application and has taken into consideration staff comments, the applicant presentation, all referral comments and any citizen testimony in response to this application. Based upon the review of applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Subdivision and Zoning Regulations, and the facts presented on this date, the Planning Commission hereby recommends approval of Coyote Creek PUD Filing No. 6 Preliminary Plat for a planned unit development located in the northeast quarter of section 5, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado, with the following conditions:

- I. Prior to finalizing the Preliminary Plat:
 - A. Any redline comments provided by City staff shall be made to the preliminary plat.
- II. With the submittal of the Final Plat:
 - A. Applicant shall adequately address comments from the City Engineer.
 - B. Applicant shall adequately address impacts to the Golf Course, including but not limited to, site circulation and impact mitigating landscaping.

DONE THIS 23rd DAY OF MAY, 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.


Chairman

ATTEST:


Planning Director

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 23, 2024

The Planning Commission of the City of Fort Lupton met in session at City Hall Chambers, 130 South McKinley Avenue, the regular meeting place of the Planning Commission and virtually via GoToMeeting, on Thursday, May 23, 2024.

Chair Mike Simone called the meeting to order at 6:00 PM.

ROLL CALL

Commissioners Present: Chair Mike Simone, Members Thomas Holton, Shannon Rhoda, and Paul Witmer.

City Staff Present: Planning Director Todd Hodges, Planners Sean McDermott, Magaly Morales, Zachary Mettler, Planning Administrative Assistant Beyza Kirmizi, City Engineer David Rausch, Tyler Tarpley and Mikey McNay from the Coyote Creek Golf Course.

APPROVAL OF AGENDA

Commissioner Holton moved to approve the agenda, Commissioner Witmer seconded.

CONSENT AGENDA

Commissioner Holton moved to approve the consent agenda, Commissioner Witmer seconded.

PUBLIC COMMENT

There were no public comments.

ADDITIONAL COMMENT

Commissioner Rhoda mentioned she lives on the adjacent property to the proposed PUD and that she talked to the City's attorney prior to the Planning Commission to discuss any conflicts of interest. They agreed there was no conflict of interest and that Commissioner Rhoda could participate in this Planning Commission meeting.

ACTION ITEM

P2024-007 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF THE COYOTE CREEK PUD FILING NO. 6 PRELIMINARY PUD PLAT

Planner Magaly Morales presented the application submitted by JR Engineering and Lupton Land, LLC for a Preliminary Plat known as the Coyote Creek Filing. No 6 Preliminary Plat located on the Northwest corner of the golf course. The site is located approximately .07 miles south of 9th Street and approximately .05 miles west of College Ave. The property is zoned PUD and is designated single-family attached in the comprehensive plan, however the Coyote Creek PUD has specific allowances for moving density and changing building types within the entire PUD.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 23, 2024

Ms. Morales explained that Filing No. 6 is the final filing for the Coyote Creek Development which was master planned in 1996. The master plan planned for this parcel to be 83 Single-Family lots. This filing proposes 83 single-family detached lots and .58 acres of common open space, which includes a pocket park. This PUD is under the prior Residential Design Standards, however proposed design maintain consistency with Filing 5, which was reviewed by the commission in November. Architectural elevations will continue to be reviewed with the final plat. Staff recommends conditional approval of this application with conditions as listed on the proposed resolution. These conditions include addressing the impacts to the Golf Course, including but not limited to site circulation and impact mitigating landscaping as well as addressing remaining City Engineer comments, which includes the submittal of a final drainage study and finalization of a Subdivision Improvements Agreement among other items as part of the Final Plat submittal. The applicant has met with City Staff several times for these items and has adequately addressed all other referral comments received. All notification requirements have been met and the applicant is here tonight to provide a presentation.

Representing JR Engineering, LLC, Kenneth Merritt was in attendance to give a presentation. Mr. Merritt explained that this project is the final residential filing of the Coyote Creek Residential Neighborhood which is located in the Northeast corner of the Coyote Creek Residential Development and Golf Course. This parcel is approximately 14 acres in size for which the applicants are proposing to build 83 dwelling units. Mr. Merritt mentioned that after revision the number of units changed from 84 to 83 units because of the exit that is needed to connect Mountain View Avenue and College Avenue. The proposal includes 42 lots that are approximately 50' x 105' and 41 lots that are 40' x 97'. The property will be surrounded by different types of trees which will be planted by the developer to meet requirements set by city staff. Approximately 76-80 trees will be planted varying in sizes and types. The PUD proposal includes a .40-acre pocket park located in the north east central area of the development offering benches, bike racks, and an open grass play area. Mr. Merritt continued to explain the different elevations that the development will offer. He concludes his presentation by describing the drainage changes that were required by the City Engineer, which include the installation of a new storm drainage pipe along the south side of 9th St which will discharge into an existing storm sewer.

Chair Simone opened up for public comments at 6:12pm.

Michael Blumenthal, owner and manager of Lupton Land, LLC commented that they already have an existing water contract and will not be exhausting Fort Lupton's water bank. He mentioned that Lupton Land, LLC were the applicants for the Coyote Creek Filings No. 4 and No. 5 and is certain that all filings will be successful.

Kory Nicholson, who lives south of Filing No. 6, commented on the absent space between the golf course and the proposed PUD and pointed out the likelihood of potential damages to the properties as golf balls frequently hit houses in the neighborhood. He also voiced safety concerns that he wishes to be considered in the decision.

Chair Simone closes public comment at 6:18pm.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 23, 2024

Chair Simone opened up for commissioner comments at 6:18pm.

Commissioners discussed:

- Safety issues
- Accountability in case of property damage
- Trees as part of safety measures
- Conditions of approval addressed by city staff
- Coverage to protect the homes
- Rear elevations
- Possibility to put up screens on property
- Significance of storm culverts
- Drainage concerns
- Truck traffic and designated routes
- Stop sign at Mountain View Avenue and College Avenue
- Retaining walls to prevent floods

The applicant addressed the impact of the golf course and explained that together with Tyler Tarpley they commissioned a third-party analysis to determine ways to mitigate the impact on the residential area. A significant number of trees with varying sizes was recommended which the applicants are intending to follow.

The applicant addressed the missing rear elevations in the presentation and explained that the different types of rear elevations are included in the preliminary plat submittal. Ms. Morales mentioned that different architectural features is a condition of approval which will be addressed in the final plat.

The applicant addressed the drainage concerns and explained the drainage study is continuously being worked on alongside the City Engineer.

City Engineer David Rausch addressed the truck traffic and stated that Public Works provides instructions regarding preferred truck routes for traffic control.

After discussion commissioner Holton moved to approve P2024-007 (A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of the Coyote Creek PUD Filing No. 6 Preliminary PUD Plat), Commissioner Rhoda seconded the motion.

Motion passed unanimously on a roll call vote.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 23, 2024

DISCUSSION ITEM

Commissioner Holton voiced the wish to include conditions and comments made by staff and City Engineer in the Planning Commission packet.

All upcoming PUD proposals that will be presented to Planning Commission will have to follow the guidelines of the new code with the exception of one more project.

Commissioner Holton mentioned he would like to change his position on the board to the Alternate position.

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for June 13, 2024.

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 7:11 PM.

Submitted by

Beyza Kirmizi
Planning Administrative Assistant

Approved by Planning Commission

Mike Simone
Chair



**COYOTE CREEK PUD FILING NO. 6 PRELIMINARY PLAT
STAFF REPORT
PPL2023-003**

PROJECT DESCRIPTION

Project No.: PPL2023-002

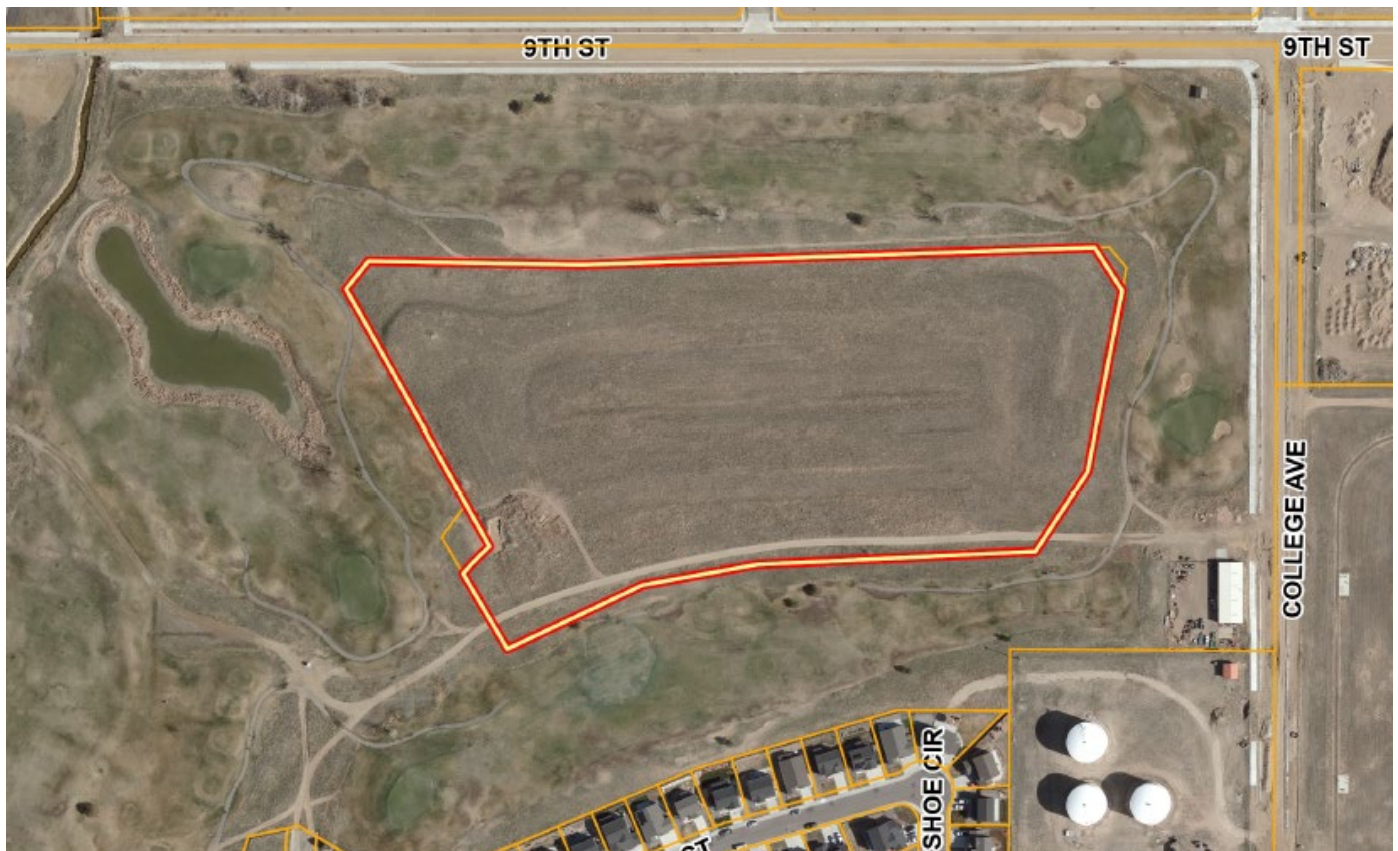
Project Name: Coyote Creek PUD Filing No. 6 Preliminary Plat

Owner's Name: Michael Blumenthal with Lupton Land LLC

Representative's Name: Kenneth Merritt with JR Engineering

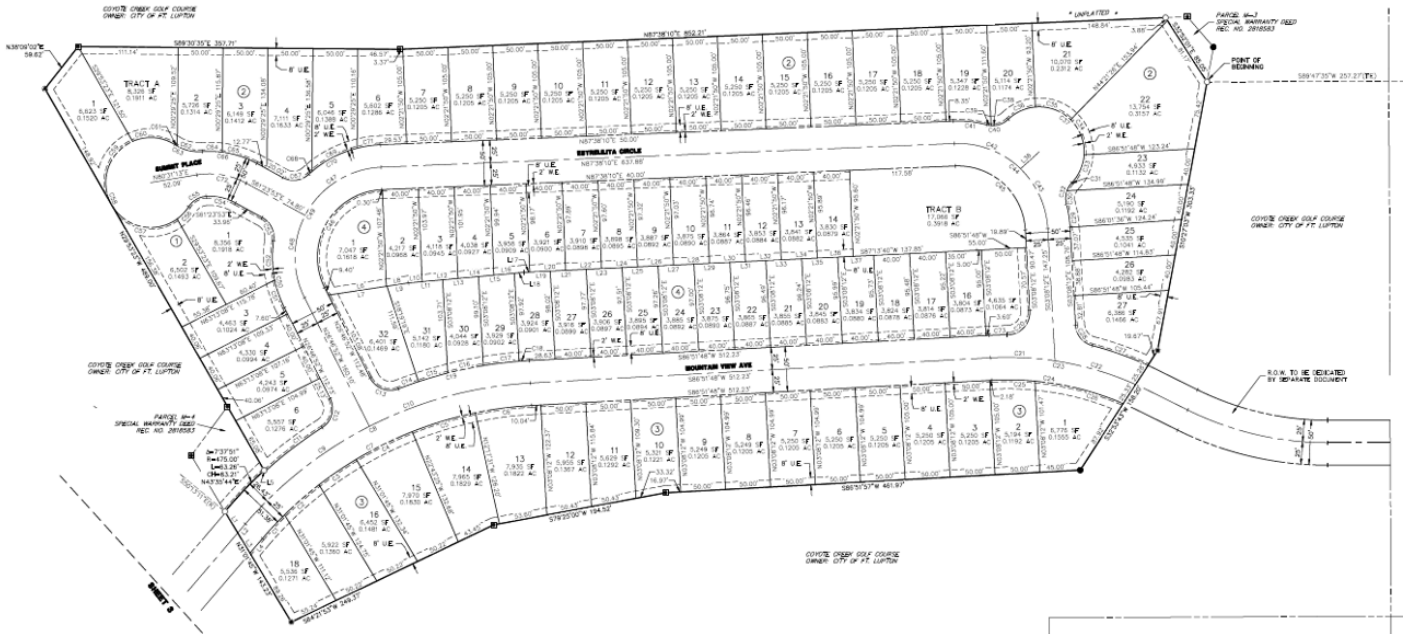
Location of Request:

The site consists of land located approximately .07 miles south of 9th Street and approximately .05 miles west of College Ave (the "Property"). The Property is located in the Northwest Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton., County of Weld, State of Colorado.



Nature of Request:

The Applicant has submitted a request for a preliminary plat for 83 single-family detached residential lots and will include .58 acres of common open space.



Site Size: 13.6 acres, more or less.

Zone District: PUD Planned Unit Development.

Proposed Use: Residential uses to include 83 single-family detached residential lots.

Existing Use: Vacant

Hearing Dates: Planning Commission – May 23, 2024 at 6:00 PM; and
City Council – June 18, 2024 at 6:00 PM.

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado, with an option to attend virtually via GoToMeeting.

Staff Recommendation: Approval with conditions, as shown on the proposed resolution.

SUMMARY OF PREVIOUS APPLICATIONS

This property was originally annexed in 1994 with a larger area that was known as the Twombly Annexation. The Coyote Creek Development Plan from 1996 serves as the master PUD plan for this property. This piece is considered the sixth filing of the Coyote Creek development.

APPLICATION PROCESS

The Applicant is requesting approval of a preliminary plat for a residential subdivision that will include 83 single-family detached homes.

This application is being review under the Fort Lupton Municipal Code ("FLMC"). Pursuant to Sec. 17-22(b)(14) of the FLMC after required public notice of the preliminary plat, the Planning Commission shall consider the application, referral comments and any public testimony at a public hearing and make a recommendation to City Council to approve, approve with conditions or deny the preliminary plat. The Planning Commission's comments shall be based on the evidence presented, conformance with the Comprehensive Plan and compliance with the City's standards, regulations and policies.

