



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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

- a. March 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. March 4, 2025 City Council Meeting Minutes
- b. AM 2025-043 Authorize the Mayor to Execute an Agreement to Lease 200 Acre Feet Equivalent Colorado Big Thompson Water Units to Town of Eaton for a Three-Year Period
- c. AM 2025-044 Accepting a Proposal from Titan Machinery for a Case SR210B Skid Steer with Attachments for an Amount Not to Exceed \$65,500.00 to be Paid from the Capital Improvements Program Parks Department
- d. AM 2025-047 Approving a Resolution Ratifying the Mayor's Appointment of Candidates to the Planning Advisory Committee for a Term Beginning March 18, 2025 and Ending Upon Adoption of the Comprehensive Plan Update

Action Memorandum

- a. AM 2025-045 Adopting a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the 1.21 Annexation and Setting the Public Hearing for May 6, 2025
- b. AM 2025-042 Award of Contract to Kimley Horn and Associates, Inc. for an Amount Not to Exceed \$155,037.00 for the 14th Street Storm Sewer Trunk Line Project from the Storm Drainage Fund
- c. AM 2025-046 Approving a Resolution of the City Council of Fort Lupton Authorizing the Submittal of a Rural Economic Development Initiative (REDI) Grant with the Colorado Department of Local Affairs (DOLA) for Fort Lupton Wastewater System Improvements for a Project Cost Estimate of \$100,000.00

Information Memorandum

- a. IM 2025-005 Awarded Contract to EPS Group Survey Services for the 9th Street Drainage Project for an Amount Not to Exceed \$11,200.00 from the Storm Drainage Enterprise Fund

Staff Reports

Mayor/Council Reports

Future City Events

- a. March 27, 2025 Taste of Fort Lupton, Fort Lupton High School Commons, 5 p.m. -7 p.m.
- April 2, 2025 Coffee with a Cop, Fort Lupton Recreation Center, 8 a.m. - 9 a.m.
- April 10, 2025 Curbside Spring Clean-Up Day (For Seniors and/or Disabled Residents)
- April 12, 2025 Easter Egg Hunt, Community Park, 203 S. Harrison Ave., 9 a.m.
- April 12, 2025 Spring Clean-Up Day, 800 12th St. 8 a.m. - 12 p.m.
- April 16, 2025 Annual Spaghetti Dinner, Recreation Center, 203 S. Harrison Ave., 5 p.m. - 6 p.m.
- April 21 - 25, 2025 Hillside Cemetery Annual Clean-up Days
- April 23-26, 2025 Fields of Honor, Pearson Park

Upcoming Meetings

- a. March 25, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- April 1, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- April 8, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- April 15, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 03/05/2025 - 03/18/2025

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						
003775	ALLSTAR ENTERTAINMENT	03/11/2025	Regular	0.00	500.00	104265
041625	Invoice	01/16/2025	CPR-PERFORMANCE ON 04/16/25 FOR SP...	0.00	500.00	
000108	AUSMUS LAW FIRM PC	03/11/2025	Regular	0.00	8,300.00	104266
9303	Invoice	03/01/2025	GF-2025 City Attorney Services-Legal	0.00	6,500.00	
9310	Invoice	03/01/2025	GF-PROSECUTION SERVICES FOR FEBRUAR...	0.00	1,800.00	
002361	BRANDI MARTINEZ	03/11/2025	Regular	0.00	200.00	104267
CIT#133394-1A	Invoice	02/27/2025	GF-RESTITUTION PAYMENT-	0.00	200.00	
000183	CALLAWAY GOLF SALES COMPANY	03/11/2025	Regular	0.00	362.78	104268
939240505	Credit Memo	01/01/2025	GOLF-CREDIT FOR RETURNS-PRO SHOP	0.00	-1,522.20	
939240506	Credit Memo	01/01/2025	GOLF-CREDIT FOR RETURNS-PRO SHOP	0.00	-1,905.76	
939559952	Invoice	01/30/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,391.21	
939574939	Invoice	01/31/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	419.86	
939578383	Invoice	01/31/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	299.91	
939625517	Invoice	02/07/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	864.76	
939731648	Invoice	02/24/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	815.00	
000182	CEM SALES & SERVICE INC	03/11/2025	Regular	0.00	3,530.00	104269
165515	Invoice	02/20/2025	REC-REPAIR LEISURE CLORINE BOOSTER P...	0.00	3,245.00	
165520	Invoice	02/13/2025	REC-SPA JET PUMP FLOW SERVICE-REC CE...	0.00	285.00	
000215	CHALLENGER TEAMWEAR	03/11/2025	Regular	0.00	2,206.00	104270
1265714-IN	Invoice	02/25/2025	CPR-SOCCER UNIFORMS-ATHLETICS	0.00	2,206.00	
003198	CITY OF BRIGHTON	03/11/2025	Regular	0.00	60,516.69	104271
021225	Invoice	03/05/2025	GF-2025 Victim Advocacy Services-PD	0.00	60,516.69	
000239	CITY OF FORT LUPTON	03/11/2025	Regular	0.00	50.00	104272
CIT#133524-1	Invoice	02/27/2025	GF-CITATION #1033524-1, RESTITUTION-	0.00	50.00	
000241	CITY OF FT LUPTON-UTIL INVOICE	03/11/2025	Regular	0.00	8,408.81	104273
110035001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	145.00	
110036002 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	99.43	
110221001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	145.00	
110222001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	145.00	
11-02490-01 FEB...	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	208.45	
110251001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	79.75	
11-02520-01 FEB...	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	605.55	
11-02521-01 FEB...	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	92.65	
330025001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	145.00	
330031001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	145.00	
330045001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	152.05	
330092001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	145.00	
330166001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	98.23	
330920000 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	34.65	
550055501 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	163.50	
550057001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	781.87	
550057601 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	2,530.37	
550057701 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	311.75	
660092001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	145.00	
770109501 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	34.80	
770116501 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	34.80	
77-02145-01 FEB...	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	38.45	

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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	
770229001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	145.00	
770229501 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	601.75	
770229601 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	34.80	
770231101 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	34.65	
990004001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	145.00	
990004101 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	92.65	
990005001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	267.26	
990006001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	34.80	
990007001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	34.80	
990008001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	34.80	
990132001 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	605.55	
999910000 FEB25	Invoice	02/01/2025	Water/Sewer Bill-City	0.00	96.45	
	Void	03/11/2025	Regular	0.00	0.00	104274
	Void	03/11/2025	Regular	0.00	0.00	104275
001949	CIVIL RESOURCES LLC	03/11/2025	Regular	0.00	11,958.00	104276
19-305.02.01	Invoice	02/27/2025	UF-LAGOON SLURRY WALL PROJECT-WAT...	0.00	9,997.00	
19-305.02.01A	Invoice	02/27/2025	UF-LAGOON STORAGE PROJECT 50% DESI...	0.00	1,961.00	
002651	COLORADO COMMUNITY MEDIA	03/11/2025	Regular	0.00	80.60	104277
130807	Invoice	02/28/2025	GF-LEGAL/PUBLIC NOTICES-CITY CL	0.00	80.60	
003740	COLORADO PORTABLES LLC	03/11/2025	Regular	0.00	340.00	104278
127642	Invoice	02/27/2025	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	210.00	
127643	Invoice	02/27/2025	GF-PORTABLE TOILET SERVICES @ HERITA...	0.00	130.00	
000306	COMCAST BUSINESS	03/11/2025	Regular	0.00	2,516.39	104279
233564715	Invoice	03/01/2025	Comcast Phones	0.00	2,516.39	
000307	COMCAST CABLE COMM, LLC	03/11/2025	Regular	0.00	262.15	104280
0025494 MAR25	Invoice	03/01/2025	GOLF-MARCH 2025 CABLE SERVICE-PRO S...	0.00	48.40	
0147405 MAR25	Invoice	03/01/2025	CPR-PHONE/INTERNET FOR MARCH 2025...	0.00	213.75	
001517	CORE&MAIN LP	03/11/2025	Regular	0.00	215.00	104281
W456033	Invoice	02/17/2025	UF-PARTS-W LINES	0.00	215.00	
000340	CUMMINS SALES AND SERVICES	03/11/2025	Regular	0.00	818.97	104282
42-250227050	Invoice	02/26/2025	GF-POLICE GENERATOR REPAIR-FAC	0.00	818.97	
003596	DEANNA BURKHARDT	03/11/2025	Regular	0.00	40.00	104283
2007651.001	Invoice	02/27/2025	REC-PROGRAM REFUND-REC CENTER	0.00	40.00	
003770	FAITH CEBALLOS	03/11/2025	Regular	0.00	190.00	104284
2007657.001	Invoice	03/03/2025	REC-POOL PARTY REFUND-REC CENTER	0.00	190.00	
000508	FULTON IRRIGATING DITCH	03/11/2025	Regular	0.00	11,209.80	104285
022625	Invoice	03/03/2025	UF-2025 Assessment - 266.9 Fulton Shares...	0.00	11,209.80	
002143	GREEN CO2 SYSTEMS	03/11/2025	Regular	0.00	330.31	104286
02095563	Invoice	02/02/2025	REC-REC POOLS CO2 MONTHLY LEASE-REC...	0.00	330.31	
000644	JENNIFER DILLER	03/11/2025	Regular	0.00	39.20	104287
022225	Invoice	02/22/2025	REC-MILEAGE REIMBURSEMENT FOR CON...	0.00	39.20	
003771	JEREMY REILLY	03/11/2025	Regular	0.00	50.00	104288
2007656.001	Invoice	02/28/2025	REC-REFUND FOR SOCCER-REC	0.00	50.00	
003772	KATIA TERRONES	03/11/2025	Regular	0.00	410.00	104289
2007658.001	Invoice	03/03/2025	REC-REFUND FOR ROOM RENTAL CANCEL...	0.00	410.00	
000726	LINCOLN AQUATICS	03/11/2025	Regular	0.00	198.83	104290
29528537	Invoice	02/27/2025	REC-POOL ROPE HOOKS-REC CENTER	0.00	198.83	
001913	LUXOTTICA OF AMERICA, INC	03/11/2025	Regular	0.00	7,709.29	104291
6920950287	Invoice	02/23/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	5,416.14	

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6920950288	Invoice	02/23/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	2,293.15	
003741	MEMBERSPORTS INC	03/11/2025	Regular	0.00	2,950.00	104292
222	Invoice	02/15/2025	GOLF-CREDIT CARD TERMINAL FOR NEW ...	0.00	2,950.00	
003213	OLD TOWN PEST CONTROL	03/11/2025	Regular	0.00	600.00	104293
10843	Invoice	02/26/2025	GF-PEST CONTROL-SHOP	0.00	600.00	
001643	PROCEDURE INC	03/11/2025	Regular	0.00	35,509.05	104294
1419488	Invoice	02/28/2025	GF-BUILDING PERMIT/INSPECTION SERVIC...	0.00	35,509.05	
002765	SOUTH ADAMS COUNTY WATER & SANITATION	03/11/2025	Regular	0.00	3,675.00	104295
FTL 2025	Invoice	03/05/2025	UF-2025 FULTON AUG CAPACITY SECTION ...	0.00	3,675.00	
003774	SPITELLIE CONCRETE SAWING	03/11/2025	Regular	0.00	1,500.00	104296
37302	Invoice	03/03/2025	UF-SLAB SAW CONCRETE/CORE DRILL-W L...	0.00	1,500.00	
002694	SYMMETRY ENERGY SOLUTIONS LLC	03/11/2025	Regular	0.00	6,801.81	104297
19720634	Invoice	02/26/2025	REC-NATURAL GAS SERVICE FOR JAN 2025...	0.00	6,801.81	
002967	SYNERGETIC STAFFING LLC	03/11/2025	Regular	0.00	1,396.68	104298
21012018	Invoice	03/03/2025	GF-TEMP WAGES FEB 24-28, 2025-FIN	0.00	1,396.68	
001137	UNITED POWER	03/11/2025	Regular	0.00	51,471.89	104299
10553102 FEB25	Invoice	02/01/2025	United Power	0.00	22.60	
1194602 FEB25	Invoice	02/01/2025	United Power	0.00	511.33	
1195001 FEB25	Invoice	02/01/2025	United Power	0.00	408.67	
1195501 FEB25	Invoice	02/01/2025	United Power	0.00	4,523.20	
1195603 FEB25	Invoice	02/01/2025	United Power	0.00	737.46	
1195701 FEB25	Invoice	02/01/2025	United Power	0.00	294.70	
1196401 FEB25	Invoice	02/01/2025	United Power	0.00	36.54	
1207701 FEB25	Invoice	02/01/2025	United Power	0.00	21.24	
1215802 FEB25	Invoice	02/01/2025	GF-FEB 2025 ELECTRIC SERVICE (VET OFFI...	0.00	104.57	
1223101 FEB25	Invoice	02/01/2025	United Power	0.00	20.00	
1240301 FEB25	Invoice	02/01/2025	United Power	0.00	195.52	
1241801 FEB25	Invoice	02/01/2025	United Power	0.00	2,824.72	
1241903 FEB25	Invoice	02/01/2025	United Power	0.00	96.87	
1276101 FEB25	Invoice	02/01/2025	United Power	0.00	253.43	
1279801 FEB25	Invoice	02/01/2025	United Power	0.00	25.64	
1295501 FEB25	Invoice	02/01/2025	United Power	0.00	64.44	
1296101 FEB25	Invoice	02/01/2025	United Power	0.00	261.08	
1299501 FEB25	Invoice	02/01/2025	United Power	0.00	130.09	
1302801 FEB25	Invoice	02/01/2025	United Power	0.00	2,341.00	
1302901 FEB25	Invoice	02/01/2025	United Power	0.00	153.08	
1316801 FEB25	Invoice	02/01/2025	United Power	0.00	658.66	
1322501 FEB25	Invoice	02/01/2025	United Power	0.00	6,156.69	
1360303 FEB25	Invoice	02/01/2025	United Power	0.00	27.16	
13842400 FEB25	Invoice	02/01/2025	United Power	0.00	48.35	
14427100 FEB25	Invoice	02/01/2025	United Power	0.00	105.31	
15232500 FEB25	Invoice	02/01/2025	United Power	0.00	21.86	
17149700 FEB25	Invoice	02/01/2025	United Power	0.00	61.45	
17761600 FEB25	Invoice	02/01/2025	United Power	0.00	20.00	
17868800 FEB25	Invoice	02/01/2025	United Power	0.00	20.00	
18057500 FEB25	Invoice	02/01/2025	United Power	0.00	732.92	
18498400 FEB25	Invoice	02/01/2025	United Power	0.00	347.57	
18762100 FEB25	Invoice	02/01/2025	United Power	0.00	20.00	
19545100 FEB25	Invoice	02/01/2025	United Power	0.00	877.20	
19595600 FEB25	Invoice	02/01/2025	United Power	0.00	26.11	
20040100FEB25	Invoice	02/01/2025	United Power	0.00	592.80	
21675200 FEB25	Invoice	02/01/2025	United Power	0.00	32.46	
21675300 FEB25	Invoice	02/01/2025	United Power	0.00	33.36	
22185901 FEB25	Invoice	02/01/2025	United Power	0.00	20.14	

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24165100 FEB25	Invoice	02/01/2025	GF-FEBRUARY 2025 ELECTRIC SERV (SPLA...	0.00	315.59	
3399301 FEB25	Invoice	02/01/2025	United Power	0.00	58.45	
6601202 FEB25	Invoice	02/01/2025	United Power	0.00	22.65	
6612303 FEB25	Invoice	02/01/2025	United Power	0.00	21.29	
6779701 FEB25	Invoice	02/01/2025	United Power	0.00	10,316.04	
704901 FEB25	Invoice	02/01/2025	United Power	0.00	11,121.40	
7225800 FEB25	Invoice	02/01/2025	United Power	0.00	20.10	
726705 FEB25	Invoice	02/01/2025	United Power	0.00	20.00	
7280200 FEB25	Invoice	02/01/2025	United Power	0.00	21.86	
733101 FEB25	Invoice	02/01/2025	United Power	0.00	249.03	
762901 FEB25	Invoice	02/01/2025	United Power	0.00	431.04	
803908 FEB25	Invoice	02/01/2025	United Power	0.00	5,301.32	
8976200 FEB25	Invoice	02/01/2025	United Power	0.00	744.90	
	Void	03/11/2025	Regular	0.00	0.00	104300
	Void	03/11/2025	Regular	0.00	0.00	104301
	Void	03/11/2025	Regular	0.00	0.00	104302
001149	UTILITY NOTIFICATION CENTER	03/11/2025	Regular	0.00	355.67	104303
225020586	Invoice	02/28/2025	UF-ANNUAL ASSESSMENT FOR FEBRUARY ...	0.00	355.67	
001208	WHITE BEAR ANKELE TANAKA & WALDRON	03/11/2025	Regular	0.00	535.56	104304
39630	Invoice	02/28/2025	GF-COYOTE CREEK LEGAL FEES-	0.00	535.56	
001212	WILLIAMS AND WEISS CONSULTING LLC	03/11/2025	Regular	0.00	6,390.00	104305
2117	Invoice	03/05/2025	UF/WST-WATER ENGINEERING-UF/WST	0.00	6,390.00	
001224	XCEL ENERGY-GAS	03/11/2025	Regular	0.00	4,873.72	104306
916011018	Invoice	02/01/2025	Xcel Gas Bill- Account 53-2035238-1	0.00	1,451.26	
917002298	Invoice	02/01/2025	Xcel Gas Bill- Account 53-2035237-0	0.00	3,422.46	
000028	ACUSHNET COMPANY	03/18/2025	Regular	0.00	1,025.50	104307
919762091	Invoice	02/24/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,025.50	
000031	ADAMSON POLICE PRODUCTS	03/18/2025	Regular	0.00	1,668.68	104308
426869CM	Credit Memo	02/07/2025	GF-CREDIT FOR RETURN-PD	0.00	-108.00	
INV429354	Invoice	02/12/2025	GF-UNIFORMS/GEAR-PD	0.00	51.24	
INV429356	Invoice	02/12/2025	GF-UNIFORMS/GEAR-PD	0.00	109.69	
inv429357	Invoice	02/12/2025	GF-UNIFORMS/GEAR-PD	0.00	385.92	
INV429362	Invoice	02/12/2025	GF-UNIFORMS/GEAR-PD	0.00	107.99	
INV429946	Invoice	02/26/2025	GF-UNIFORMS/GEAR-PD	0.00	749.48	
INV430136	Invoice	02/28/2025	GF-UNIFORMS-PD	0.00	119.60	
INV430209	Invoice	03/03/2025	GF-UNIFORMS FOR D. MALDONADO-PD	0.00	121.45	
INV430210	Invoice	03/03/2025	GF-UNIFORM PANTS FOR RABER-PD	0.00	131.31	
003652	ANIMAL CLINIC LLC	03/18/2025	Regular	0.00	388.00	104309
525559	Invoice	02/03/2025	GF-CREMATATION SERVICES-CODE	0.00	97.00	
526760	Invoice	02/27/2025	GF-CREMATATION SERVICES-CODE	0.00	97.00	
526949	Invoice	03/03/2025	GF-CREMATATION SERVICES/TECH SERVICES...	0.00	97.00	
527281	Invoice	03/10/2025	GF-CREMATATION SERVICES/TECH CHARGE-...	0.00	97.00	
000138	BLACK CLOVER ENTERPRISES LLC	03/18/2025	Regular	0.00	4,032.44	104310
BCE207119	Invoice	02/26/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	4,032.44	
000183	CALLAWAY GOLF SALES COMPANY	03/18/2025	Regular	0.00	6,397.66	104311
939711488	Invoice	02/21/2025	GOLF MERCHANDISE-PRO SHOP	0.00	128.84	
939711529	Invoice	02/21/2025	GOLF MERCHANDISE-PRO SHOP	0.00	128.84	
939724828	Invoice	02/24/2025	GOLF MERCHANDISE-PRO SHOP	0.00	267.78	
939731647	Invoice	02/24/2025	GOLF MERCHANDISE-PRO SHOP	0.00	146.57	
939735155	Invoice	02/24/2025	GOLF MERCHANDISE-PRO SHOP	0.00	5,545.43	
939762956	Invoice	02/27/2025	GOLF MERCHANDISE-PRO SHOP	0.00	180.20	
002000	CIT GROUP/COMMERCIAL SERVICES	03/18/2025	Regular	0.00	2,546.87	104312
71082185	Invoice	02/27/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,339.41	

