



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, October 1, 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

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

a. Youth Advisory Committee

Approval of Agenda

Review of Accounts Payables

a. October 1, 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. September 17, 2024 City Council Meeting Minutes**
- b. Second Reading of Ordinance 2024-1176 Right of Way Dedication of Lot 4 of the Thomas Minor Amendment**
- c. Second Reading of Ordinance 2024-1177 Annexing Land Known as the Lancaster Crossing Annexation and Approving the Annexation Agreement**
- d. Second Reading of Ordinance 2024-1178 Initially Zoning Land Known as the Lancaster Crossing Initial Zoning to the 'A' Agricultural Zone District**
- e. Second Reading of Ordinance 2024-1179 Annexing Land Known as the Silver Lining Annexation and Approving the Annexation Agreement**
- f. Second Reading of Ordinance 2024-1180 Initially Zoning Land Known as the Silver Lining Initial Zoning, to the 'A' Agricultural Zone District and 'R-1' Single Family Residential Zone District**
- g. AM 2024-161 Authorize the City Administrator to Accept a Service Agreement from Dig Deep to Provide Grants-Related Technical Assistance Services for the 2024 Year**
- h. AM 2024-162 Approve the Mayor to Sign as the Consenting Party to an Amended 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**
- i. AM 2024-163 Approve a Resolution Revising the Water and Sewer Infrastructure Investment Fee Schedule for 2025, Effective December 1, 2024**

- j. AM 2024-165 Application for Upper Front Range Transportation Planning Region for Multimodal Transportation and Mitigation Options Fund and Local Match Support Letter for Via Mobility
- k. AM 2024-166 Approving the Addition of One (1) Position of an Administrative Assistant Intern Allocated from the General Fund

Action Memorandum

- a. AM 2024-164 Approve the Amended Capital Improvement Project Plans by Jacobs (OMI) Budgeted for 2024 for an Amount Not to Exceed \$256,604.44 from the Utility Fund. This Amount Includes the Updated Quote Amount for the Ross Valve Project
- b. AM 2024-168 Authorize the Mayor to Execute an Agreement to Purchase Thirty-Eight Shares of Fulton Irrigation from Privateer Bromley, LLC and Fulton Ditch Company for \$1,140,000.00

Staff Reports

Mayor/Council Reports

Future City Events

- a. October 1, 2024 Upcoming Events

Upcoming Meetings

- a. October 8, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 15, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 29, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
November 5, 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: 09/18/2024 - 10/01/2024

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						
003612	JOHNSON MARK LLC	09/20/2024	Regular	0.00	422.69	103281
INV0001644	Invoice	09/20/2024	Case #2024C030141	0.00	422.69	
000031	ADAMSON POLICE PRODUCTS	09/24/2024	Regular	0.00	928.30	103282
INV419287-1	Invoice	09/01/2024	GF-UNIFORMS-PD	0.00	314.82	
INV419436-1	Invoice	09/01/2024	GF-UNIFORMS-PD	0.00	146.65	
INV419783-1	Invoice	09/01/2024	GF-UNIFORMS-PD	0.00	466.83	
002254	ADIDAS AMERICA INC	09/24/2024	Regular	0.00	2,248.64	103283
6159445472	Credit Memo	09/01/2024	GOLF-CREDIT FOR MERCHANDISE RETURN...	0.00	-1,017.00	
6159764111	Credit Memo	09/01/2024	GOLF-CREDIT FOR RETURNED MERCHAND...	0.00	-276.00	
6160155811	Invoice	09/01/2024	GOLF-UNIFORMS-PRO SHOP	0.00	353.40	
6160164615	Invoice	09/01/2024	GOLF-UNIFORMS-PRO SHOP	0.00	55.80	
6160273933	Invoice	09/01/2024	GOLF-UNIFORMS-PRO SHOP	0.00	109.50	
6161310611	Invoice	09/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	43.20	
6161358951	Invoice	09/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	134.10	
6161374591	Invoice	09/01/2024	GOLF-UNIFORMS-PRO SHOP	0.00	2,267.84	
6161486126	Invoice	09/01/2024	GOLF-UNIFORMS-PRO SHOP	0.00	75.30	
6161583842	Invoice	09/01/2024	GF-WELLNESS MERCHANDISE-HR	0.00	267.90	
6161947332	Invoice	09/06/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	20.70	
6161976261	Invoice	09/12/2024	GF-UNIFORMS-PW SHOP	0.00	103.50	
6161978115	Invoice	09/12/2024	GF-STAFF APPRECIATION-CITY ADMIN	0.00	47.40	
6161982169	Invoice	09/13/2024	GF-UNIFORMS-PD	0.00	31.50	
6161982170	Invoice	09/13/2024	GF-UNIFORMS-PD	0.00	31.50	
000040	AFLAC	09/24/2024	Regular	0.00	2,728.30	103284
359801	Invoice	09/17/2024	GF-SUPPLEMENTAL INS FOR SEPTEMBER 2...	0.00	2,728.30	
002941	AMERITAS LIFE INSURANCE CORP	09/24/2024	Regular	0.00	7,973.81	103285
010-57637-01 D...	Invoice	10/01/2024	GF-DENTAL INS FOR OCTOBER 2024-HR	0.00	6,994.24	
010-57637-02 VIS...	Invoice	10/01/2024	GF-VISION INS FOR OCTOBER 2024-HR	0.00	979.57	
000108	AUSMUS LAW FIRM PC	09/24/2024	Regular	0.00	1,800.00	103286
8976	Invoice	09/01/2024	GF-PROSECUTION SERVICES-COURT	0.00	1,800.00	
003524	BEST CLEANER DISPOSAL	09/24/2024	Regular	0.00	641.00	103287
13714	Invoice	09/16/2024	GF-TRASH SERVICE FOR OCT 2024-FAC	0.00	135.00	
13715	Invoice	09/16/2024	CPR-TRASH SERVICE FOR OCT 2024-COM ...	0.00	85.00	
13717	Invoice	09/16/2024	GF-TRASH SERVICE FOR OCT 2024-PW SH...	0.00	129.00	
13719	Invoice	09/16/2024	CEM-TRASH SERVICE FOR OCT 2024-CEME...	0.00	72.00	
13721	Invoice	09/16/2024	GOLF-TRASH SERVICE FOR OCT 2024-MAI...	0.00	135.00	
13722	Invoice	09/16/2024	GF-TRASH SERVICE FOR OCT24-PARKS	0.00	85.00	
000160	BREAKTHRU BEVERAGE COLORADO	09/24/2024	Regular	0.00	131.00	103288
117693067	Invoice	09/12/2024	GOLF-BEVERAGES-PRO SHOP	0.00	131.00	
002853	BUCKEYE CLEANING CENTER	09/24/2024	Regular	0.00	1,381.02	103289
90613213	Invoice	09/10/2024	GF-PAPER PRODUCTS-PARKS	0.00	225.78	
90613214	Invoice	09/10/2024	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	1,155.24	
000183	CALLAWAY GOLF SALES COMPANY	09/24/2024	Regular	0.00	1,058.40	103290
938883507	Invoice	09/02/2024	GOLF-SUPPLIES FOR DOOR REBUILD-PRO ...	0.00	1,058.40	
002651	COLORADO COMMUNITY MEDIA	09/24/2024	Regular	0.00	806.20	103291
119792	Invoice	09/13/2024	GF-PUBLIC/LEGAL NOTICES-	0.00	806.20	

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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	
000306	COMCAST BUSINESS	09/24/2024	Regular	0.00	2,822.53	103292
216913808	Invoice	09/01/2024	GF-INTERNET SERVICE-	0.00	2,822.53	
000307	COMCAST CABLE COMM, LLC	09/24/2024	Regular	0.00	212.89	103293
0120790 SEPT24	Invoice	09/06/2024	GOLF-SEPTEMBER 2024 INTERNET/PHONE...	0.00	212.89	
000370	DEFALCO CONSTRUCTION CO	09/24/2024	Regular	0.00	205,443.89	103294
04	Invoice	09/03/2024	Harrison Ave Reconstruction Phase 2	0.00	205,443.89	
003559	DRAKE DUO PRINTS LTD	09/24/2024	Regular	0.00	780.82	103295
1139	Invoice	09/10/2024	REC-STAFF SHIRTS-REC CENTER	0.00	780.82	
003643	GINA SELVIDGE	09/24/2024	Regular	0.00	63.32	103296
090524	Invoice	09/05/2024	GOLF-REIMBURSE ITEMS PURCHASED W ...	0.00	63.32	
000567	HIGH COUNTRY BEVERAGE CORP	09/24/2024	Regular	0.00	783.60	103297
W-6902126	Invoice	09/16/2024	GOLF-BEVERAGES-PRO SHOP	0.00	783.60	
003120	HUDSON LOCKERS, INC	09/24/2024	Regular	0.00	152.50	103298
464	Invoice	09/16/2024	GOLF-PREPACKAGED FOODS-PRO SHOP	0.00	152.50	
003311	LINKSOUL, LLC	09/24/2024	Regular	0.00	1,726.37	103299
350633	Invoice	09/09/2024	GOLF-MERCHNDISE-PRO SHOP	0.00	1,726.37	
000735	LL JOHNSON DISTRIBUTING	09/24/2024	Regular	0.00	1,151.66	103300
1161059-00	Invoice	09/05/2024	GOLF-PARTS-MAINT	0.00	797.68	
1938678-00	Invoice	09/01/2024	GOLF-STERRING ARM, JOINT BALL-MAINT	0.00	256.97	
1938773-00	Invoice	09/03/2024	GOLF-FILTER, WATER SEPARATOR-MAINT	0.00	97.01	
000795	MILE HIGH TURFGRASS, LLC	09/24/2024	Regular	0.00	2,372.89	103301
11852	Invoice	09/03/2024	GOLF-PARTS/SUPPLIES-MAINT	0.00	898.39	
11857	Invoice	09/06/2024	GOLF-FERTILIZER/CHEMICALS-MAINT	0.00	1,474.50	
000861	NVAA	09/24/2024	Regular	0.00	840.00	103302
204	Invoice	09/05/2024	CPR-VOLLEYBALL DUES-ATHL	0.00	840.00	
003169	OFFICESCAPES	09/24/2024	Regular	0.00	1,488.97	103303
269679	Invoice	09/11/2024	REC-FRONT DESK CHAIRS-REC CENTER	0.00	1,488.97	
001943	PINNACOL ASSURANCE	09/24/2024	Regular	0.00	630.21	103304
21826120	Invoice	09/16/2024	GF-WORKER'S COMP-MISC	0.00	630.21	
001040	STERICYCLE	09/24/2024	Regular	0.00	95.00	103305
8008327195	Invoice	09/01/2024	GF-SHREDDING SERVICES-CITY CL	0.00	60.00	
8008345171	Invoice	09/10/2024	GF-SHREDDING SERVICES-CITY CL	0.00	35.00	
003339	STP SERVICES COMPANY	09/24/2024	Regular	0.00	4,150.00	103306
1009122024	Invoice	09/12/2024	GF-40' CUBE CONTAINER-COM EVENTS	0.00	4,150.00	
001052	SWIRE COCA-COLA, USA	09/24/2024	Regular	0.00	463.80	103307
43288806007	Invoice	09/13/2024	GF-PREPACKAGED FOOD-PRO SHOP	0.00	463.80	
001075	THE CONSOLIDATED MUTUAL	09/24/2024	Regular	0.00	156.69	103308
091324A	Invoice	09/13/2024	UF-AUGUST '24 PERRY PIT DISCHARGE P...	0.00	61.82	
091324B	Invoice	09/13/2024	UF-AUGUST '24 WELL PUMP B-W STOR	0.00	61.13	
091324C	Invoice	09/13/2024	UF-AUGUST '24 WELL PUMP C-W STOR	0.00	33.74	
001132	UNDERWATER RECOVERY SPECIALISTS	09/24/2024	Regular	0.00	4,956.00	103309
798	Invoice	09/05/2024	GOLF-NEW INTAKE SCREEN-MAINT	0.00	4,956.00	
001138	UNITED POWER	09/24/2024	Regular	0.00	1,500.00	103310
WO#202409023	Invoice	09/10/2024	GF-APPLICATION FEE FOR W/O #2024090...	0.00	1,500.00	
001137	UNITED POWER	09/24/2024	Regular	0.00	329.08	103311
10213507 AUG24	Invoice	09/16/2024	GF-ELECTRIC SERVICE AUG '24 (08/13-09/...	0.00	329.08	