The City Council shall then conduct a public hearing and evaluate the preliminary plat, referral agency comments, Planning Commission recommendation and any public testimony. City Council shall approve, conditionally approve, continue for additional information or for further study or deny the application based on the evidence presented and compliance with the City's standards, regulations and policies and other guidelines.

NOTIFICATION REQUIREMENTS

The Subdivision Regulations require published notice of the hearings in a timely manner prior to the hearings. Notice of the Planning Commission and City Council hearings was published in the Fort Lupton press on May 16, 2024.

Notice of the public hearings was posted on the Property on May 8, 2024, pursuant to the Subdivision Regulations, which require the Applicant post the Property with notice of the hearings at least fifteen (15) days prior to the hearings.

Notice was mailed to neighbor within 500 feet of the Property, and owners and lessees of mineral interests on May 8, 2024.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

The area is zoned PUD Planned Unit Development with residential uses. The objective of a PUD is to provide for the planning and development of substantial tracts of land, suitable in location and character for the uses proposed, as unified and integrated entities in accordance with detailed development plans.

The Preliminary Plat is for a residential subdivision to include 83 single-family detached residential lots, including common areas and interconnecting trails. The Applicant has submitted the required documents pursuant to the Code.

The PUD plan was previously approved.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map designates this area for Single-Family Attached land uses. This designation allows for single-family attached homes in formal, planned developments. These provide higher density and more affordable housing options to complement traditional single-family detached neighborhoods.

The proposed development plans for single-family detached homes within Filing No. 6. The Master Planned Coyote Creek Development originally proposed multi-family housing at this location, however did provide for the ability to develop single-family attached or detached housing.

REFERRALS

Referrals were provided to the list below.

City Attorney	Police Chief	Public Works Director
Building Inspector	Golf Course Manager	GIS Specialist
Fort Lupton Fire Protection District	CDOT	Weld County School District RE-8
Weld County GIS	Colorado Parks and Wildlife	NCWCD
United Power	Comcast	CenturyLink
Xcel Energy	Postmaster	

Additional documents are available for review at
<https://www.fortluptonco.gov/DocumentCenter/Index/741>.

Coyote Creek Filing No. 6 – Development Narrative

Coyote Creek Filing 6 is generally located south of 9th Street, bisected by Mountain View Avenue, in the northeast corner of the approved Coyote Creek PUD Master Development Plan and is approximately 13.6 acres in size. The approved PUD Master Development Plan has Single-Family as the approved use for PA-6 and allows for up to 83 Single-Family Dwelling Units. Coyote Creek Filing 6 is proposing 84 Single Family Detached Residential Lots on 13.6 Acres with a Gross Density of 6.2 Dwelling Units per Acre.

Also included as part of Coyote Creek Filing 6 Development are 3.1 Acres of Public Street Right-of-Way Dedication (22.6% of Total Site Area), 0.58 Acres of Common Open Space (4.3% of Total Site Area) to also be owned and maintained by the Coyote Creek Filing 6 Home Owners Association (HOA). When approved by the City the Developers of Coyote Creek Filing 6 will also be responsible to construct all the necessary Public Roads, Water, Sanitary Sewer, Storm Sewer and Gray Water Irrigation infrastructure needed to support the proposed Single Family Residential Development.

COYOTE CREEK PUD FILING NO. 6 PRELIMINARY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,

CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

13.609 ACRES- 84 LOTS/ 2 TRACTS

PROJECT NO. PPL2023-002

DESCRIPTION:

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER 1/4 CORNER BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY AN ALUMINUM CAP STAMPED "LS 13155" BEARING S89°17'03" A DISTANCE OF 2647.93 FEET AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE. NAD(83).

COMMENCING AT CENTER 1/4 CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 2,184.88 FEET;

THENCE DEPARTING SAID EAST LINE, S89°47'35"W A DISTANCE OF 257.27 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL M-3 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, AND THE POINT OF BEGINNING;

THENCE S10°27'03"W A DISTANCE OF 303.33 FEET;

THENCE S32°53'43"W A DISTANCE OF 158.20 FEET;

THENCE S86°51'57"W A DISTANCE OF 461.97 FEET;

THENCE S79°25'00"W A DISTANCE OF 194.52 FEET;

THENCE S64°21'53"W A DISTANCE OF 249.37 FEET;

THENCE N31°01'45"W A DISTANCE OF 143.23 FEET, TO A POINT OF NON-TANGENT CURVE, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF PARCEL M-4 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583;

THENCE ON THE SOUTHERLY LINE OF SAID PARCEL M-4, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S80°13'11"E, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 07°37'51" AND AN ARC LENGTH OF 63.26 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL M-4, A POINT OF NON-TANGENT;

THENCE ON THE EASTERLY LINE OF SAID PARCEL M-4 AND IT'S EXTENSION, N29°53'23"W A DISTANCE OF 489.00 FEET:

THENCE N38°09'02"E A DISTANCE OF 59.62 FEET;

S89°30'35"E A DISTANCE OF 357.71 FEET;

N87°38'10"E A DISTANCE OF 852.21 FEET, TO THE NORTHWESTERLY CORNER OF SAID PARCEL M-3;

THENCE ON THE WESTERLY LINE OF SAID PARCEL M-3, S32°52'01"E A DISTANCE OF 85.05 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 592,809 SQUARE FEET OR 13.6090 ACRES.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE, LUPTON LAND, LLC, BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF COYOTE CREEK PUD FILING NO.6, AND DO HEREBY DEDICATE TO THE CITY OF FORT LUPTON AND ITS LICENSEES FOR PUBLIC USE FOREVER ALL STREETS, ALLEYS, UTILITY EASEMENTS, AS WELL AS TRACT B, AS INDICATED HEREON. IN COMPLIANCE WITH THE CITY OF FORT LUPTON SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNER(S) SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 20____.

ACKNOWLEDGMENT

STATE OF COLORADO }
COUNTY OF WELD } SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES_____

NOTARY PUBLIC

OWNERS APPROVAL:

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE LUPTON LAND, LLC BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, AND ARE ALL OF THE MORTGAGEES AND HOLDERS OF LIENS UPON THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS PLAT AND JOIN THE CONVEYANCE AND DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS AND PLACES SHOWN HEREON.

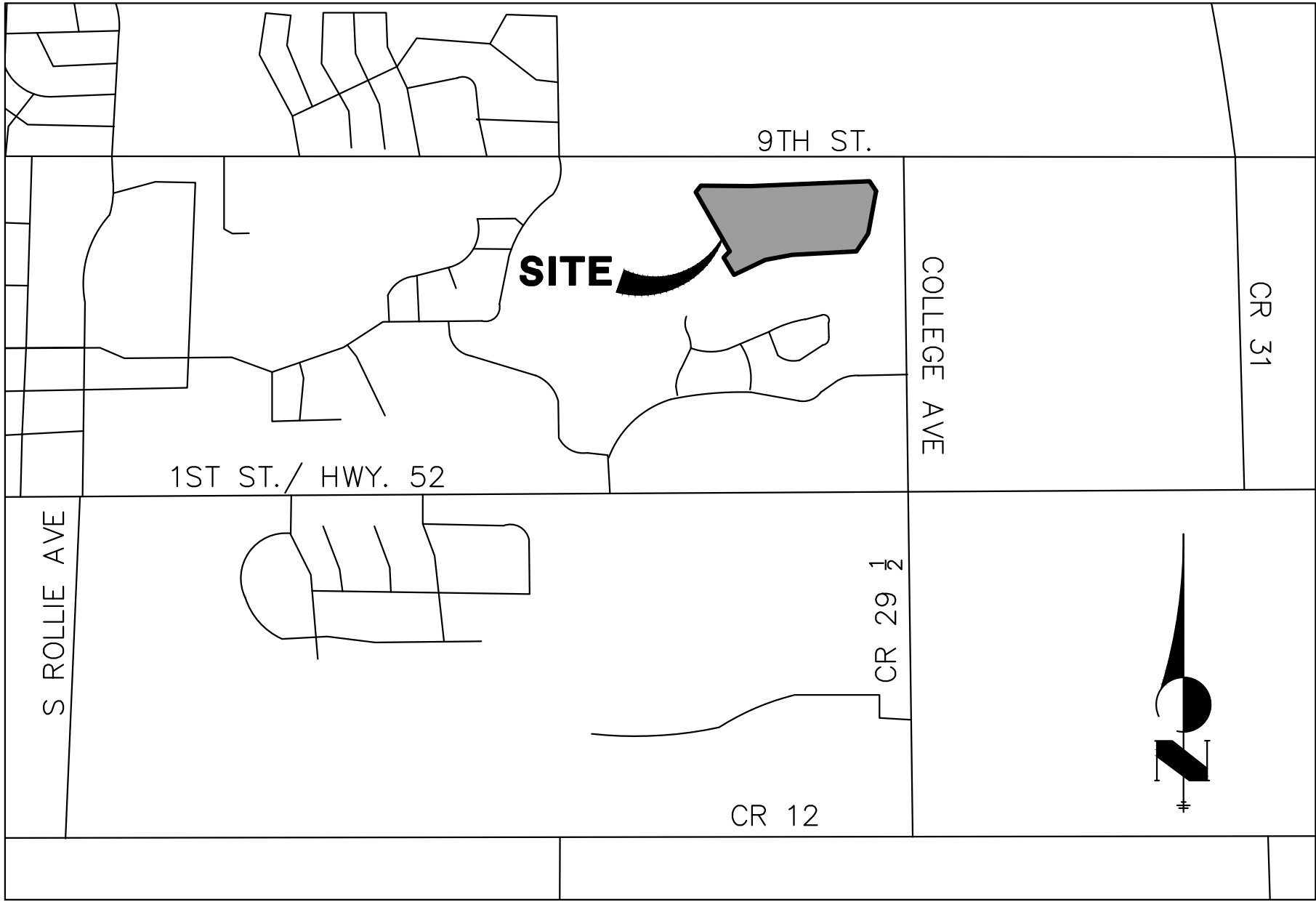
IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 201_.

ACKNOWLEDGMENT

STATE OF COLORADO }
COUNTY OF WELD } SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____ BY
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES_____

NOTARY PUBLIC



VICINITY MAP SCALE: 1"=1000'

LAND SUMMARY CHART			
TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
RESIDENTIAL LOTS	433,370	9.949	73.10%
TRACTS	25,392	0.583	4.29%
PUBLIC ROW	134,047	3.077	22.61%
TOTAL	592,809	13.609	100.00%

TRACT SUMMARY CHART					
TRACT	AREA (SF)	AREA (ACRES)	USE	OWNERSHIP	MAINTENANCE
Tract A	8,326	0.191	UTILITIES, LANDSCAPE, & DRAINAGE	CCHOA	CCHOA
Tract B	17,066	0.392	UTILITIES, LANDSCAPE, DRAINAGE, & PUBLIC ACCESS	CCHOA	CCHOA
Total Area	25,392	0.583			

GENERAL NOTES:

- NOTICE: PER C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- PER THE BYLAWS AND RULES OF THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, CERTIFICATION IS DEFINED AS A STATEMENT THAT INCLUDES THE FOLLOWING: (A) IS SIGNED AND/OR SEALED BY A PROFESSIONAL LAND SURVEYOR REPRESENTING THAT THE SURVEYING SERVICES ADDRESSED THEREIN HAVE BEEN PERFORMED BY THE PROFESSIONAL LAND SURVEYOR OR UNDER THE PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE. (B) IS BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF. (C) IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. (D) IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, JR ENGINEERING, LLC RELIED UPON TITLE COMMITMENT NO. NCS-1113320-CO, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED FEBRUARY 17, 2022 AT 5:00 P.M.
- LAND DESCRIBED IN THIS PLAT IS NOT IN A F.E.M.A. FLOODPLAIN AS PER FLOOD INSURANCE RATE MAP PANEL NUMBER 08123C2110E WITH A REVISION DATE OF JANUARY 20, 2016.
- A BLANKET EASEMENT IS HEREBY GRANTED OVER ALL OF TRACTS A, & B FOR PUBLIC UTILITIES, DRAINAGE AND LANDSCAPING.
- UNLESS SPECIFICALLY MODIFIED BY A PUD PLAN, ALL PROVISIONS OF THE CITY'S CODE AND ADOPTED STANDARDS AND SPECIFICATIONS SHALL APPLY WITHIN PUD DISTRICTS.

KEY CONTACTS:

OWNER:
LUPTON LAND, LLC
10221 PRESTWICK TRAIL
LONE TREE, CO 80124
ATTN: BOB QUINETTE

SURVEYOR/CIVIL ENGINEER/LANDSCAPE ARCHITECT
JR ENGINEERING
2900 SOUTH COLLEGE AVENUE, SUITE 3D
FORT COLLINS, CO 80525
ATTN: KEN MERRITT

SURVEYOR'S IMPROVEMENT CERTIFICATE

I HEREBY CERTIFY THAT, ON THE DATE SHOWN, A FIELD SURVEY WAS CONDUCTED UNDER MY SUPERVISION OF THE ABOVE-DESCRIBED PROPERTY, AND THAT ALL BUILDING IMPROVEMENTS, EASEMENTS AND RIGHTS-OF-WAY IN EVIDENCE OR KNOWN TO ME ARE CORRECTLY SHOWN ON THE ABOVE PLAT. I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS BY AND/OR ON THIS PROPERTY, UNLESS OTHERWISE NOTED.

DATE OF SURVEY: SEPTEMBER 18, 2023



JARROD ADAMS, COLORADO PLS NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC

SURVEYORS CERTIFICATE:

I, JARROD ADAMS, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF COYOTE CREEK FILING NO. 6 WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THIS PLAT HAS BEEN PREPARED IN COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO AT THE TIME OF THIS SURVEY WITHIN MY CONTROL, AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF



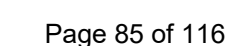
JARROD ADAMS, COLORADO PLS NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC

COYOTE CREEK FILING NO. 6
JOB NO. 16093.02
SEPTEMBER 18, 2023
SHEET 1 OF 3



Centennial 303-740-9993 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

PROJECT NO. PPL2023-002



COYOTE CREEK PUD FILING NO. 6 PRELIMINARY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

13.609 ACRES- 84 LOTS/ 2 TRACTS
PROJECT NO. PPL2023-002

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N31°01'45"W	27.62'
L2	S40°35'10"W	13.10'
L3	N31°01'45"W	26.34'
L4	S40°35'10"W	21.41'
L5	N29°53'23"W	1.56'
L6	S81°22'02"W	65.09'
L7	S81°22'02"W	65.78'
L8	S81°22'02"W	24.96'
L9	S81°22'02"W	24.26'
L10	S84°45'07"W	15.21'
L11	S84°45'07"W	38.15'
L12	S84°45'07"W	40.05'
L13	S84°45'07"W	40.03'
L14	S84°45'07"W	40.05'
L15	S84°45'07"W	40.03'
L16	S84°45'07"W	34.26'
L17	S87°13'40"W	5.78'
L18	S84°45'07"W	11.37'
L19	S87°13'40"W	28.63'

