



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, February 18, 2025
6:00 PM
130 South McKinley Avenue

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

You may join in person or join remotely by clicking on:
<https://meet.goto.com/793699389>

Call to Order

Pledge of Allegiance

Roll Call

Proclamation

a. 2025 Arbor Day Proclamation

Persons to Address Council - This portion of the Agenda is provided to allow members of the audience to present comments to the City Council. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement or your question may be directed to the appropriate staff member for follow-up. Please limit the time of your comments to three (3) minutes - Mayor Hubbard

Approval of Agenda

Review of Accounts Payables

a. February 18, 2025 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. February 4, 2025 City Council Meeting Minutes

b. Second Reading Ordinance 2025-1182 Adopting an Ordinance Accepting the Right of Way Dedication from Mohammad Besharat for 12.5 feet of County Road 16

c. Second Reading Ordinance 2025-1183 Right of Way Dedication of a 55-foot Wide Public Right of Way Located Along County Road 18 and 42.5-foot Wide Public Right of Way Located along County Road 25, containing 5.24 Acres

d. AM 2025-028 Approving the Annual Payment to Weld County Communications for the Dispatch Service Agreement in the Amount of \$98,297.00 Allocated from the PD Dispatch Contractual Services Budget

e. AM 2025-030 Approving a Resolution Establishing the Planning Advisory Committee to Work on Updating the Comprehensive Plan Adopted in 2018

f. AM 2025-031 Approving a Resolution Ratifying the Mayor's Appointment of Karina Gonzalez to the Planning Commission as a Regular Member for a Three-year Term Beginning February 18, 2025, and Ending February 18, 2028

g. AM 2025-032 Approving a Resolution Ratifying the Mayor's Appointment of Ashley Greene to the Planning Commission as an Alternate Member for a Three-year Term Beginning February 18, 2025, and Ending February 18, 2028

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

- a. AM 2025-027 Approving a Resolution to Increase the Sewer Reg85 Fee and Create a Commercial Water Base Fee Based on Tap Size

Action Memorandum

- a. AM 2025-029 Approving a Resolution for the Subdivision Improvements Agreement Between the City of Fort Lupton and COLA, LLC, for the Murata Farms Filing 2 Townhomes Subdivision Improvements Agreement

Staff Reports

Mayor/Council Reports

Future City Events

- a. March 5, 2025 Coffee with a Cop, Fort Lupton Recreation Center, 8 a.m. - 9 a.m.
- March 27, 2025 Taste of Fort Lupton, Fort Lupton High School Commons, 5 p.m. -7 p.m.
- April 12, 2025 Easter Egg Hunt, Community Park, 203 S. Harrison Ave., 9 a.m.
- April 16, 2025 Annual Spaghetti Dinner, Recreation Center, 203 S. Harrison Ave., 5 p.m. - 6 p.m.
- April 17, 2025 Curbside Spring Clean-Up Day (For Seniors and/or Disabled Residents)
- April 19, 2025 Spring Clean-Up Day, 800 12th St. 8 a.m. - 12 p.m.
- April 21 - 25, 2025 Hillside Cemetery Annual Clean-up Days
- April 23-26, 2025 Fields of Honor, Pearson Park

Upcoming Meetings

- a. February 25, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- March 4, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- March 11, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- March 18, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Arbor Day Proclamation

- Whereas,** In 1872, the Nebraska Board of Agriculture set aside a special day for the planting of trees, and
- Whereas,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,** Arbor Day is now observed throughout the nation and the world, and
- Whereas,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
- Whereas,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,** trees in our community increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,** trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Zo Hubbard, Mayor of the City of
Fort Lupton, Colorado, do hereby proclaim
April 25, 2025, as



Arbor Day

In the City of Fort Lupton, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this _____ day of _____

Mayor _____

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 02/05/2025 - 02/18/2025

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						
000031	ADAMSON POLICE PRODUCTS	02/11/2025	Regular	0.00	1,215.77	104111
INV426865	Invoice	12/31/2024	GF-UNIFORM ACCESSORIES-PD	0.00	135.00	
INV426869	Invoice	12/31/2024	GF-UNIFORMS/UNIFORM ACCESSORIES-PD	0.00	108.00	
INV426875	Invoice	12/31/2024	GF-UNIFORMS/UNIFORM ACCESSORIES-PD	0.00	29.65	
INV427054	Invoice	12/31/2024	GF-UNIFORMS/UNIFORM ACCESSORIES-PD	0.00	241.90	
INV427295	Invoice	12/31/2024	GF-UNIFORMS/UNIFORM ACCESSORIES-PD	0.00	107.90	
INV427550	Invoice	01/09/2025	GF-UNIFORMS/ACCESSORIES-PD	0.00	121.45	
INV427551	Invoice	01/09/2025	GF-UNIFORMS/ACCESSORIES-CODE	0.00	103.48	
INV427733	Invoice	12/31/2024	GF-UNIFORMS/UNIFORM ACCESSORIES-PD	0.00	314.95	
INV427815	Invoice	12/31/2024	GF-UNIFORMS/UNIFORM ACCESSORIES-PD	0.00	12.95	
INV428229	Invoice	01/22/2025	GF-UNIFORMS-PD	0.00	40.49	
000086	ANDREW TOVES	02/11/2025	Regular	0.00	98.60	104112
013025	Invoice	01/30/2025	GF-REIMBURSEMENT-PD	0.00	98.60	
003652	ANIMAL CLINIC LLC	02/11/2025	Regular	0.00	323.50	104113
523116	Invoice	12/31/2024	GF-TECHNICIAN/OFFICE FEES FOR CREMAT..	0.00	93.50	
523306	Invoice	12/31/2024	GF-TECHNICIAN/OFFICE CHARGE, CREMAT...	0.00	136.50	
524007	Invoice	12/31/2024	GF-TECHNICIAN/OFFICE CHARGE, CREMAT...	0.00	93.50	
000136	BG'S JAPANESE DESIGNS	02/11/2025	Regular	0.00	275.00	104114
6964	Invoice	01/07/2025	SF-EMBROIDERY ON UNIFORM-S LINES	0.00	275.00	
003738	BIG T AUTO BROKERS	02/11/2025	Regular	0.00	1,500.00	104115
122024	Invoice	12/31/2024	15 ft CONNEX ENCLOSED STORAGE UNIT	0.00	1,500.00	
000211	CH2M	02/11/2025	Regular	0.00	21,247.25	104116
D3410908-013	Invoice	12/31/2024	UF-Construction Management WTP Expan..	0.00	21,247.25	
002647	COLORADO RANGERS LAW ENFORCEMENT SHA	02/11/2025	Regular	0.00	14,500.00	104117
2024-01007	Invoice	02/05/2025	COLORADO RANGERS ANNUAL SERVICE FEE	0.00	14,500.00	
000307	COMCAST CABLE COMM, LLC	02/11/2025	Regular	0.00	236.99	104118
0025494 FEB25	Invoice	02/01/2025	GF-FEBRUARY 2025 CABLE SERVICE-PRO S...	0.00	58.40	
0116038 FEB25	Invoice	02/01/2025	GF-FEBRUARY 2025 PHONE SERVICE-REC ...	0.00	178.59	
001517	CORE&MAIN LP	02/11/2025	Regular	0.00	597.05	104119
W326470	Invoice	01/22/2025	UF-BONNET REPAIR KIT-W LINES	0.00	597.05	
003750	DAVID JAMES	02/11/2025	Regular	0.00	510.00	104120
013025	Invoice	01/30/2025	CEM-REFUND FOR SALE OF PLOTS BACK T...	0.00	510.00	
003664	DK SOLUTIONS LLC	02/11/2025	Regular	0.00	3,718.80	104121
1-3037	Invoice	12/31/2024	UF-REPAIRS TO WATER LINES-W LINES	0.00	3,718.80	
000431	EMPLOYERS COUNCIL SERVICES INC	02/11/2025	Regular	0.00	735.74	104122
0000535713	Invoice	01/01/2025	GF-ANNUAL SUBSCRIPTION LAW POSTER-...	0.00	735.74	
002011	FRONT RANGE LUMBER COMPANY	02/11/2025	Regular	0.00	169.13	104123
43397/2	Invoice	01/03/2025	GF-FURRING STRIPS-PARKS	0.00	33.21	
43436/2	Invoice	02/03/2025	GF-PLASTIC LINER, MATERIAL-PARKS	0.00	135.92	
001266	GOVCONNECTION INC	02/11/2025	Regular	0.00	3,327.36	104124
76067580	Invoice	01/15/2025	GF-SOFTWARE USAGE 12/08/24-12/07/25...	0.00	3,327.36	
002448	HIGH PLAINS NEW HOLLAND	02/11/2025	Regular	0.00	168.70	104125
I24494	Invoice	01/17/2025	GF-PARTS FOR TRACTOR T56-120 UNIT 40-...	0.00	1,800.71	