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003398	UNIVERSITY AUTO PARTS	09/24/2024	Regular	0.00	129.99	103312
210931	Invoice	09/06/2024	GF-BATTERY CABLE, PARTS-STREETS	0.00	57.85	
211669	Invoice	09/16/2024	GF-5 GAL HYDFLUID-PW SHOP	0.00	72.14	
003635	WATERWORTH	09/24/2024	Regular	0.00	14,355.00	103313
INV-1274	Invoice	09/17/2024	GF-Aug2024-Aug2025 Utility Budget Mode...	0.00	14,355.00	
001203	WELD COUNTY SHERIFF'S OFFICE	09/24/2024	Regular	0.00	405.09	103314
1830 072024	Invoice	09/01/2024	GF-PRISONER FEES-COURT	0.00	405.09	
001207	WESTERN DISTRIBUTING INC	09/24/2024	Regular	0.00	133.80	103315
813553	Invoice	09/13/2024	GOLF-BEVERAGES-PRO SHOP	0.00	133.80	
001208	WHITE BEAR ANKELE TANAKA & WALDRON	09/24/2024	Regular	0.00	9,942.50	103316
36094	Invoice	09/06/2024	GF-Whitie Bear Ankele Invoice Jul2024-Leg...	0.00	7,123.75	
36578	Invoice	09/06/2024	GF-White Bear Ankele Aug2024 Invoice	0.00	2,818.75	
000031	ADAMSON POLICE PRODUCTS	10/01/2024	Regular	0.00	447.53	103317
INV421226	Invoice	09/10/2024	GF-UNIFORMS-PD	0.00	278.42	
INV421227	Invoice	09/10/2024	GF-UNIFORMS-PD	0.00	61.15	
INV421301	Invoice	09/11/2024	GF-UNIFORMS-PD	0.00	107.96	
002254	ADIDAS AMERICA INC	10/01/2024	Regular	0.00	858.00	103318
6161978116	Invoice	09/12/2024	REC-WOMEN'S STAFF SHIRTS-REC CENTER	0.00	211.20	
6162012597	Invoice	09/19/2024	GF-MERCHANDISE, STAFF APPRECIATION-...	0.00	23.70	
6162013986	Invoice	09/20/2024	GF-WELLNESS BENEFITS-HR	0.00	623.10	
000044	AGFINITY INC	10/01/2024	Regular	0.00	4,445.00	103319
I80069	Invoice	09/20/2024	GOLF-UNLEADED GASOHOH-MAINT	0.00	2,984.41	
I80070	Invoice	09/20/2024	GOLF-FIELDMASTER DYED DIESEL-MAINT	0.00	1,460.59	
003524	BEST CLEANER DISPOSAL	10/01/2024	Regular	0.00	40.00	103320
35340 OCT24	Invoice	09/16/2024	GF-OCT 2024 TRASH SERV (VET OFFICE)-C...	0.00	40.00	
000239	CITY OF FORT LUPTON	10/01/2024	Regular	0.00	200.00	103321
CIT#133421-1	Invoice	09/23/2024	GF-RESTITUTION, CIT #133421-1-PD	0.00	200.00	
000267	COLONIAL LIFE	10/01/2024	Regular	0.00	105.96	103322
78168201001983	Invoice	10/01/2024	GF-SUPP INS FOR OCTOBER 2024-HR	0.00	105.96	
003644	COLORADO CARDIO GYM EQUIPMENT OUTLET	10/01/2024	Regular	0.00	468.01	103323
91824-14	Invoice	09/18/2024	REC-MAINTANENCE/REPAIR STAGE BIKES-...	0.00	468.01	
002651	COLORADO COMMUNITY MEDIA	10/01/2024	Regular	0.00	24.68	103324
120181	Invoice	09/20/2024	GF-LEGAL/PUBLIC NOTICES-CITY CL	0.00	24.68	
003645	COLORADO HAZARD CONTROL, LLC	10/01/2024	Regular	0.00	4,670.00	103325
112-M24P	Invoice	09/13/2024	REC-MOLD REMEDIATION-REC CENTER	0.00	4,670.00	
000307	COMCAST CABLE COMM, LLC	10/01/2024	Regular	0.00	468.01	103326
0164533 OCT24	Invoice	09/13/2024	GF-INTERNET/PHONE FOR OCTOBER 2024...	0.00	220.16	
0215335 SEPT24	Invoice	09/15/2024	GF-SEPT 2024 INTERNET SERV (VET OFFICE...	0.00	247.85	
003192	ENCO SYSTEMS INC	10/01/2024	Regular	0.00	3,322.00	103327
20440	Invoice	09/01/2024	Assitive Listening for Council/Court Room	0.00	3,322.00	
003631	EVERON, LLC	10/01/2024	Regular	0.00	164.37	103328
50576495 OCT24	Invoice	09/02/2024	REC-ALARM/SECURITY MONITORING OCT ...	0.00	164.37	
000445	EWING IRRIGATION PRODUCTS INC	10/01/2024	Regular	0.00	1,112.50	103329
23408918	Invoice	09/16/2024	GF-PLANTERS MIX-PARKS	0.00	1,112.50	
002821	FIESTA TIME INC	10/01/2024	Regular	0.00	2,310.00	103330
5764	Invoice	09/06/2024	GF-TENT & CHAIR RENTAL FOR TRAPPER'S...	0.00	2,310.00	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI	10/01/2024	Regular	0.00	135.00	103331

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14	Invoice	09/13/2024	REC-MONTHLY NURSE VISIT-REC CENTER	0.00	135.00	
000567	HIGH COUNTRY BEVERAGE CORP	10/01/2024	Regular	0.00	510.75	103332
W-6909042	Invoice	09/23/2024	GOLF-BEVERAGES-PRO SHOP	0.00	510.75	
003646	INLAND POTABLE SERVICES INC	10/01/2024	Regular	0.00	15,750.00	103333
A138-082424	Invoice	09/24/2024	Water Tank Dive Inspection	0.00	15,750.00	
001786	JOHNSON CONTROLS SECURITY SOLUTIONS	10/01/2024	Regular	0.00	244.64	103334
40569644	Invoice	09/14/2024	CPR- SECURITY MONITORING 10/01-12/31...	0.00	244.64	
003311	LINKSOUL, LLC	10/01/2024	Regular	0.00	145.17	103335
351942	Invoice	09/20/2024	GOLF-MERCHANDIS-PRO SHOP	0.00	145.17	
003522	OTTEM ELECTRONICS, INC.	10/01/2024	Regular	0.00	300.00	103336
24-0310	Invoice	09/01/2024	GOLF-QUARTERLY FIRE MONITORING/SEC...	0.00	300.00	
003545	POINT AND PAY, LLC	10/01/2024	Regular	0.00	50.00	103337
092324	Invoice	09/23/2024	GF-MONTHLY FEE FOR AUGUST 2024-PLA...	0.00	50.00	
003479	PRESTIGE AQUATICS LLC	10/01/2024	Regular	0.00	9,300.00	103338
3470	Invoice	09/18/2024	REC-VORTEX ABRIO INSTALLATION-REC C...	0.00	9,300.00	
003433	RN CIVIL CONSTRUCTION, LLC	10/01/2024	Regular	0.00	468,402.25	103339
04	Invoice	09/05/2024	UF-PLANT EXPANSION PROJECT-WATER	0.00	468,402.25	
001022	SOUTHERN GLAZER'S OF CO	10/01/2024	Regular	0.00	319.68	103340
3544394	Invoice	09/18/2024	GOLF-BEVERAGES-PRO SHOP	0.00	319.68	
003297	SWEET PEA CLEANING, LLC	10/01/2024	Regular	0.00	884.00	103341
8800	Invoice	09/01/2024	REC-SEPTEMBER CLEANING-REC CENTER	0.00	884.00	
001052	SWIRE COCA-COLA, USA	10/01/2024	Regular	0.00	432.35	103342
43398180007	Invoice	09/20/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	432.35	
002694	SYMMETRY ENERGY SOLUTIONS LLC	10/01/2024	Regular	0.00	1,296.23	103343
18976644	Invoice	09/23/2024	REC-AUG 2024 NATURAL GAS SERVICE-REC..	0.00	1,296.23	
003398	UNIVERSITY AUTO PARTS	10/01/2024	Regular	0.00	15.17	103344
212073	Invoice	09/20/2024	GF-FUEL FILTER, PARTS-STREETS	0.00	15.17	
001203	WELD COUNTY SHERIFF'S OFFICE	10/01/2024	Regular	0.00	925.92	103345
1830 082024	Invoice	09/01/2024	GF-JAIL FEES-COURT	0.00	925.92	
001224	XCEL ENERGY-GAS	10/01/2024	Regular	0.00	129.86	103346
894585919	Invoice	09/17/2024	GOLF-SEPTEMBER 2024 GAS SERVICE-PRO...	0.00	129.86	
000024	ACE HARDWARE OF FORT LUPTON	09/24/2024	EFT	0.00	72.34	9001741
105316/1	Invoice	09/04/2024	GOLF-SUPPLIES-MAINT	0.00	36.35	
105424/1	Invoice	09/10/2024	GOLF-SUPPLIES-MAINT	0.00	35.99	
003355	ADOLFSON & PETERSON CONSTRUCTION	09/24/2024	EFT	0.00	984,703.59	9001742
11	Invoice	09/01/2024	RC-REC EXPANSION CONSTRUCTION-REC	0.00	984,703.59	
000048	AIRGAS USA LLC	09/24/2024	EFT	0.00	20.56	9001743
5510629306	Invoice	09/01/2024	GOLF-ACETYLENE/OXYGEN-MAINT	0.00	20.56	
001327	ALTA PEAK ROLLOFFS LLC	09/24/2024	EFT	0.00	515.43	9001744
4204	Invoice	09/01/2024	GF-ROLLOFF SERVICE AT WWTP-PW SHOP	0.00	515.43	
002257	ANACONDA NETWORKS INC	09/24/2024	EFT	0.00	9,473.17	9001745
8819	Invoice	09/10/2024	Renewal of CP IBR1100 & IBR900	0.00	3,716.17	
8822	Invoice	09/11/2024	CPs IBR1900&IBR900 Advanced NCM Ren...	0.00	5,757.00	
001820	BADGER METER	09/24/2024	EFT	0.00	95,667.50	9001746
1683278	Invoice	09/13/2024	UF-NEW METERS AND ENDPOINTS-W LINES	0.00	95,667.50	