LINE TABLE		
LINE	BEARING	DISTANCE
L20	S87°13'40"W	40.00'
L21	S87°13'40"W	40.00'
L22	S87°13'40"W	40.00'
L23	S87°13'40"W	40.00'
L24	S87°13'40"W	40.00'
L25	S87°13'40"W	40.00'
L26	S87°13'40"W	40.00'
L27	S87°13'40"W	40.00'
L28	S87°13'40"W	40.00'
L29	S87°13'40"W	40.00'
L30	S87°13'40"W	40.00'
L31	S87°13'40"W	40.00'
L32	S87°13'40"W	40.00'
L33	S87°13'40"W	40.00'
L34	S87°13'40"W	40.00'
L35	S87°13'40"W	40.00'
L36	S87°13'40"W	40.00'
L37	S87°13'40"W	40.00'
L38	S47°47'37"W	28.01'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	4°51'53"	425.00'	36.09'
C2	6°51'03"	425.00'	50.82'
C3	6°45'21"	425.00'	50.11'
C4	9°22'03"	425.00'	69.48'
C5	9°53'19"	425.00'	73.35'
C6	8°33'00"	425.00'	63.42'
C7	46°16'38"	425.00'	343.27'
C8	46°16'38"	450.00'	363.46'
C9	22°28'38"	450.00'	176.54'
C10	23°48'00"	450.00'	186.92'
C11	9°42'46"	475.00'	80.52'
C12	84°07'13"	25.00'	36.70'
C13	84°24'05"	25.00'	36.83'
C14	2°51'38"	475.00'	23.72'
C15	4°05'40"	475.00'	33.94'
C16	4°52'55"	475.00'	40.47'
C17	4°50'13"	475.00'	40.10'
C18	1°22'20"	475.00'	11.38'
C19	18°02'45"	475.00'	149.61'
C20	93°04'00"	25.00'	40.61'
C21	11°46'15"	350.00'	71.90'
C22	15°19'41"	350.00'	93.63'
C23	27°05'56"	350.00'	165.54'
C24	26°24'19"	325.00'	149.78'
C25	8°27'38"	325.00'	47.99'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C26	17°56'41"	325.00'	101.79'
C27	10°01'52"	375.00'	65.65'
C28	72°19'56"	25.00'	31.56'
C29	11°58'48"	125.00'	26.14'
C30	34°27'37"	25.00'	15.04'
C31	24°03'39"	25.00'	10.50'
C32	58°31'16"	25.00'	25.53'
C33	39°38'55"	50.00'	34.60'
C34	49°23'55"	50.00'	43.11'
C35	49°23'55"	50.00'	43.11'
C36	38°34'25"	50.00'	33.66'
C37	177°01'11"	50.00'	154.48'
C38	47°52'29"	25.00'	20.89'
C39	10°38'46"	25.00'	4.65'
C40	58°31'16"	25.00'	25.53'
C41	17°16'11"	125.00'	37.68'
C42	46°26'48"	100.00'	81.06'
C43	42°46'50"	100.00'	74.67'
C44	89°13'38"	100.00'	155.73'
C45	89°13'38"	75.00'	116.80'
C46	114°25'02"	75.00'	149.77'
C47	59°58'37"	100.00'	104.68'
C48	54°26'25"	100.00'	95.02'
C49	114°25'02"	100.00'	199.70'
C50	35°14'38"	125.00'	76.89'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C51	15°01'28"	125.00'	32.78'
C52	20°13'09"	125.00'	44.11'
C53	69°51'39"	25.00'	30.48'
C54	32°06'45"	60.00'	33.63'
C55	53°57'50"	25.00'	23.55'
C56	21°30'24"	50.00'	18.77'
C57	96°04'42"	50.00'	83.84'
C58	269°59'52"	50.00'	235.62'
C59	96°04'42"	50.00'	83.84'
C60	56°20'02"	50.00'	49.16'
C61	3°26'55"	50.00'	3.01'
C62	33°14'15"	50.00'	29.01'
C63	36°41'10"	50.00'	32.01'
C64	11°29'29"	110.00'	22.06'
C65	21°16'26"	110.00'	40.84'
C66	32°45'55"	110.00'	62.91'
C67	71°11'38"	25.00'	31.06'
C68	2°08'55"	125.00'	4.69'
C69	26°08'57"	125.00'	57.05'
C70	40°13'42"	125.00'	87.76'
C71	11°55'50"	125.00'	26.03'
C72	38°05'03"	85.00'	56.50'
C73	3°04'00"	375.00'	20.07'

LEGEND

- RECOVERED 1-1/2" ALUMINUM CAP
STAMPED "LS 29036"

■

RECOVERED 1-1/2" ALUMINUM CAP
STAMPED "LS 13155"

●

RECOVERED 1-1/2" ALUMINUM CAP
ILLEGIBLE

●

RECOVERED #5 REBAR

○

SET 18" #5 REBAR W/
1-1/2" ALUMINUM CAP
STAMPED "LS 38252"
- EXISTING BOUNDARY

PROPOSED LOT LINE

EXISTING PROPERTY LINE

EXISTING RIGHT-OF-WAY LINE

EXISTING EASEMENT LINE

PROPOSED EASEMENT LINE

U.E.

UTILITY EASEMENT

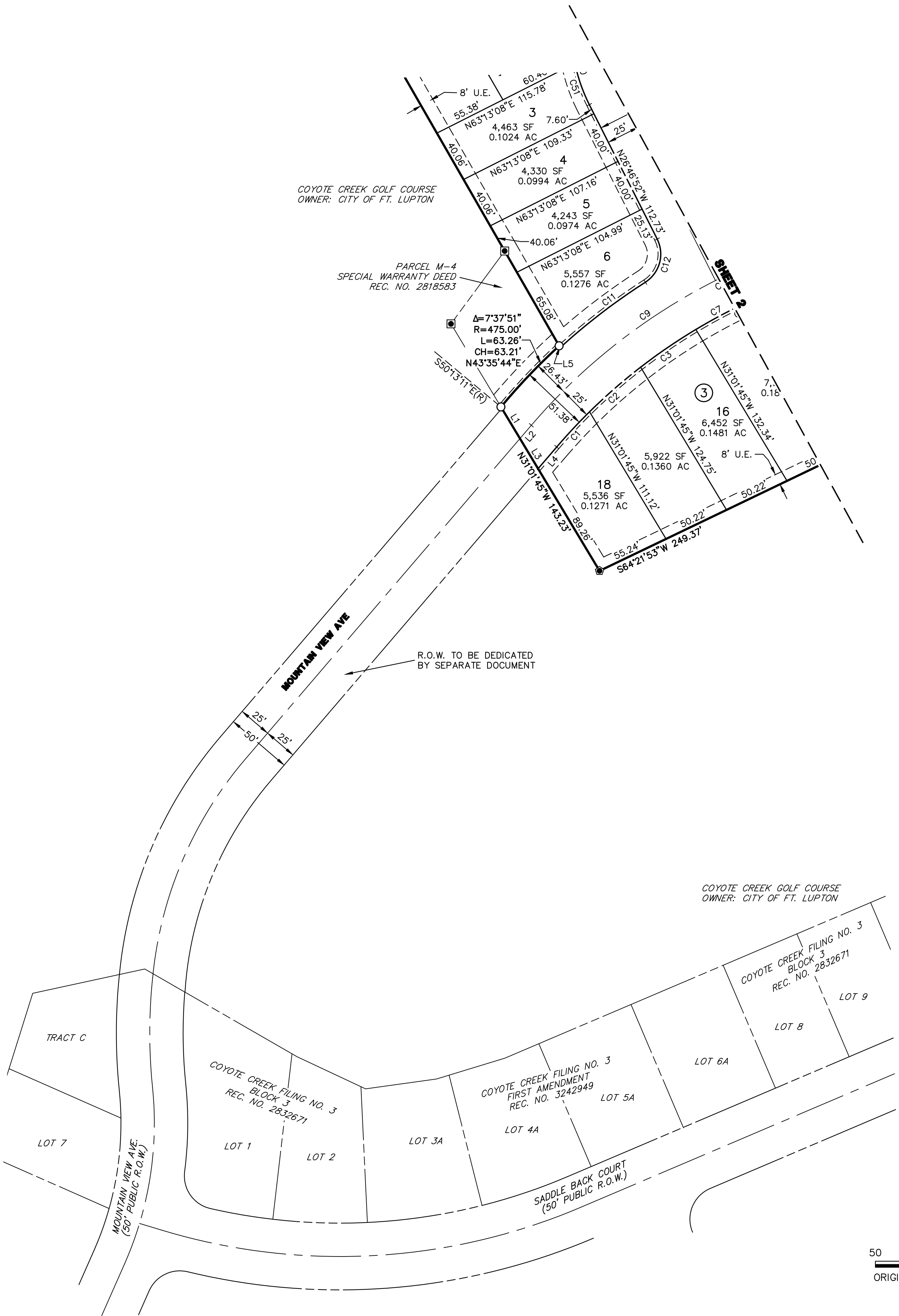
W.E.

EXCLUSIVE WATER EASEMENT

①

BLOCK NUMBER

NOTE- SEE SHEET 3 FOR LINE AND CURVE TABLES



COYOTE CREEK FILING NO. 6
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SHEET 3 OF 3



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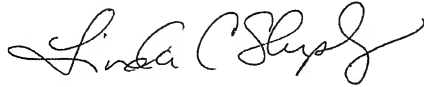
Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

City of Fort Lupton Legals***
130 S McKinley Avenue
Fort Lupton CO 80621

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 5/16/2024, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



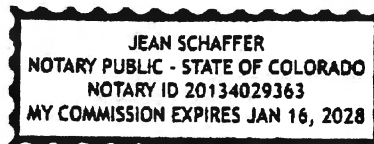
For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 5/16/2024. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20134029363-218023

Jean Schaffer
Notary Public
My commission ends January 16, 2028



Public Notice

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a Preliminary Plat referred to as the Coyote Creek Filing No. 6 Preliminary Plat, located approximately .07 miles south of 9th Street and approximately .05 miles west of College Ave in Fort Lupton, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, May 23, 2024, at 6:00 P.M., and before the City Council on Tuesday, June 18, 2024, at 6:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall is closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

Further information is available through the City Planning and Building Department at 720.928.4003

ALL INTERESTED PERSONS MAY ATTEND. LEGAL DESCRIPTION

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER 1/4 CORNER BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY AN ALUMINUM CAP STAMPED "LS 13155" BEARING S89°17'03" A DISTANCE OF 2647.93 FEET AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE, NAD(83). COMMENCING AT CENTER 1/4 CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 2,184.88 FEET; THENCE DEPARTING SAID EAST LINE, S89°47'35"W A DISTANCE OF 257.27 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL M-3 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, AND THE POINT OF BEGINNING; THENCE S10°27'03"W A DISTANCE OF 303.33 FEET; THENCE S32°53'43"W A DISTANCE OF 158.20 FEET; THENCE S88°51'57"W A DISTANCE OF 461.97 FEET; THENCE S79°25'00"W A DISTANCE OF 194.52 FEET; THENCE S64°21'53"W A DISTANCE OF 249.37 FEET; THENCE N31°01'45"W A DISTANCE OF 143.23 FEET, TO A POINT OF NON-TANGENT CURVE, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF PARCEL M-4 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583; THENCE ON THE SOUTHERLY LINE OF SAID PARCEL M-4, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S50°13'11"E, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 07°37'51" AND AN ARC LENGTH OF 63.26 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL M-4, A POINT OF NON-TANGENT; THENCE ON THE EASTERLY LINE OF SAID PARCEL M-4 AND ITS EXTENSION, N29°53'23"W A DISTANCE OF 489.00 FEET; THENCE N38°09'02"E A DISTANCE OF 59.82 FEET; THENCE S89°30'35"E A DISTANCE OF 357.71 FEET; THENCE N87°38'10"E A DISTANCE OF 852.21 FEET, TO THE NORTHWESTERLY CORNER OF SAID PARCEL M-3; THENCE ON THE WESTERLY LINE OF SAID PARCEL M-3, S32°52'01"E A DISTANCE OF 85.05 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 592,809 SQUARE FEET OR 13.6090 ACRES.

Legal Notice No. FLP1043
First Publication: May 16, 2024
Last Publication: May 16, 2024
Publisher: Fort Lupton Press



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 8 day of May, 2023**, a true and correct copy of the foregoing Notice of Public Hearings for the **Coyote Creek Filing No. 6 Preliminary Plat** was sent via United States Mail, postage pre-paid, to the following addresses:

LGI HOMES COLORADO LLC 1450 LAKE ROBBINS DR STE 430 THE WOODLANDS, TX 773803294	COTTONWOOD GREENS METROPOLITAN DISTRICT NO. 2 2619 CANTON CT STE A FORT COLLINS, CO 805254453	AIMS LOCAL COLLEGE DISTRICT PO BOX 69 GREELY, CO 806320069
PRECIADO JUAN R 2183 SADDLE BACK CT FORT LUPTON, CO 806214628	HAUPT TAYLOR G 2213 SADDLE BACK CT FORT LUPTON, CO 806214630	HARMON MARY 2283 SADDLE BACK CT FORT LUPTON, CO 806214636
NICHOLSON KORY L 2293 SADDLE BACK CT FORT LUPTON, CO 806214636	JANZEN MARK J 2305 SADDLE BACK CT FORT LUPTON, CO 806214632	KRESS TYLER S 2313 SADDLE BACK CT FORT LUPTON, CO 806214632
CHAVEZ VICTORIA 2321 SADDLE BACK CT FORT LUPTON, CO 806214632	FERRARA CALEB 456 GRANGE LN JOHNSTOWN, CO 805347827	DUCOING TODD 2337 SADDLE BACK CT FORT LUPTON, CO 806214632
DEAN SHODDIE MICHAEL 2345 SADDLE BACK CT FORT LUPTON, CO 806214632	CHACON JORDAN M 2355 SADDLE BACK CT FORT LUPTON, CO 806214632	MAUL MICHAEL R 2365 SADDLE BACK CT FORT LUPTON, CO 806214632
HUMILDAD ALEJANDRO 2375 SADDLE BACK CT FORT LUPTON, CO 806214632	STEWART DALTON 2432 HORSE SHOE CIR FORT LUPTON, CO 806214604	VAZQUEZ JESUS G MORALES 2424 HORSE SHOE CIR FORT LUPTON, CO 806214604
RIFE BRIAN 2418 HORSE SHOE CIR FORT LUPTON, CO 806214604	RUIZ IVAN BELTRAN 2302 HORSE SHOE CIR FORT LUPTON, CO 806214637	RITTER RAYMOND E 328 MUSTANG AVE FORT LUPTON, CO 806214634
STESSMAN JOSEPH NEIL 2223 SADDLE BACK CT FORT LUPTON, CO 806214630	TIFFANY PHILLIP A 2233 SADDLE BACK CT FORT LUPTON, CO 806214630	FERNANDEZ HEATHER DAWN 2253 SADDLE BACK CT FORT LUPTON, CO 806214630
LOPEZ-ASCENCIO ISMAEL 2273 SADDLE BACK CT FORT LUPTON, CO 806214630	ASJES ANDREW P 325 MUSTANG AVE FORT LUPTON, CO 806214633	SWEENEY EVAN 2303 HORSE SHOE CIR FORT LUTPON, CO 806214637
REYES ALMA D 2322 SADDLE BACK CT FORT LUPTON, CO 806214629	LENTZ DIANA L 2328 SADDLE BACK CT FORT LUPTON, CO 806214629	ROBERTS BRANDON 2336 SADDLE BACK CT FORT LUPTON, CO 806214629
SILVA HECTOR 2419 HORSE SHOE CIR FORT LUPTON, CO 806214604	MARTINEZ DAVID 2405 HORSE SHOE CIR FORT LUPTON, CO 806214604	


City Official



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621
www.fortluptonco.gov

Phone: 720.928.4003
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a **Preliminary Plat** referred to as the **Coyote Creek Filing No. 6 Preliminary Plat (PPL2023-002)** located at **approximately .07 miles south of 9th Street and approximately .05 miles west of College Ave** in Fort Lupton, Colorado pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, May 23, 2024 at 6:00 P.M., and before the City Council on Tuesday, June 18, 2024 at 6:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that City Hall is closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

Further information is available through the City Planning and Building Department at (720) 928-4003.