Council Check Report

Date Range: 03/05/2025 - 03/18/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
71082607	Invoice	02/28/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,207.46	
002651	COLORADO COMMUNITY MEDIA	03/18/2025	Regular	0.00	620.00	104313
128314	Invoice	02/01/2025	GF-AD FOR DESIGN DAYS FOR KOSHIO PA...	0.00	620.00	
000281	COLORADO DEPARTMENT OF AGRICULTURE	03/18/2025	Regular	0.00	132.00	104314
6141	Invoice	02/01/2025	GF-RADAR TUNING FORKS, REPAIRS-PD	0.00	132.00	
000307	COMCAST CABLE COMM, LLC	03/18/2025	Regular	0.00	459.99	104315
0116038 MARCH...	Invoice	03/01/2025	REC-MARCH 2025 PHONE SERVICE-REC CE...	0.00	178.59	
0117309 FEB2025	Invoice	02/14/2025	REC-CABLE/MUSIC FOR FEBRUARY 2025-R...	0.00	281.40	
003751	CONCRETE CONSERVATION, LLC	03/18/2025	Regular	0.00	15,850.00	104316
2025021	Invoice	02/25/2025	PRV Vault Interior coating	0.00	15,850.00	
001517	CORE&MAIN LP	03/18/2025	Regular	0.00	1,361.47	104317
W330608	Invoice	02/27/2025	UF-REPLACEMENT METER-W LINES	0.00	52.48	
W479967	Invoice	02/27/2025	GF-TRUMBULL ADJ HYDRANT WRENCH-E...	0.00	29.05	
W480018	Invoice	02/24/2025	GF-HYDRO HITCH, GAUGE KIT-ENG	0.00	143.00	
W508097	Invoice	02/26/2025	UF-SUPPLIES FOR WATER METERS-W LINES	0.00	137.10	
W511364	Invoice	02/27/2025	UF-WATER METER SUPPLIES-W LINES	0.00	179.22	
W512224	Invoice	02/27/2025	UF-BALL VALVES-W LINES	0.00	820.62	
000507	FT LUPTON RECREATION SPORTS	03/18/2025	Regular	0.00	1,180.00	104318
030625	Invoice	03/06/2025	CPR-SOCCER & FOOTBALL REFEREE FEES-	0.00	1,180.00	
000546	GREEN MILL SPORTSMAN'S CLUB	03/18/2025	Regular	0.00	300.00	104319
125	Invoice	03/05/2025	GF-OFFICER TRAINING/QUALIFYING-PD	0.00	300.00	
000588	ID EDGE INC	03/18/2025	Regular	0.00	528.00	104320
104265	Invoice	03/04/2025	REC-RIBBONS FOR CARD PRINTER-REC CE...	0.00	528.00	
001580	INTERMOUNTAIN HEALTH PLATTE VALLEY HOSP	03/18/2025	Regular	0.00	255.00	104321
10007775	Invoice	03/07/2025	GF-BLOOD DRAW SERVICES-PD	0.00	255.00	
000616	J & T CONSULTING INC	03/18/2025	Regular	0.00	3,975.35	104322
3115	Invoice	03/07/2025	UF/WST-WATER ENGINEERING-UF/WST	0.00	3,975.35	
000659	JOHNSON AUTO PLAZA	03/18/2025	Regular	0.00	78.20	104323
455594	Invoice	02/25/2025	GF-REPAIRS TO DODGE DURANGO-PD	0.00	78.20	
003776	JUSTIS ORNELAS	03/18/2025	Regular	0.00	200.00	104324
2007662.001	Invoice	03/05/2025	REC-REFUND FOR ROOM RENTAL CANCEL...	0.00	200.00	
003777	KELLEY ESCALERA	03/18/2025	Regular	0.00	231.00	104325
2007665.001	Invoice	03/06/2025	REC-PRO RATED MEMBERSHIP REFUND-	0.00	231.00	
000735	LL JOHNSON DISTRIBUTING	03/18/2025	Regular	0.00	416.67	104326
1163321-00	Invoice	03/06/2025	GF-ICE MELT-PARKS	0.00	459.13	
1945361-00	Invoice	12/31/2024	GOLF-RETAINING RING-MAINT	0.00	42.14	
1945368-00	Credit Memo	12/31/2024	GOLF-CREDIT FOR RETURNS-MAINT	0.00	-84.60	
001913	LUXOTTICA OF AMERICA, INC	03/18/2025	Regular	0.00	346.62	104327
6920293132	Invoice	02/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	99.88	
6920973761	Invoice	02/26/2025	GOLF MERCHANDISE-PRO SHOP	0.00	246.74	
003741	MEMBERSPORTS INC	03/18/2025	Regular	0.00	9,000.00	104328
221	Invoice	03/04/2025	Member Sports Onboarding for new POS	0.00	9,000.00	
000841	NEWMAN TRAFFIC SIGNS	03/18/2025	Regular	0.00	1,628.82	104329
TRFINV059406	Invoice	03/05/2025	GF-SUPPLIES-STREETS	0.00	1,628.82	
002711	Oxygen Forensics Inc	03/18/2025	Regular	0.00	3,695.00	104330
99962-2	Invoice	02/01/2025	GF-2025 SOFTWARE RENEWAL-PD	0.00	3,695.00	
003044	PEAK FORM, LLC	03/18/2025	Regular	0.00	494.00	104331

Council Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
5130K25213-1	Invoice	03/07/2025	GF-ADJUSTMENT FOR ORIG INVOICE (REIS...	0.00	63.00	
5237K25213	Invoice	03/01/2025	GF/REC-EXAMS-	0.00	431.00	
003746	PORTOLITE PITCHING MOUNDS	03/18/2025	Regular	0.00	5,249.00	104332
11484	Invoice	02/01/2025	Pearson Park Pitching Mound	0.00	5,249.00	
003769	PSYCHOLOGICAL DIMENSIONS LLC	03/18/2025	Regular	0.00	5,062.50	104333
9086	Invoice	02/27/2025	Fitness for Duty Evaluation	0.00	5,062.50	
000991	SCNS SPORTS FOODS INC	03/18/2025	Regular	0.00	94.40	104334
222913	Invoice	02/28/2025	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	94.40	
000246	SRIXON/CLEVELAND GOLF/XX10	03/18/2025	Regular	0.00	160.19	104335
8280562 SO	Invoice	02/24/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	94.56	
8283479 SZ	Invoice	02/25/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	65.63	
001040	STERICYCLE	03/18/2025	Regular	0.00	146.23	104336
8009892072	Invoice	02/18/2025	REC-BIOHAZARD SERV FOR MARCH 2025-...	0.00	73.78	
DC0310	Invoice	03/10/2025	GF-OVERDUE PAYMENT FOR PLANNING J...	0.00	72.45	
003297	SWEET PEA CLEANING, LLC	03/18/2025	Regular	0.00	2,021.25	104337
9226	Invoice	03/01/2025	REC-MARH 2025 CLEANING-REC CENTER	0.00	2,021.25	
001053	SYMBOL ARTS	03/18/2025	Regular	0.00	1,988.65	104338
0520968	Invoice	02/26/2025	GF-BADGES-PD	0.00	1,988.65	
002967	SYNERGETIC STAFFING LLC	03/18/2025	Regular	0.00	1,364.73	104339
21012025	Invoice	03/10/2025	GF-TEMP EMPLOYEE MARCH 3-7, 2025-FIN	0.00	1,364.73	
001364	TRAKSTAR	03/18/2025	Regular	0.00	17,803.07	104340
INV-TSTAR-92644	Invoice	03/12/2025	Trakstar	0.00	17,803.07	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	03/18/2025	Regular	0.00	150.00	104341
812682-202502-1	Invoice	03/01/2025	GF-DATA RESEARCH FEE, FEBRUARY 2025-...	0.00	150.00	
003760	TURF CONTROL LLC	03/18/2025	Regular	0.00	4,103.90	104342
INV36764	Invoice	02/28/2025	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	4,103.90	
003398	UNIVERSITY AUTO PARTS	03/18/2025	Regular	0.00	93.94	104343
227493	Invoice	03/10/2025	SF-HEAVY DUTY WASHER FLUID-S LINES	0.00	25.53	
227497	Invoice	03/10/2025	GF-PARTS-PARKS	0.00	68.41	
001147	USA BLUE BOOK	03/18/2025	Regular	0.00	1,880.95	104344
INV00635787	Invoice	02/27/2025	UF/SF-SOLVENT PAINT, FLAGS-W/S LINES	0.00	1,442.59	
INV00636573	Invoice	02/27/2025	UF/SF-SUPPLIES-W/S LINES	0.00	438.36	
001156	VERIZON WIRELESS SVCS LLC	03/18/2025	Regular	0.00	6,021.88	104345
6107052592	Invoice	02/28/2025	Verizon Bill	0.00	6,021.88	
003721	WALTERS MECHANICAL INC	03/18/2025	Regular	0.00	3,419.21	104346
2972	Invoice	03/04/2025	GF-INSTALLATION OF NEW BACKFLOW PR...	0.00	3,419.21	
001189	WELD COUNTY ACCTG DEPART	03/18/2025	Regular	0.00	6,838.75	104347
FEBRUARY 2025	Invoice	03/06/2025	GF-FEBRUARY 2025 FUEL CHARGES-	0.00	6,838.75	
003640	WYOMING TRIBUNE EAGLE	03/18/2025	Regular	0.00	199.97	104348
022588372	Invoice	02/28/2025	REC-REC GUIDE REPRINT-REC CENTER	0.00	199.97	
000048	AIRGAS USA LLC	03/11/2025	EFT	0.00	79.03	9002076
9158662799	Invoice	02/26/2025	UF-CARBON DIOXIDE-W LINES	0.00	79.03	
001327	ALTA PEAK ROLLOFFS LLC	03/11/2025	EFT	0.00	941.19	9002077
4388	Invoice	01/01/2025	GF-ROLL OFFS-MISC	0.00	466.43	
4431	Invoice	01/03/2025	GF-ROLL OFF SERVICE FOR JANUARY 2025...	0.00	474.76	
001293	AMAZON.COM	03/11/2025	EFT	0.00	1,038.85	9002078

Council Check Report

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1MN7-1R99-L7DQ	Credit Memo	02/05/2025	GF-CREDIT FOR IT FOR RETURNS-IT	0.00	-259.90	
1YMW-3QFJ-1D7H	Invoice	03/05/2025	Amaon - IT Orders	0.00	1,298.75	
001820	BADGER METER	03/11/2025	EFT	0.00	3,622.34	9002079
80188136	Invoice	02/28/2025	UF/SF-SERVICES FOR FEBRUARY 2025-W/S...	0.00	3,622.34	
003387	BRANCHPATTERN, INC	03/11/2025	EFT	0.00	2,631.87	9002080
57839	Invoice	12/31/2024	REC-COMMISSIONING SERVICES-REC	0.00	2,631.87	
002853	BUCKEYE CLEANING CENTER	03/11/2025	EFT	0.00	470.10	9002081
90653207	Invoice	02/28/2025	GF-JANITORIAL SUPPLIES-FAC	0.00	470.10	
003166	CODE RED AUDITS, LLC	03/11/2025	EFT	0.00	19,399.23	9002082
INV-FTLP-Gcam-2...	Invoice	03/03/2025	Verkada Cameras Golf Course	0.00	16,063.53	
INV-FTLP-Gmin.2...	Invoice	03/03/2025	Cameras for Clubhouse	0.00	3,335.70	
001712	ENVIRONMENTAL PRODUCTS & ACCCESS LLC	03/11/2025	EFT	0.00	1,454.13	9002083
277589	Invoice	02/24/2025	SF-PREMIUM HD TUBE, 2.5 GAUGE BACK ...	0.00	1,454.13	
003720	FREDERICK M GOODBEE	03/11/2025	EFT	0.00	1,600.00	9002084
102	Invoice	02/25/2025	GF-JUDGE SERVICES FOR FEBRUARY 2025-...	0.00	1,600.00	
003609	GENERATOR SOURCE LLC	03/11/2025	EFT	0.00	1,011.03	9002085
INV102758	Invoice	02/27/2025	UF-REPAIRS TO GENERATOR, UNIT 090954...	0.00	1,011.03	
002674	HAYES POZNANOVIC KORVER, LLC	03/11/2025	EFT	0.00	10,912.50	9002086
52194	Invoice	03/04/2025	WSt-Feb2025 Legal Fees-Water	0.00	10,912.50	
000855	NORTHERN COLO CONSTRUCTORS	03/11/2025	EFT	0.00	143,236.76	9002087
8CO	Invoice	01/31/2025	UF- CO#1 Water Meter Replacement- Wat...	0.00	143,236.76	
000869	OPERATIONS MANAGEMENT INT	03/11/2025	EFT	0.00	140,433.87	9002088
351230-26-04	Invoice	03/05/2025	UF-Apr2025 Monthly Allocation	0.00	140,433.87	
000931	R & L TIRES	03/11/2025	EFT	0.00	306.00	9002089
56448	Invoice	02/26/2025	GF-TIRE DISPOSAL-CTY ADMIN	0.00	306.00	
003491	THALLE CONSTRUCTION CO INC	03/11/2025	EFT	0.00	663,995.16	9002090
5	Invoice	03/06/2025	UF-Force Main & Lift Station Construction-...	0.00	663,995.16	
001594	WILBUR-ELLIS COMPANY LLC	03/11/2025	EFT	0.00	2,093.00	9002091
16972278 RI	Invoice	02/27/2025	GOLF-CHEMICALS/FERTILIZER-MAINT	0.00	2,093.00	
000024	ACE HARDWARE OF FORT LUPTON	03/18/2025	EFT	0.00	228.12	9002092
107392/1	Invoice	02/26/2025	GOLF-PARTS/SUPPLIES-MAINT	0.00	86.58	
107449/1	Invoice	03/04/2025	GOLF-PARTS-MAINT	0.00	35.99	
107472/1	Invoice	03/05/2025	GOLF-THREAD ROD/FASTENERS-MAINT	0.00	12.04	
107497/1	Invoice	03/07/2025	GOLF-LATCH STORAGE BOX-PRO SHOP	0.00	14.99	
107535/1	Invoice	03/11/2025	GOLF-PARTS, CONCRETE MIX-MAINT	0.00	78.52	
003196	AMAZE HEALTH	03/18/2025	EFT	0.00	1,815.00	9002093
INV-7999	Invoice	02/28/2025	GF-FEB 2025 MONHTLY USER FEE-MISC	0.00	1,815.00	
001293	AMAZON.COM	03/18/2025	EFT	0.00	28.02	9002094
1W7H-QPCX-17MJ	Invoice	03/05/2025	GF-BELT CLIP, NAME PLATE-PW SHOP/LEG...	0.00	28.02	
001918	AXON ENTERPRISES INC	03/18/2025	EFT	0.00	340.00	9002095
INUS329790	Invoice	03/07/2025	GF-RAPIDLOCK HIGH RETENTION WING CL...	0.00	340.00	
002853	BUCKEYE CLEANING CENTER	03/18/2025	EFT	0.00	1,058.21	9002096
90654701	Invoice	03/06/2025	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	341.58	
90654825	Invoice	03/03/2025	GF-CANISTER VACCUUM-FAC	0.00	716.63	
002122	BURNS & MCDONNELL ENGINEERING CO INC	03/18/2025	EFT	0.00	50,482.90	9002097
169164-11	Invoice	02/19/2025	UF-LIFT STATION/FORCE MAIN PROJECT R...	0.00	50,482.90	

Council Check Report

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001712	ENVIRONMENTAL PRODUCTS & ACCESS LLC	03/18/2025	EFT	0.00	499.34	9002098
277582	Invoice	02/24/2025	SF-HOSE REEL-S LINES	0.00	499.34	
000455	FASTENAL COMPANY 01COFTL	03/18/2025	EFT	0.00	103.62	9002099
COFTL202264	Invoice	02/27/2025	UF-SUPPLIES-W LINES	0.00	103.62	
003101	LANGUAGELINE SOLUTIONS	03/18/2025	EFT	0.00	103.32	9002100
11549600	Invoice	02/28/2025	GF-OVER PHONE INTERPRETATION SERVIC...	0.00	103.32	
003316	MIGUEL IRAOLA	03/18/2025	EFT	0.00	575.00	9002101
02282025	Invoice	02/28/2025	GF-TRANSLATOR SERVICES FOR FEBRUARY ...	0.00	575.00	
002195	MINUTEMAN PRESS	03/18/2025	EFT	0.00	170.66	9002102
40970	Invoice	02/11/2025	GF-SECURITY ENVELOPES-PD	0.00	170.66	
000855	NORTHERN COLO CONSTRUCTORS	03/18/2025	EFT	0.00	130,647.96	9002103
9CO	Invoice	03/11/2025	UF- CO#1 Water Meter Replacement- Wat...	0.00	130,647.96	
000862	O'REILLY AUTO PARTS	03/18/2025	EFT	0.00	22.58	9002104
4489-204852	Invoice	03/10/2025	GF-ANTIFREEZE, CANOE CLIP-PARKS	0.00	22.58	
000932	R & M SERVICES	03/18/2025	EFT	0.00	76.12	9002105
10867	Invoice	03/03/2025	GF-VEHICLE MAINTENANCE SERVICE-PD	0.00	76.12	
003491	THALLE CONSTRUCTION CO INC	03/18/2025	EFT	0.00	1,194,149.63	9002106
6	Invoice	03/06/2025	UF-Force Main & Lift Station Construction-...	0.00	1,194,149.63	
001101	TODD HODGES DESIGN, LLC	03/18/2025	EFT	0.00	12,158.90	9002107
3677	Invoice	03/10/2025	GF-PLANNING SERV FOR FEB 24-MARCH 7,...	0.00	12,158.90	
002158	WW BACKHOE & DOZER SERVICES INC	03/18/2025	EFT	0.00	1,925.00	9002108
27909	Invoice	03/04/2025	SST-2025 ON CALL GRADING SERVICES-SST	0.00	1,925.00	
000119	BANK OF COLORADO	03/07/2025	Bank Draft	0.00	7,755.27	DFT0002553
INV0001722	Invoice	03/07/2025	HSA DISTRIBUTION	0.00	7,755.27	
000119	BANK OF COLORADO	03/07/2025	Bank Draft	0.00	1,139.99	DFT0002554
INV0001723	Invoice	03/07/2025	HSA DISTRIBUTION	0.00	1,139.99	
001416	VALIC_1	03/07/2025	Bank Draft	0.00	54,493.48	DFT0002555
INV0001724	Invoice	03/07/2025	VALIC - 457(b) \$ Contributions	0.00	54,493.48	
001265	IRS	03/07/2025	Bank Draft	0.00	91,765.76	DFT0002556
INV0001725	Invoice	03/07/2025	Federal Withholding	0.00	91,765.76	
001418	CO DEPARTMENT OF REVENUE	03/07/2025	Bank Draft	0.00	15,468.00	DFT0002557
INV0001726	Invoice	03/07/2025	CO Withholding	0.00	15,468.00	
001265	IRS	03/13/2025	Bank Draft	0.00	42.70	DFT0002558
INV0001727	Invoice	03/13/2025	Federal Withholding	0.00	42.70	
001418	CO DEPARTMENT OF REVENUE	03/13/2025	Bank Draft	0.00	4.00	DFT0002559

Council Check Report

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INV0001728	Invoice	03/13/2025	CO Withholding	0.00	4.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	206	79	0.00	349,912.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	7	7	0.00	170,669.20
EFT's	41	33	0.00	2,387,609.44
	254	124	0.00	2,908,190.73

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	206	79	0.00	349,912.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	7	7	0.00	170,669.20
EFT's	41	33	0.00	2,387,609.44
	254	124	0.00	2,908,190.73

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	3/2025	2,908,190.73
			2,908,190.73

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
March 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, March 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

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

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

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 Valerie Blackston to approve the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

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

CONSENT AGENDA

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

- February 18, 2025 City Council Meeting Minutes
- Second Reading Ordinance 2025-1184 AMENDING PORTIONS OF CHAPTER 16 – DEVELOPMENT CODE
- Approving the School Resource Officer Memorandum of Understanding Addendum (AM 2025-033)
- Approving Resolution 2025R019 UPDATING THE OPEN RECORDS POLICY AND PROCEDURES AND INCREASING THE FEE TO \$41.37 FOR SEARCH, RETRIEVAL AND REVIEW OF RESPONSIVE RECORDS AFTER THE FIRST HOUR (AM 2025-034)

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

- Ratifying the City Administrator's Signature on a Purchase Contract with Schomp Automotive and Approving the Purchase of a 15-Passenger Van for the Community Center in the Amount of \$67,018.00, Allocated from the Community Center Fund Capital Expenditures (AM 2025-039)
- Approving Payment for Victim Advocacy Services through the City of Brighton in the Amount of \$60,516.69 for Calendar Year 2025, Allocated from the Police Department Contractual Services Fund (AM 2025-035)
- Accepting a Bid Proposal from StudioCKA to Provide Owner Advisory Services for the City of Fort Lupton City Hall Building Project for an Amount not to Exceed \$49,980.00, Allocated from the City Hall Project Budget (AM 2025-041)

Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2025-038 A Resolution Approving a Request for a Special Use Permit by Western Midstream for a Buried Gathering Pipeline

Mayor Hubbard opened the public hearing at 6:03 p.m.

Zachary Mettler, City Planner, provided an overview of the special use permit request. He stated Western Midstream went through the special use permit process last year. However, they had to reroute the line which is why they are going through the process again. Mr. Mettler explained the original route of the pipeline and the new route it will take. He stated all notification requirements have been met. Mayor Hubbard questioned if any comments from residents were received, Mr. Mettler stated no comments were received.

David Van Der Vieren, Western Midstream Representative, provided a presentation to City Council remotely. City Attorney, Andy Ausmus, advised Mr. Van Der Vieren of the connected meetings advisement in which Mr. Van Der Vieren agreed to.

Mr. Van Der Vieren explained where the project is located, where oil and gas wells are located, and the route the line will take. He stated Aurora Water wanted them to install the line at a very deep depth. However, it was not feasible which is why the route of the line is changing. He stated they are in the floodplain and they have received the floodplain permit and the right of way permit.

Mayor Hubbard asked if anyone wanted to speak for or against the proposal. Hearing none, City Attorney asked Mr. Van Der Vieren if he has had a fair and full opportunity to present all facts in which Mr. Van Der Vieren stated yes. Mayor Hubbard closed the public hearing at 6:10 p.m.

It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to Approve a Request for a

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

Special Use Permit by Western Midstream for a Buried Gathering Pipeline. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2025-037 Award Change Order #2 to Contract with Thalle Construction Co, Inc. for an Amount Not to Exceed \$272,308.14 for the METRO Connection Force Main & Lift Station Project from the Utility Fund

Contract was awarded to Thalle Construction on February 7, 2024 for the construction of the METRO connection force main and conversion of the WWTP to a lift station.

Change Order No. 1, issued November 12, 2024 modified the distance between marker post, increasing the total number to 33. The cost increase was \$12,250.00.

Change Order No. 2 provides a dewatering allowance for unanticipated groundwater interference between Stations 76+00 to 96+00 (not to exceed \$272,308.14). This provides 60 hours of additional work, 21 dewatering well installations and 45 days of dewatering operations.

Contracted construction is \$25,919,700. As of January 2025, total construction billings for the project are \$6,854,091.68 (26%). Length of pipe installed 13,805 of 33,000 LF (42%)

It was moved by Claud Hanes and seconded by Valerie Blackston to Award Change Order #2 to Contract with Thalle Construction Co, Inc. for an Amount Not to Exceed \$272,308.14 for the METRO Connection Force Main & Lift Station Project from the Utility Fund. Motion passed unanimously on roll call vote.