Council Check Report

Date Range: 09/18/2024 - 10/01/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000232	CIRSA	09/24/2024	EFT	0.00	1,935.18	9001747
241562	Invoice	09/01/2024	GF-CIRSA DEDUCTIBLE FOR PC6022032-1-...	0.00	1,000.00	
241973	Invoice	09/17/2024	GF-SPLASHPAD/PLAYGROUND ADDITIONS...	0.00	935.18	
003625	CREATIVE DISPLAYS INC	09/24/2024	EFT	0.00	11,987.81	9001748
59686	Invoice	09/11/2024	GF-Light Pole Christmas Decorations-Misc	0.00	11,987.81	
003417	DATA CENTER WAREHOUSE, LLC	09/24/2024	EFT	0.00	330.00	9001749
INVD209870	Invoice	09/12/2024	WebRoot 15 licenses 1yr for EOC laptops	0.00	330.00	
002723	EAGLE ROCK COMPANY OF COLO	09/24/2024	EFT	0.00	596.13	9001750
13056433	Invoice	09/16/2024	GF-BEVERAGES-PRO SHOP	0.00	59.43	
13056434	Invoice	09/16/2024	GOLF-BEVERAGES-PRO SHOP	0.00	536.70	
000455	FASTENAL COMPANY 01COFTL	09/24/2024	EFT	0.00	117.57	9001751
COFTL200417	Invoice	09/05/2024	GF-PARTS/SUPPLIES-PW SHOP	0.00	117.57	
000536	GOLF AND SPORT SOLUTIONS LLC	09/24/2024	EFT	0.00	2,128.62	9001752
48817	Invoice	09/06/2024	GOLF-TONS OF BUNKER SAND-MAINT	0.00	651.19	
48849	Invoice	09/10/2024	GOLF-TONS OF BUNKER SAND-MAINT	0.00	669.02	
48858	Invoice	09/10/2024	GOLF-TONS OF BUNKER SAND-MAINT	0.00	808.41	
002778	KASEYA US LLC	09/24/2024	EFT	0.00	6,696.93	9001753
CI_1390302	Invoice	09/10/2024	Annual Renewal - BMS, VSA, Datto	0.00	6,696.93	
000691	KONE INC	09/24/2024	EFT	0.00	140.80	9001754
871456339	Invoice	09/01/2024	REC-ELEVATOR MAINTENANCE AUG 2024-...	0.00	140.80	
003486	LONGVIEW HEATING & AIR	09/24/2024	EFT	0.00	33,400.00	9001755
JOB #252025	Invoice	09/12/2024	HVAC Unit replacement	0.00	33,400.00	
000783	MEANDERING WITH MARY	09/24/2024	EFT	0.00	300.00	9001756
091024	Invoice	09/10/2024	CPR-SEPT 2024 CASINO TRIP-SENIORS	0.00	300.00	
003150	REDI SERVICES, LLC	09/24/2024	EFT	0.00	775.00	9001757
218618	Invoice	09/09/2024	GF-PORTABLE TOILETS/HANDWASH STATI...	0.00	775.00	
000999	SHAMROCK FOODS COMPANY	09/24/2024	EFT	0.00	902.52	9001758
31848306	Invoice	09/12/2024	GOLF-FOOD/BEVERAGES/PREPACKAGED ...	0.00	930.64	
9779564	Credit Memo	09/05/2024	GOLF-CREDIT FOR RETURN-PRO SHOP	0.00	-28.12	
001153	VALLEY FIRE EXTINGUISHER	09/24/2024	EFT	0.00	250.00	9001759
163635	Invoice	09/10/2024	GF-DRY CHEM-SAFETY	0.00	250.00	
000026	ACTIVE CABLING & COMMUNICATIONS LLC	10/01/2024	EFT	0.00	1,002.75	9001760
203052	Invoice	09/17/2024	GF-INSTALLATION OF CABLES @ VET OFFI...	0.00	1,002.75	
002841	AIRBOUND	10/01/2024	EFT	0.00	250.00	9001761
247258-1	Invoice	09/24/2024	GF-TRAIN RENTAL FOR PUMPKINFEST-CO...	0.00	250.00	
001327	ALTA PEAK ROLLOFFS LLC	10/01/2024	EFT	0.00	11,996.60	9001762
4233	Invoice	09/23/2024	Clean up - Rolloffs	0.00	11,996.60	
002835	BRANDING BY BRE	10/01/2024	EFT	0.00	3,100.00	9001763
1292	Invoice	10/01/2024	GF-SOCIAL MEDIA MANAGEMENT-CITY CL	0.00	3,100.00	
002122	BURNS & MCDONNELL ENGINEERING CO INC	10/01/2024	EFT	0.00	110,164.52	9001764
160868-14	Invoice	09/19/2024	UF- WATER TOWER DESIGN CO #1-WATER	0.00	110,164.52	
000232	CIRSA	10/01/2024	EFT	0.00	567.45	9001765
241997	Invoice	09/24/2024	GF-AUG '24 DEDUCTIBLE PORTION OF CLA...	0.00	567.45	
003417	DATA CENTER WAREHOUSE, LLC	10/01/2024	EFT	0.00	26,850.00	9001766
Q-86378	Invoice	09/01/2024	EOC Equipment Purchase-Laptops	0.00	26,850.00	
002723	EAGLE ROCK COMPANY OF COLO	10/01/2024	EFT	0.00	36.23	9001767

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	
13088179	Invoice	09/23/2024	GOLF-BEVERAGES-PRO SHOP	0.00	59.43	
13088180	Credit Memo	09/23/2024	GOLF-BEVERAGES-PRO SHOP	0.00	-23.20	
002919	EQUIPMENTSHARE.COM INC	10/01/2024	EFT	0.00	1,496.80	9001768
LUP-4232112-00...	Invoice	09/01/2024	REC-TELEHANDLER-REC CENTER	0.00	1,496.80	
000745	LOUIS A GRESH	10/01/2024	EFT	0.00	1,600.00	9001769
SEPTEMBER 2024	Invoice	09/01/2024	GF-ARRAIGNMENT DOCKET FOR SEPT 202...	0.00	1,600.00	
003316	MIGUEL IRAOLA	10/01/2024	EFT	0.00	550.00	9001770
09302024	Invoice	09/23/2024	GF-TRANSLATIONS SERVICES SEPT 2024-C...	0.00	550.00	
002195	MINUTEMAN PRESS	10/01/2024	EFT	0.00	663.89	9001771
40503	Invoice	09/23/2024	GF-#10 WINDOW ENVELOPES, SELF SEAL-F...	0.00	663.89	
000811	MOTOROLA SOLUTIONS	10/01/2024	EFT	0.00	30,545.73	9001772
8281963419	Invoice	09/01/2024	GF-6 APX6500 and 7 APX4000 Radios-PD	0.00	30,545.73	
000862	O'REILLY AUTO PARTS	10/01/2024	EFT	0.00	69.92	9001773
4489-166775	Invoice	09/10/2024	GF-GLASS CLEANER/SHOP TOWELS-	0.00	69.92	
000931	R & L TIRES	10/01/2024	EFT	0.00	30.00	9001774
54729	Invoice	09/20/2024	GOLF-TIRE REPAIR-MAINT	0.00	30.00	
000999	SHAMROCK FOODS COMPANY	10/01/2024	EFT	0.00	2,159.51	9001775
31870917	Invoice	09/19/2024	GOLF-FOOD/PREPACKAGED FOOD/SUPPLI...	0.00	2,159.51	
002725	TIRES TO GREEN RECYCLING COLORADO LLC	10/01/2024	EFT	0.00	1,115.75	9001776
2469	Invoice	09/17/2024	GF-TIRE RECYCLING, CLEAN UP DAYS-LEGIS	0.00	1,115.75	
001101	TODD HODGES DESIGN, LLC	10/01/2024	EFT	0.00	10,476.75	9001777
3636	Invoice	09/22/2024	GF-PLANNING SERVICES SEPT 9-22, 2024-P...	0.00	10,476.75	
003411	ULTIMATE DENT REMOVAL LLP	10/01/2024	EFT	0.00	2,285.02	9001778
2073	Invoice	09/01/2024	GF-REPAIRS TO 2020 CHEVY TAHOE-MISC	0.00	2,285.02	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	10/01/2024	EFT	0.00	104,968.54	9001779
259039611403	Invoice	10/01/2024	GF-HEALTH INS FOR OCTOBER 2024-HR	0.00	104,968.54	
001153	VALLEY FIRE EXTINGUISHER	10/01/2024	EFT	0.00	60.00	9001780
163703	Invoice	09/17/2024	GOLF-NEW ABC DRY CHEM FIRE EXTINGUI...	0.00	60.00	
000119	BANK OF COLORADO	09/20/2024	Bank Draft	0.00	6,806.21	DFT0002467
INV0001641	Invoice	09/20/2024	HSA DISTRIBUTION	0.00	6,806.21	
000119	BANK OF COLORADO	09/20/2024	Bank Draft	0.00	610.83	DFT0002468
INV0001642	Invoice	09/20/2024	HSA DISTRIBUTION	0.00	610.83	
001416	VALIC_1	09/20/2024	Bank Draft	0.00	48,183.14	DFT0002469
INV0001643	Invoice	09/20/2024	VALIC - 457(b) \$ Contributions	0.00	48,183.14	
001265	IRS	09/20/2024	Bank Draft	0.00	87,270.91	DFT0002470
INV0001645	Invoice	09/20/2024	Federal Withholding	0.00	87,270.91	
001418	CO DEPARTMENT OF REVENUE	09/20/2024	Bank Draft	0.00	14,674.00	DFT0002471
INV0001646	Invoice	09/20/2024	CO Withholding	0.00	14,674.00	
001265	IRS	09/25/2024	Bank Draft	0.00	9.92	DFT0002472

Council Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001647	Invoice	09/25/2024	Federal Withholding	0.00	9.92	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	103	66	0.00	792,683.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	157,555.01
EFT's	48	40	0.00	1,460,002.61
	157	112	0.00	2,410,240.66

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	103	66	0.00	792,683.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	157,555.01
EFT's	48	40	0.00	1,460,002.61
	157	112	0.00	2,410,240.66

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	9/2024	1,582,774.12
999	POOLED CASH/CONSOLIDATED CASH	10/2024	827,466.54
			2,410,240.66

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 17, 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, September 17, 2024. Mayor Zo Hubbard called the meeting to order at 6:03 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, Public Works Director, Roy Vestal, Chief of Police, William Carnes, Finance Director, Leann Perino and City Attorney, Andy Ausmus.

PERSONS TO ADDRESS COUNCIL

Serafin Bachicha on behalf of "Have a Heart" addressed Council to ask for support regarding the Have a Heart Softball Tournament at Pierson Park and thanked them for their support throughout the years.

Bobby Breezy Ortega, resident of Fort Lupton submitted an email to the City Clerk's Office to address Council and ask if automatic crossing arms can be installed at railroad intersections to stop trains from using their horns. Council stated this was looked into two years ago and Roy Vestal, Public Works Director stated the quote that was received two years ago is that it costs \$500,000.00 per crossing. Also, it is required that the whole city receives the arms and not just an isolated crossing. There is a total of 8 intersections that would need to be installed for a total cost of at least 4,000,000.00. Mr. Vestal also stated that if there is one accident after these have been installed all arms are to be removed.

APPROVAL OF AGENDA

Council requested to move the Information Memorandum's before the Consent Agenda. It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to approve the agenda as amended. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the September 17, 2024, payables; there were no questions or comments from the Mayor or Council.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 17, 2024**

INFORMATION MEMORANDUM

IM 2024-018 Payment to the Consolidated Mutual Water Company of \$384,802.58 for Repairs to Perry Pit, Caused Due to Flooding During 2023

Flooding from the South Platte River during the 2023 season caused major damages to the Perry Pit water storage facility. The City's lease agreement with The Consolidated Mutual Water Company includes cost share of repairs/improvements of 50%.

Total cost of engineering and construction repairs is \$801,665.16. Two items were not considered necessary for purposes of the leased volume (fencing replacement and west side berming). Final 50% share of costs is \$384,802.58.

Repairs are complete and City staff has inspected the work done.