Council Check Report

Date Range: 02/05/2025 - 02/18/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
124495	Credit Memo	01/17/2025	GF-CREDIT FOR RETURNS-STREETS	0.00	-1,632.01	
002975	LCC Inc	02/11/2025	Regular	0.00	6,367.00	104126
45806	Invoice	01/06/2025	GF-FLAT REPAIR, SERVICE CALL-STREETS	0.00	287.00	
45855	Invoice	01/20/2025	GF-NEW MAXAM INSTALLED, TIRE DISPOS...	0.00	6,080.00	
000716	LEONARD B. MEDOFF, Ph.D.	02/11/2025	Regular	0.00	425.00	104127
010425	Invoice	01/04/2025	GF-PRE EMPLOYMENT PHYSICAL-PD	0.00	425.00	
000841	NEWMAN TRAFFIC SIGNS	02/11/2025	Regular	0.00	154.84	104128
TRFINVO57824	Invoice	12/31/2024	GF-MERCHANDISE-STREETS	0.00	154.84	
000847	NORMAN'S MEMORIALS INC.	02/11/2025	Regular	0.00	120.00	104129
013125	Invoice	01/31/2025	CEMETERY-PLOT FOR DEBORAH A JAMES-...	0.00	120.00	
000896	PETTY CASH-FINANCE	02/11/2025	Regular	0.00	278.07	104130
JANUARY 2025	Invoice	01/31/2025	GF-PETTY CASH REIMBURSEMENT-	0.00	278.07	
002265	QUADIENT FINANCE USA INC	02/11/2025	Regular	0.00	322.00	104131
80877446 DEC-J...	Invoice	01/27/2025	GF-POSTAGE RECHARGES DEC 26, '24-JAN ...	0.00	322.00	
001035	STANDARD INSURANCE CO.	02/11/2025	Regular	0.00	6,540.34	104132
00 759761 0001 ...	Invoice	02/01/2025	LI, AD&D, LTD, STD Ins Prem	0.00	6,540.34	
001105	TOSHIBA FINANCIAL SERVICES	02/11/2025	Regular	0.00	2,683.74	104133
547365163	Invoice	02/01/2025	Copier Lease	0.00	2,683.74	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	02/11/2025	Regular	0.00	75.00	104134
812682-202412-1	Invoice	12/31/2024	GF-DATA RESEARCH FEE FOR DECEMBER 2...	0.00	75.00	
001137	UNITED POWER	02/11/2025	Regular	0.00	50,764.10	104135
10553102 JAN25	Invoice	01/01/2025	United Power	0.00	22.72	
1194602 JAN25	Invoice	01/01/2025	United Power	0.00	497.49	
1195001 JAN25	Invoice	01/01/2025	United Power	0.00	419.14	
1195501 JAN25	Invoice	01/01/2025	United Power	0.00	3,432.40	
1195603 JAN25	Invoice	01/01/2025	United Power	0.00	847.34	
1195701 JAN25	Invoice	01/01/2025	United Power	0.00	359.43	
1196401 JAN25	Invoice	01/01/2025	United Power	0.00	36.54	
1207701 JAN25	Invoice	01/01/2025	United Power	0.00	21.24	
1215802 JAN25	Invoice	01/01/2025	GF-JAN 2025 ELECTRIC SERV (VET OFFICE)-...	0.00	114.19	
1223101 JAN25	Invoice	01/01/2025	United Power	0.00	20.00	
1240301 JAN25	Invoice	01/01/2025	United Power	0.00	237.59	
1241801 JAN25	Invoice	01/01/2025	United Power	0.00	316.36	
1241903 JAN25	Invoice	01/01/2025	United Power	0.00	112.88	
1276101 JAN25	Invoice	01/01/2025	United Power	0.00	112.53	
1279801 JAN25	Invoice	01/01/2025	United Power	0.00	25.64	
1295501 JAN25	Invoice	01/01/2025	United Power	0.00	79.51	
1296101 JAN25	Invoice	01/01/2025	United Power	0.00	280.00	
1299501 JAN25	Invoice	01/01/2025	United Power	0.00	130.09	
1302801 JAN25	Invoice	01/01/2025	United Power	0.00	2,180.40	
1302901 JAN25	Invoice	01/01/2025	United Power	0.00	181.12	
1316801 JAN25	Invoice	01/01/2025	United Power	0.00	523.87	
1322501 JAN25	Invoice	01/01/2025	United Power	0.00	6,102.85	
1360303 JAN25	Invoice	01/01/2025	United Power	0.00	29.25	
13842400 JAN25	Invoice	01/01/2025	United Power	0.00	46.71	
14427100 JAN25	Invoice	01/01/2025	United Power	0.00	121.10	
15232500 JAN25	Invoice	01/01/2025	United Power	0.00	22.22	
17149700 JAN25	Invoice	01/01/2025	United Power	0.00	67.56	
17761600 JAN25	Invoice	01/01/2025	United Power	0.00	20.00	
17868800 JAN25	Invoice	01/01/2025	United Power	0.00	20.00	
18057500 JAN25	Invoice	01/01/2025	United Power	0.00	1,123.47	
18498400 JAN25	Invoice	01/01/2025	United Power	0.00	254.46	
18762100 JAN25	Invoice	01/01/2025	United Power	0.00	20.00	

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	
19545100 JAN25	Invoice	01/01/2025	United Power	0.00	1,419.02	
19595600 JAN25	Invoice	01/01/2025	United Power	0.00	26.84	
20040100JAN25	Invoice	01/01/2025	United Power	0.00	355.32	
21675200 JAN25	Invoice	01/01/2025	United Power	0.00	33.63	
21675300 JAN25	Invoice	01/01/2025	United Power	0.00	34.29	
22185901 JAN25	Invoice	01/01/2025	United Power	0.00	20.02	
24165100 JAN25	Invoice	01/01/2025	GF-JAN 2025 ELECTRIC SERVICE (SPLASH P...	0.00	343.38	
3399301 JAN25	Invoice	01/01/2025	United Power	0.00	58.45	
6601202 JAN25	Invoice	01/01/2025	United Power	0.00	25.26	
6612303 JAN25	Invoice	01/01/2025	United Power	0.00	21.29	
6779701 JAN25	Invoice	01/01/2025	United Power	0.00	11,049.40	
704901 JAN25	Invoice	01/01/2025	United Power	0.00	11,689.96	
7225800 JAN25	Invoice	01/01/2025	United Power	0.00	20.02	
726705 JAN25	Invoice	01/01/2025	United Power	0.00	20.00	
7280200 JAN25	Invoice	01/01/2025	United Power	0.00	21.75	
733101 JAN25	Invoice	01/01/2025	United Power	0.00	290.91	
762901 JAN25	Invoice	01/01/2025	United Power	0.00	367.24	
803908 JAN25	Invoice	01/01/2025	United Power	0.00	6,516.60	
8976200 JAN25	Invoice	01/01/2025	United Power	0.00	672.62	
	Void	02/11/2025	Regular	0.00	0.00	104136
	Void	02/11/2025	Regular	0.00	0.00	104137
	Void	02/11/2025	Regular	0.00	0.00	104138
001156	VERIZON WIRELESS SVCS LLC	02/11/2025	Regular	0.00	6,321.39	104139
6104597561	Invoice	01/01/2025	Verizon Bill	0.00	6,321.39	
003737	VERTEX UNMANNED SOUTIONS, LLC	02/11/2025	Regular	0.00	3,424.00	104140
3864	Invoice	01/02/2025	GF-MERCHANIDISE-PD	0.00	3,424.00	
001204	WELD COUNTY TREASURER	02/11/2025	Regular	0.00	96.76	104141
R6118086	Invoice	01/31/2025	GF-1025 1ST ST PRO-RATA PROP TAX-MISC	0.00	96.76	
003715	WYOMING BEARING & SUPPLY LLC	02/11/2025	Regular	0.00	22.87	104142
7013220	Invoice	01/16/2025	SF-PARTS-S LINES	0.00	22.87	
001224	XCEL ENERGY-GAS	02/11/2025	Regular	0.00	2,574.87	104143
912890823	Invoice	01/01/2025	Xcel Gas Bill- Account 53-2035237-0	0.00	2,574.87	
001195	YODER CHEVROLET LLC	02/11/2025	Regular	0.00	15,863.98	104144
265687	Invoice	12/31/2024	GF-REPAIRS/MAINTENANCE FOR CHEVY T...	0.00	6,486.70	
265850	Invoice	12/31/2024	GF-REPAIRS/MAINTENANCE, CHEVY TAHO...	0.00	1,557.32	
266117	Invoice	12/31/2024	GF-MAINTENANCE/REPAIRS, CHEVY TAHO...	0.00	7,819.96	
000031	ADAMSON POLICE PRODUCTS	02/18/2025	Regular	0.00	829.61	104148
421458CM	Credit Memo	02/01/2025	GF-CREDIT FOR RETURNS-PD	0.00	-61.15	
INV428288	Invoice	01/23/2025	GF-UNIFORMS, ACCESSORIES-PD	0.00	226.76	
INV428369	Invoice	01/24/2025	GF-UNIFORM SHIRTS-PD	0.00	40.49	
INV428424	Invoice	01/27/2025	GF-UNIFORMS-CODE	0.00	103.48	
INV428426	Invoice	01/27/2025	GF-UNIFORMS, ACCESSORIES-CODE	0.00	143.97	
INV428550	Invoice	01/29/2025	GF-UNIFORM NAME PLATE FOR LUEVANO...	0.00	12.95	
INV428695	Invoice	01/30/2025	GF-UNIFORM PANTS FOR MARTINEZ-PD	0.00	62.99	
INV428813	Invoice	02/03/2025	GF-UNIFORMS-PD	0.00	17.04	
INV428822	Invoice	02/03/2025	GF-UNIFORMS, PATCHES-PD	0.00	363.39	
INV428922	Invoice	02/04/2025	GF-UNIFORMS NAME PLATE-PD	0.00	12.95	
INV428998	Invoice	02/05/2025	GF-UNIFORMS, ACCESSORIES-PD	0.00	6.95	
PY09092	Credit Memo	02/06/2025	GF-CREDIT FOR RETURNS-PD	0.00	-100.21	
002254	ADIDAS AMERICA INC	02/18/2025	Regular	0.00	535.50	104149
6162245459-1	Invoice	12/31/2024	GOLF-UNIFORMS-PRO SHOP	0.00	535.50	
000047	AIMS COMMUNITY COLLEGE	02/18/2025	Regular	0.00	114.00	104150
250109	Invoice	02/07/2025	GF-GALLEGOS EDUCATION ASSISTANCE-PD	0.00	114.00	