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: **Coyote Creek Filing No. 6 Preliminary Plat**

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER 1/4 CORNER BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY AN ALUMINUM CAP STAMPED "LS 13155" BEARING S89°17'03" A DISTANCE OF 2647.93 FEET AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE. NAD(83). COMMENCING AT CENTER 1/4 CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 2,184.88 FEET; THENCE DEPARTING SAID EAST LINE, S89°47'35"W A DISTANCE OF 257.27 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL M-3 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, AND THE POINT OF BEGINNING; THENCE S10°27'03"W A DISTANCE OF 303.33 FEET; THENCE S32°53'43"W A DISTANCE OF 158.20 FEET; THENCE S86°51'57"W A DISTANCE OF 461.97 FEET; THENCE S79°25'00"W A DISTANCE OF 194.52 FEET; THENCE S64°21'53"W A DISTANCE OF 249.37 FEET; THENCE N31°01'45"W A DISTANCE OF 143.23 FEET, TO A POINT OF NON-TANGENT CURVE, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF PARCEL M-4 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER

RECEPTION NO. 2818583; THENCE ON THE SOUTHERLY LINE OF SAID PARCEL M-4, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S50°13'11"E, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 07°37'51" AND AN ARC LENGTH OF 63.26 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL M-4, A POINT OF NON-TANGENT; THENCE ON THE EASTERLY LINE OF SAID PARCEL M-4 AND IT'S EXTENSION, N29°53'23"W A DISTANCE OF 489.00 FEET; THENCE N38°09'02"E A DISTANCE OF 59.62 FEET; THENCE S89°30'35"E A DISTANCE OF 357.71 FEET; THENCE N87°38'10"E A DISTANCE OF 852.21 FEET, TO THE NORTHWESTERLY CORNER OF SAID PARCEL M-3; THENCE ON THE WESTERLY LINE OF SAID PARCEL M-3, S32°52'01"E A DISTANCE OF 85.05 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 592,809 SQUARE FEET OR 13.6090 ACRES.

COYOTE CREEK PUD FILING
NO. 6, PRELIMINARY CD'S
PRELIMINARY PLAT

H-SCALE	1"=50'	
V-SCALE	1"=X'	
DATE	11/22/22	
DESIGNED BY	AJH	
DRAWN BY	JSC	
CHECKED BY		

[illegible]

J-R ENGINEERING
A Western Company

Central 303-740-6993 • Colorado Springs 719-593-2583
Fort Collins 970-491-8888 • www.jrengineering.com

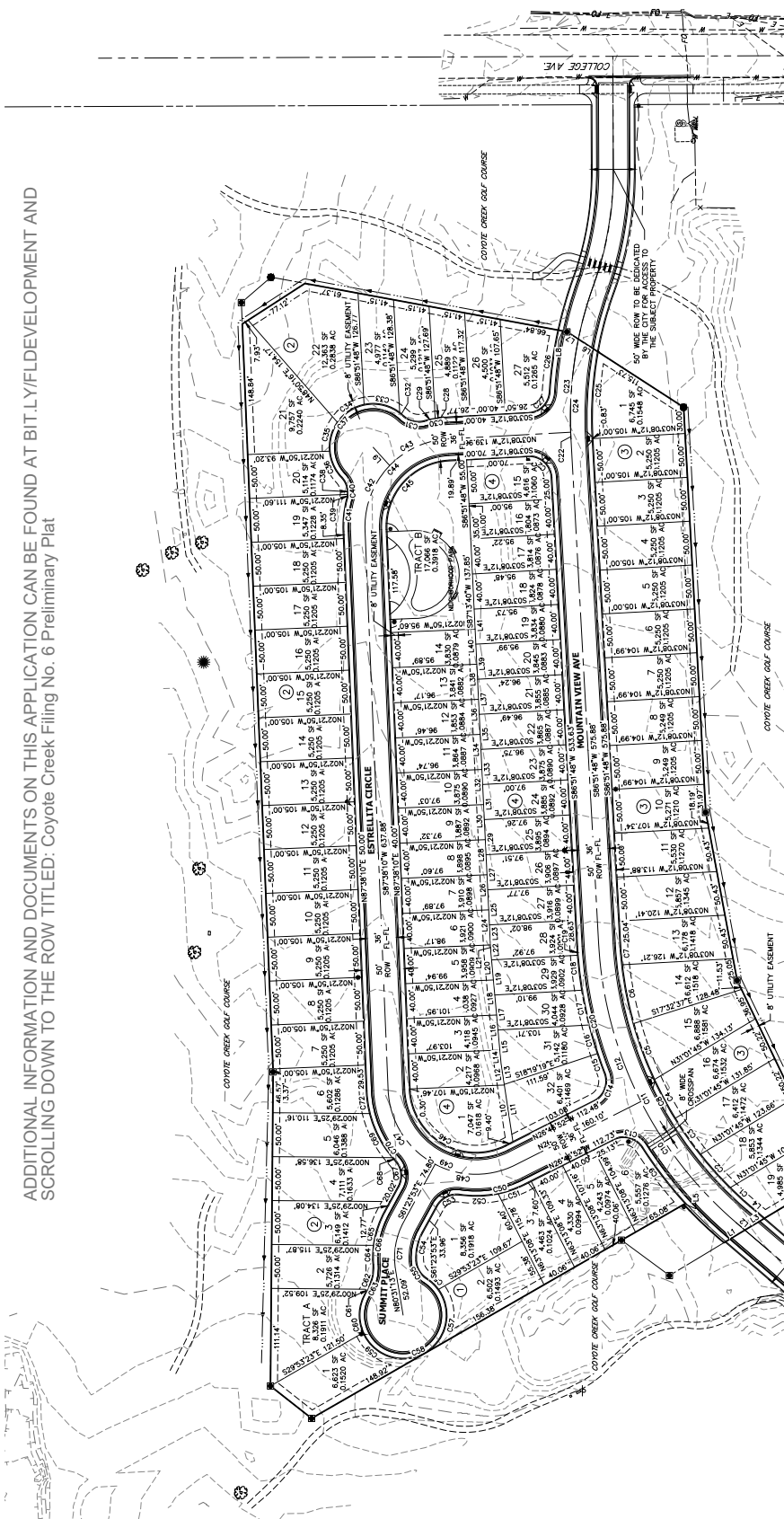


PREPARED FOR
LUPTON LAND, LLC
10221 PRESTWICK TRAIL
LONE TREE, CO 80124
BOB QUINETTE
303-587-1966

UNTIL SUCH TIME AS
THESE DRAWINGS ARE
APPROVED BY THE
APPROPRIATE REVIEWING
AGENCIES, JR ENGINEERING
APPROVES THEIR USE
ONLY FOR THE PURPOSES
DESIGNATED BY WRITTEN
AUTHORIZATION.

COYOTE CREEK PUD FILING NO 6. PRELIMINARY CD'S

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: Coyote Creek Filing No. 6 Preliminary Plat



TYPE	AREA (SF)	AREA (AC)
RESIDENTIAL LOTS	433,101	9.943
TRACTS	25,392	0.583
PUBLIC ROW	134,316	3.083
TOTAL	592,809	13.609

LAND SUMMARY CHART

LEGAL DESCRIPTION

A FENCE LARK IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND ONE PINE TREE LOCATED AS FOLLOWS:

BASIS OF BEARINGS. THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING EXTENDED TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING AN ALUMINUM CAP STAMPED S $1^{\circ}15'00''$, BEARING 89° 7' 00" E, DISTANCE OF 201.7 FEET AS REFERENCED TO COLORADO STATE PLAT NO. 104353.

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 2,164.88 FEET;
THENCE DEPARTING SAID EAST LINE, S89°47'35"W A DISTANCE OF 257.27 FEET, TO THE SOUTHEASTLY CORNER OF PARCEL M-3 DESCRIBED IN THE SPECIAL WARRANTY
DEED RECORDED UNDER RECEPTION NO. 2016953, IN THE RECORDS OF THE WELD COUNTY OF PARK AND RECORDED, AND THE POINT OF BEGINNING;
COMMENCING AT CENTER 1/4 CORNER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

[illegible]

CONTAINING A CALCULATED AREA OF 592,809 SQUARE FEET OR 13.6090 ACRES.





Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 720.928.4003
Fax: 303.857.0351

www.fortluptonco.gov

Sign Posting Affidavit

Coyote Creek Filing No. 6 Preliminary Plat
Project No. PPL2023-002



Facing:
southern access road off of College Avenue

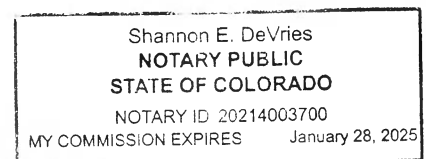
I, Beyza Kirmizi hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 8 day of May, 2024.

B Kirmizi
Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Shannon DeVries, this 17 day of May, 2024. Witness my hand and seal.

My commission expires 1/28/25.

Shannon DeVries
Notary Public





SUBJECT FOR DISCUSSION

Approve the Cash Payment of \$850,949 to Northern Colorado Water Conservancy District (NCWCD) for the Completion of Construction on the Windy Gap Firing Project (WGFP).

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Chimney Hollow Reservoir is scheduled to be completed in late summer 2025. Due to delays in starting construction the initial participant funding made in August 2021 will fall short of the amount needed to complete the project. NCWCD estimates the cost to complete the project at \$65 million. The City's cost will be \$850,949.

FINANCIAL CONSIDERATIONS

The 2024 Water Sales Tax budget included \$667,000 for WGFP. \$98,905.55 has been used for a WGFP Assessment payment made in January for Grand Foundation (\$66,111.11), indirect costs (\$6,250), and O&M Reserves (\$26,444.44). This leaves a budget of \$568,094.45 for this payment, requiring a supplemental budget resolution of \$282,855.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the cash payment of \$850,949 to NCWCD from the Water Sales Tax Fund for completion of the Windy Gap Firing Project.

Attachments:

- a. Notice to WCFP Allottees of Need to Incur Completion C&E
- b. WGFP 10-year assessment projection

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



NOTICE TO WGFP ALLOTTEES OF NEED TO INCUR COMPLETION C&E

To: City of Fort Lupton
From: Jeff Drager, P.E.
Date: May 29, 2024

Under the Windy Gap Firming Project (WGFP) Allotment Contracts, and using the definitions therein, the WGFP Enterprise has determined that the Initial C&E will be depleted, and Completion C&E must be incurred to complete construction of the WGFP. This letter serves as the WGFP Enterprise's Notice under Section 6.2.2 of the Allotment Contract of the need to incur Capital C&E Funding Obligations for Completion C&E. **The total amount of Completion C&E to be incurred is \$65,000,000.** Because interest earned on Initial C&E differed for Cash Allottee funds versus Loan Allottee funds, the WGFP Allottees' Capital C&E Funding Obligations for Completion C&E accordingly differ. The original Cash Allottees' Completion C&E portion totals \$32,536,281 (~\$715.08/cash unit) and the Loan Allottees' Completion C&E portion is \$32,463,719 (~\$729.52/loan unit). The WGFP Enterprise is offering the option for all Allottees to participate in a WGFP Financing to satisfy the Completion C&E, regardless of each Allottee's method of paying its Initial C&E.

Pursuant to 6.2.2, by August 27, 2024, Allottees shall elect in writing, by returning this form to the WGFP Enterprise through mail or email to jhernandez@northernwater.org, with cc to braley@troutlaw.com, to pay its Capital C&E Funding Obligations for such Completion C&E through a Capital C&E Funding Cash Payment, participation in a WGFP Financing, or a combination thereof. **If either no such election is made by August 27, or to the extent a cash payment is not received by August 30, 2024,** then that Allottee shall be obligated to participate in a WGFP Financing under Allotment Contract Section 6.2.2.2.

Construction of Chimney Hollow Reservoir is projected for completion late Summer 2025. According to the current budgets and the project's risk register, \$65,000,000 is deemed adequate for the successful completion of the project. However, considering the inherent uncertainties associated with construction, it is important to note that additional Completion C&E may be required in the future. If so, the WGFP Enterprise will provide a separate notice pursuant to Allotment Contract Section 6.2.2.

Fort Lupton's Completion C&E Funding Obligation for its 1,190 Units = \$850,949

Means of Completion C&E Payment:

☒ **Capital C&E Funding Cash Payment** 1,190 (# of units) \$ 850,949

☐ **WGFP Financing** _____ (# of units) \$ _____

Total Units = 1,190 (# of units); Total Amount = \$850,949

Signature

Mayor

Title

Date

**Chimney Hollow
Reservoir Project**

Completion C&E Allocation Summary					
Allottee	Units	Future Cost	Avail. Funds	Completion C&E	~ Per Unit
Cash Allottees					
Broomfield	26,464	\$100,008,916	\$81,084,957	\$18,923,959	\$715.08
Loveland	10,000	\$37,790,552	\$30,639,721	\$7,150,831	\$715.08
Longmont	7,500	\$28,342,914	\$22,979,791	\$5,363,123	\$715.08
Fort Lupton	1,190	\$4,497,076	\$3,646,127	\$850,949	\$715.08
CWCWD	346	\$1,307,553	\$1,060,134	\$247,419	\$715.08
	45,500	\$171,947,010	\$139,410,729	\$32,536,281	
Pooled Finance					
PRPA	16,000	\$60,464,883	\$48,792,534	\$11,672,347	\$729.52
Greeley	9,189	\$34,725,738	\$28,022,162	\$6,703,576	\$729.52
Erie	6,000	\$22,674,331	\$18,297,200	\$4,377,131	\$729.52
Little Thompson WD	4,850	\$18,328,418	\$14,790,237	\$3,538,181	\$729.52
Superior	4,726	\$17,859,815	\$14,412,095	\$3,447,720	\$729.52
Louisville	2,835	\$10,713,621	\$8,645,427	\$2,068,194	\$729.52
Lafayette	900	\$3,401,150	\$2,744,580	\$656,570	\$729.52
	44,500	\$168,167,955	\$135,704,236	\$32,463,719	
Totals	90,000	\$340,114,965	\$275,114,965	\$65,000,000	

Completion C&E Loan Payment Summary			
Allottee	Units	Year 1-10 Payment	Year 11-30 Payment
Cash Allottees			
Broomfield	26,464	\$949,101	\$862,819
Loveland	10,000	\$358,638	\$326,035
Longmont	7,500	\$268,979	\$244,526
Fort Lupton	1,190	\$42,678	\$38,798
CWCWD	346	\$12,409	\$11,281
	45,500	\$1,631,805	\$1,483,459
Pooled Finance			
PRPA	16,000	\$585,408	\$532,189
Greeley	9,189	\$336,207	\$305,643
Erie	6,000	\$219,528	\$199,571
Little Thompson WD	4,850	\$177,452	\$161,320
Superior	4,726	\$172,915	\$157,195
Louisville	2,835	\$103,727	\$94,297
Lafayette	900	\$32,929	\$29,936
	44,500	\$1,628,166	\$1,480,151
Totals	90,000	\$3,259,971	\$2,963,610



Windy Gap Firming Project
10 Year Assessment Projection
Forecast of FY25-FY34 Charges
April 9, 2024 Participant Committee Meeting

Note: Assessment below are WGFP only assessments and do not include WG costs including Windy Gap pumping charges.
5/29/2024 Update: Reallocated CWCB \$65.65M Completion Loan and Liquidity Fund accounting for differences between original Cash and Loan Allottees