IM 2024-019 Utility Billing and Water Meter Replacements

In 2019, City Staff recognized the need to replace water meters within the City. End points were failing making the meters unreadable by the reading software and equipment. In 2019, the public works director bid out replacement water meters and meter reading system. The company awarded the contract was not able to meet the demand for meter and they were unable to produce a read file compatible with the Incode Billing Software. In September 2021, a new contract was awarded to Badger Meter for meters and software. However, because of COVID and pipeline supply issues, meters were difficult to obtain. At the end of 2023, the City changed its meter shut off policy, that decision allowed staff to purchase a type of meter more easily obtainable. Northern Colorado Constructors (NCC) was contracted February 6, 2024 to replace all old meters and endpoints in the City. As of August 30th, 650 meters of 1,830 have been replaced.

Issues and Actions regarding meters are below:

- Issue: Meters with dead endpoints have high final reads when replaced.
- Action 1: Finance is estimating reads based on the winter water average for homes.
Finance subtracts the estimated usages from the final usage resulting in a more reasonable final bill.
- Action 2: Meters with multiple months of missed reads are billed at the lowest tier.
-
- Issue: Incorrect Manual Reads
- Action: Check usage from manual reads with previous usage on the account and have public works verify the unusual reads.
-
- Issue: High Reads and Bills
- Action: All residential utility bills over \$1,000 will be pulled from the automated billing file

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 17, 2024

before being sent to the printer. The usage and billing will be verified, corrections made and a manual bill will be sent to the customer.

General Procedures:

When notified of an unusually high utility bill, the Utility Billing clerk will send public works out to take a manual read and to check for leaks. Based on what is found, a credit is added to the bill. In the case of a leak, following the leak policy in the municipal code, the clerk issues a credit after obtaining receipts from the customer.

In August 2024, 373 meters did not read.

The Initial contract with NCC focused on the missed read and move outside meters on the list. Since we issued the change order, they are moving in a block grouping to be more efficient.

Councilmember Valerie Blackston stated she has experienced notification issues regarding the replacement of her water meter.

Shannon Crespin, Fort Lupton resident, expressed dissatisfaction with the City regarding her water bill and lack of notification regarding water meters malfunctioning. She stated she called the City and the young lady who answered stated the City did send out letters to everyone who had a meter that was misreading. However, she did not receive a letter. Ms. Crespin also expressed confusion because the young lady stated the City would not prorate water bills. However, Ms. Crespin's July bill was prorated. Ms. Crespin also questioned why the City did not put information on the website or a memo in the water bill that notified residents to keep an eye on their water bill due to issues with the meters. She also questioned why the City decided not to prorate because by not doing so, it makes the customer pay a large sum once the meter is finally fixed or manually read. Another question she posed was why are outside meters not being checked manually until the meters are able to be replaced. Her main frustration is due to the City Council failing to notify citizens that there is a problem with the meters and encourage them to check their water bills until the issues are resolved.

CONSENT AGENDA

It was moved by David Crespin and seconded by Chris Ceretto to approve the Consent Agenda as presented with the following items:

- September 3, 2024 City Council Meeting Minutes
- Second Reading of Ordinance 2024-1174 - AMENDING PORTIONS OF CHAPTER 16, DEVELOPMENT CODE
- Second Reading of Ordinance 2024-1175 - AMENDING CHAPTER 18, SECTION 18-57, AMENDMENTS TO INTERNATIONAL BUILDING CODE

Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 17, 2024**

ACTION MEMORANDUM

**AM 2024-158 Accepting the 2025 CIRSA Property Casualty Renewal Quotation,
Estimated to be \$987,580.39**

CIRSA (Colorado Intergovernmental Risk Sharing Agency) submits an estimated bill for The City's Property Casualty renewal. The estimate must be accepted, signed and returned to CIRSA by October 1. The 2025 quote is a \$432,946 increase compared to the premium paid in 2024. The increases in previous years has been due in large part to the police and legislative official's liability costs.

It was moved by David Crespino and seconded by Bruce Fitzgerald to Accept the 2025 CIRSA Property Casualty Renewal Quotation, Estimated to be \$987,580.39. Motion passed unanimously on roll call vote.

**AM 2024-160 Authorize the Mayor to Execute an Agreement to Purchase Seven Shares of
Fulton Irrigation from Jimmie D. Mosler for \$210,000.00**

Mr. Mosler offered to sell to the City of Fort Lupton seven shares of the Fulton Irrigation Ditch Company for \$30,000 per share. The City continues to ensure we have adequate water for City operations and this water is one source that can be used to accomplish that goal. The land that was historically irrigated by the shares was sold by Mr. Mosler in 2010 and he did not obtain a dry-up covenant for the land. The lack of dry-up covenant and poor historic use make the shares unsuitable for conversion to municipal use, but they can be used to irrigate areas within the Fulton Ditch service area, including the Coyote Creek Golf Course. The price of the shares reflects the fact that they cannot at this time be changed to municipal use.

Prior to closing, there is a 60-day due diligence time to allow for investigations of the shares. The investigations will allow the City to confirm the historical use of the shares, that the shares can be used to irrigate the golf course and any other locations where the City may need to use the water that are within the Fulton Ditch service area, and whether Mr. Mosler has good and marketable title to the shares. If the results of the investigations are not satisfactory, the City can terminate the purchase agreement before the end of the due diligence period. There is no requirement to pay an earnest money deposit for the shares. The total purchase price is \$210,000.00.

It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to Authorize the Mayor to Execute an Agreement to Purchase Seven Shares of Fulton Irrigation from Jimmie D. Mosler for \$210,000.00. Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 17, 2024**

STAFF REPORTS

Mari Peña, City Clerk reported the invite for the Town and County Dinner was sent out and three councilmembers have signed up so far. If anyone else is interested in attending, contact her. She also stated a focus group meeting was conducted on August 28, 2024, regarding trash and recycling in the City. She stated it was a good discussion with many valid points from community members, a summary of the meeting will be sent out to all councilmembers. She also mentioned that the City has received ballot issue numbers for the election. She also received a call regarding someone wanting to register a committee regarding the marijuana initiatives that will be on the ballot.

Leann Perino, Finance Director, mentioned the quote from CIRSA does not include the additions to the recreation center. She also stated every five years CIRSA sends out an appraiser to evaluate all of the City's buildings and this year was the year for them to do their appraisal. The appraisal has not been completed yet and is not reflected in the quote.

Roy Vestal, Public Works Director, stated clean-up day was Saturday September 14th. The initial tally shows 297 loads came in on Saturday. He has not received the total number of pick-ups completed on Senior and Disabled trash pick-up day but will update Council at the next meeting.

MAYOR/COUNCIL REPORTS

Councilmember Claud Hanes thanked Chief Carnes and Sergeant Grossman for attending the Chamber luncheon and presenting. The information presented was great and being able to put a face to the name helps build relationships with the community members.

Councilmember Chris Ceretto thanked city staff for all the work they do.

Mayor Hubbard expressed gratitude to the police department for taking care of a senior citizen who wandered out of his senior housing and was unsure of where he was. She also expressed gratitude for living in a small community with members who care about one another.

FUTURE CITY EVENTS

September 28, 2024 Recreation Center Grand Re-Opening, 203 S. Harrison Avenue, 11:00 a.m. – 5:00 p.m.

October 2, 2024 Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 17, 2024**

UPCOMING MEETINGS

September 24, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

October 1, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

October 8, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

October 15, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:38 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

ORDINANCE NO. 2024-1176

INTRODUCED BY:

A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE DEDICATION OF LOT 4 OF THE THOMAS MINOR AMENDMENT NO.1 SUBDIVISION A 110-FOOT WIDE BY 1,326 FOOT LONG PARCEL AS PUBLIC RIGHT OF WAY CONTAINING 3.36 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO OF THE THOMAS MINOR AMENDMENT NO.1 SUBDIVISION, PLAT THE NORTHWEST ¼ OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66W OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 3rd DAY OF SEPTEMBER 2024.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September 2024.

PUBLISHED in the Fort Lupton Press the 12th day of September 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 1st day of October 2024.

PUBLISHED BY TITLE ONLY the 10th day of October 2024.

EFFECTIVE (after publication) the 9th day of November 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ORDINANCE NO. 2024-1177

INTRODUCED BY:

ADOPT ORDINANCE 2024-1177 ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT "A" KNOWN AS THE LANCASTER CROSSING ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September 2024.

PUBLISHED in the Fort Lupton Press the 12th day of September 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 1st day of October 2024.

PUBLISHED BY TITLE ONLY the 10th day of October 2024.

EFFECTIVE (after publication) the 9th day of November 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°34'40" EAST ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;

THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;

THENCE NORTH 00°44'36" WEST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 28 A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH RIGHT-OF-WAY OF SAID COUNTY ROAD 16 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 89°43'30" EAST A DISTANCE OF 2647.07 FEET;

THENCE NORTH 89°09'47" EAST A DISTANCE OF 1707.45 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING SIX (6) COURSES AND DISTANCES

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 30.00 FEET;

THENCE CONTINUING SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;

THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;

THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;

THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;

THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;

THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;

THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;

THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;

THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;

THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;

THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;

THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;

THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;

THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;

THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

ORDINANCE NO. 2024-1178

INTRODUCED BY:

ADOPT ORDINANCE 2024-1178 INITIALLY ZONING LAND KNOWN AS THE LANCASTER CROSSING INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'A' AGRICULTURAL ZONE DISTRICT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September 2024.

PUBLISHED in the Fort Lupton Press the 12th day of September 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 1st day of October 2024.

PUBLISHED BY TITLE ONLY the 10th day of October 2024.

EFFECTIVE (after publication) the 9th day of November 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°34'40" EAST ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;

THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;

THENCE NORTH 00°44'36" WEST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 28 A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH RIGHT-OF-WAY OF SAID COUNTY ROAD 16 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 89°43'30" EAST A DISTANCE OF 2647.07 FEET;

THENCE NORTH 89°09'47" EAST A DISTANCE OF 1707.45 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING SIX (6) COURSES AND DISTANCES

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 30.00 FEET;

THENCE CONTINUING SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;

THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;

THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;

THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;

THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;

THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;

THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;

THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;

THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;

THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;

THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;

THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;

THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;

THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;

THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

ORDINANCE NO. 2024-1179

INTRODUCED BY:

ADOPT ORDINANCE 2024-1179 ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT “A” KNOWN AS THE SILVER LINING ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September 2024.

PUBLISHED in the Fort Lupton Press the 12th day of September 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 1st day of October 2024.

PUBLISHED BY TITLE ONLY the 10th day of October 2024.

EFFECTIVE (after publication) the 9th day of November 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

Annexation No. 1

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF

30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;

THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;

THENCE SOUTH 0°23'05" EAST A DISTANCE OF 553.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;

THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 686.13 FEET TO A POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1252.40 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;

THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET; THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.561 ACRES.

Annexation No. 2

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF

BEGINNING OF THE PARCEL; THENCE SOUTH 89°34'00" WEST A DISTANCE OF

453.37 FEET;

THENCE SOUTH 0°45'15" EAST A

DISTANCE OF 896.01 FEET; THENCE

NORTH 89°34'00" EAST A DISTANCE OF

556.85 FEET; THENCE NORTH 0°23'05"

WEST A DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.144 ACRES.

ORDINANCE NO. 2024-1180

INTRODUCED BY:

ADOPT ORDINANCE 2024-1180 INITIALLY ZONING LAND KNOWN AS THE SILVER LINING INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'A' AGRICULTURAL ZONE DISTRICT AND 'R-1' SINGLE FAMILY RESIDENTIAL ZONE DISTRICT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September 2024.

PUBLISHED in the Fort Lupton Press the 12th day of September 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 1st day of October 2024.