AM 2025-036 Accepting a Bid Proposal from Kumar & Associates to Provide for Construction Observation and Materials Testing Services for the City of Fort Lupton City Hall Building Project for an Amount Not to Exceed \$64,019.00, Allocated from City Hall Project Budget

The City Hall Project will be beginning and independent testing is required to meet compliance. The department received bids for this project with Kumar & Associates providing the lowest bid for all of the work requested.

As indicated, the City Hall project requires an independent construction observation and materials testing services for a standard 19,000 to 20,000 square foot building. Their estimate is based on experience with similar projects and the general contractors plans and provided information. This testing and observations are required on all of the components of the building project including:

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

Description	Costs
▪ Soils/Materials and Compaction	\$22,240.00
▪ Reinforce steel observation	\$ 4,875.00
▪ Concrete testing	\$14,400.00
▪ Masonry inspections and materials testing	\$ 7,434.00
▪ Fire Proof Observation	\$ 4,050.00
▪ Structural steel shop fabrication inspection	\$ 4,050.00
▪ Asphalt	\$ 2,265.00
▪ Engineering, Supervision and Clerical	<u>\$ 4,705.00</u>
	\$64,019.00

A third party must do these inspections and testing and are contracted by the owner of the project. These inspections and testing requirements are mandatory before occupancy will be allowed.

It was moved by Valerie Blackston and seconded by Claud Hanes to Accept a Bid Proposal from Kumar & Associates to Provide for Construction Observation and Materials Testing Services for the City of Fort Lupton City Hall Building Project for an Amount Not to Exceed \$64,019.00, Allocated from City Hall Project Budget. Motion passed unanimously on roll call vote.

AM 2025-040 Approving a Resolution Accepting a Final Plat and PUD Plan, Known as the Murata Farms Paired Homes Final Plat and PUD Plan, Filing No. 3

Greg DiDonna of Viva Land Ventures, LP (Owner) and Karen Henry of Henry Design Group Inc., and Tim Buschar of COLA, LLC (Representatives) have applied for approval of a Final Plat and PUD Plan, known as the Murata Farms Paired Homes Final Plat and PUD Plan, Filing No. 3 for City Council's consideration. Per the applicable code regulations for Final Plats and PUD Plans within the Murata Farms PUD, this Final Plat and PUD Plan is reviewed by City Council at a public meeting, with no Planning Commission meeting.

The site that is the subject of this Final Plat and PUD Plan is located south and adjacent to Highway 52 and east and adjacent to Gerry Ave. The proposed Final Plat and PUD Plan is for a residential subdivision that will include 50 paired home residential lots. The proposed paired home residential development includes infrastructure, landscaping, and common open space including green courts and a portion of the Highway 52 trail. The subdivision is 6.845 acres, more or less.

The property is a part of the overall Murata Farms PUD Plan and is zoned PUD accordingly. Filing No. 1 of the Murata Farms Final Plat and PUD Plan was approved in 2021. Filing No. 1 platted this property as a tract for future residential development with PUD development standards to be provided at time of future development. Standards specific to this filing are proposed with this

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

Final Plat and PUD Plan. The Preliminary Plat and PUD Plan for Filing 3 was approved by Council on May 21, 2024.

It was moved by Chris Ceretto and seconded by David Crespino to Approve Resolution 2025R021 ACCEPTING A FINAL PLAT AND PUD PLAN, KNOWN AS THE MURATA FARMS PAIRED HOMES FINAL PLAT AND PUD PLAN, FILING NO. 3. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2025-004 Ratifying the City Administrator's Signature on the Click-it or Ticket FY25 Grant Application Allocating Funds for Proactive Safety Enforcement and Authorizing Acceptance of the Grant

The Colorado Department of Transportation offers grants paying overtime to law enforcement agencies specifically for improving traffic safety. The Police Department is pursuing the Click-it or Ticket FY25 grant. The grant reimburses expenses for paying police officers overtime to conduct click-it or ticket enforcement. The grant further stipulates that police officers working this overtime make traffic stops for dangerous driving behavior, such as speeding or reckless driving, and issue citations when drivers and/or passengers are not properly using safety restraint devices. Citations for primary infractions are discretionary based on Department policy.

STAFF REPORTS

City Planner, Zachary Mettler, stated they had a good presentation last week with the Planning Commission and they are looking forward to having a full Planning Commission and robust meetings this year.

City Administrator, Chris Cross, stated he has attended many meetings about water lately and Windy Gap is estimating first fill will happen in July. Also, NISP had a settlement with Save the Poudre for 100,000,000.00 to create a fund for improvements along the river in which NISP participants will be paying a part of the project.

MAYOR/COUNCIL REPORTS

There were no Council reports.

FUTURE CITY EVENTS

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 10, 2025	Curbside Spring Clean-Up Day (For Seniors and/or

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

April 12, 2025	Disabled Residents) Easter Egg Hunt, Community Park, 203 S. Harrison Ave., 9 a.m.
April 12, 2025	Spring Clean-Up Day, 800 12th St. 8 a.m. - 12 p.m.
April 16, 2025	Annual Spaghetti Dinner, Recreation Center, 203 S. Harrison Ave., 5 p.m. - 6 p.m.
April 21 - 25, 2025	Hillside Cemetery Annual Clean-Up
April 23-26, 2025	Fields of Honor, Pearson Park

UPCOMING MEETINGS

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.
March 25, 2025	Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
April 1, 2025	City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:34 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Authorize the Mayor to Execute an Agreement to Lease 200 Acre Feet Equivalent Colorado Big Thompson Water Units to Town of Eaton for a Three-Year period.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Town of Eaton is looking to lease the CBT water to utilize in their operation over the next 3 years. The 70% quota would require a minimum of 286 C-BT units to yield 200 acre feet in Water Year 2025. The City does have the additional C-BT at this point to lease out. Town of Eaton will pay \$350 per acre foot for an amount totaling \$70,000. Each of the following 2 years will be adjusted accordingly with escalation and available water based on quota.

FINANCIAL CONSIDERATIONS

The City leases its excess CBT annually. This would be additional revenue in the Utility Fund.

LEGAL/POLITICAL CONSIDERATIONS

The City Water Attorney has been involved during the writing of this agreement and approves of its final form.

ALTERNATIVES/OPTIONS

- Approve a different amount
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends authorization by the Mayor to execute the agreement with Town of Eaton to lease CBT shares of water.

Attachments: a. Agreement with Town of Eaton

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

AGREEMENT TO LEASE WATER

This Agreement to Lease Water ("Lease") is made and entered into this ____ day of _____, 2025 ("Effective Date") by and between the City of Fort Lupton, a Colorado statutory city, acting by and through its Utility Enterprise (the "City"), and the Town of Eaton, a Colorado statutory town ("Lessee"). The City and Lessee shall be referred to herein as "Party" and collectively as "the Parties."

RECITALS

A. The City is an Allottee of 3,137 Units of Colorado-Big Thompson project water ("C-BT Units") through a contract with the Northern Colorado Water Conservancy District ("Northern Water"); and

B. Lessee desires to lease 200-acre feet per year of water from the C-BT Units during the period from March 1, 2025 through October 31, 2027 ("Lease Term"); and

C. The City has determined that it has surplus C-BT Units for lease during Years 2025 to 2027 sufficient to lease 200 acre-feet of C-BT water each year; and

D. The Parties acknowledge that the multi-year lease of 200 acre-feet of C-BT water from the CBT Units must be approved by Northern Water; and

E. Lessee desires to lease C-BT Units sufficient to yield 200 acre-feet of C-BT water in each year of the Lease Term for the Lessee's municipal use in Northern Water's boundaries and the City desires to lease such C-BT Units to Lessee on the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the mutual promises and covenants of the Parties, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Subject to the terms of this Lease, the City hereby leases to Lessee sufficient C-BT Units allotted to the City for each year of the Lease Term to yield 200 acre-feet of C-BT water ("Leased Water").
2. The lease rate for the Leased Water will be \$350.00 per acre-foot per year (for a total of \$70,000.00 per year) (the "Annual Lease Payment"), which will be payable in check or certified funds within 30 days from the Effective Date or 30 days from the approval of the lease by Northern Water, whichever is later, for the first year of the Lease Term and then on or before January 15 for each subsequent year of the Lease Term thereafter, as payment in full for the right to C-BT Units annually under this Lease. The Annual Lease Payment shall be adjusted starting with the Annual Lease Payment due in 2026 by the Consumer Price Index for All Urban Consumers for the Denver-Aurora-Lakewood area ("CPI-U") available in 2025 for the 2026 year of the Lease Term and then in each of the succeeding years of the Lease Term by the CPI-U available in the previous year. The Parties agree that Leased Water shall not be delivered to Lessee in any year of the Lease Term until Lessee has paid the Annual Lease Payment for such year.

3. Within 15 days of the Annual Lease Payment by Lessee, the City will transfer all C-BT Units for that year of the Lease Term sufficient to yield 200 acre-feet to the Lessee's C-BT account with Northern Water.
4. Lessee will be responsible for compliance with Northern Water's rules, regulations and policies regarding subleasing of C-BT Units. The City will reasonably cooperate with Lessee to obtain necessary approvals, if any, under Northern Water's rules, regulations and policies. The Leased Water is for the use of Lessee and may not be leased to others, except by written permission from the City and Northern Water.
5. The delivery point of Leased Water leased to Lessee under this Lease will be delivery features owned and operated by Northern Water. Lessee may designate one or more specific delivery points provided the delivery points conform to Northern Water's rules, regulations, and guidelines for the delivery of such Leased Water. Lessee will bear any water losses or reduction in yield associated with conveyance of the Leased Water from the delivery point to any location where Lessee may use the water.
6. The City makes no express or implied warranties concerning either the quality of the Leased Water or the purposes for which the Leased Water is suitable. Lessee shall not make any claim against the City arising from the quality of Leased Water made available pursuant to this Lease, and the City shall not have water treatment responsibility under this Lease.
7. This Lease is for a temporary water supply. Lessee shall not have any rights to Leased Water beyond the term of this Lease. Lessee is solely responsible for any water supply it may need or desire beyond the term of this Lease as it may be extended.
8. If the November and/or April C-BT Quota Declaration by the Northern Water Board is limited by water supply, then the City will have the option not to lease the Leased Water in that year, and shall provide Lessee notice that it will not lease Leased Water in that year. In such an event, the Annual Lease Payment will not be due in that year. In the event the Lease Payment is made prior to the City deciding not to lease Leased Water in that year, the City shall refund such portion of the Annual Lease Payment commensurate with the amount of Leased Water not used for that year as of the date the City provides such notice.
9. This Lease represents the complete agreement of the Parties concerning its subject matter and may not be modified or amended except by a written instrument that specifically references this Lease and is signed by the Parties through their duly authorized representatives.
10. The terms and provisions of this Lease are binding upon the Parties, their successors and assigns.
11. This Lease is effective as of the Effective Date and will continue through October 31, 2027.
12. Notices and inquiries shall be made as follows:

City:

City of Fort Lupton
Attn: Chris Cross
130 South McKinley Ave.
Fort Lupton, CO 80621

Email: CCross@FortLuptonCo.Gov

Lessee:
Town of Eaton
Attn: Wesley LaVanchy
223 1st St
Eaton, CO 80615
Email: Wesley@EatonCo.Org

13. Lessee is responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of any action or omission of Lessee or its officers, employees, and agents, in connection with the performance of this Lease. The City is responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of any action or omission of the City or its officers, employees, and agents, in connection with the performance of this Lease. Nothing in this Lease is intended to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.*, as applicable now or hereafter amended.
14. This Lease is governed by the laws of the state of Colorado (exclusive of choice-of-law principles), and venue for any litigation related to this Lease will be Weld County, Colorado or the Water Court for Water Division 1 in the State of Colorado.
15. If a court of competent jurisdiction holds any provision of this Lease invalid or unenforceable, the other provisions of this Contract remain valid.
16. To compensate Northern Water for its review of the Lease, upon receipt of an invoice from Northern Water, Lessee agrees to pay Northern Water the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00).

[Remainder of Page Intentionally Blank-Signature Pages to Follow]

**CITY OF FORT LUPTON, acting by
and through its Utility Enterprise**
By:

Zo Hubbard, Mayor

Date:

ATTEST:

By:

Maricela Pena, City Clerk

Date:

APPROVED AS TO FORM:

By:

General Counsel

Date:



Town of Eaton,
a Colorado statutory municipality

By:

Wesley LaVanchy
Wesley LaVanchy, Town
Administrator

Date: 3/10/25

ATTEST:

By:

Margaret Jane Winter
Margaret Jane Winter, Town Clerk

Date: 3/10/25



SUBJECT FOR DISCUSSION

Accepting a Proposal from Titan Machinery for a Case SR210B Skid Steer with Attachments for an Amount Not to Exceed \$65,500.00 to be Paid from the Capital Improvements Program Parks Department

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Parks Department would like to purchase the Case SR210B Skid Steer (attachment A – sales agreement) from Titan Machinery. See purchasing consideration below:

- Proposal includes 36" trencher, auger with 6" bit, 72" brush hog, 48" forks and 72" low profile bucket.
- Two projects in particular where this machine will be beneficial is the new trails at Rail Road Park North and the landscape project at City Hall / Police Station.
- Equipment is in stock and comes with 2 year / 2000-hour warranty (In-stock discount \$10,000.64).
- Sourcewell purchasing cooperatives allows the City to save \$13,041.36 and that discount is reflected on the quote.

FINANCIAL CONSIDERATIONS

The purchase of a skid steer was budgeted in the Capital Improvement programs (Parks Department – 3500) for \$75,000. With the Titan Machinery in-stock discount (\$10,000) and the Sourcewell discount (\$13,041.36) we would be saving \$23,042.

	Cost	Discount	Net Cost
Skid Steer	\$72,452	-13,042	\$59,410
Titan Machinery:			
Trencher & Auger, and Brush Hog & Forks	14,590	-10,000	4,590
Pre-Delivery Inspection (PDI)	1,000	-	1,000
Freight	500	-	500
Total	88,542	(\$23,042)	65,500

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

By using Sourcewell purchasing cooperative we are ensuring the lowest price for the Case SR210B Skid Steer and attachments.

STAFF RECOMMENDATIONS

Staff recommends to approve the purchase of the Case SR210B Skid Steer with attachments from Titan Machinery for an amount not to exceed \$65,500.00 .

Attachments: a. Sales Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Titan Machinery Inc.
9600 E 104TH AVER
HENDERSON, CO 80640
Phone: 303-286-7000

TO:	CITY OF FORT LUPTON	DATE: March 4, 2025
		Equipment Sales DANIEL TRISTAN
		Consultant

Here is the quotation on the goods named, subject to the conditions noted below

QTY	PART #	DESCRIPTION	PRICE
		Per Sourcewell Contract #110719-CNH-1	
1		Case SR210B	
		List Price	\$72,452.00
		Sourcewell Discount 18%	\$13,041.36
		Sourcewell Pricing	\$59,410.64
		PDI	\$1,000.00
		Factory Freight	\$500.00
		Trencher and Auger	\$6,990.00
		Brush Hog and Forks	\$7,600.00
		Total	\$75,500.64
		Titan "In-Stock" Discount	\$10,000.64
			\$65,500.00
		Total	\$65,500.00

Customer (signed)

Company Name

Date

Customer (printed)

Dan Tristan

3/4/25

Equipment Sales Consultant (signed)

Date

Customer: CITY OF FORT LUPTON - PARKS & REC Address: CITY OF FORT LUPTON - PARKS & REC 130 S MCKINLEY AVE FORT LUPTON CO 80621-1343			Seller: TITAN MACHINERY-DENVER Address: 9600 E 104TH AVE HENDERSON CO 80640-8800			
County: WELD PO: Phone: 303-994-6950			Phone: 303-286-7000 TRISTAN, DANIEL			
Sales Tax Possession / Receiving Location: CO, WELD, FORT LUPTON			NOTICE TO PURCHASER 1. Read this contract before you sign it. 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights. 3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller. 4. The Acknowledgments and Additional Terms and Conditions are a part of this contract and are incorporated herein by reference.			
Purchased Equipment Information						
Type	Product	PDI	Warranty	Unit #	Serial Number	Sales Price
New	CASE, SR210B, SKIDSTEER-WHEEL	No	STANDARD FACTORY	E00325279	JAFSR210HRM457283	65,500.00
	- 36" TRENCHER		2 YEAR 2000 HR			
	- AUGER W/ 6" BIT					
	- 72" BRUSH HOG					
	- 48" FORKS					
	- 72" LOW PROFILE BUCKET					
	Addendum Subtotal Price					0.00
Trade-In Equipment Information				1. Total Sales Price		65,500.00
I (we) offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above product, as a "trade-in" to be applied against the cash price.Such items shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you.The following is a description and the price allowed for each item.						
Description of Trade In				Unit #	Serial Number	Amount
Addendum Subtotal Price						0.00
Tax Breakdown		Amount	2. Total Trade In Allowance		0.00	
			3. Balance		65,500.00	
			4. Total Tax		0.00	
			5. Other Options, Charges, Fees		0.00	
			6. Trade Payoff / Pre Barter		0.00	
Total Taxes		0.00	7. Total Due		65,500.00	
Other Options, Charges, Fees		Amount	SETTLEMENT			
FINANCE FEES		0.00	8. Cash Payment		0.00	
			9. Cash Due:		0.00	
			10. Retail Installment Contract		65,500.00	
Addendum Subtotal Price		0.00	11. Total Settlement		65,500.00	
Total Other Options, Charges and Fees		0.00				
It is understood that this is the entire agreement between the parties						
Customer: _____		Date _____	Salesperson: _____ TRISTAN, DANIEL			
Customer: _____		Date _____	Accepted By: _____			

AVAILABILITY / PRICING

I (We), the undersigned, hereby order from you the Product described on the previous page, to be available as shown. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order. Product to be available on or after .

WARRANTY

New, New Demo/Rental Equipment

Applicable new equipment warranty is available to the customer by a separate statement of Manufacturer's Warranty and Limitation of Liability. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE MANUFACTURER'S WARRANTY.** Remaining new equipment warranty on demo/rental units will be provided per Manufacturer's policy. The customer signature below acknowledges receipt of the warranty statement.

Used Equipment Warranty

Used Equipment is sold AS-IS, WITH NO REPRESENTATIONS OR WARRANTIES unless otherwise noted in warranty column of Purchased Equipment. If extended or Powertrain warranty is noted for used equipment, that warranty will expire based on the Terms and Conditions set forth on the Warranty Contract. Warranty is defined as a failure or defect in parts and/or workmanship. Upgrades, improvements, wear items, tires, maintenance parts, service call mileage and trucking are excluded. Warranty parts and labor must be purchased from Titan Machinery Inc. dealerships.

ACKNOWLEDGMENTS

I (We) promise to pay the balance due shown on the reverse (line 7 and 8) in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the Seller until one of the foregoing is accomplished. This is a cash transaction. If the Purchaser so requests prior to acceptance, the unpaid balance will be handled as a Time Sale Agreement (Retail Installment Contract), subject to available financing and credit approval.

ADDITIONAL TERMS AND CONDITIONS

1. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at the time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
2. In the event the dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling this order in writing immediately on being notified thereof.
3. No delivery of above goods to be made until full settlement is received.
4. Seller and manufacturer make no representations or warranties, express or implied (including the implied warranties of merchantability and fitness) except as provided on the Manufacturer's Warranty and Limitation of Liability Statement.
5. The Seller assumes no liability for non-shipment, delay in shipment or other circumstances beyond its control.
6. If any balance is owed under this Agreement, customer hereby grants to Seller, to secure the payment of the balance, a security interest in the Purchased Equipment described on page 1. Customer authorizes Seller to file any document necessary to perfect, continue, amend, or terminate its security interest in the collateral.

Purchaser(s) Initials: _____



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Planning Advisory Committee for a Term Beginning March 18, 2025 and Ending Upon Adoption of the Comprehensive Plan Update.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Planning Advisory Committee was established on February 18, 2025 and shall be made up of 11 total members to allow for broad community input to ensure that the updated Comprehensive Plan reflects the needs and desires of the community. The City received applications from 16 candidates wishing to serve on the committee.

The Resolution is also designating the City Liaison for the Committee.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

1. Approve the Resolution.
2. Deny the Resolution and continue to solicit for applications through announcements on the City of Fort Lupton's webpage and social media accounts.

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution with Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE PLANNING ADVISORY COMMITTEE FOR A TERM BEGINNING MARCH 18, 2025, AND ENDING UPON COMPLETION OF THE COMPREHENSIVE PLAN UPDATE

WHEREAS, the Planning Advisory Committee was established on February 18, 2025; and

WHEREAS, the Committee shall be made up of a variety of citizens to ensure the broad interests of the community are represented; and

WHEREAS, the City received applications from 16 candidates wishing to serve on the committee; and

WHEREAS, the Mayor, with consent of City Council, shall appoint the members of the Committee; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the Planning Advisory Committee for a term beginning March 18, 2025 and ending upon adoption of the Comprehensive Plan Update.

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

EXHIBIT “A”

<i>PLANNING ADVISORY COMMITTEE</i>		
Name	Term	Position
Ivan Dobesh	03/18/2025 – Adoption of Comprehensive Plan Update	Business Representative
Sebastian Carrasco	03/18/2025 – Adoption of Comprehensive Plan Update	Youth Representative
Amber Alcaraz	03/18/2025 – Adoption of Comprehensive Plan Update	Citizen Representative
Jalen Vasquez	03/18/2025 – Adoption of Comprehensive Plan Update	Citizen Representative
Chris Ceretto	03/18/2025 – Adoption of Comprehensive Plan Update	City Council Representative
Ashley Greene	03/18/2025 – Adoption of Comprehensive Plan Update	Planning Commission Representative
Shannon Wiens	03/18/2025 – Adoption of Comprehensive Plan Update	Planning Commission Representative
Gary Montoya	03/18/2025 – Adoption of Comprehensive Plan Update	FLURA Representative
Doug Cook	03/18/2025 – Adoption of Comprehensive Plan Update	Staff Representative
Julia Ontiveros	03/18/2025 – Adoption of Comprehensive Plan Update	Staff Representative
Christy Romano	03/18/2025 – Adoption of Comprehensive Plan Update	Staff Representative
Todd Hodges	03/18/2025 – Adoption of Comprehensive Plan Update	Staff Liaison



SUBJECT FOR DISCUSSION

Adopting a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the 1.21 Annexation and Setting the Public Hearing for May 6, 2025.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Matt Hengel with Westside Property Investment Company, Inc. as the representative for 1.21 LLC and Rancho de Los Tiempos Buenos Partnership LLC (the "Applicants") has submitted an annexation petition to initiate annexation proceedings for four parcels of land. The parcels are generally located immediately south along County Road 8, between County Road 31 and County Road 33 (Parcel Nos. 147122200006, 147122200002, 147122000028, 147122000027). This proposed annexation, known as the 1.21 Annexation Nos. 1-7, consists of a total of 290.55 acres, more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on May 6, 2025.