Actual and Projected Assessments

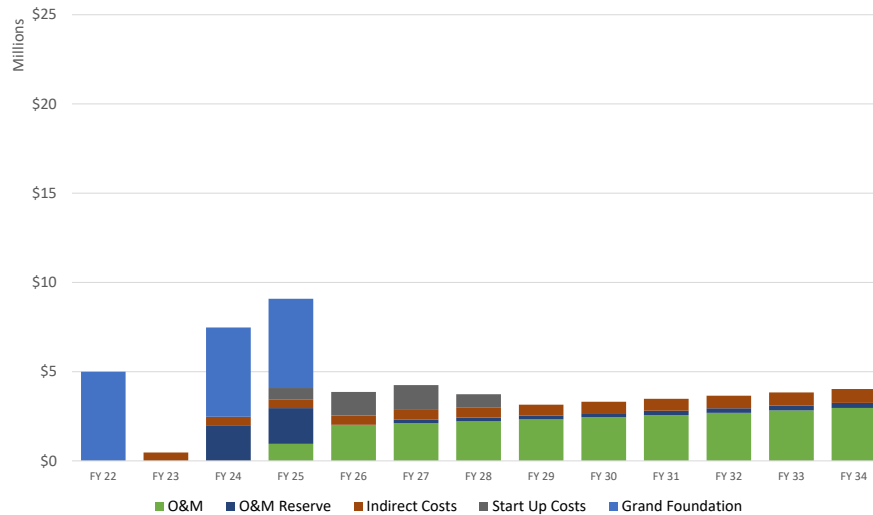
WGFP Allottee	WGFP Allotment (WGFP Units)	Actual FY 22	Actual FY 23	Actual FY 24	Projected FY 25	Projected FY 26	Projected FY 27	Projected FY 28	Projected FY 29	Projected FY 30	Projected FY 31	Projected FY 32	Projected FY 33	Projected FY 34
Broomfield	26,464	\$1,470,222.22	\$138,995.00	\$2,197,306.11	\$2,671,000	\$1,986,000	\$2,198,000	\$2,047,000	\$1,876,000	\$1,923,000	\$1,973,000	\$2,024,000	\$2,078,000	\$2,135,000
Platte River Power Authority	16,000	\$3,809,000.00	\$4,229,295.33	\$5,473,739.77	\$4,941,000	\$7,593,000	\$7,985,000	\$7,891,000	\$7,790,000	\$7,817,000	\$7,847,000	\$7,879,000	\$7,911,000	\$7,946,000
Loveland	10,000	\$555,555.56	\$52,522.00	\$830,299.78	\$1,010,000	\$751,000	\$831,000	\$774,000	\$709,000	\$727,000	\$746,000	\$765,000	\$785,000	\$807,000
Greeley	9,189	\$2,188,000.00	\$2,467,508.84	\$3,182,208.83	\$2,893,000	\$3,822,000	\$4,049,000	\$3,993,000	\$3,933,000	\$3,953,000	\$3,971,000	\$3,983,000	\$4,004,000	\$4,023,000
Longmont	7,500	\$416,666.67	\$39,392.00	\$622,725.34	\$757,000	\$563,000	\$623,000	\$580,000	\$532,000	\$545,000	\$559,000	\$574,000	\$589,000	\$605,000
Erie	6,000	\$1,429,000.00	\$1,585,672.74	\$2,052,339.40	\$1,853,000	\$2,848,000	\$2,995,000	\$2,960,000	\$2,922,000	\$2,932,000	\$2,943,000	\$2,955,000	\$2,967,000	\$2,980,000
Little Thompson Water District	4,850	\$1,155,000.00	\$1,281,806.30	\$1,659,028.52	\$1,498,000	\$2,302,000	\$2,421,000	\$2,392,000	\$2,362,000	\$2,370,000	\$2,379,000	\$2,389,000	\$2,398,000	\$2,409,000
Superior	4,726	\$1,125,000.00	\$1,249,269.66	\$1,616,847.43	\$1,460,000	\$2,243,000	\$2,359,000	\$2,331,000	\$2,301,000	\$2,309,000	\$2,318,000	\$2,328,000	\$2,337,000	\$2,347,000
Louisville	2,835	\$675,000.00	\$749,331.72	\$969,831.73	\$876,000	\$1,346,000	\$1,415,000	\$1,399,000	\$1,381,000	\$1,385,000	\$1,391,000	\$1,397,000	\$1,402,000	\$1,408,000
Fort Lupton	1,190	\$66,111.11	\$6,250.00	\$98,805.55	\$121,000	\$90,000	\$99,000	\$93,000	\$85,000	\$87,000	\$89,000	\$91,000	\$94,000	\$96,000
Lafayette	900	\$215,000.00	\$237,525.95	\$307,525.95	\$278,000	\$428,000	\$450,000	\$444,000	\$439,000	\$440,000	\$442,000	\$444,000	\$445,000	\$447,000
Central Weld County Water District	346	\$19,222.22	\$1,817.00	\$28,728.11	\$35,000	\$26,000	\$29,000	\$27,000	\$25,000	\$26,000	\$26,000	\$27,000	\$28,000	\$28,000
Totals	90,000	\$13,123,777.78	\$12,039,386.54	\$19,039,386.51	\$18,393,000	\$23,998,000	\$25,454,000	\$24,931,000	\$24,355,000	\$24,514,000	\$24,684,000	\$24,856,000	\$25,038,000	\$25,231,000

Note: Projected amounts rounded up to nearest thousands.

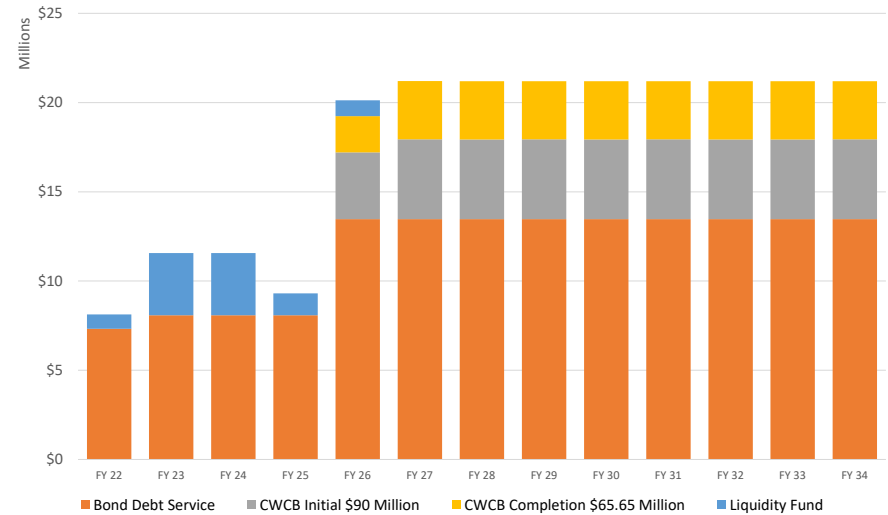
Actual and Projected Budget

Budget Item	Actual FY 22	Actual FY 23	Actual FY 24	Projected FY 25	Projected FY 26	Projected FY 27	Projected FY 28	Projected FY 29	Projected FY 30	Projected FY 31	Projected FY 32	Projected FY 33	Projected FY 34
O&M	\$0.00	\$0.00	\$0.00	\$955,500	\$2,006,550	\$2,107,000	\$2,213,000	\$2,324,000	\$2,441,000	\$2,564,000	\$2,693,000	\$2,828,000	\$2,970,000
O&M Reserve	\$0.00	\$0.00	\$2,000,000.00	\$2,000,000	\$13,100	\$200,900	\$212,000	\$222,000	\$234,000	\$246,000	\$258,000	\$270,000	\$284,000
Indirect Costs	\$0.00	\$472,700.00	\$472,700.00	\$497,000	\$522,000	\$549,000	\$577,000	\$606,000	\$637,000	\$669,000	\$703,000	\$739,000	\$776,000
Start Up Costs	\$0.00	\$0.00	\$0.00	\$630,000	\$1,323,000	\$1,389,150	\$729,304	\$0	\$0	\$0	\$0	\$0	\$0
Grand Foundation	\$5,000,000.00	\$0.00	\$5,000,000.00	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bond Debt Service	\$7,322,910.84	\$8,086,650.00	\$8,086,650.00	\$8,086,650	\$13,466,650	\$13,472,650	\$13,464,900	\$13,468,400	\$13,466,900	\$13,469,900	\$13,466,400	\$13,465,900	\$13,467,400
CWCB Initial \$90 Million	\$0.00	\$0.00	\$0.00	\$0	\$3,744,000	\$4,469,115	\$4,469,115	\$4,469,115	\$4,469,115	\$4,469,115	\$4,469,115	\$4,469,115	\$4,469,115
CWCB Completion \$65.65 Million	\$0.00	\$0.00	\$0.00	\$0	\$2,028,000	\$3,259,971	\$3,259,971	\$3,259,971	\$3,259,971	\$3,259,971	\$3,259,971	\$3,259,971	\$3,259,971
Liquidity Fund	\$800,866.94	\$3,480,036.54	\$3,480,036.51	\$1,218,849	\$889,083	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Totals	\$13,123,777.78	\$12,039,386.54	\$19,039,386.51	\$18,387,999	\$23,992,383	\$25,447,785	\$24,925,289	\$24,349,485	\$24,507,985	\$24,677,985	\$24,849,485	\$25,031,985	\$25,226,485

WGFP Estimated Non-Financing Related Costs



WGFP Estimated Financing Related Costs



O&M Schedule

O&M Schedule		Estimated O&M in 2024 Dollars = \$1,820,000					Assumed Annual Escalator = 105%							
WGFP Allottee	WGFP Allotment (WGFP Units)	Actual FY 22	Actual FY 23	Actual FY 24	Projected FY 25	Projected FY 26	Projected FY 27	Projected FY 28	Projected FY 29	Projected FY 30	Projected FY 31	Projected FY 32	Projected FY 33	Projected FY 34
Broomfield	26,464				\$280,959	\$590,015	\$619,552	\$650,720	\$683,359	\$717,762	\$753,930	\$791,862	\$831,558	\$873,312
Platte River Power Authority	16,000				\$169,867	\$356,720	\$374,578	\$393,422	\$413,156	\$433,956	\$455,822	\$478,756	\$502,756	\$528,000
Loveland	10,000				\$106,167	\$222,950	\$234,111	\$245,889	\$258,222	\$271,222	\$284,889	\$299,222	\$314,222	\$330,000
Greeley	9,189				\$97,557	\$204,869	\$215,125	\$225,947	\$237,280	\$249,226	\$261,784	\$274,955	\$288,739	\$303,237
Longmont	7,500				\$79,625	\$167,213	\$175,583	\$184,417	\$193,667	\$203,417	\$213,667	\$224,417	\$235,667	\$247,500
Erie	6,000				\$63,700	\$133,770	\$140,467	\$147,533	\$154,933	\$162,733	\$170,933	\$179,533	\$188,533	\$198,000
Little Thompson Water District	4,850				\$51,491	\$108,131	\$113,544	\$119,256	\$125,238	\$131,543	\$138,171	\$145,123	\$152,398	\$160,050
Superior	4,726				\$50,174	\$105,366	\$110,641	\$116,207	\$122,036	\$128,180	\$134,638	\$141,412	\$148,501	\$155,958
Louisville	2,835				\$30,098	\$63,206	\$66,371	\$69,710	\$73,206	\$76,892	\$80,766	\$84,830	\$89,082	\$93,555
Fort Lupton	1,190				\$12,634	\$26,531	\$27,859	\$29,261	\$30,728	\$32,275	\$33,902	\$35,607	\$37,392	\$39,270
Lafayette	900				\$9,555	\$20,066	\$21,070	\$22,130	\$23,240	\$24,410	\$25,640	\$26,930	\$28,280	\$29,700
Central Weld County Water District	346				\$3,673	\$7,714	\$8,100	\$8,508	\$8,934	\$9,384	\$9,857	\$10,353	\$10,872	\$11,418
Totals	90,000				\$955,500	\$2,006,550	\$2,107,000	\$2,213,000	\$2,324,000	\$2,441,000	\$2,564,000	\$2,693,000	\$2,828,000	\$2,970,000

Assumptions: O&M @ \$1.82 million per year in 2024 dollars, escalated at 5% per year. Assumes 8k AF of water incurs power interference charges (\$264k). Start collection in FY25 to ramp up to full operation (FY25 assessment covers 6 months of O&M).

O&M Reserve Fund Schedule

WGFP Allottee	WGFP Allotment (WGFP Units)	Actual FY 22	Actual FY 23	Actual FY 24	Projected FY 25	Projected FY 26	Projected FY 27	Projected FY 28	Projected FY 29	Projected FY 30	Projected FY 31	Projected FY 32	Projected FY 33	Projected FY 34
Broomfield	26,464			\$588,088.89	\$588,089	\$3,852	\$59,074	\$62,337	\$65,278	\$68,806	\$72,335	\$75,863	\$79,392	\$83,509
Platte River Power Authority	16,000			\$355,555.56	\$355,556	\$2,329	\$35,716	\$37,689	\$39,467	\$41,600	\$43,733	\$45,867	\$48,000	\$50,489
Loveland	10,000			\$222,222.22	\$222,222	\$1,456	\$22,322	\$23,556	\$24,667	\$26,000	\$27,333	\$28,667	\$30,000	\$31,556
Greeley	9,189			\$204,200.00	\$204,200	\$1,338	\$20,512	\$21,645	\$22,666	\$23,891	\$25,117	\$26,342	\$27,567	\$28,996
Longmont	7,500			\$166,666.67	\$166,667	\$1,092	\$16,742	\$17,667	\$18,500	\$19,500	\$20,500	\$21,500	\$22,500	\$23,667
Erie	6,000			\$133,333.33	\$133,333	\$873	\$13,393	\$14,133	\$14,800	\$15,600	\$16,400	\$17,200	\$18,000	\$18,933
Little Thompson Water District	4,850			\$107,777.78	\$107,778	\$706	\$10,826	\$11,424	\$11,963	\$12,610	\$13,257	\$13,903	\$14,550	\$15,304
Superior	4,726			\$105,022.22	\$105,022	\$688	\$10,549	\$11,132	\$11,657	\$12,288	\$12,918	\$13,548	\$14,178	\$14,913
Louisville	2,835			\$63,000.00	\$63,000	\$413	\$6,328	\$6,678	\$6,993	\$7,371	\$7,749	\$8,127	\$8,505	\$8,946
Fort Lupton	1,190			\$26,444.44	\$26,444	\$173	\$2,656	\$2,803	\$2,935	\$3,094	\$3,253	\$3,411	\$3,570	\$3,755
Lafayette	900			\$20,000.00	\$20,000	\$131	\$2,009	\$2,120	\$2,220	\$2,340	\$2,460	\$2,580	\$2,700	\$2,840
Central Weld County Water District	346			\$7,688.89	\$7,689	\$50	\$772	\$815	\$853	\$900	\$946	\$992	\$1,038	\$1,092
Totals	90,000			\$2,000,000.00	\$2,000,000	\$13,100	\$200,900	\$212,000	\$222,000	\$234,000	\$246,000	\$258,000	\$270,000	\$284,000

Note: Sized to be 2-years of O&M. It grows to keep pace with assumed O&M escalator.