PUBLISHED BY TITLE ONLY the 10th day of October 2024.

EFFECTIVE (after publication) the 9th day of November 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
'A' AGRICULTURAL ZONE DISTRICT
PARCEL E DESCRIPTION:

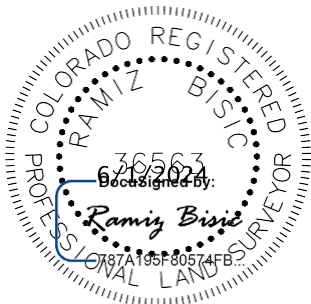
A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;
THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;
THENCE SOUTH 0°23'05" EAST A DISTANCE OF 578.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;
THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 685.97 FEET TO THE POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;
THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1277.40 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;
THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET;
THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET;
THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET;
THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;
THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.955 ACRES.



PREPARED BY: RAMIZ BISIC, PLS 36563
ON BEHALF OF: COLORADO LAND SURVEYING
5343 W. 116TH CIR,
WESTMINSTER, CO 80020
303-882-1429

EXHIBIT A
'R-1' SINGLE FAMILY RESIDENTIAL ZONE DISTRICT
PARCEL F DESCRIPTION:

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF BEGINNING OF THE PARCEL;

THENCE SOUTH 89°34'00" WEST A DISTANCE OF 453.37 FEET;

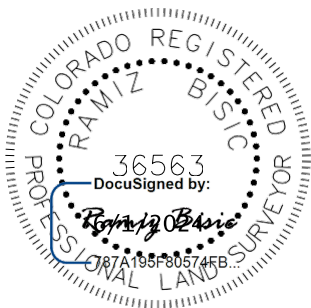
THENCE SOUTH 0°45'15" EAST A DISTANCE OF 896.01 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET;

THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

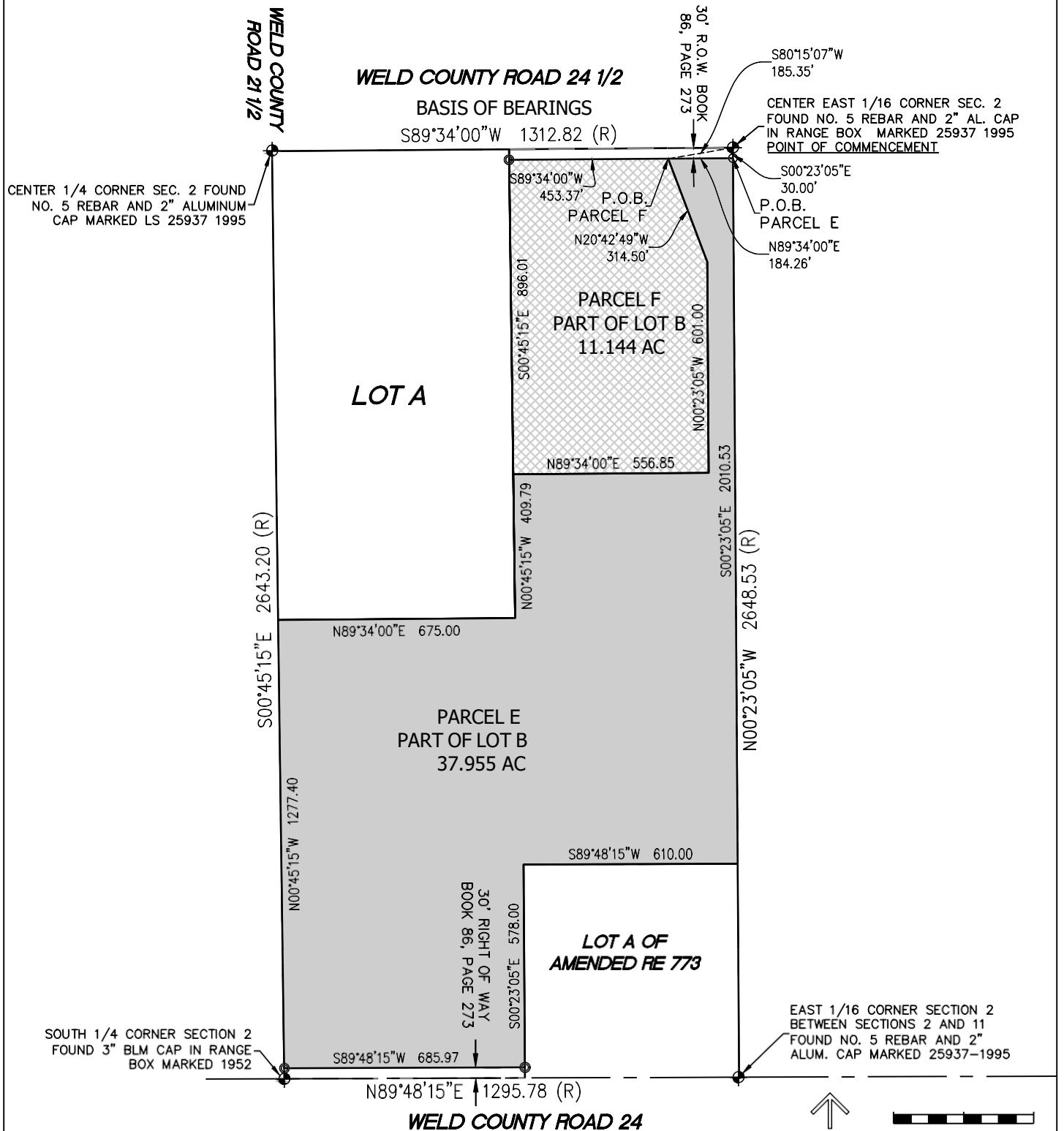
CONTAINING 11.144 ACRES.



PREPARED BY: RAMIZ BASIC, PLS 36563
ON BEHALF OF: COLORADO LAND SURVEYING
5343 W. 116TH CIR,
WESTMINSTER, CO 80020
303-882-1429

EXHIBIT A ILLUSTRATION

A PORTION OF THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67
WEST OF THE 6TH P.M. COUNTY OF WELD, STATE OF COLORADO



PROJ # 20220055	ISSUE DATE: 6/1/2024
DATE	REVISIONS

SILVER LINING
ZONE LOTS

ILLUSTRATION

Colorado Land Surveying

COLORADO LAND SURVEYING
5343 W. 116TH CIR.
WESTMINSTER, CO 80020

DONE BY: SMS
CHECKED BY: RB
PAGE 1 OF 1



SUBJECT FOR DISCUSSION

Authorize the City Administrator to Accept a Service Agreement from Dig Deep to Provide Grants-Related Technical Assistance Services for the 2024 Year.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton (City) has chosen Dig Deep Research, LLC (DigDeep) to provide professional services in fiscal year 2024 to help secure grants for the City's priorities. This service agreement continues that scope and has 6 additional Technical Assistance Tasks to help with grant writing pursuits as an option for the year.

Staff has been working with DigDeep over the last 3 years on several different fronts from park grants to utility funding. This service agreement will allow for the work and additional opportunities to continue as we work to secure grants for projects across the city.

FINANCIAL CONSIDERATIONS

The total for 12 months of work is \$60,000 or \$5,000 per month For Strategic Grant Planning. The Agreement also has 6 optional Technical Assistance tasks orders for identified areas, as additional support to staff and grant pursuits. The full \$407,890 would be budgeted in the General Fund's 2025 budget.

LEGAL/POLITICAL CONSIDERATIONS

This is a continuation of service from the 2024 agreements.

ALTERNATIVES/OPTIONS

Accept the Service Agreement.
Do not accept the Service Agreement.

STAFF RECOMMENDATIONS

Staff recommends approval.

Attachments: a. 2025 Service Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Services Agreement

This agreement is made as of the ____ day of _____, _____, by and between Dig Deep Research, LLC, a Colorado limited liability corporation (“Consultant”), and City of Fort Lupton (“Client”).

Whereas the Client intends that Consultant shall perform services for the Client relating to identification and application for government grants, loans, and other infrastructure funding sources (i.e., principal forgiveness) for capital improvement projects; and

Whereas Consultant represents that it has the present capacity, is experienced and qualified to perform the services for the Client as hereinafter provided in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

TERMS OF AGREEMENT

Section 1 - Scope of Work

- A. Consultant agrees to provide the services as stated in the Scope of Work specified in *Attachment A*, attached hereto, and incorporated into this Agreement.
- B. Nothing in this Agreement shall be construed as placing any obligation on the Client to proceed with any tasks beyond those which have been specifically authorized in writing by the Client.
- C. The Client may, from time to time and in its sole discretion, require changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant. Such changes, which are mutually agreed upon between the Client and Consultant, shall be incorporated in written change orders, amendments, additional Scopes, or extensions to this Agreement.

Section 2 – Authority

- A. Chris Cross, City Administrator (“Project Manager”) shall be the Client’s Project Manager and the Client’s authorized representative.

The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. The Project Manager is authorized to make decisions on behalf of the Client related to the Work.

- B. Fernando Gonzalez (“Consultant’s Representative”) is Consultant’s representative for the work. Consultant’s Representative shall have sufficient authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant’s responsibilities and obligations under the terms of this Agreement.

Section 3 – Schedule

- A. This Agreement shall go into effect upon the last date of execution by the Parties below, with work commencing and ending on the date identified in Scope of Work specified in *Attachment A*.
- B. Client acknowledges Time shall be of the essence in Client’s duty to respond to Consultant’s requests for information or provision of documents, to make invoice payments and expense reimbursements, and to comply with any written notice of failure to cooperate. Failure to provide requested information or documentation by the date set by Consultant may impede progress of the Services. Similarly, Time is of the essence for Consultant to perform the Services.

Section 4 - Compensation

- A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, covers the entire cost of the Services under this Agreement. The initial compensation of this Agreement is detailed in *Attachment A*, attached hereto, and incorporated into this Agreement. The Client may, from time to time and in its sole discretion, appropriate additional amounts to extend this Agreement and or add additional and/or continuing scope(s) of work.
- B. The Client shall pay Consultant in accordance with the terms of this Agreement as reflected in the Fee Schedule set forth in *Attachment A*.
- C. Consultant shall submit monthly invoices to be approved by the Client’s Project Manager. Consultant shall submit monthly invoices no

later than the fifth (5th) calendar day of the month after which the work was performed; provided, however, that if that day falls on a weekend or holiday, then monthly invoices shall be submitted no later than close of business on the next regular business day of the month. Invoices shall be paid within fifteen (15) days of submission.

Section 5 – Staffing and Subcontractors

- A. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to key project personnel to the extent possible.
- B. Consultant shall be responsible for any Work performed under this Agreement, including any portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the Client.

Section 6 – Client's Responsibilities

- A. The Client shall:
 - 1. Provide available information to Consultant that Consultant deems necessary to perform the Work;
 - 2. Give prompt notice to Consultant whenever the Client observes or otherwise becomes aware of any deficiencies or discrepancies in the Services provided;
 - 3. Furnish, or direct Consultant to provide, at the Client's expense, any necessary additional services, but only if approved by Client;
 - 4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.
 - 5. Prepare, assemble, and submit any funding applications not covered by a Specific Task Order. Any decision by the Client not to submit a proposal for funding will not affect the terms of this contract.

- B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the Client, the Client's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 7 – Mutual Obligations

- A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.
- B. This Agreement does not create or imply an exclusive agreement between Consultant and the Client.
- C. The Services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the Client.
- D. All documents of any nature prepared by Consultant in connection with the Services provided by Consultant under the terms of this Agreement shall become the property of the Client.