The initiating resolution is the first step in the annexation process and is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. The resolution also sets the public hearing date to consider the annexation. If Council adopts the resolution to accept the petition, the petitioners will move on to the next step, which is the review of the proposed annexation, initial zoning, and submitted application documents by the Development Review Team (DRT). Step three is a review and public hearing on April 24, 2025 by the Planning Commission who will provide Council with a recommendation. City Council is then required to act upon the request by ordinance at the public hearing, which is proposed to be set for May 6, 2025, which is the final step in the process.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

State law and the Fort Lupton Municipal Code require the City Council to set a hearing date for the annexation request (Municipal Code Chapter 15). The Council hearing date must not be less than 30 days nor more than 60 days from the date of the resolution of substantial compliance, unless stipulated by the applicant. The proposed City Council public hearing date of May 6, 2025 complies with this requirement.

According to State annexation law, if the City Council finds the annexation petition and the annexation map in substantial conformance with Section 31-12-107 C.R.S. a resolution may be adopted to initiate annexation proceedings. Section 31-12-107 outlines the requirements for a proper annexation petition and the supporting annexation map. It is the opinion of staff that the petition and annexation map meet the requirements of Section 31-12-107 C.R.S. A finding of substantial conformance does not imply that Council agrees that the property should be annexed; however, a finding that the petition and map do not conform

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

to the requirements is effectively a denial. Staff believes that the petition and annexation map are in substantial conformance with such requirements.

ALTERNATIVES/OPTIONS

The City Council has the following three options:

- a) Approve the resolution accepting the annexation petition and initiating the annexation proceedings; or
- b) Reject the annexation petition at which time the annexation request will not move forward; or
- c) Delay action on the resolution to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approval of the Resolution accepting the annexation petition and initiating annexation proceedings for the 1.21 Annexation Nos. 1-7 and set the public hearing for May 6, 2025.

- Attachments:**
- a. Proposed Resolution
 - b. Land Use Application
 - c. Annexation Petition
 - d. Annexation Map

RESOLUTION NO. 2025RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE 1.21 ANNEXATION NOS. 1-7 AND SETTING THE PUBLIC HEARING FOR MAY 6, 2025

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Matt Hengel with Westside Property Investment Company, Inc. for 290.55 acres, more or less, and known as the 1.21 Annexation Nos. 1-7; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the 1.21 Annexation Nos. 1-7 and sets the hearing date for May 6, 2025, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 18th 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



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Land Use Application Form

A. CONTACT INFORMATION

- 1) Property Owner Name: 1.21 LLC & Rancho de Los Tiempos Bueno Partnership, LLC
 Company: 1.21 LLC & Rancho de Los Tiempos Bueno Partnership LLC
 Phone: 303-210-4929 Email: mhengel@westsideinv.com
 Address: 4100 E. Mississippi Ave., Suite 500, Denver, CO 80246
 Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 2) Representative Name: Matt Hengel
 Company: 1.21 LLC & Westside Property Investment Company, Inc.
 Phone: 303-210-4929 Email: mhengel@westsideinv.com
 Address: 4100 E. Mississippi Ave., Suite 500, Denver, CO 80246
 Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 3) Billing Contact (where invoices should be directed to): Matt Hengel
 Company: Westside Property Investment Company, Inc.
 Phone: 303-210-4929 Email: mhengel@westsideinv.com
 Address: 4100 E. Mississippi Ave., Suite 500, Denver, CO 80246

B. SITE DESCRIPTION

Site Address: No Address
 Parcel Number: 1471-220-00-027, 1471-220-00-028, 1471-222-00-002, 1471-222-00-006
 Existing Zone Classification: N/A Proposed Zone Classification: I1
 Water Type: None existing Sewage Type: None existing

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

Administrative Plat

- ☐ Lot Consolidation
☐ Lot Line Adjustment
☐ Lot Split
☐ Minor Subdivision
☐ Plat Correction

Subdivision

- ☒ Concept Plan
☐ Preliminary Plat
☐ Final Plat

Planned Development

- ☐ New Planned Development
☐ Major Amendment to PUD
☐ Minor Amendment to PUD

Site Plan

- ☐ Administrative Site Plan
☐ Site Plan

Special Use Permit

- ☐ Daycare
☐ General

☒ Annexation & Initial Zoning

- ☐ Appeal
☐ Change of Zone
☒ Comprehensive Plan Amendment
☐ Vacation of ROW or Easement
☐ Variance
☐ Vested Property Rights
☐ Other

Project No. _____

D. PROJECT DESCRIPTION

Project Name: 1.21

Please provide a short description of the proposed project in the space provided below:

We are seeking to annex the property into the City of Fort Lupton for I1 uses.

We do not yet have a user, but we expect to market the Property to users that fit under the
I1 zoning.

For an application to be considered complete, and for planning staff to begin review and schedule any applicable public hearings, this Land Use Application Form must be fully completed and all required attachments included. Planning staff will review the application for completeness and will provide notice to the representative and/or owner whether the application has been deemed complete.

F. CERTIFICATIONS

Representative Certification

By signing this application, I attest that I am acting with the knowledge and consent of all owners of the property that is the subject of this application, and that I have been designated to act as the representative for the project described in this land use application. I further certify that all information submitted with this application is true and accurate to the best of my knowledge.

Representative: Matt Hengel Date: 2/19/2025

Owner Certification

I hereby certify that I am the legal owner of record of the property that is the subject of this application. I authorize the representative listed on this application, if any, to communicate directly with City officials and to submit documentation and information regarding this application on my behalf.

Owner: [Signature] Date: 2/19/2025

Owner: Randall M Beineke Date: 02/21/2025

For Office Use Only

Received Date: _____

If the application is not complete, state reasons why it is incomplete:

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the 1.21 Annexation to the City of Fort Lupton.

As part of this petition, your petitioners further state to the City Council that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 290.55 acres, more or less, in total area.
 - j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally

describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.

- k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
 4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
 5. The zoning classification requested for the area proposed to be annexed is I1, as shown on the annexation map attached hereto and incorporated herein.
 6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
 7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion **at such time that municipal water is necessary to serve current or future development on the property.** At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$3,207.52 is tendered herewith.

Exhibit A

Land Owned by Land Owner 1:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

EXCEPT ANY PORTION WITHIN WELD COUNTY ROAD NO. 8 AND WELD COUNTY ROAD NO. 33

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

EXCEPT ANY PORTION WITHIN WELD COUNTY ROAD NO. 8

Land Owned by Land Owner 2:

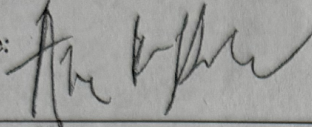
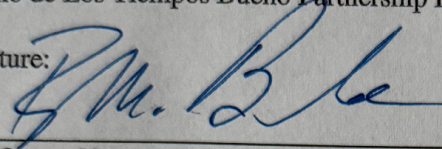
LOT B OF RECORDED EXEMPTION NO. 1471-22-2 RECX20-0026, BEING A PART OF THE W 1/2 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

EXCEPT ANY PORTION WITHIN WELD COUNTY ROAD NO. 8

LOT B OF RECORDED EXEMPTION NO. 1471-22-2 RE-4561, BEING A PART OF THE E 1/2 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

EXCEPT ANY PORTION WITHIN WELD COUNTY ROAD NO. 8

THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

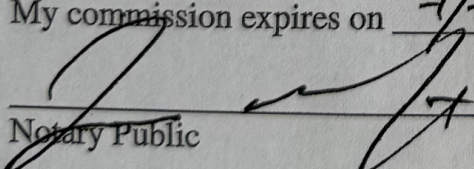
1	Land Owner Name: Andrew R. Klein Authorized Signatory for 1.21 LLC Signature: 	Mailing Address (street, city, state, ZIP): 4100 E. Mississippi Ave., Suite 500 Denver, CO 80246 Date of signing: <u>3/13/23</u>
2	Land Owner Name: Randall M. Beineke, Owner Rancho de Los Tiempos Bueno Partnership LLC Signature: 	Mailing Address (street, city, state, ZIP): 15000 County Road 8 Fort Lupton, CO 80621 Date of signing: <u>3/13/25</u>
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

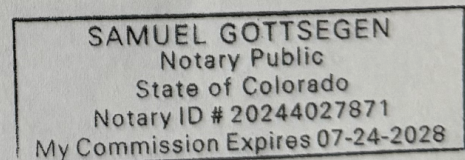
(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 13th day of March, 2025, by Andrew R. Klein

Witness my hand and official seal.

My commission expires on 7/24/2028

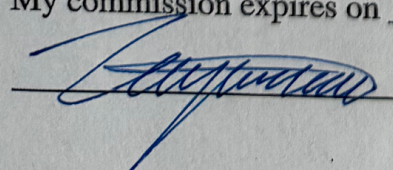

Notary Public



The foregoing signature(s) was/were subscribed and sworn to before me this 13 day of March, 2025, by Randall Beineke

Witness my hand and official seal.

My commission expires on 05/08/2028

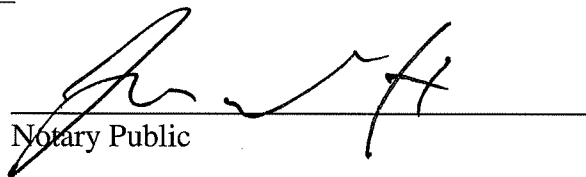

Notary Public



[illegible]


(Signature of Circulator)

My commission expires on 7/24/2028



1.21 ANNEXATION NO. 1
TO THE CITY OF FORT LUPTON, COLORADO, A PORTION OF THE
NW 1/4 OF SECTION 21 AND THE SW 1/4 OF SECTION 16, TOWNSHIP 1 NORTH,
RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 1

PROPERTY DESCRIPTION:

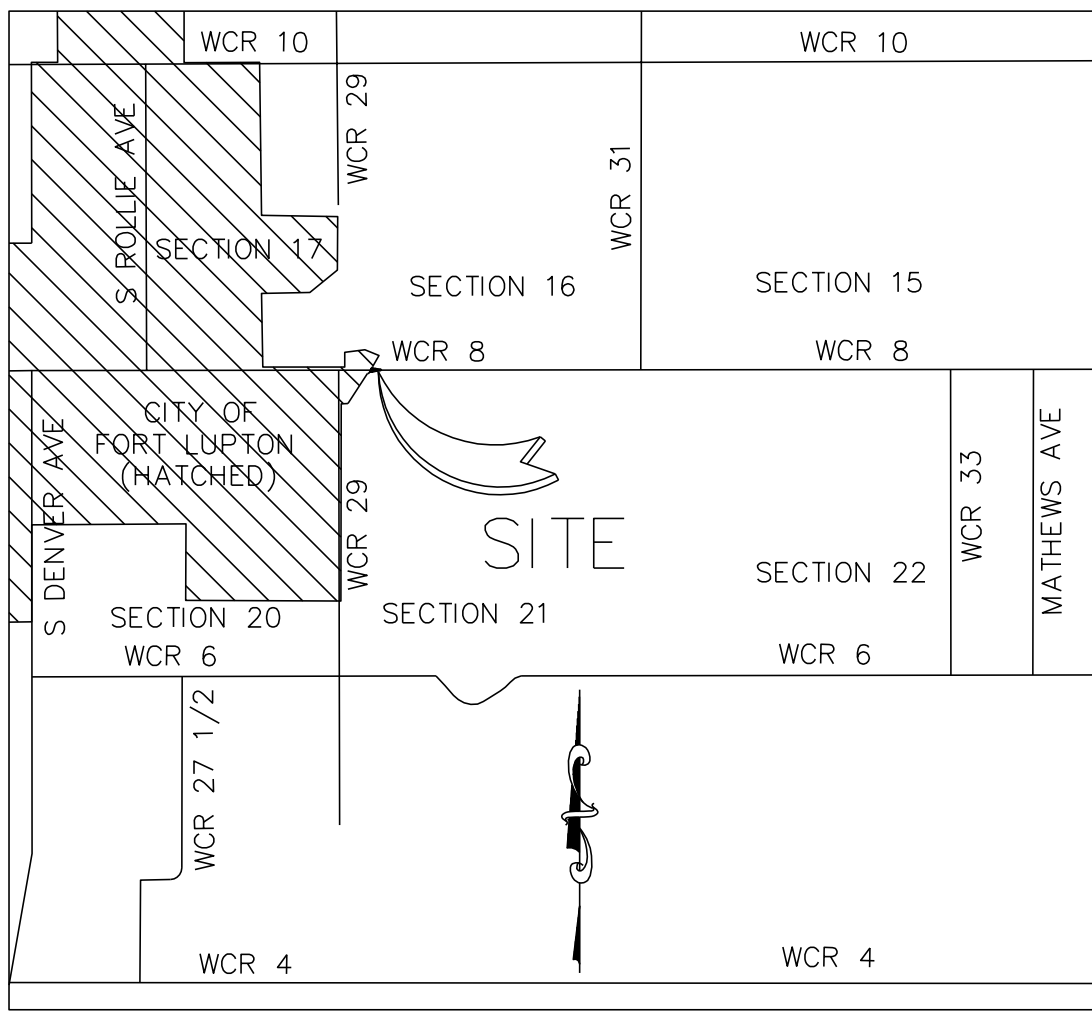
A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 21 AND THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE N89°39'47"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21 (CONSIDERING THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 22 TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO), A DISTANCE OF 579.81 FEET TO THE EASTERLY LINE OF BILLINGER ANNEXATIONS #1, #2 AND #3 RECORDED UNDER RECEPTION NUMBER 4520897 AND THE TRUE POINT OF BEGINNING;

THENCE N27°59'05"E ALONG SAID EASTERLY LINE, A DISTANCE OF 34.08 FEET TO THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 8 BEING 30.00 FEET NORTH OF SAID SECTION LINE;
THENCE S79°08'18"E, A DISTANCE OF 154.48 FEET;
THENCE S80°23'50"W, A DISTANCE OF 186.31 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID WELD COUNTY ROAD 8;
THENCE N27°59'05"E ALONG THE EASTERLY LINE OF SAID ANNEXATIONS, A DISTANCE OF 34.08 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 5,031 SQ. FT. / 0.1155 ACRES, MORE OR LESS.

ALL LINEAL DISTANCE ARE REPRESENTED IN U.S. SURVEY FEET.



VICINITY MAP
1"=3000'

PROJECT CONTACTS:

LAND OWNER:
RANCHO DE LOS TIEMPOS BUENOS PARTNERSHIP, LLC
15000 COUNTY ROAD 8
FORT LUPTON, CO 80621

LAND OWNER:
1.21 LLC
4100 EAST MISSISSIPPI AVE, SUITE 500
DENVER, CO 80246

PLANNING COMMISSION RECOMMENDATION:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HEREON DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HERON DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK

MAYOR

SEAL:

TITLE COMMITMENT NOTE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY RUBINO SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY OR TITLE OF RECORD. RUBINO SURVEYING RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 5523-4203301, DATED SEPTEMBER 10, 2024 AND LAND TITLE GUARANTEE COMPANY, COMMITMENT NO. ABZ25211080, DATED 6/04/2024

SURVEYOR'S NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

2. THE BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO BETWEEN MONUMENTS FOUND AND DESCRIBED HEREON.

3. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED EXACTLY AS 1200/3937 METERS.

4. ANY PERSON WHO KNOWINGLY REMOVES ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTE.

5. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY PLAT BY RUBINO SURVEYING, IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE CITY OF FORT LUPTON MUNICIPAL LIMITS.

SURVEYOR'S STATEMENT:

I, ROBERT J. RUBINO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

ROBERT J. RUBINO
COLORADO PLS 14142

LEGEND

- ANNEXATION BOUNDARY LINE
- ROW LINE
- PARCEL LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- EXISTING CORPORATE LIMITS
- (A) FOUND NO.5 REBAR NO CAP
- (B) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353
- (C) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 28273
- (D) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353 NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
- (E) FOUND NO.4 REBAR WITH 2" ALUM CAP 30.53 WITNESS CORNER NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
- (F) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 14142
- CALCULATED POSITION

OWNER'S APPROVAL:

KNOW ALL MEN BY THESE PRESENTS, THAT RANCHO DE LOS TIEMPOS BUENOS PARTNERSHIP, LLC, OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF 1.21 ANNEXATION NO. 1.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND

SEALS THIS _____ DAY OF _____, 20____.

STATE OF _____ }
s.s.

COUNTY OF _____ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____ A.D., 20____.

BY _____ AS _____
(NAME) (TITLE)

OF RANCHO DE LOS TIEMPOS BUENOS PARTNERSHIP, LLC,

BY _____ WITNESS MY HAND
NOTARY PUBLIC

AND SEAL

MY COMMISSION EXPIRES: _____

OWNER'S APPROVAL:

KNOW ALL MEN BY THESE PRESENTS, THAT 1.21 LLC, OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF 1.21 ANNEXATION NO. 1.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND

SEALS THIS _____ DAY OF _____, 20____.

STATE OF _____ }
s.s.

COUNTY OF _____ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____ A.D., 20____.

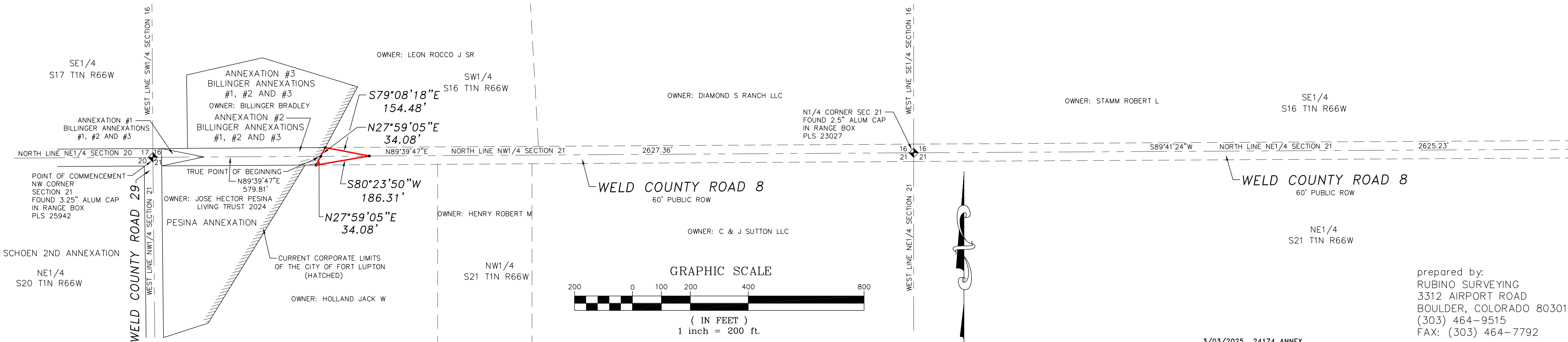
BY _____ AS _____
(NAME) (TITLE)

OF 1.21 LLC,

BY _____ WITNESS MY HAND
NOTARY PUBLIC

AND SEAL

MY COMMISSION EXPIRES: _____



prepared by:
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
(303) 464-9515
FAX: (303) 464-7792

1.21 ANNEXATION NO. 3
TO THE CITY OF FORT LUPTON, COLORADO, A PORTION OF THE
NORTH 1/2 OF SECTION 21 AND THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 1 NORTH,
RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 1

PROPERTY DESCRIPTION:

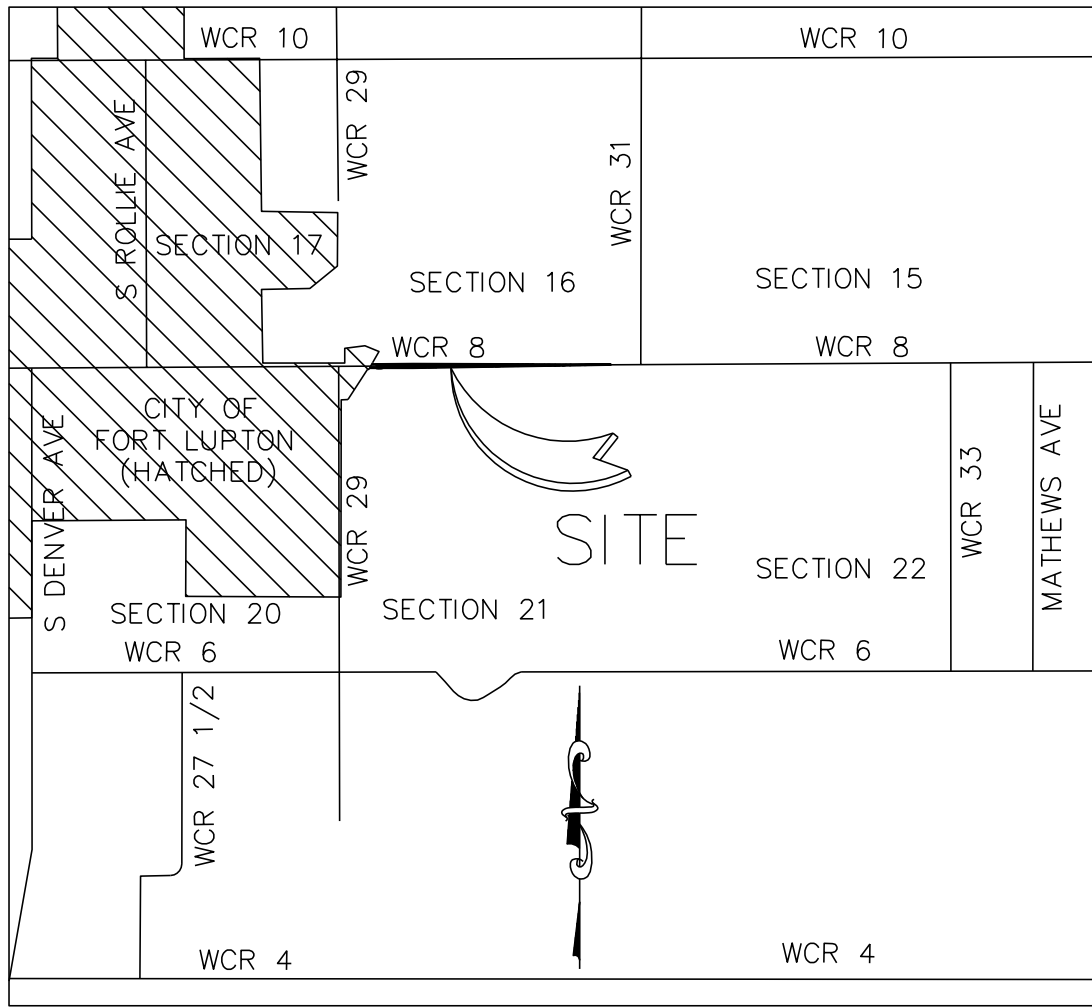
A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 21 AND THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE N89°39'47"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21 (CONSIDERING THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO), A DISTANCE OF 579.81 FEET TO THE EASTERLY LINE OF BILLINGER ANNEXATIONS #1, #2 AND #3 RECORDED UNDER RECEPTION NUMBER 4520897; THENCE N27°59'05"E ALONG SAID EASTERLY LINE, A DISTANCE OF 34.08 FEET TO THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 8 BEING 30.00 FEET NORTH OF SAID SECTION LINE; THENCE N89°39'47"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 75.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N89°39'47"E ALONG SAID NORTH ROW LINE, A DISTANCE OF 600.00 FEET;
THENCE S89°47'03"E, A DISTANCE OF 3199.04 FEET;
THENCE S89°08'29"W, A DISTANCE OF 3199.02 FEET TO THE SOUTH ROW LINE OF SAID WELD COUNTY ROAD 8;
THENCE S89°39'47"W ALONG SAID SOUTH ROW LINE, A DISTANCE OF 600.00 FEET;
THENCE N87°24'03"E, A DISTANCE OF 760.00 FEET;
THENCE N88°04'29"W, A DISTANCE OF 760.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 109,184 SQ. FT. / 2.5065 ACRES, MORE OR LESS.