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	
003752	ALISON WOOD	02/18/2025	Regular	0.00	40.00	104151
2007637.001	Invoice	02/05/2025	REC-PROGRAM REFUND-REC CENTER	0.00	40.00	
003753	AMANDA MARIE FAATZ	02/18/2025	Regular	0.00	60.00	104152
2007633.001	Invoice	01/27/2025	REC-SWIMMING LESSONS REFUND-REC C...	0.00	60.00	
003756	AMERICAN ASSOCIATION FOR STATE AND LOCA	02/18/2025	Regular	0.00	98.00	104153
10408 2025	Invoice	01/09/2025	CPR-ANNUAL MEMBERSHIP FEE-COMM C...	0.00	98.00	
002941	AMERITAS LIFE INSURANCE CORP	02/18/2025	Regular	0.00	10,321.40	104154
010-57637-01 D...	Invoice	03/01/2025	GF-DENTAL INS FOR MARCH 2025-HR	0.00	9,243.12	
010-57637-02 VIS...	Invoice	03/01/2025	GF-VISION INS FOR MARCH 2025-HR	0.00	1,078.28	
003510	ANGEL MORALES	02/18/2025	Regular	0.00	327.44	104155
020925	Invoice	02/09/2025	GF-REIMBURSE FOR BOOTS-PW SHOP	0.00	327.44	
000108	AUSMUS LAW FIRM PC	02/18/2025	Regular	0.00	6,500.00	104156
9266	Invoice	02/04/2025	GF-2025 City Attorney Services-Legal	0.00	6,500.00	
003754	BRECKEN ARNOLD	02/18/2025	Regular	0.00	110.00	104157
2007640.001	Invoice	02/07/2025	REC-PROGRAM REFUND-REC CENTER	0.00	110.00	
000183	CALLAWAY GOLF SALES COMPANY	02/18/2025	Regular	0.00	7,906.28	104158
939524817	Credit Memo	01/24/2025	GF-MERCHANDISE-PRO SHOP	0.00	-84.00	
939527517	Credit Memo	01/25/2025	GF-MERCHANDISE-PRO SHOP	0.00	-308.00	
939527518	Credit Memo	01/25/2025	GF-MERCHANDISE-PRO SHOP	0.00	-959.00	
939530584	Invoice	01/27/2025	GF-MERCHANDISE-PRO SHOP	0.00	173.16	
939530585	Invoice	01/27/2025	GF-MERCHANDISE-PRO SHOP	0.00	373.68	
93953536	Invoice	01/28/2025	GF-MERCHANDISE-PRO SHOP	0.00	1,556.88	
939543599	Invoice	01/28/2025	GF-MERCHANDISE-PRO SHOP	0.00	1,038.96	
939565803	Invoice	01/30/2025	GF-MERCHANDISE-PRO SHOP	0.00	1,786.26	
939569306	Invoice	01/31/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	2,687.23	
939576788	Invoice	01/31/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	129.73	
939586426	Invoice	02/02/2025	GF-MERCHANDISE-PRO SHOP	0.00	119.76	
939586469	Invoice	02/02/2025	GF-MERCHANDISE-PRO SHOP	0.00	1,020.72	
939619604	Invoice	02/07/2025	GOLF-MERCHADISE-PRO SHOP	0.00	370.90	
000182	CEM SALES & SERVICE INC	02/18/2025	Regular	0.00	1,411.00	104159
165356	Invoice	02/01/2025	REC-POOL CHEMICALS	0.00	1,411.00	
000239	CITY OF FORT LUPTON	02/18/2025	Regular	0.00	50.00	104160
CIT #133524-1	Invoice	01/23/2025	GF-CITATION #133524-1, RESTITUTION	0.00	50.00	
000241	CITY OF FT LUPTON-UTIL INVOICE	02/18/2025	Regular	0.00	3,755.25	104161
110035001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
110036002 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	97.24	
110221001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
110222001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
11-02490-01 JAN...	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	207.43	
110251001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
11-02520-01 JAN...	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	48.45	
11-02521-01 JAN...	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	91.25	
330025001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
330031001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
330045001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	143.30	
330092001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
330166001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	97.32	
330920000 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
550055501 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	158.36	
550057001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	508.14	
550057601 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	1,193.63	
550057701 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
660092001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	

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770109501 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
770116501 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
77-02145-01 JAN...	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	38.45	
770229001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
770229501 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
770229601 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
770231101 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
990004001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
990004101 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	91.25	
990005001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	253.93	
990006001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
990007001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
990008001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	34.65	
990132001 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	38.45	
999910000 JAN25	Invoice	01/31/2025	Water/Sewer Bill-City	0.00	95.05	
	Void	02/18/2025	Regular	0.00	0.00	104162
	Void	02/18/2025	Regular	0.00	0.00	104163
000285	COLORADO DEPARTMENT OF REVENUE	02/18/2025	Regular	0.00	850.00	104164
021225	Invoice	02/12/2025	GOLF-LIQUOR LICENSE FOR GOLF COURSE...	0.00	850.00	
003740	COLORADO PORTABLES LLC	02/18/2025	Regular	0.00	340.00	104165
126614	Invoice	01/30/2025	CEM-PORTABLE TOILET SERVICE (CEMETE...	0.00	210.00	
126615	Invoice	01/30/2025	GF-PORTABLE TOILET SERVICE (HERITAGE ...	0.00	130.00	
000306	COMCAST BUSINESS	02/18/2025	Regular	0.00	2,842.58	104166
232568688	Invoice	02/01/2025	GF-INTERNET SERVICE FOR FEBRUARY 202...	0.00	2,842.58	
000307	COMCAST CABLE COMM, LLC	02/18/2025	Regular	0.00	474.27	104167
0147405 FEB25	Invoice	01/20/2025	CPR-PHONE/INTERNET FOR FEBRUARY 20...	0.00	213.75	
0208785 FEB25	Invoice	02/04/2025	GF-FEBRUARY 2025 INTERNET SERVICE-PL...	0.00	260.52	
001295	COMMERCIAL FITNESS SOLUTIONS INC	02/18/2025	Regular	0.00	680.47	104168
9950	Invoice	02/04/2025	REC-OLYMPIC BENCH STORAGE	0.00	680.47	
001517	CORE&MAIN LP	02/18/2025	Regular	0.00	22,238.52	104169
W308140	Invoice	02/04/2025	PRV to replace Conastoga Line	0.00	16,711.52	
W356132	Invoice	01/28/2025	UF-PARTS/SUPPLIES-W LINES	0.00	2,434.26	
W356153	Invoice	01/28/2025	UF-PARTS/SUPPLIES-W LINES	0.00	3,092.74	
000461	FERRELLGAS LP	02/18/2025	Regular	0.00	2,911.51	104170
1129211278	Invoice	01/08/2025	GOLF-PROPANE-MAINT	0.00	1,438.75	
1129438916	Invoice	01/24/2025	GOLF-PROPANE-MAINT	0.00	1,472.76	
000512	FUZION FIELD SERVICES LLC	02/18/2025	Regular	0.00	255.75	104171
373185	Invoice	02/07/2025	GOLF-PORTABLE TOILET RENTAL FEES-MA...	0.00	255.75	
001959	GOLF GENIUS SOFTWARE LLC	02/18/2025	Regular	0.00	3,900.00	104172
157745	Invoice	02/04/2025	GOLF-GOLF GENIUS ANNUAL FEES-PRO S...	0.00	3,900.00	
000567	HIGH COUNTRY BEVERAGE CORP	02/18/2025	Regular	0.00	254.20	104173
W-7018995	Invoice	02/10/2025	GOLF-BEVERAGES-PRO SHOP	0.00	254.20	
001580	INTERMOUNTAIN HEALTH PLATTE VALLEY HOSF	02/18/2025	Regular	0.00	170.00	104174
10007658	Invoice	01/31/2025	GF-LEGAL BLOOD DRAWS-PD	0.00	170.00	
000714	LEGACY SCHOOL OF DANCE LLC	02/18/2025	Regular	0.00	1,554.00	104175
JAN 25 DANCE	Invoice	01/28/2025	REC-JANUARY 2025 LEGACY DANCE LESSO...	0.00	1,554.00	
000859	NORTHWEST PARKWAY LLC	02/18/2025	Regular	0.00	2.20	104176
14932716	Invoice	01/29/2025	GF-TOLL CHARGES-PD	0.00	2.20	
003430	O'CONNOR, INC.	02/18/2025	Regular	0.00	1,255.80	104177
85260	Invoice	01/28/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,255.80	

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000865	OFFICE DEPOT	02/18/2025	Regular	0.00	53.28	104178
408554545001	Invoice	01/17/2025	GF-OFFICE SUPPLIES-ADMIN	0.00	51.99	
408554917001	Invoice	01/20/2025	GF-SCISSORS-ENG	0.00	1.29	
003213	OLD TOWN PEST CONTROL	02/18/2025	Regular	0.00	600.00	104179
10283	Invoice	01/29/2025	GF-PEST CONTROL-SHOP	0.00	600.00	
001643	PROCEDURE INC	02/18/2025	Regular	0.00	12,282.09	104180
1355293	Invoice	01/31/2025	GF-BUILDING PERMIT SERV/PLAN REVIEW...	0.00	12,282.09	
002493	QUADIENT LEASING USA INC	02/18/2025	Regular	0.00	433.59	104181
Q1712550	Invoice	02/02/2025	GF-QUARTERLY LEASE DEC 7, '24-MARCH 6...	0.00	433.59	
003755	ROXANNE KRAMER	02/18/2025	Regular	0.00	90.00	104182
2007639.001	Invoice	02/07/2025	REC-PROGRAM REFUND-REC CENTER	0.00	90.00	
003381	SANTIAGO'S	02/18/2025	Regular	0.00	1,500.00	104183
4139	Invoice	02/10/2025	GF-KOSHIO PARK DESIGN MEETING-PARKS	0.00	1,500.00	
000246	SRIXON/CLEVELAND GOLF/XX10	02/18/2025	Regular	0.00	2,493.96	104184
8143472 NN	Credit Memo	11/07/2024	GOLF-RETURNED MERCHANDISE-PRO SHOP	0.00	-373.56	
8220485 SO	Invoice	01/20/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	407.88	
8222773 SO	Invoice	01/21/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	567.75	
8233642 SO	Invoice	01/27/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	660.00	
824406 SO	Invoice	02/03/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	504.24	
8245405 SO	Invoice	02/03/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	727.65	
001040	STERICYCLE	02/18/2025	Regular	0.00	70.26	104185
8009582734	Invoice	01/18/2025	REC-BIOHAZARD-REC CENTER	0.00	70.26	
003200	SUNICE	02/18/2025	Regular	0.00	3,202.46	104186
U4557380	Invoice	01/31/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	3,202.46	
003297	SWEET PEA CLEANING, LLC	02/18/2025	Regular	0.00	1,925.00	104187
9173	Invoice	01/27/2025	REC-FEBRUARY 2025 CLEANING SERVICE-R...	0.00	1,925.00	
001075	THE CONSOLIDATED MUTUAL	02/18/2025	Regular	0.00	153.06	104188
021225A	Invoice	02/12/2025	UF-JAN25 PERRY PIT DISCHARGE PUMP-W...	0.00	50.14	
021225B	Invoice	02/12/2025	UF-JAN25 WELL PUMP B-W STOR	0.00	67.04	
021225C	Invoice	02/12/2025	UF-JAN25 WELL PUMP C-W STOR	0.00	35.88	
001312	THE ROB WEST MARKETING CO	02/18/2025	Regular	0.00	2,100.00	104189
3972	Invoice	02/01/2025	GOLF-ANNUAL HOSTING FOR WEBSITE-P...	0.00	1,100.00	
3992	Invoice	03/01/2025	GOLF-WEBSITE UPGRADES-PRO SHOP	0.00	1,000.00	
003757	UNIVERSITY OF NORTHERN COLORADO FOUND	02/18/2025	Regular	0.00	5,000.00	104190
25-007	Invoice	01/07/2025	GF-2025 EAST COLORADO SBDC ANNUAL ...	0.00	5,000.00	
001346	USGA CLUB MEMBERSHIP	02/18/2025	Regular	0.00	175.00	104191
4364002 FEB25	Invoice	02/01/2025	GOLF-2025 MEMBERSHIP FEES-PRO SHOP	0.00	175.00	
001189	WELD COUNTY ACCTG DEPART	02/18/2025	Regular	0.00	7,292.28	104192
JANUARY 2025	Invoice	01/31/2025	GF-JANUARY 2025 FUEL CHARGES-	0.00	7,292.28	
001199	WELD COUNTY PUBLIC SAFETY IT	02/18/2025	Regular	0.00	64.12	104193
FORTLUPTONPD...	Invoice	01/08/2025	GF-RSA TOKENS-PD	0.00	64.12	
002076	WELD COUNTY REGIONAL COMMUNICATIONS	02/18/2025	Regular	0.00	52.00	104194
104689	Invoice	02/04/2025	GF-NEW RADIO ACTIVATION-PD	0.00	52.00	
001208	WHITE BEAR ANKELE TANAKA & WALDRON	02/18/2025	Regular	0.00	7,518.39	104195
38894	Invoice	12/31/2024	GF-PROFESSIONAL SERVICES-	0.00	3,039.14	
39044	Invoice	02/10/2025	GF-Metro Dist Legal Fees-Legal	0.00	4,479.25	
001212	WILLIAMS AND WEISS CONSULTING LLC	02/18/2025	Regular	0.00	4,500.00	104196