Section 8 - Termination

- A. Either party may terminate this Agreement upon written notice to the Project Manager or Consultant's Representative (as applicable). Electronic mail shall be considered adequate written notice.
- B. In the event of termination by either party prior to completion of the Scope of Services described in ***Attachment A***, Consultant shall submit a final invoice. The amount of the final invoice shall include all unpaid authorized services and authorized expenses incurred up to the date of the termination notice.
- C. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the Client, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the Client's subsequent use of any incomplete work

product, provided Consultant has notified the Client in writing of the incomplete status of such work product.

Section 9 - General Provisions

- A. Consultant will treat all information gained from Client as confidential and proprietary to Client.
- B. Independent Contractor – The relationship of the Consultant to the Client shall be that of an independent contractor and not of an officer, employee, or agent of the Client.
- C. Integration – This Agreement (including *Attachment A*) sets forth all of the terms and conditions of the consulting relationship between Consultant and Client. This Agreement may be modified only in writing signed by both parties.
- D. Client understands that the Consultant will work diligently and zealously on their behalf, within the bounds of the Consultant's ethical obligations. Consultant cannot guarantee the outcome of any pursuit.

Section 10 – Indemnification

- A. Consultant shall defend, indemnify, and hold harmless the Client, its officers, directors, agents and employees, from any claims by a third party, including attorneys' fees, arising out of acts or omissions of Consultant in connection with work performed pursuant to this Agreement.

Section 11 – Severability

- A. The provisions of this Agreement are severable; if any provision is held invalid or unenforceable, the Agreement shall be enforced to the maximum extent permissible, and the remaining provisions will continue in full force and effect. Any modification of this Agreement will be effective only if in writing and signed by both Client and Consultant which explicitly states its intention to modify this Agreement.

Section 12 - Choice of Law and Choice of Forum

- A. This Agreement shall be governed by the laws of the State of Colorado. In the event of any dispute arising from this Agreement, parties prefer to resolve without resorting to litigation. Any lawsuit arising from this Agreement shall be filed in the Circuit Court of Weld County, Colorado.

Each of the undersigned has read and agrees to the foregoing terms and conditions:

Consultant: Dig Deep Research, LLC

By: _____
Fernando Gonzalez, COO

Date: _____

Client: City of Fort Lupton

By: _____
Chris Cross, City Administrator

Date: _____

ATTACHMENT A: APPROVED SCOPE OF WORK FOR RETAINER SERVICES

Background

This Scope of Work describes the activities, schedule, and cost for monthly retainer services (Task 1) and four Technical Assistance tasks (Tasks 2, 3, 4 and 5) to help the City advance its grant pursuit efforts starting January 1, 2025, through December 31, 2025.

Task 1 – Strategic Grants Planning

Research & Analysis. Consultant will collaborate with Client to identify Client's most fundable capital improvement projects and produce an action plan for pursuing the most likely funding prospects in 2025 and 2026.

Consulting and Capacity-Building. Consultant will hold monthly conference calls with Client to identify and address any potential gaps in grant-readiness and provide clear guidance on next steps to prepare to pursue grants. Consultant's services and deliverables will be customized based on Client needs usually consisting of a combination of the following:

- Making recommendations to improve readiness and competitiveness.
- Planning and facilitating meetings with state or federal funding agencies.
- Facilitating technical assistance calls with targeted funding agencies.
- Obtaining standard federal Certifications and Assurances in preparation for submitting federal proposals.
- Providing City staff training in grant-seeking for capital and infrastructure projects.
- Assess funding notices for a go/no-go pursuit decision.
- Evaluating competitiveness for specific government grant programs.
- Recommending ways to re-package or re-design projects to be more “fundable” to funding agencies.
- Designing the pursuit strategy for top funding opportunities. The pursuit strategy consists of important planning, design, and budgeting work prior to beginning a funding application.
- Sharing best practices in grant-seeking and grants office management.
- Helping improve capacity of City staff to manage grant-seeking efforts.

Task 2 – Advisory Services for Capital Grants

Dig Deep's CEO (Tia Cavender), the City Manager (Chris Cross) and Finance Director (Leann Perino) will work together to explore and devise funding solutions or fundable features for Capital Projects. The advisory services will improve the City's ability to plan its capital grant-seeking efforts in advance, and to develop its projects to be as competitive as possible.

Together, they will discuss relevant grant-related topics like quantifying future funding needs, exploring project ideas, problem-solving timing issues, and discussing tactics for grant success. These one-on-one sessions will provide the City with continual, on-call access to a trusted grant advisor. Some of the activities included in the Advisory Services are listed below:

- Conduct monthly strategic grants planning sessions
- Participate in planning meetings for projects relevant to capital grants
- Support capital planning & budgeting
- Identify ways to enhance the project's most fundable features
- Explore long-term funding strategies for capital planning purposes
- Facilitate funder cultivation events with targeted funding agencies
- Establish and cultivate relationships between City staff and targeted funding agencies

Technical Assistance Task Orders

The following Task Orders (3, 4, 5, 6 and 7) are all Technical Assistance Tasks Orders where Consultant will assist the City in preparing a funding (grant/loan) applications, based upon City staff workloads, project and funder timelines and the complexity of the applications. These Task Orders will cover the necessary activities required to advance funding seeking efforts for the City's priority projects and funding pursuits identified and cultivated since 2022.

Task 3: Technical Assistance – Water Projects: This will help the City advance the Drinking Water funding pursuits and submit at least one application. The identified priority projects are:

- Elevated Water Tower Project
- Reservoirs for Raw Water Storage
- Lead Replacement Project

Task 4: Technical Assistance – Non-Potable Projects: This will help

the City advance the Non-Potable funding pursuits and submit at least one application. The identified priority projects are:

- Water strategy planning & outreach
- Raw water storage & recovery
- Design & construct non-potable water system
- Canal canopies and energy production

Task 5: Technical Assistance – Wastewater Projects: This will help the City advance the Wastewater funding pursuits and submit at least one application. The identified priority projects are:

- Wastewater Collection System Upgrades

This Task Order will also introduce the government relations activity, which will help the City better understand, be better prepared and even influence the political landscape, as well as keep its priority projects as well as immediate and long-term needs known to those who discuss the state's priorities.

Task 6: Technical Assistance – Parks & Trails Projects: This will help the City advance the Parks & Trails funding pursuits and submit at least one application. The identified priority projects are:

- Parks & Trails Master Plan
- Campground Master Plan
- Koshio Park Upgrades
- Shade Canopies w/solar

Task 7: Technical Assistance – Community Planning Projects: This will help the City advance the Community Planning funding pursuits and submit at least one application. The identified priority projects are:

- Microgrid - infrastructure & expansion
- CR 12 Railroad Crossing Project
- Streetscape Projects
- New City Hall Building

This Scope of Work can be amended with additional Tasks Orders at any time during the active 12-month engagement. Tasks Orders will be written by Consultant at City's request and amended to this contract after written approval by both parties.

Cost and Terms

- A. The fee for the 12-month engagement (Task 1 – SGP) is \$5,000 per month, for a total of **\$60,000 per year**.
- B. The fee for Task 2 – Advisory Services for Capital Grants is **\$21,680 per year**.
- C. The fee for Task 3 – Water Projects is **\$78,250 per year**.
- D. The fee for Task 4 – Non-Potable Water Projects is **\$79,030 per year**.
- E. The fee for Task 5 – Wastewater Projects is **\$22,750 per year**.
- F. The fee for Task 6 – Parks & Trails Project is **\$72,330 per year**.
- G. The fee for Task 7 – Community Planning Projects is **\$73,850 per year**.

The total investment for calendar year 2025 is \$407,890.

If Client opts to pay the 12-month engagement, for all 7 tasks, in one lump sum at the start of work, Client will receive a 2% discount (\$8,158) applied to the total fee, reducing it to **\$399,732**.



SUBJECT FOR DISCUSSION

Approve the Mayor to Sign as the Consenting Party to an Amended 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.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton Utility Enterprise has a December 2018 agreement with Tri-State Generation and Transmission Association, which granted a lease of 5.3 cfs capacity in our Section 3 Fulton Ditch Augmentation structure to Tri-State. As part of the agreement, Tri-State has proposed to exchange 2.21 cfs of its total 5.3 cfs of leased capacity in order to get flow capacity from United Water and Sanitation District in a different section of the Fulton ditch.

By signing the agreement between Tri-State and United, the City is acknowledging that it granted to Tri-State a lease of 5.3 cfs capacity in our Section 3 Fulton Ditch Augmentation structure and that it consents to Tri-State subleasing 2.21 cfs of that capacity to United Water.

There was an update to the agreement clarifying the physical location of the United Water and Sanitation District. They removed the detailed descriptor and left the Section 2 language cleaning up the agreement for the parties.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The City attorneys have reviewed and approved the agreement.

ALTERNATIVES/OPTIONS

Ratify the agreement

Don't Ratify the agreement

STAFF RECOMMENDATIONS

Staff recommends approval

Attachments: a. Amended Agreement to Trade Augmentation Station Capacity

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

AMENDED AGREEMENT TO TRADE AUGMENTATION STATION CAPACITY
FULTON IRRIGATING DITCH COMPANY AUGMENTATION STATIONS

This Amended Agreement to Trade Augmentation Station Capacity (“Agreement”) is made effective October __, 2024, between the Tri-State Generation and Transmission Association, Inc. a Colorado cooperative corporation (“Tri-State”), and the United Water and Sanitation District, a quasi-municipal special district formed under the laws of the State of Colorado (“United”) (in individually a “Party” and jointly, the “Parties”).

RECITALS

WHEREAS the Parties own, control, and/or have interests in shares of the Fulton Irrigating Ditch Company (“Fulton”); and

WHEREAS, the Fulton runs the Fulton Ditch in three sections; and

WHEREAS, the Parties own and have changed in use Fulton shares that were historically used in various sections of the Fulton Ditch, and;

WHEREAS, Fulton requires shareholders who have changed their Fulton shares for augmentation and replacement purposes to deliver such augmentation and replacement water, and related return flow obligations, through augmentation stations located in the same Fulton Ditch section in which the shares were historically used for irrigation purposes, and;

WHEREAS, Tri-State and United entered into the original agreement in November of 2023 (“Original Agreement”) and that they intend for this Agreement to supersede the Original Agreement and;

WHEREAS, pursuant to Paragraph 7.1.1 of the December 2018 Amended and Restated Water Supply Infrastructure Development Agreement between the City of Fort Lupton, Utility Enterprise (“City”) and Tri-State (“Tri-State Agreement”), City granted Tri-State a perpetual lease to use 5.3 cfs capacity in City’s augmentation station identified in the Tri-State Agreement as the Fulton Ditch Section 3 Augmentation Station at the location generally described in Exhibit 8 of the Tri-State Agreement, which is located in Section 3 of the Fulton Ditch (the “Fort Lupton Augmentation Station”), and United needs capacity in an augmentation station located in Section 3, and;

WHEREAS, United owns an augmentation station located in Section 2 of the Fulton (United Section 2 Augmentation Station) and Tri-State needs capacity in an augmentation station located in Section 2, and;

WHEREAS, the Parties desire to trade capacity in the Fort Lupton Augmentation Station and the United Section 2 Augmentation Station so they can make augmentation, replacement, and return flows through the augmentations stations pursuant to the terms set forth herein.

AGREEMENT

Now, therefore, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Trade of Capacity in Augmentation Stations. Tri-State agrees to sublease to United 2.21 cfs of Tri-State's total 5.3 cfs of leased capacity in the Fort Lupton Augmentation Station for use by United, East Cherry Creek Valley Water and Sanitation District ("ECCV") and Arapahoe County Water and Wastewater Authority ("ACWWA") subject to the Tri-State Agreement, and United leases to Tri-State 2.21 cfs of capacity in the United Section 2 Augmentation Station for Tri-State's use.