ALL LINEAL DISTANCE ARE REPRESENTED IN U.S. SURVEY FEET.



PROJECT CONTACTS:

LAND OWNER:
RANCHO DE LOS TIEMPOS BUENOS PARTNERSHIP, LLC
15000 COUNTY ROAD 8
FORT LUPTON, CO 80621

LAND OWNER:
1.21 LLC
4100 EAST MISSISSIPPI AVE, SUITE 500
DENVER, CO 80246

PLANNING COMMISSION RECOMMENDATION:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HEREON DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HERON DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK _____ MAYOR _____

SEAL:

TITLE COMMITMENT NOTE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY RUBINO SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY OR TITLE OF RECORD. RUBINO SURVEYING RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 5523-4203301, DATED SEPTEMBER 10, 2024 AND LAND TITLE GUARANTEE COMPANY, COMMITMENT NO. ABZ25211080, DATED 6/04/2024

SURVEYOR'S NOTES:

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.
- THE BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO BETWEEN MONUMENTS FOUND AND DESCRIBED HEREON.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED EXACTLY AS 1200/3937 METERS.
- ANY PERSON WHO KNOWINGLY REMOVES ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTE.
- THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY PLAT BY RUBINO SURVEYING, IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE CITY OF FORT LUPTON MUNICIPAL LIMITS.

SURVEYOR'S STATEMENT:

I, ROBERT J. RUBINO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

ROBERT J. RUBINO
COLORADO PLS 14142

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	1,520.00
TOTAL BOUNDARY PERIMETER (L.F.)	9,118.00
1/6 OF PERIMETER (L.F.)	1,519.67
ANNEXATION RATIO (1 TO X)	1:6
TOTAL LAND AREA (ACRES)	2.5065

OWNER'S APPROVAL:

KNOW ALL MEN BY THESE PRESENTS, THAT RANCHO DE LOS TIEMPOS BUENOS PARTNERSHIP, LLC, OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF 1.21 ANNEXATION NO. 3.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND

SEALS THIS _____ DAY OF _____, 20____.

STATE OF _____ }
COUNTY OF _____ } s.s.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____ A.D., 20____.

BY _____ AS _____
(NAME) (TITLE)

OF RANCHO DE LOS TIEMPOS BUENOS PARTNERSHIP, LLC,

BY _____ NOTARY PUBLIC
WITNESS MY HAND
AND SEAL

MY COMMISSION EXPIRES: _____

OWNER'S APPROVAL:

KNOW ALL MEN BY THESE PRESENTS, THAT 1.21 LLC, OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF 1.21 ANNEXATION NO. 3.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND

SEALS THIS _____ DAY OF _____, 20____.

STATE OF _____ }
COUNTY OF _____ } s.s.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____ A.D., 20____.

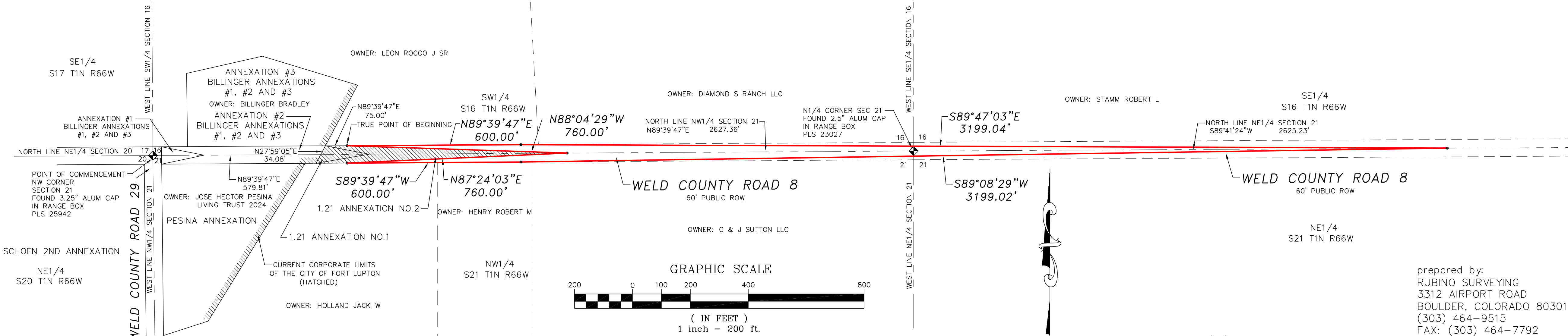
BY _____ AS _____
(NAME) (TITLE)

OF 1.21 LLC,

BY _____ NOTARY PUBLIC
WITNESS MY HAND
AND SEAL

MY COMMISSION EXPIRES: _____

- LEGEND
- ANNEXATION BOUNDARY LINE
 - ROW LINE
 - PARCEL LINE
 - LOT LINE
 - EASEMENT LINE
 - SECTION LINE
 - EXISTING CORPORATE LIMITS
 - (A) FOUND NO.5 REBAR NO CAP
 - (B) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353
 - (C) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 28273
 - (D) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353 NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
 - (E) FOUND NO.4 REBAR WITH 2" ALUM CAP 30.53 WITNESS CORNER NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
 - (F) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 14142
 - CALCULATED POSITION



prepared by:
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
(303) 464-9515
FAX: (303) 464-7792

1.21 ANNEXATION NO. 4
TO THE CITY OF FORT LUPTON, COLORADO, A PORTION OF THE
NORTH 1/2 OF SECTIONS 21, 22 AND 23, AND THE SOUTH 1/2 OF SECTIONS 14, 15 AND 16,
TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 2

PROPERTY DESCRIPTION:

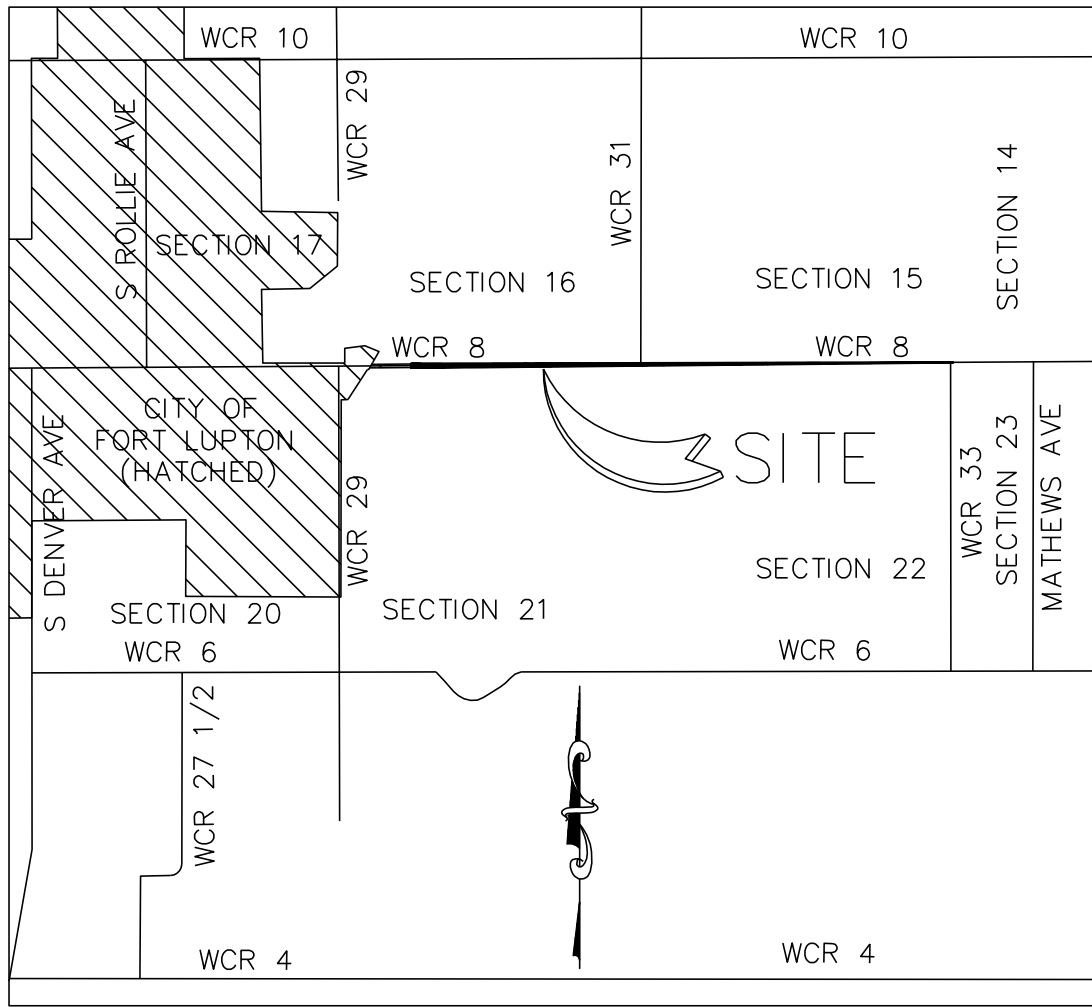
A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTIONS 21, 22 AND 23, AND THE SOUTH 1/2 OF SECTIONS 14, 15 AND 16, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE N89°39'47"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21 (CONSIDERING THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO), A DISTANCE OF 579.81 FEET TO THE EASTERLY LINE OF BILLINGER ANNEXATIONS #1, #2 AND #3 RECORDED UNDER RECEPTION NUMBER 4520897; THENCE N27°59'05"E ALONG SAID EASTERLY LINE, A DISTANCE OF 34.08 FEET TO THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 8 BEING 30.00 FEET NORTH OF SAID SECTION LINE; THENCE N89°39'47"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 675.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N89°39'47"E ALONG SAID NORTH ROW LINE, A DISTANCE OF 1200.00 FEET;
THENCE N89°50'53"E, A DISTANCE OF 8086.81 FEET;
THENCE S89°25'22"W, A DISTANCE OF 8086.84 FEET TO THE SOUTH ROW LINE OF SAID WELD COUNTY ROAD 8;
THENCE S89°39'47"W ALONG SAID SOUTH ROW LINE, A DISTANCE OF 1200.00 FEET;
THENCE N89°08'29"E, A DISTANCE OF 3199.02 FEET;
THENCE N89°47'03"W, A DISTANCE OF 3199.04 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 218,636 SQ. FT. / 5.0192 ACRES, MORE OR LESS.

ALL LINEAL DISTANCE ARE REPRESENTED IN U.S. SURVEY FEET.



VICINITY MAP
1"=3000'

PROJECT CONTACTS:

LAND OWNER:
RANCHO DE LOS TIEMPOS BUENOS PARTNERSHIP, LLC
15000 COUNTY ROAD 8
FORT LUPTON, CO 80621

LAND OWNER:
1.21 LLC
4100 EAST MISSISSIPPI AVE, SUITE 500
DENVER, CO 80246

PLANNING COMMISSION RECOMMENDATION:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HEREON DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HERON DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK

MAYOR

SEAL:

TITLE COMMITMENT NOTE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY RUBINO SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY OR TITLE OF RECORD. RUBINO SURVEYING RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 5523-4203301, DATED SEPTEMBER 10, 2024 AND LAND TITLE GUARANTEE COMPANY, COMMITMENT NO. ABZ25211080, DATED 6/04/2024

SURVEYOR'S NOTES:

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.
- THE BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO BETWEEN MONUMENTS FOUND AND DESCRIBED HEREON.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED EXACTLY AS 1200/3937 METERS.
- ANY PERSON WHO KNOWINGLY REMOVES ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTE.
- THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY PLAT BY RUBINO SURVEYING, IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE CITY OF FORT LUPTON MUNICIPAL LIMITS.

SURVEYOR'S STATEMENT:

I, ROBERT J. RUBINO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

ROBERT J. RUBINO
COLORADO PLS 14142

- LEGEND
- ANNEXATION BOUNDARY LINE
 - ROW LINE
 - PARCEL LINE
 - LOT LINE
 - EASEMENT LINE
 - SECTION LINE
 - EXISTING CORPORATE LIMITS
 - (A) FOUND NO.5 REBAR NO CAP
 - (B) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353
 - (C) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 28273
 - (D) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353 NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
 - (E) FOUND NO.4 REBAR WITH 2" ALUM CAP 30.53 WITNESS CORNER NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
 - (F) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 14142
 - CALCULATED POSITION

OWNER'S APPROVAL:

KNOW ALL MEN BY THESE PRESENTS, THAT RANCHO DE LOS TIEMPOS BUENOS PARTNERSHIP, LLC, OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF 1.21 ANNEXATION NO. 4.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND

SEALS THIS _____ DAY OF _____, 20____.

STATE OF _____ }
s.s.

COUNTY OF _____ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____ A.D., 20____.

BY _____ AS _____

(NAME) (TITLE)

OF RANCHO DE LOS TIEMPOS BUENOS PARTNERSHIP, LLC,

BY _____ NOTARY PUBLIC

AND SEAL

MY COMMISSION EXPIRES: _____

OWNER'S APPROVAL:

KNOW ALL MEN BY THESE PRESENTS, THAT 1.21 LLC, OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF 1.21 ANNEXATION NO. 4.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND

SEALS THIS _____ DAY OF _____, 20____.

STATE OF _____ }
s.s.

COUNTY OF _____ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____ A.D., 20____.

BY _____ AS _____

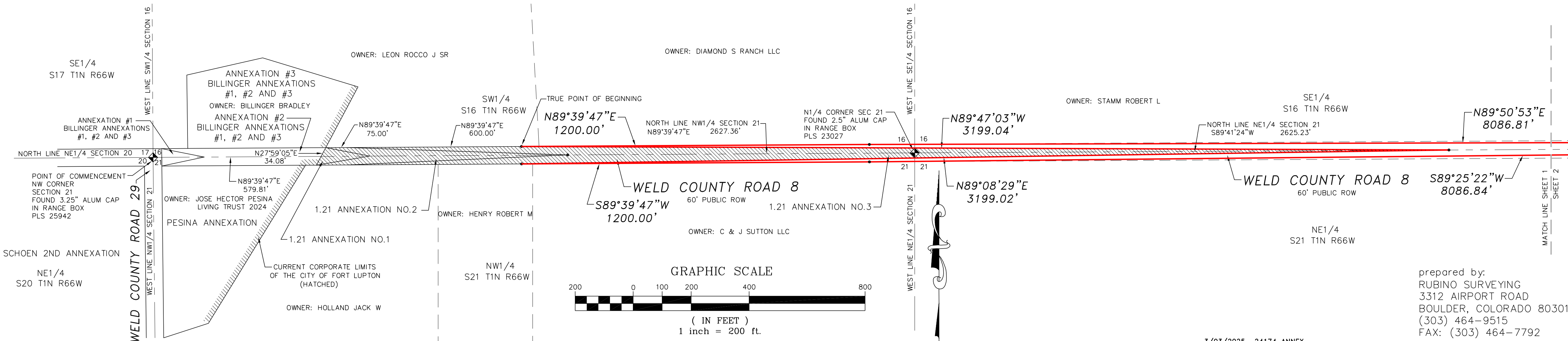
(NAME) (TITLE)

OF 1.21 LLC,

BY _____ NOTARY PUBLIC

AND SEAL

MY COMMISSION EXPIRES: _____

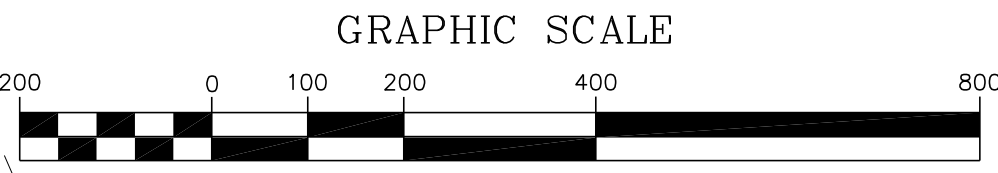


prepared by:
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
(303) 464-9515
FAX: (303) 464-7792

3/03/2025 24174 ANNEX

SHEET 1 OF 2

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6,398.06
TOTAL BOUNDARY PERIMETER (L.F.)	24,971.71
1/6 OF PERIMETER (L.F.)	4,161.95
ANNEXATION RATIO (1 TO X)	1:3.9030
TOTAL LAND AREA (ACRES)	5.0192



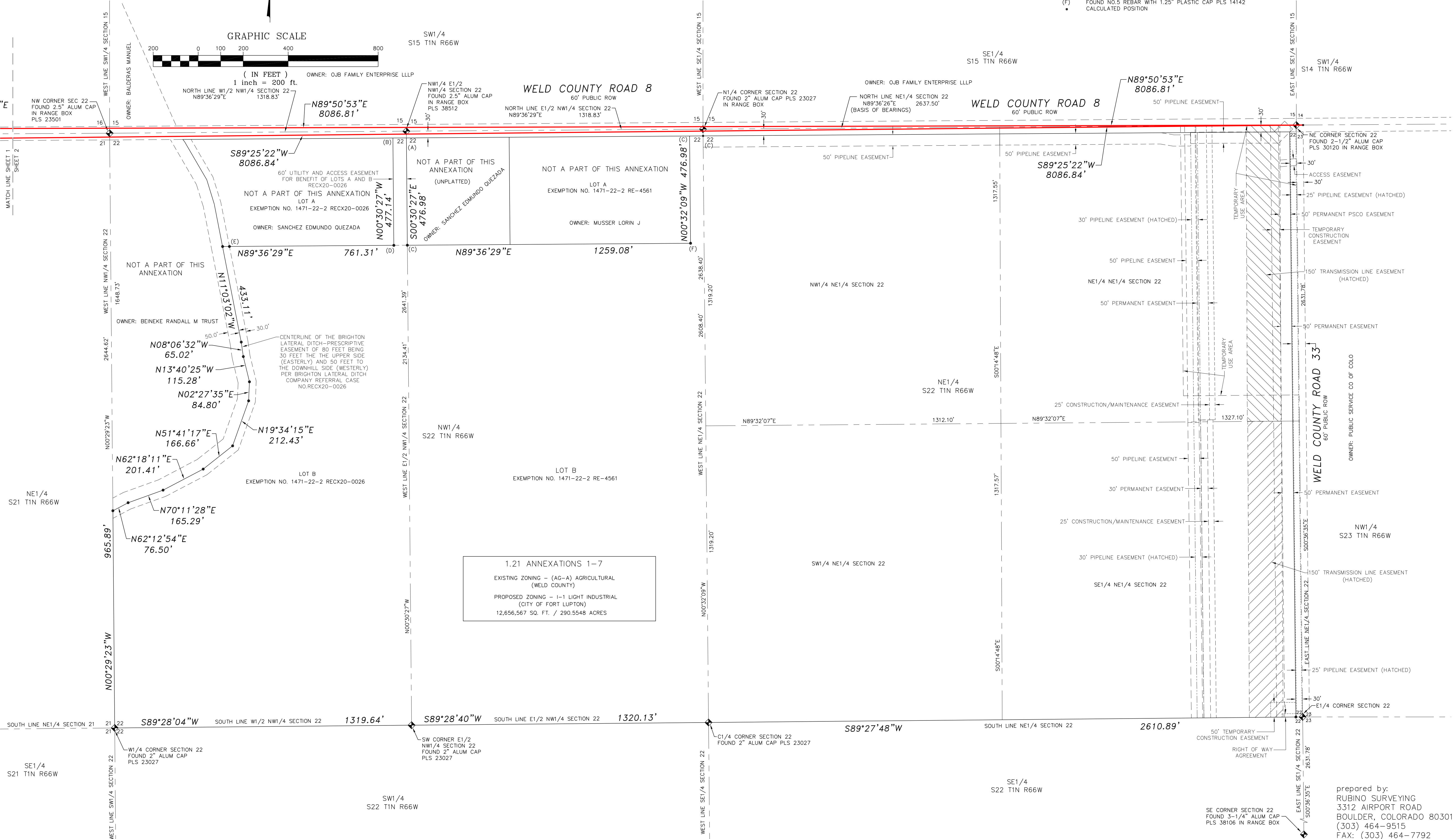
1.21 ANNEXATION NO. 4

TO THE CITY OF FORT LUPTON, COLORADO, A PORTION OF THE
NORTH 1/2 OF SECTIONS 21, 22 AND 23, AND THE SOUTH 1/2 OF SECTIONS 14, 15 AND 16,
TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2