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2098	Invoice	02/10/2025	UF/WST-WATER ENGINEERING-UF/WST	0.00	4,500.00	
001217	WOHNRAD CIVIL ENGINEERS INC	02/18/2025	Regular	0.00	30,489.55	104197
2620	Invoice	02/05/2025	SST-9th Street Extension Engineering-Stre...	0.00	30,489.55	
001195	YODER CHEVROLET LLC	02/18/2025	Regular	0.00	9,464.29	104198
275058	Invoice	12/31/2024	GF-REPAIRS, MAINTENANCE-PD	0.00	1,804.18	
275167	Invoice	12/31/2024	GF-REPAIRS/MAINTENANCE-PD	0.00	7,660.11	
000239	CITY OF FORT LUPTON	02/18/2025	Regular	0.00	400.00	104199
021225	Invoice	02/12/2025	GOLF-CITY LIQUOR LICENSE FEE-PRO SHOP	0.00	400.00	
003355	ADOLFSON & PETERSON CONSTRUCTION	02/11/2025	EFT	0.00	725,383.43	9002012
13A	Invoice	12/31/2024	RC-CR#3 Addition to Entry Canopy-Rec	0.00	118,296.36	
13B	Invoice	12/31/2024	RC-CO022 Replace Locker Room Floors-REC	0.00	105,038.94	
13C	Invoice	12/31/2024	RC-REC CENTER EXPANSION-REC CENTER	0.00	120,508.04	
13D	Invoice	12/31/2024	RC-REC EXPANSION CONSTRUCTION-REC	0.00	381,540.09	
001293	AMAZON.COM	02/11/2025	EFT	0.00	1,368.80	9002013
1RR1-PY6T-JTC6	Invoice	12/31/2024	GF-GENERAL SUPPLIES, TOOLS, OFFICE SU...	0.00	1,368.80	
001820	BADGER METER	02/11/2025	EFT	0.00	3,468.58	9002014
80185123	Invoice	01/29/2025	UF-METER SERVICE-ADMIN	0.00	3,468.58	
002853	BUCKEYE CLEANING CENTER	02/11/2025	EFT	0.00	2,594.10	9002015
90645356	Invoice	01/28/2025	GF-JANITORIAL SUPPLIES-FAC	0.00	314.10	
90645357	Invoice	01/28/2025	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	2,280.00	
003728	COLLINS COMMUNICATIONS CO	02/11/2025	EFT	0.00	126.50	9002016
990705	Invoice	01/14/2025	PW 34 Docking unit wiring	0.00	126.50	
000361	DBC IRRIGATION SUPPLY	02/11/2025	EFT	0.00	15,125.73	9002017
55719159.001	Invoice	12/31/2024	Irrigation parts for 9th and College CIP Pro...	0.00	15,125.73	
003101	LANGUAGELINE SOLUTIONS	02/11/2025	EFT	0.00	283.72	9002018
11482864	Invoice	12/31/2024	GF-INTERPRETATON SERVICES IN DEC 202...	0.00	283.72	
001292	LIFE STORIES CHILD & FAMILY ADVOCACY	02/11/2025	EFT	0.00	450.00	9002019
11-913	Invoice	12/31/2024	GF-SERVICES FOR 4TH QTR OCT-DEC 2024...	0.00	450.00	
000768	MASEK GOLF CAR OF COLORADO	02/11/2025	EFT	0.00	414.86	9002020
01-90977	Invoice	01/21/2025	GOLF-REPAIRS TO GOLF CART-MAINT	0.00	414.86	
003316	MIGUEL IRAOLA	02/11/2025	EFT	0.00	750.00	9002021
01312025	Invoice	01/31/2025	GF-COURT INTERPRETATION SERV JANUA...	0.00	750.00	
003480	NOCO HUMANE	02/11/2025	EFT	0.00	2,780.00	9002022
1024	Invoice	12/31/2024	GF-ANIMAL SERVICES FOR OCT-DEC 2024-...	0.00	2,780.00	
000869	OPERATIONS MANAGEMENT INT	02/11/2025	EFT	0.00	312,813.48	9002023
351230-26-01	Invoice	01/01/2025	OMI Monthly Allocations	0.00	146,600.09	
351230-26-02	Invoice	02/01/2025	OMI Monthly Allocations	0.00	146,600.09	
361230-OS-CS	Invoice	12/31/2024	UF-2024 Capital Improvements-Water	0.00	19,613.30	
000862	O'REILLY AUTO PARTS	02/11/2025	EFT	0.00	1,507.73	9002024
4489-191957	Invoice	01/07/2025	GF-WIPER BLADES-STREETS	0.00	25.58	
4489-192066	Invoice	01/08/2025	GF-WIPER BLADES-STREETS	0.00	121.60	
4489-192321	Credit Memo	01/09/2025	GF-CREDIT FOR RETURN OF WIPER BLADES...	0.00	-9.60	
4489-193729	Invoice	01/16/2025	UF-PARTS FOR '15 GMC SIERRA UNIT 36-W...	0.00	698.00	
4489-195090	Invoice	01/23/2025	GF-BATTERY-STREETS	0.00	409.35	
4489-195202	Invoice	01/24/2025	GF-VAC CONNECT-STREETS	0.00	4.83	
4489-195963	Invoice	01/28/2025	GF-BATTERY-STREETS	0.00	163.02	
4489-196279	Invoice	01/29/2025	GF-FLOOR DRY-PW SHOP	0.00	94.95	
003443	PURCELL TIRE AND SERVICE CENTER	02/11/2025	EFT	0.00	1,213.24	9002025

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24-0637074-081	Invoice	12/31/2024	GF- SPARE TRACTOR TIRE- STREETS	0.00	1,213.24	
003411	ULTIMATE DENT REMOVAL LLP	02/11/2025	EFT	0.00	750.00	9002026
2216	Invoice	12/31/2024	GF-BODY LABOR, 2024 DODGE DURANGO...	0.00	750.00	
000024	ACE HARDWARE OF FORT LUPTON	02/18/2025	EFT	0.00	684.32	9002027
106785/1	Invoice	01/08/2025	GOLF-CONCRETE MIX-MAINT	0.00	45.54	
106809/1	Invoice	01/09/2025	GOLF-CONCRETE MIX, SANDBELT, SUPPLIE...	0.00	243.33	
106864/1	Invoice	01/14/2025	GOLF-MARKING PAINT-MAINT	0.00	98.90	
106890/1	Invoice	01/16/2025	GOLF-WOOD STAKE, MARKING PAINT, SU...	0.00	152.84	
106962/1	Invoice	01/22/2025	GOLF-PAINTING SUPPLIES-MAINT	0.00	97.91	
107121/1	Invoice	02/05/2025	GF-FASTENERS-MAINT	0.00	45.80	
000026	ACTIVE CABLING & COMMUNICATIONS LLC	02/18/2025	EFT	0.00	552.69	9002028
203101	Invoice	02/05/2025	GOLF-INSTALLATION OF NETWORK CAME...	0.00	552.69	
000048	AIRGAS USA LLC	02/18/2025	EFT	0.00	22.74	9002029
5514163372	Invoice	01/31/2025	GOLF-LG ACETYLENE, LG OXYGEN-MAINT	0.00	22.74	
001327	ALTA PEAK ROLLOFFS LLC	02/18/2025	EFT	0.00	495.34	9002030
4465	Invoice	02/10/2025	GF-ROLL AWAYS AT WWTP-PW SHOP	0.00	495.34	
003196	AMAZE HEALTH	02/18/2025	EFT	0.00	1,785.00	9002031
INV-7769	Invoice	01/31/2025	GF-JANUARY 2025 MONTHLY USER FEE-MI...	0.00	1,785.00	
001293	AMAZON.COM	02/18/2025	EFT	0.00	7,214.49	9002032
11KG-RQPL-JCK9	Invoice	02/05/2025	GF-PARTS/SUPPLIES-	0.00	84.03	
11KG-RQPL-JDHG	Invoice	02/05/2025	IT Amazon Orders	0.00	1,509.44	
13T4-WQGY-KVY9	Invoice	02/05/2025	GF-Office Supplies-FIN	0.00	195.91	
1H64-31KK-J3LL	Invoice	02/05/2025	CPR-SUPPLIES, OFFICE SUPPLIES-MUSEUM	0.00	68.58	
1HGH-JWM3-KN...	Invoice	02/05/2025	GF-SUPPLIES, OFFICE SUPPLIES-PD	0.00	4,577.53	
1P9P-LDFC-KN37	Invoice	02/10/2025	Amazon Prime Membership (Annual)	0.00	779.00	
001918	AXON ENTERPRISES INC	02/18/2025	EFT	0.00	165,040.30	9002033
INUS315275	Invoice	02/06/2025	GF-ANNUAL MTC FLEET 3 ADV-PD	0.00	40,092.46	
INUS320845	Invoice	02/01/2025	GF-BODY CAMERAS-PD	0.00	124,947.84	
002161	BOX INC	02/18/2025	EFT	0.00	5,618.92	9002034
INV12486635	Invoice	01/31/2025	Box Key Safe(1/31/25-6/29/25 & Premier ...	0.00	5,618.92	
002853	BUCKEYE CLEANING CENTER	02/18/2025	EFT	0.00	488.84	9002035
90648083	Invoice	02/06/2025	REC-GENERAL SUPPLIES-REC CENTER	0.00	488.84	
002122	BURNS & MCDONNELL ENGINEERING CO INC	02/18/2025	EFT	0.00	124,399.71	9002036
160868-19	Invoice	02/12/2025	UF- WATER TOWER DESIGN CO #1-WATER	0.00	79,915.35	
169164-10	Invoice	02/12/2025	UF-LIFT STATION/FORCE MAIN PROJECT R...	0.00	44,484.36	
000232	CIRSA	02/18/2025	EFT	0.00	8,353.60	9002037
INV1000812	Invoice	01/25/2025	GF-DETAINEE MEDICAL-MISC	0.00	4,775.00	
INV1000898	Invoice	01/27/2025	GF-EXCESS CRIME-MISC	0.00	3,060.00	
INV1000985	Invoice	01/28/2025	GF-2025 VAMP-MISC	0.00	322.40	
INV1001082	Invoice	01/29/2025	GF-2025 CSWAMP-MISC	0.00	196.20	
003166	CODE RED AUDITS, LLC	02/18/2025	EFT	0.00	1,290.00	9002038
INV-FTLPcds-250...	Invoice	02/04/2025	HID - 37Bit Access Cards	0.00	1,290.00	
000291	COLORADO GOLF ASSOCIATION	02/18/2025	EFT	0.00	200.00	9002039
44044	Invoice	01/31/2025	GOLF-GCA ANNUAL DUES-PRO SHOP	0.00	200.00	
002723	EAGLE ROCK COMPANY OF COLO	02/18/2025	EFT	0.00	152.80	9002040
13578847	Invoice	02/10/2025	GOLF-BEVERAGES-PRO SHOP	0.00	152.80	
000425	ELEVATION COFFEE TRADERS	02/18/2025	EFT	0.00	157.00	9002041
109303	Invoice	02/03/2025	GOLF-COFFEE-PRO SHOP	0.00	157.00	