- a. Nothing in this Agreement modifies in any manner whatsoever the terms of the Tri-State Agreement, or the respective obligations of Tri-State or City thereunder. The use of United's sublease of 2.21 cfs of Tri-State's total 5.3 cfs of leased capacity in the Fort Lupton Augmentation Station is subject to the terms of the Tri-State Agreement.
- b. This Agreement is subject to termination as may otherwise occur pursuant to the Tri-State Agreement.
- c. If Tri-State's use of its leased capacity the Fort Lupton Augmentation Station (including the 2.21 cfs subleased to United) is terminated for any reason, Tri-State's lease of 2.21 cfs capacity in the United Section 2 Augmentation Station under this Agreement will automatically terminate unless otherwise agreed to in writing by the Parties. Likewise, if Tri-State's use of its leased capacity in United's Section 2 Augmentation Station is terminated for any reason, United's sublease of 2.21 cfs capacity in the Fort Lupton Augmentation Station will automatically terminate unless otherwise agreed to in writing by the Parties.

2. Term. The term of this Agreement is perpetual unless terminated in accordance with the terms of this Agreement or by agreement of the Parties in writing.

3. Tri-State and Fort Lupton Notification. United shall coordinate with Tri-State, and shall notify City Staff and/or City consultants and Tri-State (example at this time United would email Todd Williams (consultant for Fort Lupton) and copy Thomas Kennedy (TSGT-Water Resources) with augmentation flow requests), in advance of United's use of the 2.21 cfs of Tri-State's leased capacity of the City's Fulton Ditch Augmentation Station. United shall coordinate, with Tri-State, United's requested daily delivery amounts for a given month in advance of the start of a given month, and United shall notify City Staff and/or City consultants and Tri-State of the same. The Parties agree that the foregoing coordination and notifications are intended to assure delivery of the requested delivery amount on a daily basis, *provided* that the Parties agree that the City does not undertake any obligations by this Agreement.

4. United Notification. Tri-State shall coordinate with United, and shall notify United staff and/or United's consultants (example at this time, Tri-State would email Becca Evans at DiNatale Water Consultants, becca@dinatalewater.com, and copy Drew Damiano, drew@unitedwaterdistrict.com, with augmentation flow requests), in advance of Tri-States' use

of the 2.21 cfs capacity in United's Section 2 Augmentation Station. Tri-State shall coordinate, with United, Tri-State's requested daily delivery amounts for a given month in advance of the start of a given month. The Parties agree that the foregoing coordination and notifications are intended to assure delivery of the requested delivery amount on a daily basis.

5. Deliveries to Augmentation Stations. If deliveries to an augmentation station are less than has been requested by both Parties, the amount delivered will be divided pro-rata between the Parties. For purposes of example only, if Tri-State has requested 1.2 cfs, United has requested 1.0 cfs (a total request of 2.2 cfs), and only 1.8 cfs is delivered to the augmentation station (81.8% of the total requested), the delivery will be allocated 0.98 cfs to Tri-State and 0.82 cfs to United. Each Party is responsible for coordinating the delivery of their water to an augmentation station with the Fulton including the correction of any shortages in a delivery.

6. Transit Loss. The Parties using the augmentation stations shall bear pro rata water loss between the augmentation station headgate and the measuring device where deliveries to the South Platte River are measured, based on United's and Tri-State's percentage of the total water delivery through an augmentation station at any time. The Parties shall cooperate and take reasonable measures to prevent interference with the delivery of the Parties' water in the augmentation station, and to prevent the diversion of the Parties' water from the augmentation station by any other person.

7. Operation, Maintenance, and Repair Cost. Tri-State shall be responsible for the costs of operating, maintaining, and repairing its share of the Fort Lupton Augmentation Station pursuant to the terms and conditions of the Tri-State Agreement, and no such costs shall be allocated to United. Likewise, United shall be responsible for the costs of operating, maintaining, and repairing United Section 2 Augmentation Station, and no such costs shall be allocated to Tri-State.

8. Water rights and approvals. The Parties are each responsible for all permits, approvals and court decrees authorizing its use of the augmentations stations that are the subject of this Agreement.

9. City's consent. Pursuant to the Tri-State Agreement, Tri-State may not assign its rights, obligations, or duties, in whole or in part, without the prior written consent of City of Fort Lupton, Utility Enterprise, which consent shall not be unreasonably withheld. City's execution of this Agreement is for the limited purpose of acknowledging that by executing the Tri-State Agreement, the City granted Tri-State a perpetual lease to use 5.3 cfs capacity in the Fort Lupton Augmentation Station and demonstrating City's consent to Tri-State's sublease to United of 2.21 cfs of Tri-State's total 5.3 cfs of leased capacity in the Fort Lupton Augmentation Station for use by ECCV and ACWWA as described in this Agreement.

10. Fulton's consent. The Parties each will obtain all required consent of Fulton necessary to effectuate the purposes of this Agreement. The Parties agree to work together and to cooperate with each other and with Fulton to obtain such consent.

11. Dispute resolution. If a Party believes that a dispute under this Agreement requires immediate resolution, that Party (the "Complaining Party") may seek interlocutory injunctive

relief at any time from the appropriate court. Alternatively, the Complaining Party may provide written notice to the other Party describing the dispute, and the Parties shall meet within 20 days to attempt to resolve the issues. Participants in the meeting shall include the President of United, and the Senior Manager, Fuel and Water Resources, Tri-State, or their respective designees. In the event the Parties are unable to resolve their dispute following such meeting, each Party may proceed as set forth below.

Subject to the foregoing, each Party has the right to pursue any remedy available at law or equity, provided, each Party hereby waives any right to special, indirect, consequential and/or punitive damages, including lost revenue. Each Party shall bear its own attorneys' fees.

12. Notice. Any notice under this Agreement, unless otherwise provided, shall be given in writing and hand-delivered, mailed, or emailed followed by hand-delivery or mail, to:

United: United Water and Sanitation District
 Attn: Andrew Damiano
 8301 E. Prentice Avenue, Suite 100
 Greenwood, CO 80111

With a copy to: Tod Smith, Esq.
 Law Office of Tod J. Smith, LLC
 5777 Central Ave., Suite 228
 Boulder, CO 80302

Tri-State: Tri-State Generation and Transmission Association, Inc.
 Attn: Senior Manager, Land Rights and Permitting
 1100 West 116th Avenue
 Westminster, CO 80234

With a copy to: Tri-State Generation and Transmission Association, Inc.
 Attn: Legal Department
 1100 West 116th Avenue
 Westminster, CO 80234

13. Miscellaneous provisions.

13.1 No assignment. Except as provided in this Agreement, neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party, and such consent shall not be unreasonably withheld.

13.2 Governing law and venue. This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in the District Court of Weld County.

13.3 Force majeure. Neither Party shall be liable for any delay or failure to perform due to conditions or events of force majeure; provided that: (i) the non-performing party gives the other

party prompt written notice describing the particulars of the occurrence of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and (iii) the non-performing Party proceeds with all necessary diligence to remedy its inability to perform. As used herein, force majeure shall mean any delay or failure of a Party to perform its obligations caused by events beyond the Party's reasonable control and without the fault or negligence of the party, including, without limitation, (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, rock slides, avalanches, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonably prevented by the party, (e) terrorism, (f) war, (g) riots, (h) fire, (i) explosion, (j) severe and unusually wet, dry, cold, or hot weather, (k) extreme snow, (l) blockades, (m) insurrection, (n) strike, slowdown or other labor disruptions.

13.4 No warranty or guaranty of yield or suitability. The Parties do not warrant or guaranty the operation of the Fulton Ditch, the amount of water delivered to the augmentation stations by the Fulton Ditch, or the time that the Fulton Ditch operates, nor do the Parties guarantee the yield or suitability of any augmentation station or its suitability for the other party's purposes.

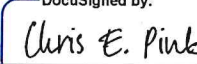
13.5 Entire agreement/Modifications. This Agreement contains the entire agreement of the Parties and neither Party has relied upon any fact or representation not expressly set forth herein. This Agreement supersedes all prior negotiations, representations, understandings, and agreements, including the Original Agreement, between the Parties. This Agreement may be changed, modified, or amended only by written instrument executed by the Parties.

13.6 No third-party beneficiaries. There are no third-party beneficiaries of this Agreement. No third-party has any right to enforce this Agreement.

13.7 Joint draft. This Agreement was drafted by both Parties. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

[Remainder of page intentionally left blank].

Tri-State Generation and Transmission Association, Inc.

By: 
Christopher E. Pink
Senior Vice President of Operations

United Water & Sanitation District

By: 
Andrew R. Damiano, Vice President of Operations,

City of Fort Lupton (consenting party)

By: _____
Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Approve a Resolution Revising the Water and Sewer Infrastructure Investment Fee Schedule for 2025, Effective December 1, 2024.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Periodically, it is necessary to revise the Water and Sewer Plant Investment Fee Schedule. City staff conducted a survey of water and sewer taps in the surrounding region. Of the 17 communities surveyed, Fort Lupton fell on the middle of the list with only 6 communities having a lesser total tap fee. The average area water tap fee is \$14,229.96 for a ¾" meter and the average area sewer tap fee is \$9,633.75.

METRO Water Recovery is increasing tap fees to \$5,910 (increase of \$390) per Single Family Equivalent (SFE).

The City currently has several projects planned for upgrading the Water Treatment Plant and distribution system.

Changes incorporated within this revision include:

Increasing the WWTP PIF to \$11,800 per SFE

Increase the WTP PIF to \$9,200 per SFE

FINANCIAL CONSIDERATIONS

Revising the respective fees will ensure that the City can adequately plan for the improvements to the Wastewater Collection System and Water Distribution System without requiring additional debt

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve Resolution
- B. Delay approval
- C. Revise timing and/or amounts.

STAFF RECOMMENDATIONS

Staff recommends approving revisions to the Plant Investment Fees

- Attachments:**
- a. Proposed Resolution with Revised Water and Sewer Plant Investment Fee Schedule.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024Rxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON ACTING AS THE FORT LUPTON UTILITY ENTERPRISE BOARD REVISING THE WATER AND SEWER PLANT INVESTMENT FEE SCHEDULE

WHEREAS, Section 13-124(a) of the Fort Lupton Municipal Code states the water plant investment fee shall be established, and amended from time to time, by written resolution of the Fort Lupton Utility Enterprise Board; and

WHEREAS, Section 13-27(a) of the Fort Lupton Municipal Code states the sewer plant investment fee shall be established, and amended from time to time, by written resolution of the Fort Lupton Utility Enterprise Board; and

WHEREAS, the water and sewer plant investment fee schedule is not adequate to provide for the expansion of the water and sewer treatment plants and for upgrades of the system; and

WHEREAS, it is necessary to raise these fees to reflect prevailing market rate trends and consistent with the needs of the City.