LEGEND

- ANNEXATION BOUNDARY LINE
- ROW LINE
- PARCEL LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- EXISTING CORPORATE LIMITS
- (A) FOUND NO.5 REBAR NO CAP
- (B) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353
- (C) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 28273
- (D) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353 NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
- (E) FOUND NO.4 REBAR WITH 2" ALUM CAP 30.53 WITNESS CORNER NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
- (F) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 14142
- CALCULATED POSITION



prepared by:
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
(303) 464-9515
FAX: (303) 464-7792

3/05/2024 24174 ANNEX

1.21 ANNEXATION NO. 5
TO THE CITY OF FORT LUPTON, COLORADO, A PORTION OF THE
NORTH 1/2 OF SECTIONS 21, 22 AND 23, AND THE SOUTH 1/2 OF SECTIONS 14, 15 AND 16,
TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 2

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTIONS 21, 22 AND 23, AND THE SOUTH 1/2 OF SECTIONS 14, 15 AND 16, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE N89°39'47"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21 (CONSIDERING THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO), A DISTANCE OF 579.81 FEET TO THE EASTERLY LINE OF BILLINGER ANNEXATIONS #1, #2 AND #3 RECORDED UNDER RECEPTION NUMBER 4520897; THENCE N27°59'05"E ALONG SAID EASTERLY LINE, A DISTANCE OF 34.08 FEET TO THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 8 BEING 30.00 FEET NORTH OF SAID SECTION LINE; THENCE N89°39'47"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1875.00 FEET TO THE TRUE POINT OF BEGINNING;

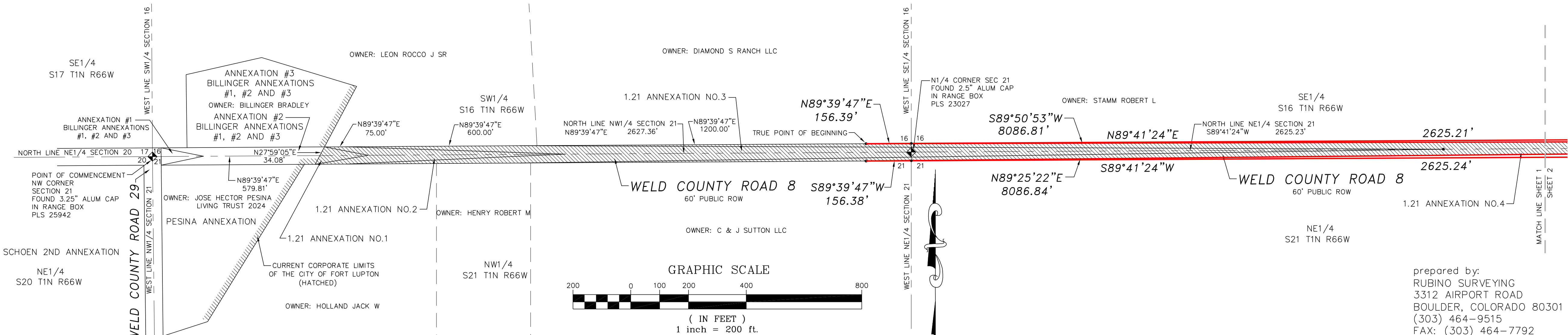
THENCE CONTINUING N89°39'47"E ALONG SAID NORTH ROW LINE, A DISTANCE OF 156.39 FEET;
THENCE N89°41'24"E ALONG SAID NORTH ROW LINE, A DISTANCE OF 2625.21 FEET;
THENCE N89°36'29"E ALONG SAID NORTH ROW LINE, A DISTANCE OF 2637.63 FEET;
THENCE N89°36'26"E ALONG SAID NORTH ROW LINE, A DISTANCE OF 2667.39 FEET;
THENCE S00°36'35"E, A DISTANCE OF 60.00 FEET TO THE SOUTH ROW LINE OF SAID WELD COUNTY ROAD 8;
THENCE S89°36'26"W ALONG SAID SOUTH ROW LINE, A DISTANCE OF 2667.54 FEET;
THENCE S89°36'29"W ALONG SAID SOUTH ROW LINE, A DISTANCE OF 2637.75 FEET;
THENCE S89°41'24"W ALONG SAID SOUTH ROW LINE, A DISTANCE OF 2625.24 FEET;
THENCE S89°39'47"W ALONG SAID SOUTH ROW LINE, A DISTANCE OF 156.38 FEET;
THENCE N89°25'22"E, A DISTANCE OF 8086.84 FEET;
THENCE S89°50'53"W, A DISTANCE OF 8086.81 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 242,605 SQ. FT. / 5.5694 ACRES, MORE OR LESS.

ALL LINEAL DISTANCE ARE REPRESENTED IN U.S. SURVEY FEET.

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	16,173.65
TOTAL BOUNDARY PERIMETER (L.F.)	32,407.19
1/6 OF PERIMETER (L.F.)	5,401.19
ANNEXATION RATIO (1 TO X)	1:2.0037
TOTAL LAND AREA (ACRES)	5.5694

- LEGEND
- ANNEXATION BOUNDARY LINE
 - ROW LINE
 - PARCEL LINE
 - LOT LINE
 - EASEMENT LINE
 - SECTION LINE
 - EXISTING CORPORATE LIMITS
 - (A) FOUND NO.5 REBAR NO CAP
 - (B) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353
 - (C) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 28273
 - (D) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353 NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
 - (E) FOUND NO.4 REBAR WITH 2" ALUM CAP 30.53 WITNESS CORNER NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
 - (F) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 14142
 - CALCULATED POSITION



PLANNING COMMISSION RECOMMENDATION:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HEREON DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HERON DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK

MAYOR

SEAL:

TITLE COMMITMENT NOTE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY RUBINO SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY OR TITLE OF RECORD. RUBINO SURVEYING RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 5523-4203301, DATED SEPTEMBER 10, 2024 AND LAND TITLE GUARANTEE COMPANY, COMMITMENT NO. ABZ25211080, DATED 6/04/2024

SURVEYOR'S NOTES:

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.
- THE BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO BETWEEN MONUMENTS FOUND AND DESCRIBED HEREON.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED EXACTLY AS 1200/3937 METERS.
- ANY PERSON WHO KNOWINGLY REMOVES ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTE.
- THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY PLAT BY RUBINO SURVEYING, IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE CITY OF FORT LUPTON MUNICIPAL LIMITS.

SURVEYOR'S STATEMENT:

I, ROBERT J. RUBINO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

ROBERT J. RUBINO
COLORADO PLS 14142

prepared by:
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
(303) 464-9515
FAX: (303) 464-7792

3/03/2025 24174 ANNEX

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	16,173.65
TOTAL BOUNDARY PERIMETER (L.F.)	32,407.19
1/6 OF PERIMETER (L.F.)	5,401.19
ANNEXATION RATIO (1 TO X)	1:2.0037
TOTAL LAND AREA (ACRES)	5.5694

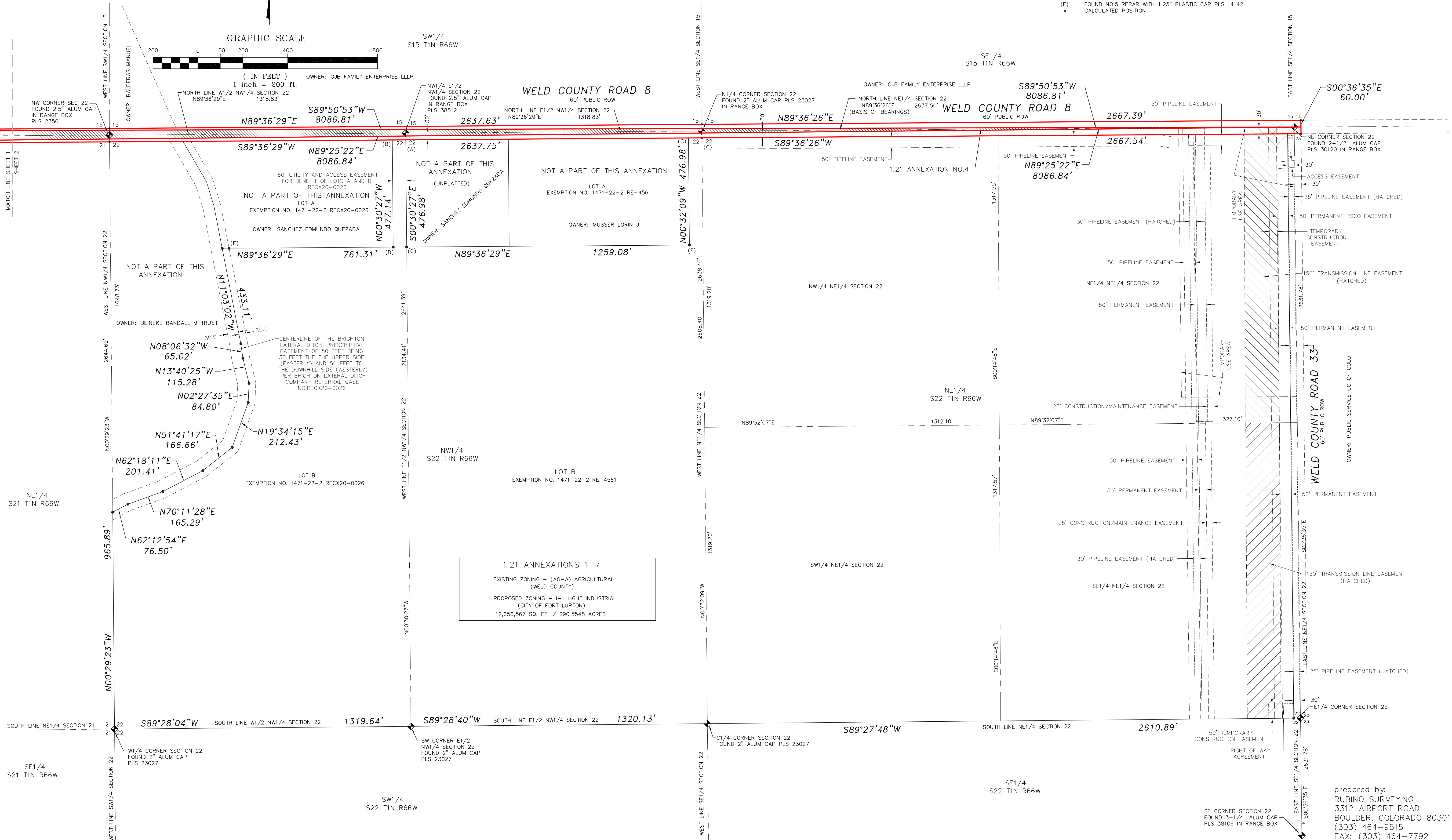


1.21 ANNEXATION NO. 5
TO THE CITY OF FORT LUPTON, COLORADO, A PORTION OF THE
NORTH 1/2 OF SECTIONS 21, 22 AND 23, AND THE SOUTH 1/2 OF SECTIONS 14, 15 AND 16,
TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2

LEGEND

- ANNEXATION BOUNDARY LINE
- ROW LINE
- PARCEL LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- EXISTING CORPORATE LIMITS
- (A) FOUND NO.5 REBAR NO CAP
- (B) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353
- (C) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 28273
- (D) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353 NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
- (E) FOUND NO.4 REBAR WITH 2" ALUM CAP 30.53 WITNESS CORNER NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
- (F) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 14142
- CALCULATED POSITION



3/03/2025 24174 ANNEX

1.21 ANNEXATION NO. 6
TO THE CITY OF FORT LUPTON, COLORADO, A PORTION OF THE
NORTH 1/2 OF SECTIONS 22 AND 23, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 2

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTIONS 22 AND 23, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N89°39'47"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21 (CONSIDERING THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO), A DISTANCE OF 579.81 FEET TO THE EASTERLY LINE OF BILLINGER ANNEXATIONS #1, #2 AND #3 RECORDED UNDER RECEPTION NUMBER 4520897; THENCE N27°59'05"E ALONG SAID EASTERLY LINE, A DISTANCE OF 34.08 FEET TO THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 8 BEING 30.00 FEET NORTH OF SAID SECTION LINE; THENCE N89°39'47"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2031.39 FEET; THENCE N89°41'24"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2625.21 FEET; THENCE N89°36'29"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2637.63 FEET THENCE N89°36'26"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2667.39 FEET; THENCE S00°36'35"E, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID WELD COUNTY ROAD 8 AND THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 33 AND THE TRUE POINT OF BEGINNING;

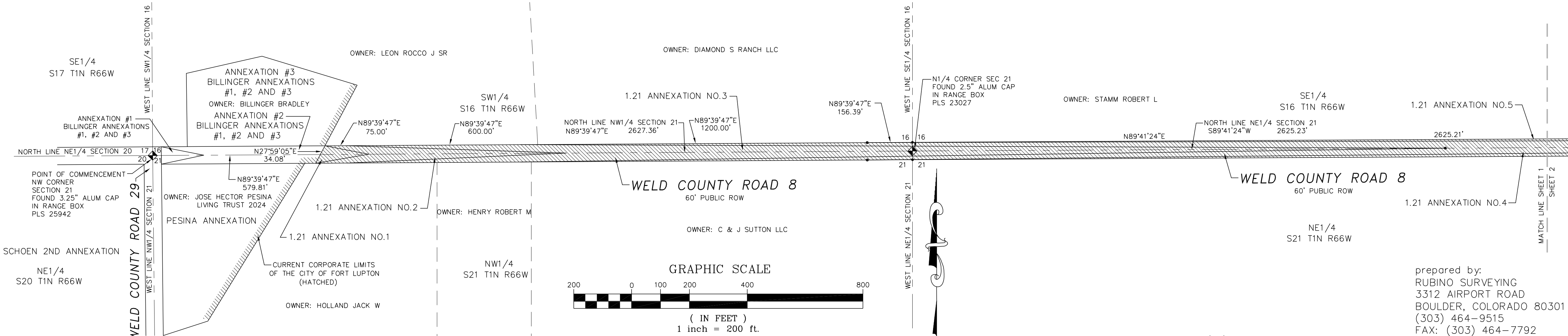
THENCE S00°36'35"E ALONG THE EAST RIGHT OF WAY LINE OF SAID WELD COUNTY ROAD 33 AND BEING 30.00 FEET EAST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 2,601.71 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 EXTENDED 30.00 FEET EAST AND BEING 30.00 FEET EAST OF THE EAST 1/4 CORNER OF SAID SECTION 22; THENCE S89°27'48"W ALONG SAID SOUTH LINE, A DISTANCE OF 2,670.89 FEET TO THE CENTER OF SAID SECTION 22 AND THE SOUTHEAST CORNER LOT B OF RECORDED EXEMPTION NO. 1471-22-2 RE-4561 RECORDED UNDER RECEPTION NO. 3472704; THENCE N00°32'09"W ALONG THE EAST LINE OF SAID LOT B AND ALONG THE WEST LINE OF THE NE 1/4 OF SAID SECTION 22, A DISTANCE OF 2608.40 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID WELD COUNTY ROAD 8; THENCE N89°36'26"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 2667.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6,953,435 SQ. FT. / 159.6289 ACRES, MORE OR LESS.

ALL LINEAL DISTANCE ARE REPRESENTED IN US SURVEY FEET.

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	2,667.54
TOTAL BOUNDARY PERIMETER (L.F.)	10,548.54
1/6 OF PERIMETER (L.F.)	1,758.09
ANNEXATION RATIO (1 TO X)	1:3.9544
TOTAL LAND AREA (ACRES)	159.6289

- LEGEND
- ANNEXATION BOUNDARY LINE
 - ROW LINE
 - PARCEL LINE
 - LOT LINE
 - EASEMENT LINE
 - SECTION LINE
 - EXISTING CORPORATE LIMITS
 - (A) FOUND NO.5 REBAR NO CAP
 - (B) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353
 - (C) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 28273
 - (D) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353 NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
 - (E) FOUND NO.4 REBAR WITH 2" ALUM CAP 30.53 WITNESS CORNER NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
 - (F) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 14142
 - CALCULATED POSITION



PLANNING COMMISSION RECOMMENDATION:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HEREON DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HERON DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK

MAYOR

SEAL:

TITLE COMMITMENT NOTE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY RUBINO SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY OR TITLE OF RECORD. RUBINO SURVEYING RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 5523-4203301, DATED SEPTEMBER 10, 2024 AND LAND TITLE GUARANTEE COMPANY, COMMITMENT NO. ABZ25211080, DATED 6/04/2024

SURVEYOR'S NOTES:

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.
- THE BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO BETWEEN MONUMENTS FOUND AND DESCRIBED HEREON.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED EXACTLY AS 1200/3937 METERS.
- ANY PERSON WHO KNOWINGLY REMOVES ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTE.
- THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY PLAT BY RUBINO SURVEYING, IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE CITY OF FORT LUPTON MUNICIPAL LIMITS.

SURVEYOR'S STATEMENT:

I, ROBERT J. RUBINO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

ROBERT J. RUBINO
COLORADO PLS 14142

prepared by:
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
(303) 464-9515
FAX: (303) 464-7792

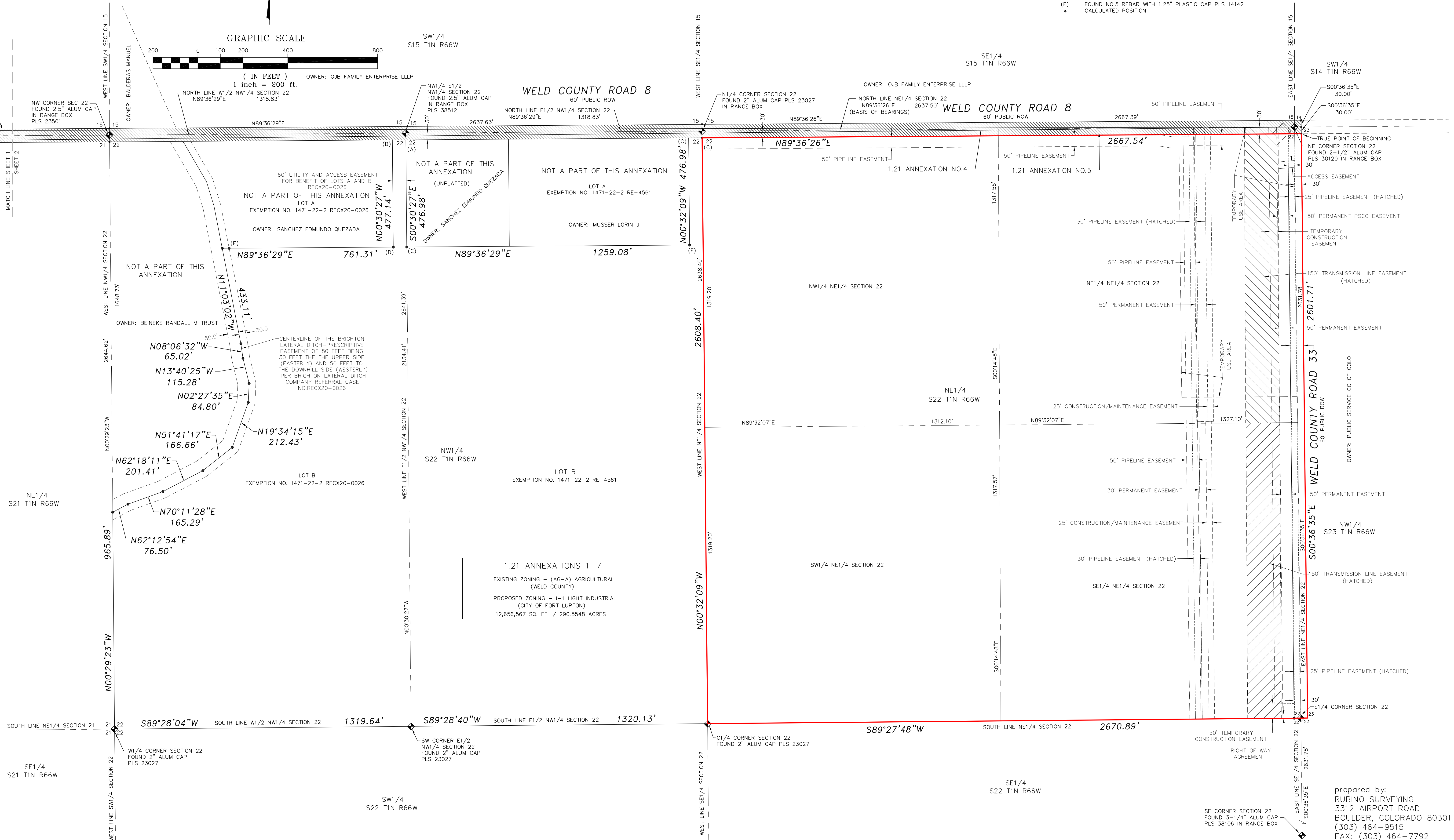
ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	2,667.54
TOTAL BOUNDARY PERIMETER (L.F.)	10,548.54
1/6 OF PERIMETER (L.F.)	1,758.09
ANNEXATION RATIO (1 TO X)	1:3.9544
TOTAL LAND AREA (ACRES)	159.6289



1.21 ANNEXATION NO. 6
TO THE CITY OF FORT LUPTON, COLORADO, A PORTION OF THE
NORTH 1/2 OF SECTIONS 22 AND 23, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO
SHEET 2 OF 2