Council Check Report

Date Range: 02/05/2025 - 02/18/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002674	HAYES POZNANOVIC KORVER, LLC	02/18/2025	EFT	0.00	6,835.00	9002042
52020	Invoice	02/10/2025	WST-Jan2025 Legal Fees-Water	0.00	6,835.00	
003260	KING SURVEYORS, LLC	02/18/2025	EFT	0.00	8,459.00	9002043
422371	Invoice	02/07/2025	Surveying	0.00	8,459.00	
000691	KONE INC	02/18/2025	EFT	0.00	140.80	9002044
871593120	Invoice	02/01/2025	REC-ELEVATOR MAINTENANCE	0.00	140.80	
000698	L.G. EVERIST, INC	02/18/2025	EFT	0.00	1,082.81	9002045
724116	Invoice	01/30/2025	UF-SQUEEGEE-W LINES	0.00	178.06	
724117	Invoice	01/30/2025	UF-SQUEEGEE-W LINES	0.00	541.34	
724783	Invoice	02/10/2025	UF-SQUEEGEE-W LINES	0.00	363.41	
003101	LANGUAGELINE SOLUTIONS	02/18/2025	EFT	0.00	229.60	9002046
11513102	Invoice	01/31/2025	GF-INTERPRETATON SERVICES FOR JANUA...	0.00	229.60	
002195	MINUTEMAN PRESS	02/18/2025	EFT	0.00	765.57	9002047
40890	Invoice	01/21/2025	GF-SUMMONS FORMS-PD	0.00	765.57	
000869	OPERATIONS MANAGEMENT INT	02/18/2025	EFT	0.00	16,280.93	9002048
351230-OS-PP	Invoice	02/10/2025	UF-2024 Capital Improvements-Water	0.00	16,280.93	
000932	R & M SERVICES	02/18/2025	EFT	0.00	1,364.41	9002049
10855	Invoice	01/14/2025	GF-WIPER BLADES-PD	0.00	68.76	
10856	Invoice	01/15/2025	GF-VEHICLE MAINTENANCE-PD	0.00	136.38	
10857	Invoice	01/15/2025	GF-VEHICLE MAINTENANCE-PD	0.00	77.37	
10858	Invoice	01/21/2025	GF-INTERSTATE BATTERY-PD	0.00	334.95	
10859	Invoice	01/21/2025	GF-VEHICLE MAINTENANCE-PD	0.00	147.93	
10862	Invoice	01/22/2025	GF-VEHICLE MAINTENANCE-PD	0.00	599.02	
000999	SHAMROCK FOODS COMPANY	02/18/2025	EFT	0.00	1,069.47	9002050
32989407	Invoice	02/07/2025	GOLF-FOOD/PREPACKAGED GOOD/SUPPLI...	0.00	1,069.47	
001101	TODD HODGES DESIGN, LLC	02/18/2025	EFT	0.00	10,400.00	9002051
3664	Invoice	02/09/2025	GF-PLANNING SERVICES JAN 27-FEB 09, 2...	0.00	10,400.00	
002158	WW BACKHOE & DOZER SERVICES INC	02/18/2025	EFT	0.00	3,251.00	9002052
27883	Invoice	02/06/2025	SST-2025 ON CALL GRADING SERVICES-SST	0.00	1,925.00	
27885	Invoice	02/06/2025	SST-2025 ON CALL GRADING SERVICES-SST	0.00	1,326.00	
000119	BANK OF COLORADO	02/07/2025	Bank Draft	0.00	7,855.27	DFT0002541
INV0001711	Invoice	02/07/2025	HSA DISTRIBUTION	0.00	7,855.27	
000119	BANK OF COLORADO	02/07/2025	Bank Draft	0.00	1,139.99	DFT0002542
INV0001712	Invoice	02/07/2025	HSA DISTRIBUTION	0.00	1,139.99	
001416	VALIC_1	02/07/2025	Bank Draft	0.00	51,969.62	DFT0002543
INV0001713	Invoice	02/07/2025	VALIC - 457(b) \$ Contributions	0.00	51,969.62	
001265	IRS	02/07/2025	Bank Draft	0.00	88,766.27	DFT0002544
INV0001714	Invoice	02/07/2025	Federal Withholding	0.00	88,766.27	
001418	CO DEPARTMENT OF REVENUE	02/07/2025	Bank Draft	0.00	14,981.00	DFT0002545

Council Check Report

Date Range: 02/05/2025 - 02/18/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001715	Invoice	02/07/2025	CO Withholding	0.00	14,981.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	221	81	0.00	304,304.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	164,712.15
EFT's	77	41	0.00	1,435,364.51
	303	132	0.00	1,904,381.62

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	221	81	0.00	304,304.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	164,712.15
EFT's	77	41	0.00	1,435,364.51
	303	132	0.00	1,904,381.62

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	2/2025	1,904,381.62
			1,904,381.62

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 4, 2025**

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, February 4, 2025. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Bruce Fitzgerald, David Crespín and Valerie Blackston. Councilmember Claud Hanes participated remotely.

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the February 4, 2025, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Valerie Blackstone and seconded by Bruce Fitzgerald to approve the Consent Agenda as presented with the following items:

- January 21, 2025 City Council Meeting Minutes
- Approving the Annual Payment of the Axon Fleet 3 Contract for an Amount Not to Exceed \$40,092.46 (AM 2025-021)
- Approving Resolution 2025R012 AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR AND THE CITY CLERK TO MAKE APPLICATIONS RELATED TO NORTHERN COLORADO WATER CONSERVANCY DISTRICT ("NCWCD") FOR TEMPORARY USE PERMITS FOR WATER ALLOTMENTS ORIGINALLY CONTRACTED TO CERTAIN OTHER ALLOTTEES FOR THE USE AND BENEFIT OF THE CITY (AM 2025-022)

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 4, 2025**

- Approve Public Works Wastewater Disposal Agreement with The Terd-inator LLC for Disposal of Domestic Wastewater to the City Sanitary Sewer System (AM 2025-023)
- Approve Resolution 2025R013 IMPLEMENTING THE ACCEPTABLE USE POLICY AND INCIDENT RESPONSE POLICY WITHIN THE CYBERSECURITY MATURITY MODEL CERTIFICATION GUIDELINES (LEVEL 1) (AM 2025-025)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2025-024 Approving a Resolution Appointing a Candidate to Fill the Ward III City Council Position Vacancy for a Term Beginning February 4, 2025 and Ending November 2025

At the November 5, 2024, General Election, Councilmember Carlos Barron was elected to House District 48, leaving a vacancy in Ward III. On December 17, 2024, Resolution 2024R071 was approved by City Council declaring a vacancy for Ward III and describing the vacancy to be filled by appointment.

Applications were available at the City Clerk's office beginning December 18, 2024. The deadline to apply was January 15, 2025 at 5:00 p.m. Applicants qualified as to age, registered voter and residency in Ward III were interviewed by City Council, on January 28, 2025, at the Town Hall meeting.

The following candidates were interviewed: Beth McWilliams, Dez Packard, Michael Sanchez, and Phil Jensen.

Mari Peña, City Clerk provided ballots to Council to cast their vote. The initial vote ended in a tie between Michael Sanchez and Beth McWilliams. Another ballot was provided to Council to vote between Michael Sanchez and Beth McWilliams. The final ballot resulted as follows:

Michael Sanchez received 3 votes and Beth McWilliams received 2 votes.

Michael Sanchez took oath to the Councilmember Ward III position and joined the Council.

It was moved by Bruce Fitzgerald and seconded by David Crespín to Approve Resolution 2025R014 Appointing Michael Sanchez to Fill the Ward III City Council Position Vacancy for a Term Beginning February 4, 2025 and Ending November 2025. Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 4, 2025**

PUBLIC HEARING

AM 2025-026 Approving an Ordinance of the City of Fort Lupton, Amending Portions of Chapter 16 – Development Code

Mayor Hubbard opened the public hearing at 6:13 p.m.

Sean McDermott, City Planner, provided an overview of the administrative changes to Chapter 16 of the Municipal Code. In Article II, a few procedural items were cleaned up and the Comprehensive Plan Amendments were formalized.

Zachary Mettler, City Planner, discussed the four types of business definitions regarding Natural Medicine and how they will fit into the development code regarding zoning and land use. The four types of Natural Medicine are: Healing Centers, Cultivation Facility, Product Manufacturer, and Testing Facility. He also presented a map showing areas of the city that may be eligible for these types of businesses.