Indirect Costs Schedule

	Assumed Escalator = 105%													
WGFP Allottee	WGFP Allotment (WGFP Units)	Actual FY 22	Actual FY 23	Actual FY 24	Projected FY 25	Projected FY 26	Projected FY 27	Projected FY 28	Projected FY 29	Projected FY 30	Projected FY 31	Projected FY 32	Projected FY 33	Projected FY 34
Broomfield	26,464		\$138,995.00	\$138,995.00	\$146,140	\$153,491	\$161,430	\$169,664	\$178,191	\$187,306	\$196,716	\$206,713	\$217,299	\$228,178
Platte River Power Authority	16,000		\$84,036.00	\$84,036.00	\$88,356	\$92,800	\$97,600	\$102,578	\$107,733	\$113,244	\$118,933	\$124,978	\$131,378	\$137,956
Loveland	10,000		\$52,522.00	\$52,522.00	\$55,222	\$58,000	\$61,000	\$64,111	\$67,333	\$70,778	\$74,333	\$78,111	\$82,111	\$86,222
Greeley	9,189		\$48,263.00	\$48,263.00	\$50,744	\$53,296	\$56,053	\$58,912	\$61,873	\$65,038	\$68,305	\$71,776	\$75,452	\$79,230
Longmont	7,500		\$39,392.00	\$39,392.00	\$41,417	\$43,500	\$45,750	\$48,083	\$50,500	\$53,083	\$55,750	\$58,583	\$61,583	\$64,667
Erie	6,000		\$31,513.00	\$31,513.00	\$33,133	\$34,800	\$36,600	\$38,467	\$40,400	\$42,467	\$44,600	\$46,867	\$49,267	\$51,733
Little Thompson Water District	4,850		\$25,473.00	\$25,473.00	\$26,783	\$28,130	\$29,585	\$31,094	\$32,657	\$34,327	\$36,052	\$37,884	\$39,824	\$41,818
Superior	4,726		\$24,822.00	\$24,822.00	\$26,098	\$27,411	\$28,829	\$30,299	\$31,822	\$33,450	\$35,130	\$36,915	\$38,806	\$40,749
Louisville	2,835		\$14,890.00	\$14,890.00	\$15,656	\$16,443	\$17,294	\$18,176	\$19,089	\$20,066	\$21,074	\$22,145	\$23,279	\$24,444
Fort Lupton	1,190		\$6,250.00	\$6,250.00	\$6,571	\$6,902	\$7,259	\$7,629	\$8,013	\$8,423	\$8,846	\$9,295	\$9,771	\$10,260
Lafayette	900		\$4,727.00	\$4,727.00	\$4,970	\$5,220	\$5,490	\$5,770	\$6,060	\$6,370	\$6,690	\$7,030	\$7,390	\$7,760
Central Weld County Water District	346		\$1,817.00	\$1,817.00	\$1,911	\$2,007	\$2,111	\$2,218	\$2,330	\$2,449	\$2,572	\$2,703	\$2,841	\$2,983
Totals	90,000		\$472,700.00	\$472,700.00	\$497,000	\$522,000	\$549,000	\$577,000	\$606,000	\$637,000	\$669,000	\$703,000	\$739,000	\$776,000

Note: Indirect cost estimated to grow by 5% each year beyond 2024. Indirect costs are subject to additional adjustments based on Subdistricts actual indirect costs ratios.

Start Up Cost Schedule

	Estimated in 2024 Dollars = \$1,200,000					Assumed Annual Excalator = 105%								
WGFP Allottee	WGFP Allotment (WGFP Units)	Actual FY 22	Actual FY 23	Actual FY 24	Projected FY 25	Projected FY 26	Projected FY 27	Projected FY 28	Projected FY 29	Projected FY 30	Projected FY 31	Projected FY 32	Projected FY 33	Projected FY 34
Broomfield	26,464				\$185,248	\$389,021	\$408,472	\$214,448						
Platte River Power Authority	16,000				\$112,000	\$235,200	\$246,960	\$129,654						
Loveland	10,000				\$70,000	\$147,000	\$154,350	\$81,034						
Greeley	9,189				\$64,323	\$135,078	\$141,832	\$74,462						
Longmont	7,500				\$52,500	\$110,250	\$115,763	\$60,775						
Erie	6,000				\$42,000	\$88,200	\$92,610	\$48,620						
Little Thompson Water District	4,850				\$33,950	\$71,295	\$74,860	\$39,301						
Superior	4,726				\$33,082	\$69,472	\$72,946	\$38,297						
Louisville	2,835				\$19,845	\$41,675	\$43,758	\$22,973						
Fort Lupton	1,190				\$8,330	\$17,493	\$18,368	\$9,643						
Lafayette	900				\$6,300	\$13,230	\$13,892	\$7,293						
Central Weld County Water District	346				\$2,422	\$5,086	\$5,341	\$2,804						
Totals	90,000				\$630,000	\$1,323,000	\$1,389,150	\$729,304						

Note: First fill operations to require additional staff and monitoring beyond normal O&M. Estimate includes an additional 22k AF of water incurs power interference charges (\$723k) associated with first fill (FY25 and FY28 assessments covers 6 months each.)

Grand Foundation Payment Schedule

WGFP Allottee	WGFP Allotment (WGFP Units)	Actual FY 22	Actual FY 23	Actual FY 24	Projected FY 25	Projected FY 26	Projected FY 27	Projected FY 28	Projected FY 29	Projected FY 30	Projected FY 31	Projected FY 32	Projected FY 33	Projected FY 34
Broomfield	26,464	\$1,470,222.22		\$1,470,222.22	\$1,470,222									
Platte River Power Authority	16,000	\$888,888.89		\$888,888.89	\$888,889									
Loveland	10,000	\$555,555.56		\$555,555.56	\$555,556									
Greeley	9,189	\$510,500.00		\$510,500.00	\$510,500									
Longmont	7,500	\$416,666.67		\$416,666.67	\$416,667									
Erie	6,000	\$333,333.33		\$333,333.33	\$333,333									
Little Thompson Water District	4,850	\$269,444.44		\$269,444.44	\$269,444									
Superior	4,726	\$262,555.56		\$262,555.56	\$262,556									
Louisville	2,835	\$157,500.00		\$157,500.00	\$157,500									
Fort Lupton	1,190	\$66,111.11		\$66,111.11	\$66,111									
Lafayette	900	\$50,000.00		\$50,000.00	\$50,000									
Central Weld County Water District	346	\$19,222.22		\$19,222.22	\$19,222									
Totals	90,000	\$5,000,000.00		\$5,000,000.00	\$5,000,000									

Note: No payments after a total of \$15MM total has been paid

Bond Debt Service

WGFP Allottee	Actual FY 22	Actual FY 23	Actual FY 24	Projected FY 25	Projected FY 26	Projected FY 27	Projected FY 28	Projected FY 29	Projected FY 30	Projected FY 31	Projected FY 32	Projected FY 33	Projected FY 34
Broomfield													
Platte River Power Authority	\$2,615,250.40	\$2,888,006.58	\$2,888,006.58	\$2,888,006.58	\$5,035,779.22	\$5,037,138.57	\$5,035,326.10	\$5,037,025.29	\$5,034,986.26	\$5,035,892.50	\$5,037,025.29	\$5,035,779.22	\$5,036,458.89
Loveland													
Greeley	\$1,551,216.67	\$1,713,000.00	\$1,713,000.00	\$1,713,000.00	\$2,353,000.00	\$2,356,000.00	\$2,352,250.00	\$2,352,000.00	\$2,355,000.00	\$2,356,000.00	\$2,350,000.00	\$2,352,250.00	\$2,352,250.00
Longmont													
Erie	\$980,718.90	\$1,083,002.46	\$1,083,002.46	\$1,083,002.46	\$1,888,417.21	\$1,888,926.96	\$1,888,247.29	\$1,888,884.48	\$1,888,119.85	\$1,888,459.69	\$1,888,884.48	\$1,888,417.21	\$1,888,672.09
Little Thompson Water District	\$792,747.78	\$875,427.00	\$875,427.00	\$875,427.00	\$1,526,470.58	\$1,526,882.63	\$1,526,333.22	\$1,526,848.29	\$1,526,230.21	\$1,526,504.91	\$1,526,848.29	\$1,526,470.58	\$1,526,676.60
Superior	\$772,479.58	\$853,044.94	\$853,044.94	\$853,044.94	\$1,487,443.29	\$1,487,844.80	\$1,487,309.45	\$1,487,811.34	\$1,487,209.07	\$1,487,476.75	\$1,487,811.34	\$1,487,443.29	\$1,487,644.05
Louisville	\$463,389.68	\$511,718.66	\$511,718.66	\$511,718.66	\$892,277.13	\$892,517.99	\$892,196.85	\$892,497.91	\$892,136.63	\$892,297.21	\$892,497.92	\$892,277.14	\$892,397.57
Fort Lupton													
Lafayette	\$147,107.83	\$162,450.36	\$162,450.36	\$162,450.36	\$283,262.57	\$283,339.05	\$283,237.10	\$283,332.67	\$283,217.98	\$283,268.96	\$283,332.68	\$283,262.58	\$283,300.82
Central Weld County Water District													
Totals	\$7,322,910.84	\$8,086,650.00	\$8,086,650.00	\$8,086,650.00	\$13,466,650.00	\$13,472,650.00	\$13,464,900.01	\$13,468,399.98	\$13,466,900.00	\$13,469,900.02	\$13,466,400.00	\$13,465,900.02	\$13,467,400.02

Note: Bond interest per PFM tabs. Due to 20-30 years options, amounts are not prorata based on participation %

CWCB Initial \$90M Debt Service						(Est. Interest Only Payment)								
WGFP Allottee	Finance Units	Actual FY 22	Actual FY 23	Actual FY 24	Projected FY 25	Projected FY 26	Projected FY 27	Projected FY 28	Projected FY 29	Projected FY 30	Projected FY 31	Projected FY 32	Projected FY 33	Projected FY 34
Broomfield														
Platte River Power Authority	16,000					\$1,346,157	\$1,606,873	\$1,606,873	\$1,606,873	\$1,606,873	\$1,606,873	\$1,606,873	\$1,606,873	\$1,606,873
Loveland														
Greeley	9,189					\$773,115	\$922,847	\$922,847	\$922,847	\$922,847	\$922,847	\$922,847	\$922,847	\$922,847
Longmont														
Erie	6,000					\$504,809	\$602,577	\$602,577	\$602,577	\$602,577	\$602,577	\$602,577	\$602,577	\$602,577
Little Thompson Water District	4,850					\$408,054	\$487,083	\$487,083	\$487,083	\$487,083	\$487,083	\$487,083	\$487,083	\$487,083
Superior	4,726					\$397,621	\$474,630	\$474,630	\$474,630	\$474,630	\$474,630	\$474,630	\$474,630	\$474,630
Louisville	2,835					\$238,522	\$284,718	\$284,718	\$284,718	\$284,718	\$284,718	\$284,718	\$284,718	\$284,718
Fort Lupton														
Lafayette	900					\$75,721	\$90,387	\$90,387	\$90,387	\$90,387	\$90,387	\$90,387	\$90,387	\$90,387
Central Weld County Water District														
Totals	44,500					\$3,744,000	\$4,469,115	\$4,469,115	\$4,469,115	\$4,469,115	\$4,469,115	\$4,469,115	\$4,469,115	\$4,469,115

Assumptions: Loan is closed out in FY26 with 1st annual payment made in FY27. Assumes 2 years of interest during construction is paid at closing in FY26. (1.1x D.S. Assessed 1st 10-years to build CWCB DSRF)

CWCB Completion \$65.65M Debt Service						(Est. Interest Only Payment)								
WGFP Allottee	Assumed Finance Units	Actual FY 22	Actual FY 23	Actual FY 24	Projected FY 25	Projected FY 26	Projected FY 27	Projected FY 28	Projected FY 29	Projected FY 30	Projected FY 31	Projected FY 32	Projected FY 33	Projected FY 34
Broomfield	26,464					\$590,428	\$949,101	\$949,101	\$949,101	\$949,101	\$949,101	\$949,101	\$949,101	\$949,101
Platte River Power Authority	16,000					\$364,177	\$585,408	\$585,408	\$585,408	\$585,408	\$585,408	\$585,408	\$585,408	\$585,408
Loveland	10,000					\$223,106	\$358,638	\$358,638	\$358,638	\$358,638	\$358,638	\$358,638	\$358,638	\$358,638
Greeley	9,189					\$209,152	\$336,207	\$336,207	\$336,207	\$336,207	\$336,207	\$336,207	\$336,207	\$336,207
Longmont	7,500					\$167,329	\$268,979	\$268,979	\$268,979	\$268,979	\$268,979	\$268,979	\$268,979	\$268,979
Erie	6,000					\$136,566	\$219,528	\$219,528	\$219,528	\$219,528	\$219,528	\$219,528	\$219,528	\$219,528
Little Thompson Water District	4,850					\$110,391	\$177,452	\$177,452	\$177,452	\$177,452	\$177,452	\$177,452	\$177,452	\$177,452
Superior	4,726					\$107,569	\$172,915	\$172,915	\$172,915	\$172,915	\$172,915	\$172,915	\$172,915	\$172,915
Louisville	2,835					\$64,528	\$103,727	\$103,727	\$103,727	\$103,727	\$103,727	\$103,727	\$103,727	\$103,727
Fort Lupton	1,190					\$26,550	\$42,678	\$42,678	\$42,678	\$42,678	\$42,678	\$42,678	\$42,678	\$42,678
Lafayette	900					\$20,485	\$32,929	\$32,929	\$32,929	\$32,929	\$32,929	\$32,929	\$32,929	\$32,929
Central Weld County Water District	346					\$7,719	\$12,409	\$12,409	\$12,409	\$12,409	\$12,409	\$12,409	\$12,409	\$12,409
Totals	90,000					\$2,028,000	\$3,259,971	\$3,259,971	\$3,259,971	\$3,259,971	\$3,259,971	\$3,259,971	\$3,259,971	\$3,259,971

Assumptions: Loan is closed out in FY26 with 1st annual payment made in FY27. Assumes 1.5 years of interest during construction is paid at closing in FY26. All participants participated. (1.1x D.S. Assessed 1st 10-years to build CWCD DSRF)

Liquidity Fund Schedule		Bond Liquidity Fund Payments			CWCB Initial \$90M Loan	CWCB Comp. \$65M Loan								
WGFP Allottee		Actual FY 22	Actual FY 23	Actual FY 24	Projected FY 25	Projected FY 26	Projected FY 27	Projected FY 28	Projected FY 29	Projected FY 30	Projected FY 31	Projected FY 32	Projected FY 33	Projected FY 34
Broomfield						\$258,846								
Platte River Power Authority		\$304,860.71	\$1,257,252.75	\$1,257,252.74	\$438,238	\$159,657								
Loveland						\$97,810								
Greeley		\$126,283.33	\$706,245.84	\$706,245.83	\$251,686	\$91,693								
Longmont						\$73,358								
Erie		\$114,947.77	\$471,157.28	\$471,157.28	\$164,339	\$59,871								
Little Thompson Water District		\$92,807.78	\$380,906.30	\$380,906.30	\$132,841	\$48,396								
Superior		\$89,964.86	\$371,402.72	\$371,402.71	\$129,445	\$47,159								
Louisville		\$54,110.32	\$222,723.06	\$222,723.07	\$77,650	\$28,289								
Fort Lupton						\$11,639								
Lafayette		\$17,892.17	\$70,348.59	\$70,348.59	\$24,651	\$8,981								
Central Weld County Water District						\$3,384								
Totals		\$800,866.94	\$3,480,036.54	\$3,480,036.51	\$1,218,849	\$889,083								

Note: Fund sized to be 30% of MADS, size specific to each Participant's MADS of Bond, Initial Loan, and Completion Loan.



SUBJECT FOR DISCUSSION

Award Change Order #1 to Contract with Northern Colorado Constructors, Inc. for an Amount Not to Exceed \$2,079,000.00 for Water Meter Replacement Installation Project from Utility Fund Water Line Department.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Contract was awarded to Northern Colorado Constructors (NCC) on February 6, 2024. The original bid was intended to replace meters that were then on the missed read list with the intent to issue a change order if the original contract was satisfactorily executed. To date 133 meters have been replaced.

Original contract covers 312 meter replacements, 1,500 additional replacements with this change order and Public Works staff will replace 88 meters for a total 1,900 meters to replace.

Anticipated project is continuing with completion anticipated December of this year.

FINANCIAL CONSIDERATIONS

The 2024 budget Utility Fund includes \$3,000,000 for Water Meter Replacement. \$300,000 will be spent with the initial contract, \$620,240 will be spent for new meters and endpoints. With this Change Order a total project budget of \$2,999,240.00 will be used.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Change Order #1 with NCC
- Award portion of project items
- Do not approve the Contract
- Rebid project.

STAFF RECOMMENDATIONS

Staff recommends approving Change Order with Northern Colorado Constructors, Inc. for an amount not to exceed \$2,079,000.00 for the Water Meter Replacement Project from Utility Water Fund.

Attachments:

- a. Change Order #1 – Northern Colorado Constructors, Inc.
- b. Project Tabulation

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: **June 18, 2024**

Effective Date: **June 18, 2024**

Project: **Water Meter Replacement Project**

Owner: **City of Fort Lupton**

Owner's Contract No.: **FTL2024-001**

Contractor: **Northern Colorado Constructors, Inc.**

Date of Contract: **February 6, 2024**

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

Increase quantities and revise unit prices IAW attached project tabulation.