LEGEND

- ANNEXATION BOUNDARY LINE
- ROW LINE
- PARCEL LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- EXISTING CORPORATE LIMITS
- (A) FOUND NO.5 REBAR NO CAP
- (B) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353
- (C) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 28273
- (D) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353 NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
- (E) FOUND NO.4 REBAR WITH 2" ALUM CAP 30.53 WITNESS CORNER NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
- (F) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 14142
- CALCULATED POSITION



prepared by:
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
(303) 464-9515
FAX: (303) 464-7792

1.21 ANNEXATION NO. 7

TO THE CITY OF FORT LUPTON, COLORADO, A PORTION OF THE
NW 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

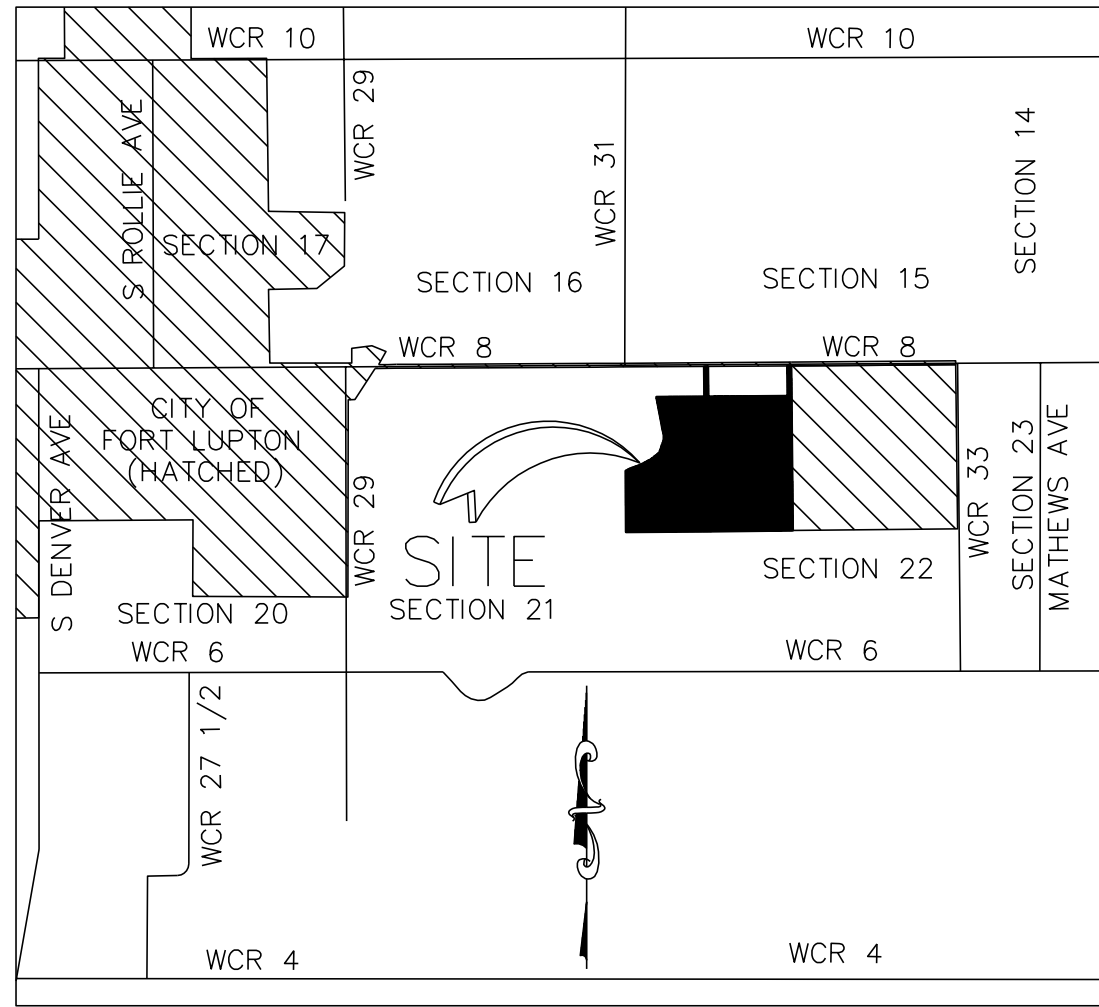
COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N89°39'47"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21 (CONSIDERING THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO), A DISTANCE OF 579.81 FEET TO THE EASTERLY LINE OF BILLINGER ANNEXATIONS #1, #2 AND #3 RECORDED UNDER RECEPTION NUMBER 4520897; THENCE N27°59'05"E ALONG SAID EASTERLY LINE, A DISTANCE OF 34.08 FEET TO THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 8 BEING 30.00 FEET NORTH OF SAID SECTION LINE; THENCE N89°39'47"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2031.39 FEET; THENCE N89°41'24"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2625.21 FEET; THENCE N89°36'29"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2637.63 FEET THENCE N89°36'26"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2667.39 FEET; THENCE S00°36'35"E, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID WELD COUNTY ROAD 8 AND THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 33; THENCE S00°36'35"E ALONG THE EAST RIGHT OF WAY LINE OF SAID WELD COUNTY ROAD 33 AND BEING 30.00 FEET EAST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 2,601.71 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 EXTENDED 30.00 FEET EAST AND BEING 30.00 FEET EAST OF THE EAST 1/4 CORNER OF SAID SECTION 22; THENCE S89°27'48"W ALONG SAID SOUTH LINE, A DISTANCE OF 2,670.89 FEET TO THE CENTER OF SAID SECTION 22 AND THE SOUTHEAST CORNER LOT B OF RECORDED EXEMPTION NO. 1471-22-2 RE-4561 RECORDED UNDER RECEPTION NO. 3472704 AND THE TRUE POINT OF BEGINNING;

THENCE S89°28'40"W ALONG THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22 AND ALONG THE SOUTH LINE SAID LOT B, A DISTANCE OF 1,320.13 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22 AND THE SOUTHEAST CORNER LOT B RECORDED EXEMPTION NO. 1471-22-2 RECX20-0026 RECORDED UNDER 4612745; THENCE S89°28'04"W ALONG THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22 AND ALONG THE SOUTH LINE OF SAID LOT B, A DISTANCE OF 1,319.64 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 22 AND THE SOUTHWEST CORNER OF SAID LOT B; THENCE N00°29'23"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22 AND ALONG THE WEST LINE OF SAID LOT B, A DISTANCE OF 965.89 FEET TO THE CENTERLINE OF THE BRIGHTON LATERAL DITCH; THENCE ALONG SAID CENTERLINE AND ALONG THE WESTERLY LINE OF SAID LOT B THE FOLLOWING NINE COURSES
1. THENCE N62°12'54"E, A DISTANCE OF 76.50 FEET;
2. THENCE N70°11'28"E, A DISTANCE OF 165.29 FEET;
3. THENCE N62°18'11"E, A DISTANCE OF 201.41 FEET;
4. THENCE N51°41'17"E, A DISTANCE OF 166.66 FEET;
5. THENCE N19°34'15"E, A DISTANCE OF 212.43 FEET;
6. THENCE N02°27'35"E, A DISTANCE OF 84.80 FEET;
7. THENCE N13°40'25"W, A DISTANCE OF 115.28 FEET;
8. THENCE N08°06'32"W, A DISTANCE OF 65.02 FEET;
9. THENCE N11°03'02"W, A DISTANCE OF 433.11 FEET TO THE SOUTHWEST CORNER LOT A SAID RECORDED EXEMPTION NO. 1471-22-2 RECX20-0026;
THENCE N89°36'29"E ALONG THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 761.31 FEET TO THE SOUTHEAST CORNER OF SAID LOT A;
THENCE N00°30'27"W ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 477.14 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID WELD COUNTY ROAD 8;
THENCE N89°36'29"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE EAST LINE OF LOT B OF SAID EXEMPTION NO. 1471-22-2 RECX20-0026;
THENCE S00°30'27"E ALONG SAID EAST LINE OF SAID LOT B, A DISTANCE OF 476.98 FEET TO THE NORTHWEST CORNER LOT B OF SAID RECORDED EXEMPTION NO. 1471-22-2 RE-4561;
THENCE N89°36'29"E ALONG THE NORTH LINE OF SAID LOT B, A DISTANCE OF 1,259.08 FEET TO THE SOUTHEAST CORNER LOT A OF SAID EXEMPTION NO. 1471-22-2 RE-4561;
THENCE N00°32'09"W ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 476.98 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID WELD COUNTY ROAD 8 BEING 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22;
THENCE N89°36'29"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID LOT B OF SAID RECORDED EXEMPTION NO. 1471-22-2 RE-4561 AND THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22;
THENCE S00°32'09"E ALONG THE EAST LINE OF SAID LOT B AND THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 2608.40 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5,104,457 SQ. FT. / 117.1822 ACRES, MORE OR LESS.

ALL LINEAL DISTANCE ARE REPRESENTED IN US SURVEY FEET.

SHEET 1 OF 2



VICINITY MAP
1"=3000'

OWNER'S APPROVAL:

KNOW ALL MEN BY THESE PRESENTS, THAT RANCHO DE LOS TIEMPOS BUENOS PARTNERSHIP, LLC, OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF 1.21 ANNEXATION NO. 7.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND

SEALS THIS _____ DAY OF _____, 20____.

STATE OF _____ }
s.s.

COUNTY OF _____ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____ A.D., 20____.

BY _____ AS _____

(NAME) (TITLE)

OF RANCHO DE LOS TIEMPOS BUENOS PARTNERSHIP, LLC,

BY _____ WITNESS MY HAND

NOTARY PUBLIC

AND SEAL

MY COMMISSION EXPIRES: _____

OWNER'S APPROVAL:

KNOW ALL MEN BY THESE PRESENTS, THAT 1.21 LLC, OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF 1.21 ANNEXATION NO. 7.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND

SEALS THIS _____ DAY OF _____, 20____.

STATE OF _____ }
s.s.

COUNTY OF _____ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____ A.D., 20____.

BY _____ AS _____

(NAME) (TITLE)

OF 1.21 LLC,

BY _____ WITNESS MY HAND

NOTARY PUBLIC

AND SEAL

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION RECOMMENDATION:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HEREON DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE HERON DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK

MAYOR

SEAL:

TITLE COMMITMENT NOTE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY RUBINO SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY OR TITLE OF RECORD. RUBINO SURVEYING RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 5523-4203301, DATED SEPTEMBER 10, 2024 AND LAND TITLE GUARANTEE COMPANY, COMMITMENT NO. ABZ25211080, DATED 6/04/2024

SURVEYOR'S NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

2. THE BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 ASSUMED TO BEAR N89°36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO BETWEEN MONUMENTS FOUND AND DESCRIBED HEREON.

3. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED EXACTLY AS 1200/3937 METERS.

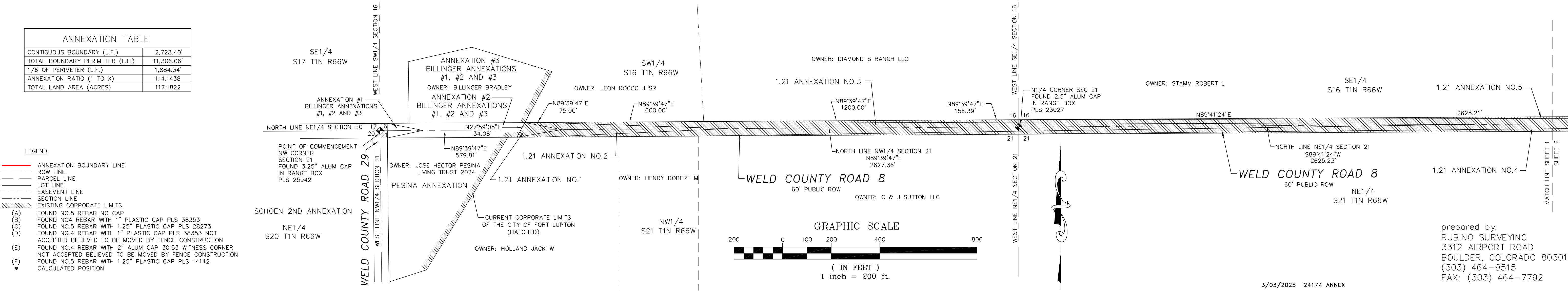
4. ANY PERSON WHO KNOWINGLY REMOVES ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTE.

5. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY PLAY BY RUBINO SURVEYING, IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE CITY OF FORT LUPTON MUNICIPAL LIMITS.

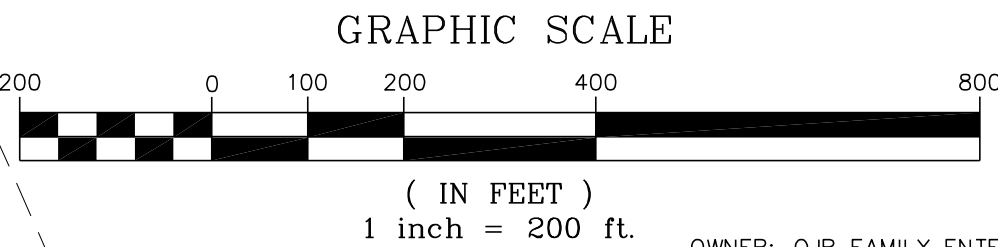
SURVEYOR'S STATEMENT:

I, ROBERT J. RUBINO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

ROBERT J. RUBINO
COLORADO PLS 14142



ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	2,728.40'
TOTAL BOUNDARY PERIMETER (L.F.)	11,306.06'
1/6 OF PERIMETER (L.F.)	1,884.34'
ANNEXATION RATIO (1 TO X)	1:4.1438
TOTAL LAND AREA (ACRES)	117.1822

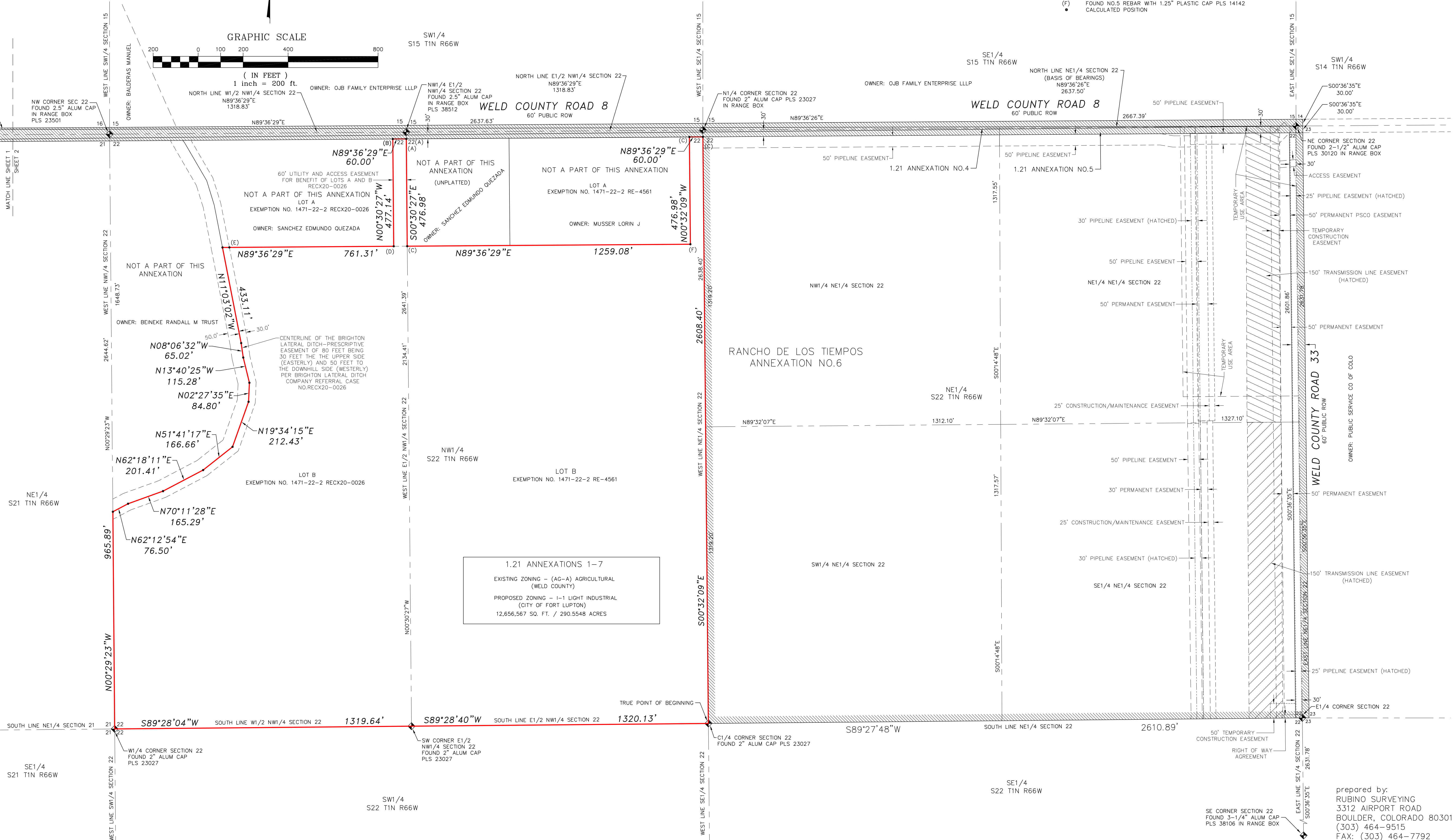


1.21 ANNEXATION NO. 7

TO THE CITY OF FORT LUPTON, COLORADO, A PORTION OF THE
NW 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2

- LEGEND
- ANNEXATION BOUNDARY LINE
 - ROW LINE
 - PARCEL LINE
 - LOT LINE
 - EASEMENT LINE
 - SECTION LINE
 - EXISTING CORPORATE LIMITS
 - (A) FOUND NO.5 REBAR NO CAP
 - (B) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353
 - (C) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 28273
 - (D) FOUND NO.4 REBAR WITH 1" PLASTIC CAP PLS 38353 NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
 - (E) FOUND NO.4 REBAR WITH 2" ALUM CAP 30.53 WITNESS CORNER NOT ACCEPTED BELIEVED TO BE MOVED BY FENCE CONSTRUCTION
 - (F) FOUND NO.5 REBAR WITH 1.25" PLASTIC CAP PLS 14142
 - CALCULATED POSITION



prepared by:
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
(303) 464-9515
FAX: (303) 464-7792

3/03/2025 24174 ANNEX



SUBJECT FOR DISCUSSION

Award of Contract to Kimley Horn and Associates, Inc. for an Amount Not to Exceed \$155,037.00 for the 14th Street Storm Sewer Trunk Line Project from the Storm Drainage Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Staff has been working with Developers along the 14th Street drainage Basin to improve the drainage in the area. Developments have constructed portion in association with the subdivisions. The outfall Storm Sewer Trunk line project extends from Northrup Avenue west to Golden Pond detention facility along the 14th Street alignment. This area experiences flooding events and requires a storm sewer to properly drain and convey flows.

City staff has provided initial concept modeling and design and now requires assistance completing the construction drawings.

Kimley Horn will be contacted to provide final design of the improvements.

FINANCIAL CONSIDERATIONS

The 2025 budget includes \$750,000.00 in the Storm Drainage Enterprise Fund for the CIP project CR 31 / 14th Street Outfall. Additional developer contributions for the project will be collected

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement with Kimley Horn
- B. Reject agreement and solicit additional proposals

STAFF RECOMMENDATIONS

Staff recommends approving contract agreement with Kimley Horn for an amount not to exceed \$155,037.00 for the CR 31/14th Street Outfall Project engineering design.

- Attachments:**
- a. PW Engineering Services Agreement – Kimley Horn
 - b. Scope of services
 - c. Notice to Proceed

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Engineering Services Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Kimley-Horn and Associates, Inc** (hereinafter "CONSULTANT").

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

1. **SCOPE OF SERVICES.** Consultant shall perform the services included in the scope of work set forth and incorporated herein as **Exhibit A**. Consultant confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the Consultant's Scope of Work (Exhibit A). In the event of any conflict between any of these documents, this document shall control.

3. **PERIOD OF SERVICE AND SCHEDULE.** The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. Consultant's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. Consultant shall make reasonable efforts to comply with deliverable schedules and consistent with Consultant's professional responsibility.

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **\$ 155,037.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Consultant in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole

discretion in writing. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Consultant's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor Consultant shall assign or transfer interest in this Agreement without the written consent of the other.

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

8. **COMPUTER PROGRAMS OR MODELS**
Any use, development, modification, or integration by Consultant of computer software modeling programs does not constitute ownership or a license to City to use or modify such computer software modeling programs.

9. **ELECTRONIC MEDIA AND DATA TRANSMISSIONS**
A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for City information and convenience only. Such media or transmissions are not to be considered part of Consultant's instruments of service. Consultant, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. Consultant shall not be liable for loss or damage directly or indirectly, arising out of City's use of electronic media or data transmissions.

10. **DOCUMENTS.** All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by City or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by City or others without written verification, adaptation, and permission by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

In the event that Consultant is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, City represents that City either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Consultant will use professional judgement and analysis related to any documents produce by others for the City, for which Consultant shall rely on to perform and complete its services.

11. **ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS**

Estimates, schedules, forecasts, and projections prepared by Consultant relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Consultant's experience, qualifications, and judgment as a professional. Since Consultant has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Consultant does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Consultant.

12. **ON-SITE SERVICES**

A. Project site visits by Consultant during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make Consultant responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. City shall disclose to Consultant the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by Consultant's employees or subcontractors. If any hazardous wastes not identified by City are discovered after a Project is undertaken, City and Consultant agree that the scope of services, schedule, and compensation may be adjusted accordingly. City agrees to release Consultant from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site

13. **TERMINATION.** Services may be terminated by City or Consultant by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay Consultant all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

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

15. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

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

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

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

19. **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.

20. **INDEMNIFICATION BY CONSULTANT.** Consultant shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property

arising out of the activities of Consultant or its subconsultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees. To the extent allowed by law, City will require all construction contractors to indemnify, defend, and hold harmless City and Consultant from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

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

EXECUTED THIS **18th** DAY OF **March, 2025.**

CITY OF FORT LUPTON, COLORADO

BY: **Zo Hubbard**

TITLE: **Mayor**

Kimley-Horn and Associates, Inc:

BY: _____

TITLE: _____

EXHIBIT A

PROPOSAL FOR

**14th Street Storm
Sewer Trunk Line**

DESIGN SERVICES

Prepared for:

CITY OF FORT LUPTON

Prepared by:

Kimley»Horn
Expect More. Experience Better.