NOW THEREFORE BE IT RESOLVED that the City Council, acting as the Fort Lupton Utility Enterprise Board, hereby modify the plant investment fee requirements of Fort Lupton Municipal Code effective December 1, 2024 for new services.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 1st DAY OF OCTOBER 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY OF FORT LUPTON, COLORADO
WATER AND SEWER PLANT INVESTMENT FEE SCHEDULE
Effective December 1, 2024

Sewer Plant Investment Fees:

Residential 3/4" Water Service	1	SFE	\$11,800.00
MF / Unit	* Considered Commercial by size		
Commercial 3/4" Water Service	2	SFE	\$23,600.00
Commercial 1" Water Service	4.8	SFE	\$56,640.00
Commercial 1-1/2" Water Service	11	SFE	\$129,800.00
Commercial 2" Water Service	20	SFE	\$236,000.00
Commercial 3" Water Service	43	SFE	\$507,400.00
Commercial 4" Water Service	82	SFE	\$967,600.00
Commercial 6" Water Service	217.98	SFE	** TBD

Water Plant Investment Fees:

Residential 3/4" service	1	SFE	\$9,200.00
MF / Unit	*Considered Commercial by size		

Commercial Water Plant Investment Fees:

Commercial 3/4" Service	2	SFE	\$18,400.00
Commercial 1" Service	4.8	SFE	\$44,160.00
Commercial 1-1/2" Service	11	SFE	\$101,200.00
Commercial 2" Service	20	SFE	\$184,000.00
Commercial 3" Service	43	SFE	\$395,600.00
Commercial 4" Service	82	SFE	** TBD
Commercial 6" Service	217.98	SFE	** TBD

** Multifamily considered commercial enterprise*

***TBD = To be determined based on water annual usage*



SUBJECT FOR DISCUSSION

Application for Upper Front Range Transportation Planning Region for Multimodal Transportation and Mitigation Options Fund and Local Match Support Letter for Via Mobility.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Weld County is drafting an application for the Multimodal Transportation and Mitigation Options Fund (MMOF) funding for this project through the Upper Front Range Transportation Planning Region. If awarded the funding, Weld County would extend a contract with Via Mobility for on-demand transit service to individuals aged 60 and up, as well as individuals with disabilities. This service will be free of charge to the rider, which makes it a great benefit for the community. This project is currently operating with the previous grant award. This application will help to ensure service through 2028.

The MMOF application requires a local match. Based on population, our match would be 21.25% of the total cost of the local match. Weld county and 8 other communities are planned to be in the funding. If all communities participate, the Cities portion would be around \$8,924.64 for 2027 and an estimated \$9,734.00 would be needed for 2028. This would be subject to appropriations during budget.

FINANCIAL CONSIDERATIONS

Would be allocating funds to be budgeted for the 2027 process. Estimated match for the city would be \$8924.64. Would need an estimated \$9,734.00 for the 2028 year.

LEGAL/POLITICAL CONSIDERATIONS

This will require a future IGA with Weld County if funding is awarded.

ALTERNATIVES/OPTIONS

Approve a support letter to join with the county.
Do not approve and file our own application.
Do not approve and forgo grant funding.
Do not approve and work with Via Directly for Service at full cost

STAFF RECOMMENDATIONS

Staff recommends joining in with Weld County and applying with the other Weld Upper Front Range communities in one application.

Attachments: a. Sample Letter of Support for Local Match

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Mayor Zo Hubbard

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

Mayor@fortluptonco.gov
www.fortluptonco.gov

SAMPLE

May 3, 2022

Dear CDOT Scoring and Selection Panel,

As Mayor of the City of Fort Lupton, I am writing on behalf of the City to support the Multimodal Transportation and Mitigation Options Fund application being submitted for the Via Mobility project by Weld County through the Upper Front Range Transportation Planning Region.

The City was fortunate enough to benefit from a previous grant cycle that currently is running this program for our community. The program continues to demonstrate that the residents of Weld County and smaller communities need these services. The economics of running a standalone program would be challenging for a community such as ours. Considering our limited resources, a collaborative effort funding by grants like this one will continue to create viable opportunities to benefit our citizens.

The City Council is earmarking up to \$_____ as our portion of the required local match to help make this needed resource a reality. This is a true regional effort to help Weld County and its small communities to provide needed services for those who get forgotten all too often.

I look forward to this project becoming an asset to the region. I encourage CDOT to approve the grant application submitted for the Via Mobility Project.

Please do not hesitate to contact me with any questions.

Sincerely,

Mayor Zo Hubbard



SUBJECT FOR DISCUSSION

Approving the Addition of One (1) Position of an Administrative Assistant Intern Allocated from the General Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City Clerk's office will be soliciting applications for an Intern Administrative Assistant. The hourly range is \$18.00 for starting, and the position will terminate on December 31, 2024. The position will be re-evaluated next year for options available to the City through with Weld County Employment. The Intern Administrative Assistant's main duties and responsibility will be to maintain, sort, organize and file department information, among other duties within the department.

FINANCIAL CONSIDERATIONS

There is \$28,230 remaining of the \$310,000 budgeted in the General Funds miscellaneous services account available to reclass into payroll to cover the intern position's costs.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the position.
2. Deny the position

STAFF RECOMMENDATIONS

Staff seeks recommendation.

Attachments: a. N/A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Approve the Amended Capital Improvement Project Plans by Jacobs (OMI) Budgeted for 2024 for an Amount Not to Exceed \$256,604.44 from the Utility Fund. This Amount Includes the Updated Quote Amount for the Ross Valve Project.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Jacobs (OMI) increased the quote amount by \$15,319.53 on the Ross Valve project to include contingency for the possibility of needing to replace the spool pieces on either side of the Ross Valve during installation. Internal condition of the pipe will not be known until the valve is removed. The overall Capital Improvement Project (CIP) budget is still under by \$33,395.56.

Capital Project	Budget	Estimated Cost	Over / Under	Comments
Critical Spares	\$ 30,000.00	\$ 29,254.42	\$ 745.58	
Asset Condition Assessment	\$ 40,000.00	\$ 9,930.00	\$ 30,070.00	Using Jacobs regional maintenance. Bypassed an expensive report, which saved a lot of money. Instead, we'll just develop maintenance strategies and a replacement plan for all critical equipment that's assessed.
Ross Valve	\$ 75,000.00	\$ 100,767.03	\$ (25,767.03)	Ross valve was more expensive than anticipated. We'll want to rebuild this valve to keep as a spare.
Perry Pit	\$ 15,000.00	\$ 6,672.39	\$ 8,327.61	Transducer and labor came in lower than expected.
Caustic Tank	\$ 10,000.00	\$ -	\$ 10,000.00	Original plan was to empty, clean, then refill tank because chemical hadn't been used in a couple years. After using the chemical over the last year, it's been determined the composition is fine and chemical is working as designed.
Radios	\$ 50,000.00	\$ 38,935.55	\$ 11,064.45	We will be installing cellular modems at all sites to improve existing radio system, which is unreliable.
Well Repairs	\$ 20,000.00	\$ 20,000.00	\$ -	We've recently identified some opportunities for capital funding and will probably utilize entire amount.
South Lift Station	\$ 50,000.00	\$ 51,045.05	\$ (1,045.05)	We had multiple quotes and the most reliable pump was the most expensive. However, this vendor is the sole proprietor of these pumps and we received a \$6,600 discount. This is also a company we've worked with in the past and have done great work for us.
Total	\$ 290,000.00	\$ 256,604.44	\$ 33,395.56	

Anticipated project starts is immediately.

FINANCIAL CONSIDERATIONS

The Utility Funds' 2024 budgets included the amounts shown above in the table.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the CIP plans by Jacobs
- B. Request more information.
- C. Do nothing

STAFF RECOMMENDATIONS

Staff recommends approving Jacob's CIP plans for an amount not to exceed \$256,604.44 from the Utility Fund.

Attachments: a. Notice to Proceed- Ross Valve Replacement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Operations Management International,
Inc
6312 S. Fiddler's Green, Suite 300N,
Greenwood Village, CO 80111

September 24, 2024

Roy Vestal
Fort Lupton Utility Enterprise Board
130 S McKinley Ave
Fort Lupton, CO 80621

Subject: Out of Scope Services – Ross Valve Replacement

Dear Mr. Vestal:

Operations Management International, Inc. (“OMI”) would like to propose the following out-of-scope services as further defined below. These services will comply with the requirements of the Operations, Maintenance and Management Services Agreement between OMI and Fort Lupton Utility Enterprise Board (“Owner”) dated August 6, 2019.

Scope: OMI will replace existing Ross control valve at the tank farm with like in-kind valve.

Term: Services will commence upon the Owner giving OMI notice to proceed. Work is expected to be completed by the end of December 2024.

Price of Services: The price estimate based on time and materials terms is One Hundred Two Thousand Eight Hundred Five Dollars and Three Cents (\$102,805.03). All non-labor direct costs will be invoiced to Owner at cost plus fifteen percent (15%).

The price estimate is based on the following assumed labor hours and materials but is subject to change:

Labor	Bill Rate	Hours	Price
Project Manager	\$151	10	\$1,510
Lead Operator	\$66	8	\$528
Labor Subtotal		18	\$2,038.00
Materials/Parts/Subcontractor	Raw Cost	Markup	Price
NCC	\$80,396.50	1.15	\$92,455.98
Contingency for Spool Replacements	\$7,227.00	1.15	\$8,311.05
Nonlabor Subtotal	\$87,623.50	1.15	\$100,767.03



Subject: Out of Scope Services – Ross Valve Replacement

Billing and Payment Terms: As defined in Section 5 of the Agreement, Owner shall be billed for these services upon completion of the work and payment will be due and payable within twenty (20) days following receipt of OMI invoice.

If these terms are agreeable to you, please sign and return this letter. We will return one fully executed original for your files.

OMI appreciates the opportunity to provide these additional services for the Fort Lupton Utility Enterprise Board.

Regards

AARON RICHARDSON
Project Manager
720-939-4494
Aaron.Richardson@jacobs.com

**Fort Lupton Utility
Enterprise Board**

**Operations Management
International, Inc.**

Authorized Signature:

Authorized Signature:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____



SUBJECT FOR DISCUSSION

Authorize the Mayor to Execute an Agreement to Purchase Thirty-Eight Shares of Fulton Irrigation from Privateer Bromley, LLC and Fulton Ditch Company for \$1,140,000.00

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Privateer Bromley, LLC has entered into a purchase and sale agreement with Fulton Irrigation Ditch Company to purchase eighty eight shares of the Fulton Irrigation Ditch. Privateer Bromley, LLC has determined that it does not want to purchase thirty eight of the shares, and has offered to assign the City of Fort Lupton its right to purchase the thirty eight shares of the Fulton Irrigation Ditch Company for \$30,000 per share. According to the assignment, the City would be purchasing the thirty eight shares directly from the Fulton Irrigation Ditch Company. The City continues to ensure we have adequate water for City operations and this water is one source that can be used to accomplish that goal. The land that was historically irrigated by the shares has poor historic use information. The lack of dry-up covenant and poor historic use make the shares unsuitable for conversion to municipal use, but they can be used to irrigate areas within the Fulton Ditch service area, including the Coyote Creek Golf Course. The price of the shares reflects the fact that they cannot at this time be changed to municipal use.

Prior to closing, there is a due diligence time to allow for investigations of the shares. The investigations will allow the City to confirm the historical use of the shares, that the shares can be used to irrigate the golf course and any other locations where the City may need to use the water that are within the Fulton Ditch service area, and whether Fulton Ditch have good and marketable title to the shares. If the results of the investigations are not satisfactory, the City can terminate the purchase agreement before the end of the due diligence period. There is no requirement to pay an earnest money deposit for the shares. The total purchase price is \$1,140,000.00.

FINANCIAL CONSIDERATIONS

The Water Sales Tax fund has sufficient reserves to cover the \$1,140,000.00 purchase. A supplemental budget resolution will be necessary.

LEGAL/POLITICAL CONSIDERATIONS

Matthew Poznanovic has been involved during the writing of this purchase agreement and approves of its final form.

ALTERNATIVES/OPTIONS

- Approve a different amount
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends authorization by the Mayor to execute the Assignment of Rights Under Purchase and Sale Agreement with Privateer Bromley, LLC to purchase the Thirty Eight Fulton Irrigation shares of water from Fulton Ditch subject to Attorney final approve.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Upcoming Events

- | | |
|------------------|---|
| October 2, 2024 | Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m. |
| October 19, 2024 | Pumpkinfest & Haunted Hay Ride – The Fort, South Platte Valley Historic Park, 3:00 p.m. – 8:00 p.m. |