Attachments (list documents supporting change): Project tabulation

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price:

Original Contract ☐ Working ☒ Calendar

Substantial completion (days or date): May 15, 2024

Ready for final payment (days or date):

\$ 300,000.00

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

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

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: May 15, 2024

Ready for final payment or date:

\$ 300,000.00

Increase of this Change Order:

Increase of this Change Order:

Substantial completion days: December 31, 2024

Ready for final payment date: _____

\$ 2,079,000.00

Contract Price incorporating this Change

Contract Times with all approved Change Orders:

Substantial completion (days or date): 12/31/2024

Ready for final payment (days or date):

\$ 2,379,000.00

RECOMMENDED:

AUTHORIZED:

ACCEPTED:

By: [Signature]

By: _____

By: _____

Engineer (Authorized)

Owner (Authorized)

Contractor (Authorized)

Date: June 12, 2024

Date: June 18, 2024

Date: _____

Water Meter Replacement Project

City of Fort Lupton, Colorado
Public Works Department
Water Meter Replacement
FTL2024-001

Contractor's Name:			Contracted NCC				CO #1		
Payment Item No.	Specification Reference	Description	Unit	Qty	Rate in Numbers	Amount in Numbers	Qty	Rate in Numbers	Amount in Numbers
Project Total						\$ 299,934.00			\$ 2,074,950.00
Division 100 - General Provisions									
1	TS 16-101	Mobilization	LS	1	\$ 4,600.00	\$ 4,600.00		\$ 9,200.00	\$ 9,200.00
2	TS 16-102	Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00		\$ 37,000.00	\$ 37,000.00
Subtotal, Division 100						\$ 10,600.00			\$ 46,200.00
Division 500 - Utilities									
3	TS 16-503, CH 3	Replace Water Meter in existing meter pit	EA	211	\$ 94.00	\$ 19,834.00	750	\$ 195.00	\$ 146,250.00
4	TS 16-503, CH 3	Furnish and Install new meter pit, setter and meter	EA	101	\$ 1,900.00	\$ 191,900.00	750	\$ 2,300.00	\$ 1,725,000.00
5	TS 16-503, CH 3	Furnish and Install New Curb Stop	EA	80	\$ 970.00	\$ 77,600.00	150	\$ 1,050.00	\$ 157,500.00
Subtotal, Division 500						\$ 289,334.00	1,500	2,495	\$ 2,028,750.00

Total Meters 1,812



SUBJECT FOR DISCUSSION

Approving the Purchase of a Dell DM5500 Appliance with First Year of StoreTrust for an Amount Not to Exceed \$57,013.71, Allocated from the Network Equipment Budget.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Currently, the City is using a Unitrends 8024S with 20TB Non-Upgradable storage (16.2 TB used capacity). This appliance has reached its capacity and therefore we would need to replace it with an additional appliance.

The City of Fort Lupton IT department would like to replace this appliance with a Dell DM5500 appliance which has a total capacity of 96TB and is upgradable to 256TB with expansion bays. 12TB Usable (via licensing), projected 6TB projected backups for 12 of our critical servers. We can upgrade our usable capacity in 12TB increments via additional licensing. Some of its features include full backup capabilities and efficient replication with global deduplication and a single point of management.

The IT Department will be adding the StoreTrust Cloud Key feature which will replicate backups to an offsite location in Las Vegas, Nevada. The backups will be encrypted both internally and on the fly to the offsite location. This will include 24/7 support and an annual test of our DRaaS Site for testing data with a tech that will also assist with getting the city back online. If something goes awry and movement to the offsite backup location is needed, it will take a phone call to have their team fire up our backup environment which would allow daily business to continue from afar. StoreTrust will be an annual cost of \$26,484 which will be budgeted on an annual basis by IT moving forward. The cost of this project will come out of the Network Equipment Budget.

FINANCIAL CONSIDERATIONS

The general fund's internal technology department budgeted \$60,000 to purchase network equipment in 2024.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Council approves the purchase of the Dell DM5500 backup appliance and StoreTrust (offsite backup)
Council request that we continue with what we have or look into another enterprise level backup

STAFF RECOMMENDATIONS

IT recommends the purchase of the Dell DM5500 appliance and StoreTrust

Attachments:

- a. Fort Lupton DM5500 12TB (003)
- b. Fort Lupton StorTrust Service Order v20170831.1EA

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Number ABTQ16286-02
Date Jun 13, 2024
Expires Jul 3, 2024
Terms NET 30

Prepared For	Ship To	Account Executive
Fort Lupton Travis Aksamitoawski taksamitowski@fortluptonco.gov	Fort Lupton Travis Aksamitoawski 130 S McKinley Avenue Fort Lupton, CO 80621	Barb Adkison 405-246-8011 badkison@abtechtechnologies.com

Qty	Part No.	Description	Unit Price	Ext. Price
1	210-BFGE	DM5500 Base Appliance Controller		
1	882-1667	Dell Hardware Limited Warranty		
1	882-1781	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years		
1	882-1782	ProSupport 7x24 Technical Support and Assistance 3 Years		
1	350-BCKH	DM5500 Software Factory Installed		
1	329-BHKI	DM5500 HW Components		
1	385-BBKT	iDRAC9, Enterprise		
1	400-BOHM	DM5500 1.92TB SSD SAS		
1	540-BBZE	Broadcom 57416 Dual Port 10 GbE SFP+ Network LOM Mezz Card		
1	450-AMLM	Redundant Power Supply (1+1),1600W		
1	350-BCKO	PowerProtect DP 2U Bezel V2		
1	461-AAIM	Trusted Platform Module 2.0 V3		
1	350-BCJH	IDM, PowerProtect DM5500		
1	882-0331	3 Years ProSupport Next Business Day DM5500 Capacity Bundle 1TB Sftwr Spt-Contract		
1	825-8623	Certified Deployment Partner T1 or Distributors		
1	800-BBVP	DM5500 Platform Hypervisor		
1	800-BBVS	DM5500 Platform HPVSR MAINT 3YR		
10	400-BOHL	DM5500 12TB SAS HD		
2	540-BBVI	Broadcom 57412 Dual Port 10GbE SFP+ Adapter, PCIe Low Profile		
4	407-BBEF	Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach		
2	492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America		
12	149-BBRM	DM5500 Capacity License Bundle 1TBu=CA		
12	882-0339	3 Years ProSupport Next Business Day DM5500 Capacity Bundle 1TB Sftwr Spt-Maint		
2	450-AETE	C13 to NEMA 5-15 125V 10ft Powercords		\$25,529.71
SubTotal				
1	CNSLT-FLT-HW	Consulting, Flat Rate - Remote Deployment/Configuration	\$5,000.00	\$5,000.00

SubTotal:	\$30,529.71
*Tax:	\$0.00
*Shipping:	\$0.00
Total:	\$30,529.71

***Taxes and shipping are an estimate and may differ from the final invoice. Price reflects a cash discount. To use an alternative payment method, contact your account executive.**

Any order based on the above quotation, statement of work, or proposal is subject to Abtech's Terms and Conditions of Sale ("Terms") effective the date of execution of order and are incorporated by reference as if fully set herein as a full and binding part of the order. Terms are available at: <http://www.abtechtechnologies.com/s/Abtech-terms-and-conditions.pdf> and may be sent by mail or fax upon request. Client agrees to have read and intends to be bound by Abtech's Terms by executing an order with Abtech. Client agrees that the order is executed when (a) both parties physically or digitally sign an agreement; (b) both parties (or optionally Client only at Abtech's discretion) electronically sign via a purchasing portal or website an order; or (c) Abtech accepts a transactional document (eg. purchase order, purchase requisition, etc.) that explicitly reference the quotation, Service Order, proposal, Agreement, or Addendum and terms and conditions thereof. Abtech limits acceptance to the Terms and objects to any additional or different terms in the Purchase order or other forms of acceptance. Some products and services, including but not limited to maintenance, StorTrust, hosting, and managed services have an additional Master Service Agreement ("MSA") and service specific Addendum which are in addition to Abtech's Terms and are likewise incorporated by reference as if fully set herein as a full and binding part of the order. By purchasing and using the StorTrust S3 Cloud Archive, Client unconditionally agrees to the StorTrust S3 Cloud Archive Agreement located at <https://www.abtechtechnologies.com/s/StorTrust-Cloud-Archive-Agreement.pdf>

Abtech Service Order: StorTrust Managed Disaster Recovery

Client Name:	Fort Lupton, Colorado		
Service Start Date:	07/15/2024	Contract Renewal Date:	07/15/2027
StorTrust Contract Number:	ST116	Payment Schedule:	Annual
Storage Allocation:	Up to 7TB	Appliance:	DM5500
		Additional Locations	
Location(s) and phone #:	130 S McKinley Avenue Fort Lupton, CO 80621 (303) 857-6694		
	Primary Contact	Secondary Contact	Licensing Contact
Client Contacts:	Travis Aksamitowski	Jason Reitz	
Contact E-mail:	taksamitowski@fortluptonco.gov	jreitz@fortluptonco.gov	

This Service Order is made between Abtech Technologies, Inc. and any of Abtech's subsidiaries, DBAs, agents, successors, or parent companies ("Abtech") and Client and its affiliates, subsidiaries, DBAs, divisions, branches, departments, agents, successors, or parent companies thereof ("Client").

This Service Order hereby incorporates by reference as if fully set forth herein as a full and binding part of this Service Order, the Abtech Master Service Agreement ("MSA") and Addendum: Abtech StorTrust Managed Disaster Recovery ("Disaster Recovery Agreement"). A copy of both the MSA and the Services Agreement may be downloaded at <http://www.abtechtechnologies.com/contract-agreements>.

Client shall receive Disaster Recovery Services as detailed in Schedule A as consideration for payment.

Upon execution of this Service Order, Disaster Recovery Services will commence on the Service Start Date (or on the date signed, if not otherwise specified) and will continue until the MSA and Disaster Recovery Services is terminated by either party under the termination clauses specific to each individual Addendum. For convenience, the MSA shall survive and remain in force for future transactions unless explicitly terminated.

Notwithstanding the foregoing and as defined in the MSA, either party may terminate this Service Order or any Addendum if the other party: (i) experiences a Change of Control; (ii) experiences a Bankruptcy Event; or (iii) is in material breach of the Agreement and fails to correct the breach or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion within thirty (30) days of written notification.

Client agrees that this Service Order is executed when (a) both parties physically or digitally sign below; (b) both parties electronically sign via a purchasing portal or website an Abtech Service Order; or (c) Abtech accepts a transactional document (e.g. purchase order, purchase requisition, etc.) that explicitly reference this Service Order or the Disaster Recovery Services and any Addenda. Upon execution, the Schedules of this Service Order shall also become the same lettered Schedules for the Service Agreement.

Client acknowledges that it has read this Service Order and all other Agreements referenced, understands and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties. This Service Order may not be modified or altered except by mutual written agreement and signed by both parties.

Agreed to:

Agreed to:

Client:

Abtech Technologies, Inc.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Schedule A: Services Summary – Abtech StorTrust Managed Disaster Recovery Services

Abtech's Disaster Recovery Services are subject to the terms and conditions contained in this Disaster Recovery Agreement and Master Service Agreement. Abtech hereby agrees to provide to Client a Disaster Recovery Service as defined below for the Covered Environment.

This Disaster Recovery Service may include the following:

1) Onboarding (Appendix 1)

- a. Planning: During the planning phase of the Onboarding service, Abtech will evaluate the Covered Environment, compliance with the minimum requirements for suitability of the service and identify Client devices to be backed up. Abtech will also work with Client's team to determine the Contract Administrator, Authorized Users, remote access, and escalation procedures.
- b. Preliminary Report: Provide a summary of findings, advising Client of any limitations of Disaster Recovery Service due to security, non-compliance of minimum requirements to receive Disaster Recovery Service, and/or any changes to the environment to receive Disaster Recovery Services.
- c. Installation: Abtech to physically install the Disaster Recovery Services Technology and configure devices and software on Client network to work with Disaster Recovery Services Technology. Abtech will install up to 5 agents to train Client.

2) Backup

- a. Seeding/Initial Backup: Abtech to perform a full backup to Local Appliance over Client's network. Abtech to configure the Local Appliance to copy the data to the Cloud Core either via a physical device that is transported to Abtech's datacenter to be restored to Abtech's Cloud Core or via the Internet. Onboarding is assuming a single seed of all protected data at one time. Multiple seeds or breaking up a single environment into staged seedings may be requested as a Project.
- b. Backup Scheduling: Abtech to schedule back up of Client data to the Local Appliance and Cloud Core as per the schedule and retention policy agreed between Client and Abtech.
- c. Retention: The Storage Allocation has been sized for a one (1) month data retention.

3) Monitoring

- a. Abtech to use industry standard monitoring tools to verify that Cloud Core is functional and available.
- b. As monitoring does not include the verification of the completion of backups or validation of the backups Abtech can make no guarantee that backup data has not been corrupted or is in any particular usable state for recovery. Abtech strongly recommends performing a data restoration check once per quarter or assign this task to Abtech as a Project.

4) Restoration

- a. Restoration from the Local Appliance or the Cloud Core can be performed at any time.

5) Disaster Recovery

- a. In the event of a disaster, Client can request that the critical servers in Client's Covered Environment be provisioned as virtual machines in the Cloud Core. Provisioning will begin within 4 hours of the disaster being declared. Only Administrator can declare a Disaster Event and only after invoking the code word.
 - 1) While the entire Covered Environment will be backed up and protected, the amount of concurrent virtual machines provisioned during a Disaster Event is limited to a quantity and configuration detailed in Max During DR in Schedule B. Additional configurations are provided in 8-Pack bundles with the same configuration as above at \$1,000 per 8-Pack per Disaster Event to accommodate clients who wish to have more critical servers or even the entire Covered Environment spun up.
- b. The service includes a single consecutive 30-day use of the Cloud Core in any one calendar year that Client can run all of the Covered Environment in the Cloud Core.
 - 1) It is Abtech and Client's mutual objective to restore normal business operations to Client's site as quickly as possible. Should Client need additional time on Cloud Core: Client may extend the use of the Cloud Core during a Disaster Event for days 31-45 for a one-time cost of 30% of the MMC in addition to the normal MMC; days 45 to a maximum of 100 day for a one-time cost of 50% of the MMC in addition to the normal MMC.
- c) Abtech will send Client a seed device for a duration of up to 2 weeks to restore data to Client's replacement servers and storage. Abtech can assist in that restoration as a Project.

6) Call-in Technical Support

The Period of Maintenance for Call-In Technical Support during which Client may call Abtech is as follows: for configuration support and questions during normal business hours: M-F 8AM-5PM PST; After-hours and weekend Call-in Technical Support available at hourly rates and minimums as outlined in Schedule C; Disasters may be declared at any time (7x24x365). If Client is using StorTrust as a backup target only, Call-in Technical Support begins at the Cloud Core firewall and back, all support for backup software, operating system, hardware, etc. are the responsibility of Client.

In the event of a failure of a leased or purchased Local Appliance under warranty, the manufacturer will attempt to repair the Local Appliance on site. If the repair requires a system rebuild, then Abtech will restore the backup data from the Cloud Core. Abtech may also elect to provide a replacement Local Appliance loaded with Client's backup data. This will be

shipped to Client site and installed by Abtech. If a Local Appliance is provided by Client, the costs to repair and rebuild the Local Appliance are the responsibility of Client.