Mayor Hubbard asked for the statute number or the senate bill that approved natural medicine. Mr. Mettler stated Article 170 of the Colorado Revised Statutes is the Natural Medicine Act of 2022. City Attorney, Andy Ausmus, indicated the Senate Bill for Natural Medicine Regulation and Legalization is SB23-290 and the Colorado Natural Medicine Code is C.R.S. 44-50-101.

Councilmember David Crespin recalled discussing zoning restrictions and wanted clarification. Mr. Mettler stated local municipalities cannot make the distance restriction of these businesses farther than what the State has put in place which is currently 1,000 feet. However, municipalities can make the distance restriction smaller.

Mayor Hubbard asked if appropriate notification was completed. Mr. Mettler stated he believes so but will double check.

Mayor Hubbard asked if anyone wanted to speak for or against the proposal. Hearing none, Mayor Hubbard closed the public hearing at 6:25 p.m.

It was moved by David Crespin and seconded by Valerie Blackstone to Approve Ordinance 2025-1184 OF THE CITY OF FORT LUPTON, AMENDING PORTIONS OF CHAPTER 16 – DEVELOPMENT CODE. Motion passed unanimously on roll call vote.

STAFF REPORTS

Beth Gudmestad, Library Director, stated plans are being made for the summer reading adventure and they will be reaching out to city departments to join them on May 28, 2025 for the kick-off.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 4, 2025**

Todd Hodges, Planning Director, stated the planning department is moving forward with the comprehensive plan and there will be more opportunities for citizens to participate.

MAYOR/COUNCIL REPORTS

Mayor Hubbard stated she has been contacted by the Auditors and they had a very interesting conversation.

Councilmember Michael Sanchez thanked Council for their trust in appointing him to serve as the councilmember for Ward III.

FUTURE CITY EVENTS

February 5, 2025 Coffee with a Cop, Fort Lupton Recreation Center, 8 a.m. - 9 a.m.

February 17, 2025 City Offices Closed in Observance of President's Day

UPCOMING MEETINGS

February 11, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

February 18, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

February 25, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

March 4, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:29 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

ORDINANCE NO. 2025-1182

INTRODUCED BY: CLAUD HANES

AN ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE DEDICATION OF A 12.5-FOOT WIDE PUBLIC RIGHT OF WAY PARALLEL WITH THE SECTION LINE OF COUNTY ROAD 16, CONTAINING 1.22 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO ALONG THE FRONTAGE OF THE LUPTON NORTH SUBDIVISION, WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO.

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 7TH DAY OF JANUARY 2025.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 7th day of January 2025.

PUBLISHED in the Fort Lupton Press the 16th day of January 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 18th day of February 2025.

PUBLISHED BY TITLE ONLY the 27th day of February 2025.

EFFECTIVE (after publication) the 29th day of March 2025.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ORDINANCE NO. 2025-1183

INTRODUCED BY: CHRIS CERETTO

A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE DEDICATION OF A 42.5-FOOT WIDE PUBLIC RIGHT OF WAY PARALLEL WITH THE SECTION LINE OF COUNTY ROAD 25 AND 55 FEET NORTH OF THE SOUTH SECTION LINE OF COUNTY RD 18 , CONTAINING 5.24 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO.ALONG THE FRONTAGE OF THE CITY OF THORNTON PROPERTY, LUPTON MEADOWS LAND CO DIV NO 3 CASE NO. RES22-0005 THE EAST ½ OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 67W OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 21ST DAY OF JANUARY 2025.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of January 2025.

PUBLISHED in the Fort Lupton Press the 6th day of February 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 18th day of February 2025.

PUBLISHED BY TITLE ONLY the 27th day of February 2025.

EFFECTIVE (after publication) the 29th day of March 2025.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving the Annual Payment to Weld County Communications for the Dispatch Service Agreement in the Amount of \$98,297.00.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton has an agreement with Weld County Communications to provide public safety dispatching and telephone emergency communication. The service agreement includes Fort Lupton's share of public safety communication costs (\$92,097.00) and public safety wireless maintenance (\$6,200). The total 2025 cost for service is \$98,297.00.

FINANCIAL CONSIDERATIONS

Funding for this payment was included in the approved 2025 PD Dispatch Contractual Services budget.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends paying the agreement.

Attachments: a. Invoice from Weld County Communications
 b. Exemption Request Form

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Please Remit Payment To:
Weld County
C/O Crystal Pratt
1551 N 17th Ave #2
Greeley, CO 80631



Invoice

Work Order: 104758

Page 1 of 1

INVOICE PREPARED BY
Crystal Pratt
970-400-2899

TERMS
Due on receipt

FPPD	Date In: 1/29/2025 7:05:47 AM	Bill To: Fort Lupton PD
Fort Lupton PD	Date Out: 1/29/2025 7:05:47 AM	130 S. McKinley Ave.
130 S. McKinley Ave.		
		Fort Lupton, CO 80621
Fort Lupton, CO 80621		7204666131
Service Requested: 2025 Annual Dispatch Services Cost Allocation & Wireless Services Radio Maintenance		Action Taken:

Parts Budget Code:

Qty	Item	Description	Part Price	Ext Total	Billable
1	WCRCC CA	Public Safety Communications Cost Allocation for Dispatch Services	\$92,097.00	\$92,097.00	\$92,097.00
1	PSWC CA	Public Safety Wireless Annual Maintenance	\$6,200.00	\$6,200.00	\$6,200.00
		Parts Total		\$98,297.00	\$98,297.00

Grand Total **\$98,297.00**

Make all checks payable to WELD County
Please reference your invoice number or include a copy of the invoice when submitting payment. Thank you.
If you have any questions concerning this invoice contact Crystal Pratt cpratt@weldgov.com

1/29/2025 7:06:26 AM

City of Fort Lupton
Exemption Request Form

Per the resolution adopted by City Council on 12/5/2023 adopting procurement policies effective 1/1/2024, there are exemptions to formal procurement. If the reason for exemption is hardship, sole source, or professional services over \$30,000, this form must be completed by the Department Head and the proper approval must be obtained.

Supplies, Products, Services Desired to be Purchased: Weld County Communications – 2025 Annual Dispatch Service Cost

Which reason is this exemption request form being used: Sole Source

Justification for Exemption (can also attach if desired):

Public Safety Dispatching and telephone emergency services is provided through a regional communication center. The City of Fort Lupton is contracted with Weld County Communications to provide public safety communication services, with the cost split among all participating agencies. The 2025 total cost is \$98,297.00.


Department Head Signature

1/30/2025
Date


Finance Director Signature

1/30/2025
Date


City Administrator Signature

2/3/25
Date



SUBJECT FOR DISCUSSION

Approving a Resolution Establishing the Planning Advisory Committee to Work on Updating the Comprehensive Plan Adopted in 2018.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Council and staff discussed the creation of an Ad-Hoc committee for the planning and community outreach work to update the 2018 Comprehensive Plan.

The committee will be made up of citizens that reflect the City's broad interests, the make-up of the committee will include as follows:

Planning Commission	2
City Council	1
Staff Representative	3
Business Representative	1
Youth Representative	1
FLURA Representative	1
Citizen Representatives	2
Total	11

The Planning Commission, FLURA and City Council would be responsible for appointing their members to the Planning Advisory Committee. Staff, Business, Youth and Citizen Representatives would have to apply and be appointed from a group of those interested in serving; Community Development Staff will review applications and submit recommendations to City Council. It should be noted that the staff representative is intended to be staff outside of the Community Development Office.

FINANCIAL CONSIDERATIONS

None noted

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

Approve the Resolution establishing the Ad-Hoc Planning Advisory Committee

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025R015

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON TO CREATE A PLANNING ADVISORY COMMITTEE FOR THE PLANNING AND OUTREACH OF THE COMPREHENSIVE PLAN UPDATES

WHEREAS, the City Council desires to create a Planning Advisory Committee to work on updating the Comprehensive Plan adopted in 2018; and

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

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

NOW, THEREFORE BE IT RESOLVED that the City of Fort Lupton hereby establishes general guidelines for the Planning Advisory Committee by approving Exhibit “A” herein included.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 18TH DAY OF FEBRUARY, 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"

Planning Advisory Committee:

Purpose: The Planning Advisory Committee is established to assist the City in updating the 2018 Comprehensive Plan, with the goal of creating a shared community vision for 2050 that meets the needs and desires of those who live, work, and play in Fort Lupton.

1. The Planning Advisory Committee is a temporary Ad-Hoc committee who shall have the broad authority to work with City staff in evaluating the City's current Comprehensive Plan, identifying necessary updates, changes, and additions, and providing input towards the final plan to be approved by Planning Commission and City Council.
2. Due to the nature of this type of "long-term" visioning, the Committee shall consist of a wide spectrum of the community that will encompass the interests of all users including youth, business, government, and the city as a whole. The members shall consist of one who shall be a member of the City Council, two who shall be members of the Planning Commission, three who shall be members of City staff, one who shall represent the City's businesses, one who shall represent the City's youth, one who shall represent FLURA, and two Fort Lupton residents, appointed by the Mayor and ratified by the City Council.
3. The Committee shall take measures to engage and solicit input from the public. The Committee may be as creative and innovative as they desire, but this stipulation should include public meeting(s).
4. The Committee shall operate under the same general guidelines as stated in Resolution No. 2018R045 governing advisory committees.
5. The Committee shall terminate upon Planning Commission and City Council approval of the updated Comprehensive Plan or at the point the Planning Director or City Council feels its task is complete.



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of Karina Gonzalez to the Planning Commission as a Regular Member for a Three-year Term Beginning February 18, 2025, and Ending February 18, 2028.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Karina Gonzalez lives in the City and has expressed an interest in serving on the Planning Commission and has submitted an application for appointment as a regular member to the Commission. Section 2-182 of the Fort Lupton Municipal Code allows up to seven members to serve on the Planning Commission with one alternate to sit as a regular member, should a regular member be absent.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The Mayor has statutory authority under C.R.S. 31-23-203, and Section 2-182 of the Fort Lupton Municipal Code, to appoint members of the public to fill vacancies on the Planning Commission.

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

1. Approve a resolution appointing Karina Gonzalez as a regular member of the Planning Commission; or
2. Do not approve a resolution appointing Karina Gonzalez as a regular member of the Planning Commission.