7) Annual Disaster Recovery Test

Disaster Recovery Services includes one (1) Annual Disaster Recovery Test ("Test") for a maximum of 5 days for testing during normal Abtech business hours. Tests are limited to 12 x virtual machines for a total of 43 x vCPU, 82GB, 1 x site-to-site VPN and/or 5 x client VPN, 1 x virtual switch, and 1 x external IP address. Additional days, consulting, and virtual hardware quantities or configurations are available at an additional fee. During the Test, Abtech strongly recommends that Client creates terminal server(s), web portal or other access method for future DR use or Client may not have access to data during a Disaster Event. Abtech's responsibilities during a Test are limited to provisioning the virtual environment as per Client's pre-determined Test configuration; connecting virtual switch; and provide Client access to the Cloud Core.

Schedule B: Covered Environment

Covered Systems and Storage - Local Backup					
Physical Hosts:		Virtual Hosts:		Virtual Machines:	12
Hypervisor:	VMware				
Total Storage:	7TB				
Operating Systems:	Windows Server 2012 or later, Red Hat Linux 7.0 or later				
Supplied Appliance	DM5500 with Power Protect Data Manager (quoted separately)				

Covered Systems and Storage - Cloud Backup and Business Continuity									
Includes:	Local Backup		Cloud Replication	yes	Cloud DR	yes			
Licenses:	Physical Servers:		VMware Hosts:		Hyper-V Hosts:		Total Licenses:		
Storage:	Local Storage:		Storage Allocation:	7TB	Virtual Standby:				
Max. During DR:	Max. VM's:	12	Max. Memory:	82GB	Max. vCPU:	43			
	Max. Site-To-Site VPNs:	1	Max. VPN Clients:	5	Max. vSwitches:	1			
X86 Operating Systems:		Windows Server 2012R2 or later, Red Hat Linux 7.0 or later							
Other Operating Systems:		AIX:		HP-UX:		Solaris:		MPEiX:	
Applications:		Exchange:				SQL Server:			
Virtual Standby VM's:									
Onsite Appliance Supplied:			Appliance Support Included:			Appliance Type:			

Special Requirements

Schedule C: Pricing – Abtech StorTrust Managed Disaster Recovery Services

Summary of Monthly Charges

Service	Description	Qty	Price	Extended Price Monthly
StorTrust Virtual Server	MMC: Virtual/physical Servers	12		
StorTrust Service	MMC: Up to TB total capacity	7		
Monthly MMC Total:				\$2,207.00

Summary of One Time Charges

Service	Description	Qty	Price	Extended Price
Onboarding	Implementation and data seeding process. Configuration of backup and replication. Administrator Training.	1		
Total:				\$1,200.00

All remediation services as well as any additional support services outside the scope of service as defined in Schedule A: will be billed at the following rates:

Additional Services Outside of Agreement	Abtech Business Hours	Outside Business Hours	Abtech Holidays*
Helpdesk/NOC - Remote/Telephone:	\$200/hour	\$250/hour	\$300/hour
Minimum:	15-minute increments	1 Hour	1 Hour
Helpdesk/NOC – Onsite, portal to portal:	\$200/hour	\$250/hour	\$300/hour
Minimum:	2 Hours plus travel	2 Hours plus travel	2 Hours plus travel
Hardware Support - Onsite, portal to portal:	\$200/hour	\$250/hour	\$300/hour
Minimum:	2 Hours plus travel	2 Hours plus travel	2 Hours plus travel
Consultant/DBA – Remote/Telephone:	\$250/hour	\$300/hour	\$350/hour
Minimum:	1 Hour	1 Hour	1 Hour
Consultant - Onsite, portal to portal:	\$250/hour	\$300/hour	\$350/hour
Minimum:	2 Hours plus travel	2 Hours plus travel	2 Hours plus travel

*Abtech Observed Holidays schedule for current year available upon request.



SUBJECT FOR DISCUSSION

Approving Additional Licenses and Features for BOX with KeySafe for an Amount Not to Exceed \$49,907.37.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has been using Box for file sharing and storage, both for internal use and external use of all file types, large and small. Currently, the City has 60 licenses and with the growth of the City, 40 additional licenses will be needed, giving the City a total of 100 licenses. With the recent audits, it has been discovered that although Box has all the compliances the city needs, we need to upgrade to the next tier, Enterprise Plus. This will provide the City with more compliance features such as CJIS and NIST. All other compliances will remain in place such as PII and PCI, amongst the other compliances that are offered by Box.

While upgrading to Enterprise Plus, we will be adding KeySafe over a three-year term. The second and third year will be budgeted in the 2025 and 2026 budgeted year with IT. The Enterprise Plus upgrade of Box and licenses will be covered under the IT Budget.

KeySafe allows for the City to have control of encryption keys. Box KeySafe is a solution that enables full control over the encryption keys that protect the content. For more information on this, please see the attached KeySafe Datasheet

FINANCIAL CONSIDERATIONS

The cost for the additional Box licenses is not budgeted in the general fund. A supplemental budget resolution may be necessary at the end of the year.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- 1) Council can approve the upgrade of Box Enterprise to Box Enterprise Plus with the additional 40 licenses, which will cover the additional compliances of CJIS and NIST, which is needed for CBI and the recent Audit we were given.
- 2) Council can deny the upgrade.

STAFF RECOMMENDATIONS

IT recommends the approval of the Upgrade and licenses since most employees are already using the product and know how to use it and it is an approved storage Solution

Attachments:

- a. Approved & Executable Pricing - Box Upgrade for Fort Lupton Municipal Government - Valid June 2024.pdf
- b. KeySafe datasheet.pdf

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Service Order

This Box Service Order ("Order") is entered into by and between **Box, Inc.** ("Box") and **Fort Lupton Municipal Government** ("Customer") as of the Service Start Date and is governed by the Box Service Agreement ("Agreement") and other applicable agreements (collectively, "Agreement") as per the link below, or as attached to this Order.

Order Details

Fort Lupton Municipal Government	Billing Terms
130 S McKinley Ave	Service Start Date ¹ : June 30, 2024
Fort Lupton	Service Renewal Date: June 30, 2027
Colorado	Payment Frequency: Annual
80621	Payment Method: Wire Transfer
United States	Payment Terms: Net 30
	Quote Number: Q-00292531-A
	Enterprise ID: 879406932

Bill To ² :	Sold To:
Name: Travis Aksamitowski	Name: Travis Aksamitowski
Email: cfladmin@fortluptonco.gov	Email: cfladmin@fortluptonco.gov
Phone: (303) 857-6694	Phone: (303) 857-6694

Products

Product Name	Price Type	Unit Price	Quantity	Amount Per Payment Frequency	Total Price
Enterprise Plus (US (Box Service Providers) - default)	Recurring	\$363.54	101	\$36,717.39	\$110,152.18
Box KeySafe (with AWS KMS)	Recurring	\$96.00	101	\$ 9,696.00	\$ 29,088.00
Premier Services	Recurring	\$8,190.70	1	\$ 8,190.70	\$ 24,572.09
Box Consulting KeySafe Services	One Time	\$7,500.00	1	\$ 0.00	\$ 7,500.00

Total One Time Charges: \$ 7,500.00 USD

Total Recurring Amount Per Payment Frequency: \$ 54,604.09 USD

Total Order Amount: \$ 171,312.27 USD

For informational Purposes Only – Estimated Invoice Amounts:

*Invoice I (June 30, 2024 – June 29, 2025) - \$ 49,907.37**

Invoice II (June 30, 2025 – June 29, 2026) - \$ 54,604.09

Invoice III (June 30, 2026 – June 29, 2027) - \$ 54,604.09

**Includes credit for prepaid fees*

For the avoidance of doubt, these invoicing amounts are inclusive of Box Consulting Project fees

Additional Terms

Q-00292531-A



Service Order

The Enterprise Plus product entitles Customer to 101 Managed Users for the applicable products and features described in the Feature Matrix found at the following link: <https://cloud.box.com/s/mznm291s3jaxjk5abt1obf21kthg3x4l>, which is hereby incorporated into this Order.

For the first consecutive renewal of this Order, as long as the amount of recurring product types identified as Recurring Charge Types as per the order form ("Recurring Products") purchased during such renewal and the duration of the contract term are equal to or greater than the number of Recurring Products and the duration of the contract term previously purchased, the Parties agree that the fee per unit for each Recurring Product will not increase by more than 5%. If the Initial Subscription Period is longer than one year, the base price for the per unit rate will be the highest rate applicable in the final 12 months of the subscription period. Recurring Products purchased under this paragraph are solely for use by Customer.

The 101 Enterprise Plus Account Licenses purchased under this Order are replacing the existing licenses purchased by Customer ("Replaced Licenses"). Any credits for pre-paid fees covering the remainder of the Subscription Period of the Replaced Licenses shall be applied to the fees due and payable under this Order. As an example, if the Box Service under this Order is signed and provisioned on June 30, 2024 then Customer would be eligible for an estimated credit amount of \$12,196.72 USD. For the avoidance of doubt, the final credit amount will be calculated from the date Box provisions the Box Services purchased under this Order through the remainder of the Subscription Period of the Replaced Licenses.

Signature

IN WITNESS WHEREOF, Customer has authorized this Order as of the Date of signature below.

Customer

Fort Lupton Municipal Government

Signature:

Name (Print):

Title:

Date:

Box Consulting KeySafe Services Statement of Work can be found at the following Link:
<https://cloud.box.com/v/consulting-keysafe-services>



Service Order

Agreement can be found at the following link:
<https://legal.box.com/v/BOSAv11092023US>

Enhanced Services Level: Priority
Priority Services datasheet can be found at the following link: <https://cloud.box.com/v/EntPlusPriorityServices>

Redeem your Box guidance services credits here: <https://box.my.site.com/redeemcredits>

The Box Data Processing Addendum (DPA) is made available for business enterprises that process and transfer data from the European Economic Area and the United Kingdom to ensure compliance with EU and UK data protection laws. Further information regarding our DPA and data privacy may be found here: <https://www.box.com/gdpr>.

¹ If this order is executed by Customer or received by Box after the Service Start Date above, Box may adjust the Service Start Date based on the date Box provisions the products listed.

² Please note: All future invoices and billing inquiries will be emailed to this contact.

Unless otherwise set forth in this Order, during the Subscription Period Box will periodically assess Customer's usage of the products purchased herein. In the event that Customer's use of the products is in excess of the amount purchased herein, Box reserves the right to issue an order for the number of additional products utilized by the Customer to be purchased by Customer on a prospective basis. Customer will either agree to said purchase or cease use of the additional products.

Unless Premier Support is purchased under this order, SLC credits are not provided. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is an Order not an invoice. Notwithstanding anything to the contrary in the underlying agreement between the parties, any terms and conditions in any purchase order or similar documents issued by Customer shall be null and void.

Box KeySafe

Easy, cost-effective independent control of your encryption keys

Collaboration is accelerating

With content creation and collaboration moving faster than ever before, businesses need to operate faster, employees need to be able to work anytime, on any device, and companies need to find new ways to protect their content. Companies need a single content platform in the cloud to accelerate intelligent and collaborative business processes, and drive employee productivity. Despite these clear benefits of cloud content management, some companies are hesitant about moving certain workloads to the cloud due to prevailing security and privacy concerns

This is why we developed KeySafe

Box KeySafe is a solution that enables organizations to maintain full control over the encryption keys that protect their content. Box KeySafe builds on top of Box's strong encryption and security capabilities to provide:

- Complete, independent control over your encryption keys
- No impact to user experience
- Unchangeable audit log of key usage
- The ability to cut off access to content immediately
- Physical and legal separation between encryption keys and content

With simple set up, and configuration in 30 minutes, IT teams of any size can deploy KeySafe within a few days.

Customer who use KeySafe

FICO intuit®



**METROPOLITAN
POLICE**

flex


SUNTRUST


ZURICH

How enterprises use Box KeySafe

Customers around the world and in highly regulated industries can take full control over their data for important security and compliance use cases

Client contractual compliance

For law, financial and consulting firms that are required to maintain control over client data at all times

Trade secret collaboration For manufacturers working on highly sensitive research and development with partners around the globe

Data privacy compliance

For multinational firms to unify their global workforce on a single collaboration platform

Separation of duties

For security and IT teams required to meet this and other standards for data control and key management

Data access transparency

For organizations seeking greater control over their data and transparency into how their keys are used

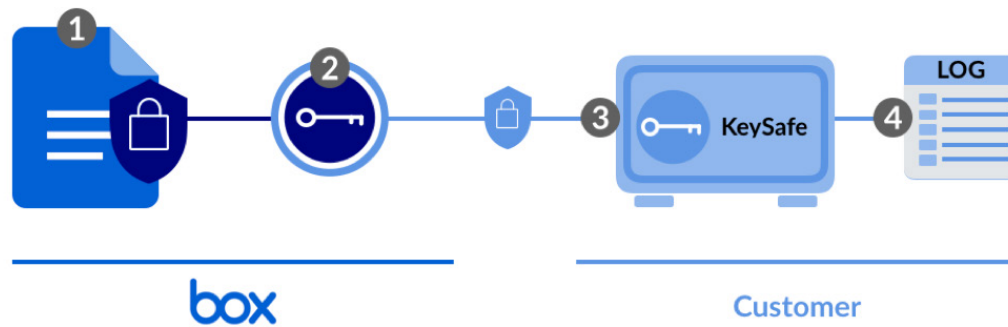
Content access control

For security teams to control when cloud providers can access data, with ability to cut off access at any time

How enterprises use Box KeySafe

Box partnered with Amazon Web Services and Google Cloud Platform to provide on-demand management of keys through their KMS (Key Management Service) solutions to support customers' requirements for security, control, legal separation and reliability.

When a file is uploaded into Box, the file is encrypted with a Box key through our native encryption service. With Box KeySafe, the Box key is then encrypted with the Customer key that is hosted at the cloud provider (AWS or GCP). The customer is the only entity that has access to that key. When the Customer key is used to encrypt or decrypt a file, an unchangeable audit log is updated with reason codes that identify why keys are being used.



ENCRYPTION FLOW OVERVIEW

- | | |
|--------------------------------------|--|
| 1 File uploaded | 3 Box key encrypted with customer's key |
| 2 File encrypted with Box key | 4 Audit log updated |

Customer keys are hosted by our partners, AWS or GCP, in systems that are designed with 99.99999999% durability and deployed in multiple availability zones. Decrypted data and encryption keys (both the Customer key and the Box key) are only stored in memory and never stored on disk.

Available Box KeySafe options

KeySafe with AWS/GCP Cloud Key Management Service

This is the simplest, most cost-effective solution for customer-managed encryption for Box. KeySafe with AWS/GCP Cloud Key Management Service enables you to control your encryption keys by leveraging a software service — Key Management Service (KMS) from Amazon Web Services (AWS) or Cloud Key Management Service (KMS) from Google Cloud Platform (GCP). KMS leverages multi-tenant HSMs.

Box KeySafe with AWS KMS Custom Key Store/GCP Cloud HSM Key Management Service

With this option, Box customers can manage their own encryption keys using a simple-to-use KMS interface — while storing encryption keys in AWS/GCP Cloud HSM. These solutions can be used to meet any security and compliance requirements for private key storage, without the operational overhead of managing on-premises hardware.

Box KeySafe with AWS GovCloud

Box KeySafe with AWS GovCloud lets agencies ensure compliance with ITAR/ EAR and IRS-1075 requirements as they move highly-sensitive workloads into the cloud. This offering leverages AWS KMS in the AWS GovCloud region, and enables government agencies and organizations that work with the U.S. government to gain independent control over their content encryption keys.



Upcoming Events

- | | |
|------------------|---|
| June 19, 2024 | Welcome Wednesday - Community Development Office
1200 Dexter St. Unit W13, 7:30 a.m. – 9:00 a.m. |
| June 29, 2024 | Splash Park Grand Re-Opening – 203 S. Harrison Ave. 10:00 a.m. |
| July 3, 2024 | Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m. |
| July 6, 2024 | Independence Day Celebration – Community Park, Fort
Lupton Recreation Center, 203 S. Harrison Ave. |
| July 12-13, 2024 | Citywide Yard Sales |