STAFF RECOMMENDATIONS

Staff recommends approval of Karina Gonzalez appointment to the Planning Commission for a term ending on February 18, 2028.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF KARINA GONZALEZ AS A REGULAR MEMBER OF THE PLANNING COMMISSION FOR A TERM BEGINNING FEBRUARY 18, 2025 AND ENDING FEBRUARY 18, 2028.

WHEREAS, the Mayor of Fort Lupton under C.R.S. 31-23-203 and Municipal Code Section 2-182, has the authority to fill vacancies on the Planning Commission and hereby exercises the right to appoint Karina Gonzalez to the Planning Commission as a regular member; and

WHEREAS, the City Council may ratify the appointments by the Mayor to serve on the Planning Commission; and

WHEREAS, there is a vacancy on the Planning Commission; and

WHEREAS, Karina Gonzalez has expressed interest in serving on the Planning Commission; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Karina Gonzalez to serve as a regular member to the Planning Commission beginning February 18, 2025 and ending February 18, 2028.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 18th DAY OF FEBRUARY 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of Ashley Greene to the Planning Commission as an Alternate Member for a Three-year Term Beginning February 18, 2025, and Ending February 18, 2028.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Ashley Greene lives in the City and has expressed an interest in serving on the Planning Commission and has submitted an application for appointment as an alternate member to the Commission. Section 2-182 of the Fort Lupton Municipal Code allows up to seven members to serve on the Planning Commission with one alternate to sit as a regular member, should a regular member be absent.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The Mayor has statutory authority under C.R.S. 31-23-203, and Section 2-182 of the Fort Lupton Municipal Code, to appoint members of the public to fill vacancies on the Planning Commission.

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

1. Approve a resolution appointing Ashley Greene as an alternate member of the Planning Commission; or
2. Do not approve a resolution appointing Ashley Greene as an alternate member of the Planning Commission.

STAFF RECOMMENDATIONS

Staff recommends approval of Ashley Greene's appointment to the Planning Commission for a term ending on February 18, 2028.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF ASHLEY GREENE AS AN ALTERNATE MEMBER OF THE PLANNING COMMISSION FOR A TERM BEGINNING FEBRUARY 18, 2025 AND ENDING FEBRUARY 18, 2028.

WHEREAS, the Mayor of Fort Lupton under C.R.S. 31-23-203 and Municipal Code Section 2-182, has the authority to fill vacancies on the Planning Commission and hereby exercises the right to appoint Ashley Greene to the Planning Commission as an alternate member; and

WHEREAS, the City Council may ratify the appointments by the Mayor to serve on the Planning Commission; and

WHEREAS, there is a vacancy on the Planning Commission; and

WHEREAS, Ashley Greene has expressed interest in serving on the Planning Commission; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Ashley Greene to serve as an alternate member to the Planning Commission beginning February 18, 2025 and ending February 18, 2028.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 18th DAY OF FEBRUARY 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving a Resolution to Increase the Sewer Reg85 Fee and Create a Commercial Water Base Fee Based on Tap Size.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

There have been no changes to the water base fees since 2020. The current proposed increase is for increases in costs of operations and capital improvements as well as debt service.

The Reg85 fee will increase \$0.70 per single family residential equivalent (SFRE).

Staff is proposing creating a commercial base fee with a rate of \$7.25 per SFRE. There will be no change to the residential base fees. Commercial taps under 1 inch will not increase with the new rate structure.

		Proposed Fees		Current Fees	
Tap Size	SFRE	Water Base	Reg85 Fee	Water Base	Reg85 Fee
Residential	1	NO CHANGE	\$20.70	\$ 34.65	\$20.00
Commercial					
¾"	2	NO CHANGE	41.40	\$34.65	40.00
1"	4.8	34.80	99.36	34.65	96.00
1 ½"	11	79.75	227.70	34.65	220.00
2"	20	145.00	414.00	34.65	400.00
3"	43	311.75	890.10	34.65	860.00
4"	83	601.75	1,718.10	34.65	1,660.00
6"	102	739.50	2,111.40	34.65	2,040.00
8"	218	1,580.50	4,512.60	34.65	4,360.00

SFRE for multi-family taps are based on the number of residential units the tap feeds. Example: An apartment building with a two-inch tap that serves 10 apartments would be charged for 10 SFREs instead of the 20 SFREs based on the tap size.

FINANCIAL CONSIDERATIONS

The increase in the Reg85 fee is estimated to increase revenue \$42,788 annually.

The new Commercial Water Base fee is estimated to increase revenue \$125,679 annually.

LEGAL/POLITICAL CONSIDERATIONS

Notice was published in the Fort Lupton Press' January 9th edition, meeting the requirements of Municipal Code Section 13-26(a).

ALTERNATIVES/OPTIONS

Make no changes to the water and sewer base fees.

STAFF RECOMMENDATIONS

Staff seeks direction.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

- a. Proposed Resolution
- b. Presentation

RESOLUTION NO. 2025R018

A RESOLUTION OF THE UTILITY ENTERPRISE BOARD OF THE CITY OF FORT LUPTON AMENDING WATER AND SEWER RATES FOR FORT LUPTON CUSTOMERS

WHEREAS, a specific level of revenue is required by revenue bonds and/or loans in both water and sewer in order to comply with rate maintenance covenants; and

WHEREAS, Sections 13-136(b) and 13-26(c) of the Fort Lupton Municipal Code requires a review of water and sewer rates at least once every year and to be revised if necessary to cover costs of the system; and

WHEREAS, the Utility Enterprise Board evaluated the Enterprise's compliance with its bond covenants and other factors sufficient to determine if and how much water and sewer rates should be adjusted; and

WHEREAS, the Utility Enterprise Board has published the proposed rates and one public hearing as required by Sections 13-26(a) and 13-136(a) of the Fort Lupton Municipal Code and has determined that it is necessary to increase overall water and sewer revenues to ensure compliance with its bond covenants and meet capital needs and, furthermore, necessary to establish a tiered water rate structure to encourage water conservation; and

WHEREAS, all sewer customers will have their Reg85 fee increased \$0.70 per month per single family residential equivalent; and

WHEREAS, non-residential water customers with taps one (1) inch and larger will have a water base fee of \$7.25 per single family residential equivalent; and

NOW, THEREFORE, BE IT RESOLVED that the Utility Enterprise Board of the City of Fort Lupton hereby amends the water and sewer utility rates by approving Exhibit "A" herein included, to become effective on February 28, 2025 for all customers regardless of the source or use of the water.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE APPOINTED TO THE UTILITY ENTERPRISE BOARD THIS 18TH DAY OF FEBRUARY, 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Finance Department
130 S. McKinley Avenue Phone: 303-857-6694
Fort Lupton, CO 80621 Fax: 303.857.6090
www.fortluptonco.gov

WATER & SEWER RATE SCHEDULE
2/28/2025

WATER:

MONTHLY BASE FEES:	Water Base Fee:	3/4" Residential	\$34.65
	Commerical tap based on size of meter:		
		3/4"	\$34.65
		1"	\$34.80
		1.5"	\$79.75
		2"	\$145.00
		3"	\$311.75
		4"	\$601.75
		6"	\$739.50
		8"	\$1,580.50

WATER USAGE:

(Billed per 1,000 gallons used)

Potable Water:	0 - 12,000 Gallons	\$4.98
	12,001 - 20,000 Gallons	\$7.12
	> 20,000 Gallons	\$9.58
Non-Potable Water:	0 - 12,000 Gallons	\$2.50
	12,001 - 20,000 Gallons	\$2.75
	> 20,000 Gallons	\$3.00
Bulk Water:		\$12.00

SEWER:

MONTHLY BASE FEES:	Sewer Base	\$16.60
	For Non-Metered Accounts Only	\$38.75
Reg85 Fee:	Single Family Home, Multi-Family <u>per unit</u>	\$20.70
	Commerical tap based on size of meter:	
	3/4"	\$41.40
	1"	\$99.36
	1.5"	\$227.70
	2"	\$414.00
	3"	\$890.10
	4"	\$1,718.10
	6"	\$2,111.40
	8"	\$4,512.60

SEWER USAGE:

(Billed per 1,000 gallons of water used - summer sewer average may apply)

Summer Sewer: For those that irrigate lawn or landscaping in Mar. - Oct., sewer usage may be based on avg. water used in preceeding Dec. - Feb. if average usage is at least 100 gallons otherwise City avg. usage of class is used. Customer may request actual to be used but may not switch back in that year.

STORM DRAINAGE:

MONTHLY BASE FEES:	Residential		\$3.80
	Non-Residential	Based on sq. footage of non-greenbelt area on property (\$3.80 minimum - \$83.34 maximum)	\$0.000346

MISC FEES:

Late fee if past due amount not paid within 5 days of due date on bill	\$15.00
Water turn on by City	\$15.00
Water meter read by City other than normal monthly read for billing	\$15.00
Water meter check for leak, high consumption, frozen meter, etc. (1 free one per calendar year)	\$15.00
Returned payment fee (cash, money order, credit card only after second one received by City)	\$25.00
Independent testing of water meter (\$75 rebate given if meter found to be outside certified limits)	\$75.00
New construction water usage to be paid at time building permit is obtained	\$100.00
Meter tamper fee (materials to fix or replace meter will also be charged)(Court fees may also apply)	\$100.00
Hydrant meter water usage is billed at \$12.00/1,000 gallons used. A permit is required to access one of our hydrants.	

All accounts will be charged the monthly service charges for water, sewer, and storm drain whether water is turned on or off.

Water Base & Reg85 Fee Adjustments



By: Leann Perino

Title: Water Base & Reg85 Fee Increases

Reg85 Fee \$0.70 Increase per SFRE

Tap Size	SFRE	Monthly Increase	Annual Increase	New Monthly Fee	New Annual Fee	Current Annual Fee
¾ Residential	1	\$ 0.70	\$ 8.40	\$ 20.70	\$ 248.40	\$ 240.00
¾ Commercial	2	1.40	16.80	41.40	496.80	480.00
1	4.8	3.36	40.32	99.36	1,192.32	1,152.00
1 ½	11	7.70	92.40	227.70	2,732.40	2,640.00
2	20	14.00	168.00	414.00	4,968.00	4,800.00
3	43	30.10	361.20	890.10	10,681.20	10,320.00
4	83	58.10	697.20	1,718.10	20,617.20	19,920.00
6	102	71.40	856.80	2,111.40	25,336.80	24,480.00
8	218	152.6	1,831.20	4,512.60	54,151.20	52,320.00

*** Estimated Annual Revenue Increase \$42,788



Commercial Water Base Fee



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- At this time all water users pay the same water base fee of \$34.65 a month
- Staff is proposing new base rate structure based on single family residential equivalents (SFRE).
- Users with a $\frac{3}{4}$ " tap will not be effected by the change

Fort Lupton
COLORADO

Commercial Water Base Fee \$7.25 per SFRE

Tap Size	SFRE	Monthly Increase	Annual Increase	New Monthly Fee	New Annual Fee	Current Annual Fee
¾ Residential	1	\$ -	\$ -	\$ 34.65	\$ 415.80	\$ 415.80
¾ Commercial	1	-	-	34.65	415.80	415.80
1	4.8	0.16	1.92	34.80	417.60	415.80
1 ½	11	45.11	541.32	79.75	957.00	415.80
2	20	110.36	1,324.32	145.00	1,740.00	415.80
3	43	277.11	3,325.32	311.75	3,741.00	415.80
4	83	567.11	6,805.32	601.75	7,221.00	415.80
6	102	704.86	8,458.32	739.50	8,874.00	415.80
8	218	1,545.86	18,550.32	1,580.50	18,966.00	415.80

*** Estimated Annual Revenue \$125,679



SUBJECT FOR DISCUSSION

Approving a Resolution for the Subdivision Improvements Agreement Between the City of Fort Lupton and COLA, LLC, for the Murata Farms Filing 2 Townhomes Subdivision Improvements Agreement

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This Subdivision Improvement Agreement was drafted for the Murata Farms Filing No. 2 Townhomes, Case No. PPL2023-003 & Plan No. FPL2024-042 (the "Plat "), approved by City Council on August 6, 2024 by Resolution No. 2024R042, which is located southwest of the Highway 52 and College Ave. intersection.

Improvements are for the construction of water, nonpotable water and sanitary sewer main extensions, roadway construction, and landscape and storm drainage system improvements. Approximate cost of this agreement for construction is \$658,719.00.

Resolution No. 2024R042, approved by Council on August 6, 2024 requires the applicant to enter into a Subdivision Improvements Agreement.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

Staff recommends approving the Subdivision Improvement Agreement.

- Attachments:**
- a. Proposed Resolution
 - b. Subdivision Improvement Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE COLA, LLC SUBDIVISION IMPROVEMENT AGREEMENT OF THE MURATA FARMS FILING 2, LOCATED IN FORT LUPTON, WELD COUNTY, COLORADO.

WHEREAS, The Final PUD Plat FPL2024-001 was approved by the City of Fort Lupton City Council on August 6, 2024, by Resolution No. 2024R042 with a condition of approval requiring a Subdivision Improvements Agreement; and

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

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

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

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 18th DAY OF FEBRUARY 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303-857-6694

Fax: 303.857.0351

www.fortluptonco.gov

SUBDIVISION IMPROVEMENTS AGREEMENT FOR MURATA FARMS FILING 2 TOWNHOMES (Residential)

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between the **CITY OF FORT LUPTON**, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **COLA, LLC**, a Colorado limited liability company hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, the Developer submitted a Final Plat entitled "Murata Farms Townhomes Filing No. 2, Project No. "PPL2023-003" (the "Plat"), which depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the Plat, which is the "Subject Property"; and

WHEREAS, the Final PUD Plat was approved by the City of Fort Lupton City Council on August 6, 2024, by Resolution No. 2024R042 with a condition of approval requiring a Subdivision Improvements Agreement; and

WHEREAS, the Developer is required to submit Construction Drawings for the Development to be approved by the City Engineer; and

WHEREAS, the Developer is required to construct certain public improvements (the "Improvements") as a condition of Final Plat and subdivision approval for the Development; and

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

1.9 Insurance OSHA. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance and shall require faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

(a). **OSHA Requirements.** Developer agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Developer's Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Developer acknowledges and agrees that with respect to the scope of work under this contract, Developer's Contractor shall comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances and shall comply with all obligations and assume all responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations.

2.0 CONSTRUCTION OF IMPROVEMENTS

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

3.0 INFRASTRUCTURE IMPROVEMENTS

3.1 Public Improvements. The Developer agrees to construct phased public improvements (the "Improvements"), within the Subdivision, depicted on **Exhibit "A"** attached hereto and fully incorporated herein by this reference. The Developer shall be responsible for providing the City with a Security Bond, Letter of Credit, or cash deposit with the City (the "Security") guaranteeing installation of the Improvements that are not completed prior to issuance of the first building permit for each Phase. The amount shall be one hundred twenty-five percent (125%) of the applicable phased estimated cost of the required Improvements per **Exhibit "B"** (updated with current construction costs at time of Phase construction) attached hereto and fully incorporated herein by this reference. The City may accept portions of the Improvements, reducing the Security for each portion completed and accepted by the City, to no less than twenty-five percent (25%) of the actual or estimated construction costs, whichever is greater, for each completed system. Each Improvement phase shall define a system, i.e. roadways system, sewer system, water system. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer's warranty during the designated warranty period. A warranty period of two (2) years as set forth in Section 1.6 hereof shall apply to all public improvements. The City shall release or return the Security to the Developer within Thirty (30) days of receipt of the Conditional Acceptance as provided in paragraph 1.5 herein, less the twenty-five percent (25%) of construction costs to be retained during the warranty period. Upon Final Acceptance of the Improvements as provided in paragraph 1.6 herein, the twenty-five percent (25%) Security retained during the warranty period shall be released or returned to the Developer within Thirty (30) days of issuance of the Final Acceptance.

3.2 Non-Potable Water Public Improvements. The Developer will construct non-potable water main improvements (the "NPW") for the purposes of providing raw water to the Development for landscape irrigation. Construction and probationary acceptance of the NPW shall entitle the Developer to the Raw Water Equivalents per Paragraph 6.4 of this Agreement. No tap fees shall be incurred for the NPW on any lot in the Development; however, applicable meter costs shall be apply per the current meter fee schedule at the time of building permit application for each individual lot.

3.3 Offsite Infrastructure Improvements

The Developer agrees to provide construction of certain improvements located outside of the Subdivision (the "Offsite Improvements") depicted on **Exhibit "C"** attached hereto and fully incorporated herein by this reference. Certificate of Occupancy for lots within the subdivision shall not be issued until offsite improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of recording. Surety in the amount of 25% shall be provided, at the time of recording, for

improvements that have received construction acceptance under the terms of this agreement. The Offsite Improvements shall be constructed so as to coincide with installation of the onsite infrastructure improvements for the Subdivision. The Offsite Improvements are summarized as follows:

4.0 LANDSCAPE, PARK AND TRAIL IMPROVEMENTS

The Developer agrees to construct certain Landscape, Park and Trail improvements located within the Subdivision (the "Landscape, Park and Trail Improvements") per the approved P.U.D. referenced as **Exhibit "C"** attached hereto and fully incorporated herein by this reference, as part of the Phase Improvements. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Landscape, Park and Trail Improvements as shown on **Exhibit "C"**. The Landscape, Park and Trail Improvements are depicted on the Murata Farms Preliminary Plat/PUD submittal of Landscape Plans submitted dated February 7, 2025, incorporated herein by reference.

5.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the Improvements described on **Exhibit "B"** Public Improvements and **Exhibit "C"** Landscape and Park Improvements. All streets within the Subdivision shall be constructed to City Standards and Specifications per the approved Construction Plans and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. Detention pond improvements will be required at the time of construction on the site as determined by the Phase III Drainage Study submitted.

6.0 OTHER REQUIREMENTS

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

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

6.3 Colorado Big Thompson (CBT) Water Shares or equivalent. Developer agrees to dedicate to the City the appropriate water required by the applicable City Codes and regulations and deliverable to the City Water Treatment Plant at the time of development. The City will not receive dedication or supply water service to the project until and unless the subject property is included within the Northern Colorado Water Conservancy District and Municipal Sub-District. The Developer may, at its discretion, elect to pay cash-in-lieu to the City to satisfy the CBT water dedication requirement in accordance with City Council Resolution 2020R060. Said cash-in-lieu

payments will be made on a per-lot basis at the time of Final Plat recordation. Dedicated CBT water shares shall remain attached to platted lots.

6.4 Equivalent Shares. The City herein agrees that the Developer may satisfy the CBT Water Shares or equivalent requirement of Paragraph 6.3 by purchasing equivalents via cash-in-lieu at a cost of 25% of current market price or \$17,500 (whichever is more) per platted lot, in accordance with Resolution No. 2020R060. The development must include extension and installation of a dual water system and provide irrigation water from the City's well system.

6.5 Off-Site Public Improvements Cost Shares. The City executed a Cost Recovery Agreement with the Mountain Sky Metropolitan District for public improvements that benefit this development. Reimbursement payment to the City will be required pursuant to the Cost Recovery Agreement following issuance of District bonds based on the following:

Water Main Extension	\$563.17 per ¾" service tap
Non-potable Water Main Extension	\$214.12 per ¾" service connection
S College Avenue Paving	\$277,273.79 (half of paved section along frontage)
Highway 52 Deceleration Lane	To Be Determined based on proportionate share of Traffic Study traffic count
Highway 52 Signal Light	To Be Determined based on proportionate share of Traffic Study traffic count

7.0 MISCELLANEOUS TERMS

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

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

7.3 Binding Effect of Agreement/Assignment. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Developer shall have the right by written instrument to assign its rights and obligations hereunder to any successor owner of the Subject Property, which assignment and assumption may be accomplished on a Phase by Phase basis. Developer shall provide written notice to the City of any such assignment and assumption, along with a copy of the executed assignment and assumption instrument.

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

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

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

DEVELOPER: c/o COLA, LLC
555 Middle Creek Pkwy #500.
Colorado Springs, CO 80921
Attention: Tim Buschar

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

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

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

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

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

7.10 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

7.11 APPROVAL REQUIRED. This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303-857-6694
Fax: 303.857.0351

www.fortluptonco.gov

Exhibit "A" to Murata Farms Townhomes SIA Improvements by Phase



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303-857-6694
Fax: 303.857.0351

www.fortluptonco.gov

Exhibit "B" to Murata Farms Townhomes SIA

Cost of Improvements by Phase



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303-857-6694
Fax: 303.857.0351

www.fortluptonco.gov

Exhibit "C" to Murata Farms Townhomes SIA
Cost of Landscape, Park and Trail Improvements by Phase



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303-857-6694
Fax: 303.857.0351

www.fortluptonco.gov

Exhibit "D" to Murata Farms Townhomes SIA

Phasing Map