February 20, 2025

14th Street Storm Sewer Trunk Line

February 20, 2025

Mr. David Rausch
City Engineer
130 S. McKinley Avenue
Fort Lupton, Colorado 80621

Re: Letter Agreement for Professional Services for 14th Street Storm Sewer Trunk Line Design Services Railroad to Northrop Avenue

Dear Mr. Rausch,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to City of Fort Lupton (“CITY”) for providing engineering services to prepare bid documents for the above-mentioned project.

Project Understanding

It is our understanding that concept design has been developed by the City. The limits of the design begins at Northrop Avenue and outfalls at the “Golden Pond” as depicted below:



The proposed storm sewer will extend 3,700 linear feet from Northrop to this location and will follow the existing alignment of the roadside ditch along the south-side of 14th Street. The picture below shows the existing conditions of ditch which crosses under several driveways.

14th Street Storm Sewer Trunk Line



Assumptions:

We understand that a concept alignment and design has been developed by the CITY and the awarded consultant will receive this design and corresponding survey. For the purposes of this proposal, we have assumed our efforts for the concept design will include data review to confirm the alignment and confirm the survey completed is what is required for design phases and determine the geotechnical information that will be required to complete the design and develop Bid Documents.

Kimley-Horn's scope and fee are based on the following assumptions:

- ▲ Survey and Concept Design are Provided by City in AutoCad that Kimley-Horn can utilize to develop further into Bid Documents.
- ▲ Up to 10 project design meetings, in total, will be included which will be a combination of bi-weekly meetings, design review meetings for Preliminary and Final Design.
- ▲ Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on USB drive in a format compatible with the current AutoCAD release used by the City of Fort Lupton.
- ▲ Record drawings shall be provided on USB drive in AutoCAD format in addition to the reproducible drawings.

14th Street Storm Sewer Trunk Line

- ▲ All installation and relocation of utilities not owned by the CITY are included in the franchise utility relocation. Utility relocation design will be accomplished outside of the terms of this agreement by others or as an add-service.
- ▲ The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract.
- ▲ City has survey for ROW and Topology as well as Quality Level B utility locates and will provide to Consultant.
- ▲ Construction Phase Services or Administration will be managed by CITY or otherwise contracted separately after bidding phase.

If any of these assumptions are not correct, then the scope and fee will change.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Project Management

- ▲ Progress meetings throughout the duration of the design process, unless waived on a case-by-case basis by the City/PM. Meetings may involve City staff, Consultant staff, other governmental agencies, affected property owners, utility companies, etc. The Consultant/PM shall submit meeting agenda to the City/PM for review prior to a meeting.
- ▲ Minutes of all meetings. The minutes will be provided to the City/PM within three (3) working days after the meeting. When a definable task is discussed during a meeting, the minutes will identify the "Action Item," the party responsible for accomplishing it, and the proposed completion date.
- ▲ Attend design review meetings with CITY after submittal of Concept, Preliminary, and Final Design Phases. Provide written response to design review comments provided by CITY.
- ▲ Note in Assumptions that is assumed that a total of up to 10 meetings will be required for Design of this project.
 - ▲ Kick-off Meeting (1)
 - ▲ Design Review Meetings (3)
 - ▲ Progress Meetings (6)

14th Street Storm Sewer Trunk Line

Conceptual Design Phase and Memorandum

- ▲ Prepare plan and profile drawings on CITY standard sheet templates showing all existing facilities. Horizontal scale of drawings to be 1:20 feet or larger and vertical scale to be 1:5 feet. **Plans and data shall include the following information:**
- ▲ Survey data, centerline and stations, existing improvements, boring locations, bench marks and horizontal control, and existing and proposed right-of-way.
- ▲ Soil boring information including existing pavement sections. Soils laboratory data are not required in the concept phase.
- ▲ Drainage information on concept plans shall include approximate location, size and type of major structures. A drainage area map shall be furnished showing major subareas.
- ▲ Provide basis of design memorandum outlining recommendations, summarizing criteria, calculations, and other project information.

Preliminary Design Phase

Develop Preliminary Design Plans in accordance with the recommendations and templates set forth in the Concept Design Phase:

- ▲ Design and layout all proposed street horizontal and vertical alignment on plan and profile sheets.
- ▲ Perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology calculations shall include runoff quantities for the 10- and 100-year design storms.
- ▲ Identify water and sewer facilities requiring relocation. Meet with CITY to develop project approach for water and sewer designs.
- ▲ Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.
- ▲ Prepare preliminary storm water and erosion control plans.
- ▲ Prepare draft copy of special provisions (special conditions) to the construction specifications. CITY to provide front ends or Consultant will utilize EJCDC.

14th Street Storm Sewer Trunk Line

- ▲ Prepare Engineer's Opinion of Probable Construction cost for preliminary design.
- ▲ Provide design report including calculations and support data for preliminary design.

Prepare right-of-way plans to include the following:

- ▲ Plans shall be drawn at 1" = 40' scale or larger scale.
- ▲ Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, assigned tract numbers, addresses, temporary construction easements and related information.
- ▲ Provide tabulation of tracts, ownerships, and area calculations (permanent and temporary construction easements) for each acquisition, including areas of prescriptive easement.

Final Design Phase

- ▲ Prepare final design calculations, plans, profiles, and details.
- ▲ Prepare construction details which depict all typical items, including but not limited to, drainage inlets and junction boxes, underdrains, driveways, utilizing the CITY format and standard detail drawings where applicable
- ▲ Prepare final special provisions (special conditions) to the construction contract
- ▲ Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of quantities.
- ▲ Provide construction bid proposal form.
- ▲ Recommend construction contract time.
- ▲ Prepare complete construction specifications using CITY standard documents as available.
- ▲ Prepare Engineer Opinion of Probable Construction Cost.
- ▲ Develop design report to include complete calculations and data.
- ▲ Prepare a Storm Water Management Plan (SWMP). According to CDPHE requirements, complete SWMP application, for submittal, either, by the City to CDPHE, or for small acreage, permitting by the CITY. Plan details shall provide CONTRACTOR with necessary details to maintain a SWMP.

Bid/Award Phase

- ▲ Engineer will attend the pre-bid meeting held by the CITY. The Bid/Award Phase will be handled by the CITY.

Geotechnical Investigations Provided by Kumar and Associates (Kumar)

- ▲ Perform geotechnical investigations in accordance with AASHTO, and CITY criteria.
- ▲ Provide a proposed soil boring map and schedule of work for the CITY's review and approval prior to beginning the investigation.
- ▲ Kumar will be responsible for informing landowners of the location of and date in which borings will be performed. If Kumar is unable to successfully perform the investigation due to property owner objections, Kumar or Kimley-Horn shall inform the CITY of the objection and request further guidance.
- ▲ Perform sampling of subgrade soils by boring and excavation of test pits. A minimum of one boring or test pit shall be provided for every 500 lineal feet of street and at planned locations of structures. A test pit shall be completed for every 4 borings taken. For road widening projects, a portion of the tests shall be taken in ditch lines, or adjacent thereto, over which pavement structure may be constructed. Provide a boring and test pit plan for approval before beginning work.
- ▲ Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.
- ▲ After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade.
- ▲ Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

PROJECT DELIVERABLES

- ▲ Two copies of the Geotechnical Report.
- ▲ Two copies of the hydraulic modeling calculations and drainage design report.
- ▲ Concept Plans, design report and cost estimates.
- ▲ Preliminary Plans, design report, cost estimates and other supporting documents.
- ▲ Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.
- ▲ Up to Two Addendums during Bidding.
- ▲ Conform to Construction Set (Post-Bidding and Addendums).
- ▲ PDF copy of the Final Plans and Specifications to the Contractor.
- ▲ Set of Record Drawings (As-Builts).
- ▲ All files will also be electronically transferred to the city in electronic forms for all drawings, survey data, engineering calculations, narratives, project communications, quantities, estimations of cost, and all collected data resources.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement. These services can be provided as an additional service if requested by the CITY:

- ▲ QL-A SUE Test Holes Documentation
- ▲ Roadway or Pavement Plan Design
- ▲ Council Meetings/Presentations
- ▲ Public Outreach or Involvement
- ▲ Construction Support Services or Administration

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall provide the following information for use by the Consultant:

- ▲ Initial Project Survey and ROW information
- ▲ Concept Design Information completed to date

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Adam Monchak, PE, PMP

Project Manager



Joel Price, PE, LEED AP

Principal-in-Charge

Fee and Expenses

Kimley-Horn will perform the services in at hourly, not-to-exceed, detailed in the attached Fee Estimate. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

14th Street Storm Sewer Trunk Line**Proposed Fee**

Task Name	Labor Subtotal
Task 1: Project Management	
<i>Kick-off</i>	\$920
<i>Design Review (3)</i>	\$2,760
<i>Progress Meetings (6)</i>	\$3,870
<i>Invoicing (6)</i>	\$2,502

Task Name	Labor Subtotal
Task 2: Conceptual Design Phase	
<i>Review City's Design Data</i>	\$3,090
<i>Develop Concept Plans</i>	\$5,310
<i>Develop Concept Design Memo and Recommendation</i>	\$3,280

Task Name	Labor Subtotal
Task 3: Preliminary Design Phase	
<i>Design Plans</i>	\$17,200
<i>Drainage Report</i>	\$11,920
<i>Utility Plan Relocation</i>	\$5,360
<i>Construction Sequencing Plans and Traffic Control</i>	\$1,525
<i>Front End and Technical Specifications</i>	\$4,570
<i>Engineer's Opinion of Probable Cost</i>	\$1,290

Task Name	Labor Subtotal
Task 4: Final Design Phase	
<i>Stormwater Design Plans</i>	\$18,300
<i>Final Drainage Report</i>	\$6,840
<i>Utility Plan Relocation</i>	\$6,560
<i>Stormwater Management Plans</i>	\$9,800
<i>Front End and Technical Specifications</i>	\$9,780
<i>Engineer's Opinion of Probable Cost</i>	\$3,050

Task Name	Labor Subtotal
Task 5: Bid Phase and Contract Close-out	
<i>Attend Pre-Bid</i>	\$1,610
<i>Support Bid Question and Answer Addendums</i>	\$3,680
<i>Develop Conform to Construction Plans and Specs</i>	\$3,600
<i>As-Builts</i>	\$4,570

14th Street Storm Sewer Trunk Line

Task Name	Labor Subtotal
Task 6: Subconsultant Expenses	
<i>Geotechnical Investigations</i>	\$12,100
<i>Survey Support</i>	\$11,550

Labor Fee	\$131,387
Expenses Subtotal	\$23,650
Total Fee	\$155,037

**Joel Price, PE, LEED AP**

PRINCIPAL-IN-CHARGE

Joel brings 23 years of experience in the civil engineering industry, with a strong focus on stormwater management and water quality. He is passionate about client service and developing infrastructure solutions. Joel has built a meaningful reputation as a trusted advisor with clients throughout Colorado and prides himself on helping public and private utilities meet their growing water infrastructure demands. Joel's expertise encompasses municipal engineering, particularly in the design and construction of stormwater management systems, water distribution, raw water supply, and wastewater collection. He excels in developing comprehensive infrastructure master plans that address stormwater challenges and improve water quality. With significant experience in municipal infrastructure, Joel is adept at transportation design and infrastructure master planning, always integrating stormwater considerations. As a highly-skilled communicator and leader, he keeps team members engaged and committed to achieving excellent outcomes in stormwater projects.

Education and Credentials

- ▲ Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- ▲ Professional Engineer in CO (#42601)
- ▲ LEED Accredited Professional

Project Experience

- ▲ **City of Aurora, Picadilly and 26th Street Storm Sewer Extension, Aurora, CO. Project Manager.**
- ▲ **City of Colorado Springs, North Nevada Corridor Stormwater Improvements Design. Project Manager.**
- ▲ **City of Fort Lupton, Well House Pump Station Upgrades, Fort Lupton, CO. Principal-in-Charge.**

**Adam Monchak, PE, PMP**

PROJECT MANAGER

Adam manages water/wastewater infrastructure projects from concept to construction. He has expertise in municipal water distribution and storage, water/wastewater treatment, and wastewater collection. In his 17 years in the engineering field, Adam has participated in many complex water/wastewater infrastructure projects and served as project manager or technical lead. He is a Project Management Professional that takes pride in leading talented project teams that exceed expectations. Adam is excited to partner with Utilities on this contract and to continue providing sound design solutions that meet your growing water and wastewater demands.

Education and Credentials

- ▲ Bachelor of Science, Environmental Engineering, Colorado School of Mines
- ▲ Professional Engineer in CO (#46008)
- ▲ Project Management Professional (#1811438)

Project Experience

- ▲ **City of Greeley, 12th Street Phases 1A and 1B: Sanitary Storm Sewer Relocations, Greeley, CO. Project Manager.**
- ▲ **Colorado Springs Utilities, Sommerlyn Hills Stormwater Improvements, Colorado Springs, CO. Deputy Project Manager.**
- ▲ **City of Colorado Springs, North Nevada Corridor Stormwater Improvements Design. Project Manager.**

**Stephanie Maier, PE, CFM**

DESIGN ENGINEER

Stephanie is a water resources and stormwater engineer with six years of experience in the field. Stephanie has prepared permit applications for local and state agencies and has applied and successfully obtained FEMA LOMRs. Stephanie is an expert in stormwater modeling including HEC-RAS and SWMM, in addition to the MHFD design tools. She is passionate about improving local drainage for the community while protecting and effectively managing our floodplains.

Education and Credentials

- ▲ Bachelor of Science, Civil Engineering, Purdue University
- ▲ Professional Engineer in CO (#0062370)
- ▲ Certified Floodplain Manager in IL

Project Experience

- ▲ **City of Colorado Springs, North Nevada Corridor Stormwater Improvements Design. Project Engineer.**
- ▲ **El Paso County, Akers Yard Drainage, Colorado Springs, CO. Project Engineer.**
- ▲ **City of Dacono, Grandview Boulevard Stormwater Improvements, Dacono, CO. Project Engineer.**
- ▲ **City of Louisville, Future 42 Design and ROW, Louisville, CO. Stormwater Technical Lead.**



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Kimley-Horn and Associates, Inc
6200 South Syracuse Way, Suite 300,
Greenwood Village, CO 80111
Attention: Adam Monchak, P.E.

Date: **March 18, 2025**

Subject: City of Fort Lupton, Colorado
14th Street Storm Sewer Trunk Line Project
Notice of Award

The City of Fort Lupton, Colorado, has considered the Proposal submitted by you for the above described work in response to the Request for Proposal dated **February 20, 2025**, and the Instructions to Proposers.

You are hereby notified that your Proposal has been accepted for the work in the amount or amounts shown on your Proposal. PROJECT ESTIMATED FEE TOTAL \$155,037

You are required by the Instructions to Bidders to execute the Public Works Agreement and furnish the Performance Bond, the Payment Bond, Insurance Certificates, and other required documentation no later than ten (10) calendar days from the date of this notice.

If you fail to execute the said Public Works Agreement and to furnish the said Bonds no later than seven (7) calendar days from the date of this Notice of Award, the City of Fort Lupton, Colorado, will be entitled to consider all your rights arising out of the City of Fort Lupton, Colorado's acceptance of your Proposal as abandoned and as a forfeiture of your Proposal security as liquidated damages, but not as a penalty, for the delay and extra work caused thereby and also to compensate the City of Fort Lupton, Colorado, for the difference between your Proposal and the next lowest Bid. The City of Fort Lupton, Colorado, will be entitled to such other rights as may be granted by Colorado law.

You are required to return an acknowledged copy of this Notice of Award to the City of Fort Lupton, Colorado.

The insurance certificates required for this project shall be sent to City of Fort Lupton, Attention: Chris Cross, 130 South McKinley Avenue, Fort Lupton, Colorado 80621.

CITY OF FORT LUPTON, COLORADO

By: Zo Hubbard

Title: Mayor

Address: 130 South McKinley Avenue
Fort Lupton, Colorado 80621

Telephone: (303) 857-6694

Acceptance of Notice of Award

Receipt of the above Notice to Proceed is hereby acknowledged:

this the ____ day of _____, 2025

Kimley-Horn and Associates, Inc.

By: _____

Title: _____

Telephone: _____



SUBJECT FOR DISCUSSION

Approving a Resolution of the City Council of Fort Lupton Authorizing the Submittal of a Rural Economic Development Initiative (REDI) Grant with the Colorado Department of Local Affairs (DOLA) for Fort Lupton Wastewater System Improvements for a Project Cost Estimate of \$100,000.00.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

As a requirement of the Colorado DOLA's grant application for REDI Grant funds, City Council must approve a resolution authorizing the City's application submission in order to be considered for the grant.

As part of our grant application for financial assistance for the Fort Lupton Transmission Line Project as a part of the Elevated Water Storage Project, City Council must approve a resolution officially authorizing the submission of said application. The estimated total amount of the above-mentioned project is \$3,000,000.00. Of this amount, the City will commit to a ninety-six percent match of \$2,900,000.00 of which is pending submission to the State Revolving Fund.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Proceed with a formal resolution authorizing the City's DOLA grant application submission.
- B. Do not proceed with a formal resolution authorizing the City's DOLA grant application submission.
- C. Consider applying for grant assistance at a later date.

STAFF RECOMMENDATIONS

Staff recommends approval of this resolution formally authorizing staff to apply for the aforementioned DOLA grant.

- Attachments:**
- a. Resolution
 - b. Project Estimate / Summary

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025RXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING THE SUBMITTAL OF A RURAL ECONOMIC DEVELOPMENT INITIATIVE GRANT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR FORT LUPTON TRANSMISSION LINE PROJECT FOR AN AMOUNT OF \$100,000.00.

WHEREAS, the City of Fort Lupton's Water Distribution System is in need of improvements to meet system technical requirements; and

WHEREAS, these types of projects qualify for the submission of a Rural Economic Development Initiative Grant application; and

WHEREAS, the City has committed to a ninety-six percent monetary match of \$2,900,000.00.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council has determined that the Pipeline Extension Project is needed to add resiliency and redundancy to the water distribution system and has directed staff to apply for the Rural Economic Development Initiative Grant. Such matching funds are required as part of the grant and will be received by the State Revolving Fund application.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 18th 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

Elevated Water Storage

Planning Engineering	\$ 686,433.00
Design Engineering	\$ 1,381,873.00

Line Item	Quantity	Units	<i>Est Costs</i>
1MG Elevated Tank	1	LS	\$ 8,979,000.00
Tower Height Required	160	Ft	
Booster Pump	1	LS	\$ 2,500,000.00
Fill Transmission line - 20"	12200	LF	\$ 6,200,000.00
20" Conx Distribution	5600	LF	\$ 3,169,000.00
Contingency @ 10%			\$ 2,084,800.00
<i>Engineering CM</i>			\$ 1,300,000.00
TOTAL ESTIMATE COST			\$ 24,233,000.00

FUNDING Plan

Developer Cost	\$ 3,169,000.00
City Matching	\$ 2,500,000.00
SRF Loan	\$ 14,464,000.00
BIL Grant (Loan Forgiveness)	\$ 3,000,000.00
DOLA EIAF Grant	\$ 1,000,000.00
DOLA REDI Grant	\$ 100,000.00
	\$ 24,233,000.00



SUBJECT FOR DISCUSSION

Awarded Contract to EPS Group Survey Services for the 9th Street Drainage Project for an Amount Not to Exceed \$11,200.00 from the Storm Drainage Enterprise Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

City staff has been working with the developer of Coyote Creek Filing 6 to establish a drainage outfall along 9th Street to the Short Line Ditch. The development will construct a storm sewer from the golf course detention pond, west to cross the Fulton Ditch to the east side of Twombly Elementary School.

The survey to be obtained will provide information for staff to design the remaining storm sewer.

Survey is scheduled to begin immediately

FINANCIAL CONSIDERATIONS

The 2025 Storm Drainage Enterprise Fund budget includes \$50,000 for Plans & Studies.
Public Works Director has signed the agreement.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

Attachments: a. Contract Agreement – EPS Group & EPS Services Proposal (Exhibit A)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and EPS Group, Inc. (hereinafter "CONSULTANT").

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

1. **SCOPE OF WORK.** Consultant will furnish all tools, equipment, supplies, superintendence, insurance, transportation, labor and other accessories, services and facilities specified or required to complete the work. Consultant shall provide and perform all necessary labor in a first class and professional manner and in accordance with the conditions and prices stated in the bid proposal and the requirements, stipulations, provisions and conditions of the contract documents. Consultant shall perform, execute, and complete all things mentioned to be done by the Consultant and all work included in the scope of work set forth and incorporated herein as **Exhibit A**. Consultant confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance and will add the City as an additional insured for this project.

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

3. **TIME OF COMPLETION.** The Consultant agrees to commence work upon execution of this Agreement and to complete all work in an expeditious and timely manner to meet the prescribed Project schedule.

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **\$11,200.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion.

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

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

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

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

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

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

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

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

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

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

14. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton City Council.

EXECUTED THIS 12th DAY OF March, 2025.

CITY OF FORT LUPTON, COLORADO



BY: Roy Vestal

TITLE: Public Works Director

CONSULTANT:

EPS Group Inc.

Matt Lockwood
Matt Lockwood (Mar 12, 2025 12:43 MDT)

BY: Matt Lockwood

TITLE: Director CO Survey



February 18, 2025

City of Fort Lupton

David Rausch
Development Review Engineer
130 S. McKinley Ave
Fort Lupton, CO 80621
DRausch@Fortluptonco.gov

Re: **9th Street Drainage Improvements**
Survey Proposal

Dear Mr. Rausch:

EPS Group, Inc. (EPS Group) is pleased to present the **City of Fort Lupton** (the Client), this proposal to provide surveying services for the **9th Street Drainage Improvements** project (the Project) which is located on 9th Street north of Twombly Elementary School in Fort Lupton, Weld County, CO.

We look forward to working with you.

SCOPE OF WORK

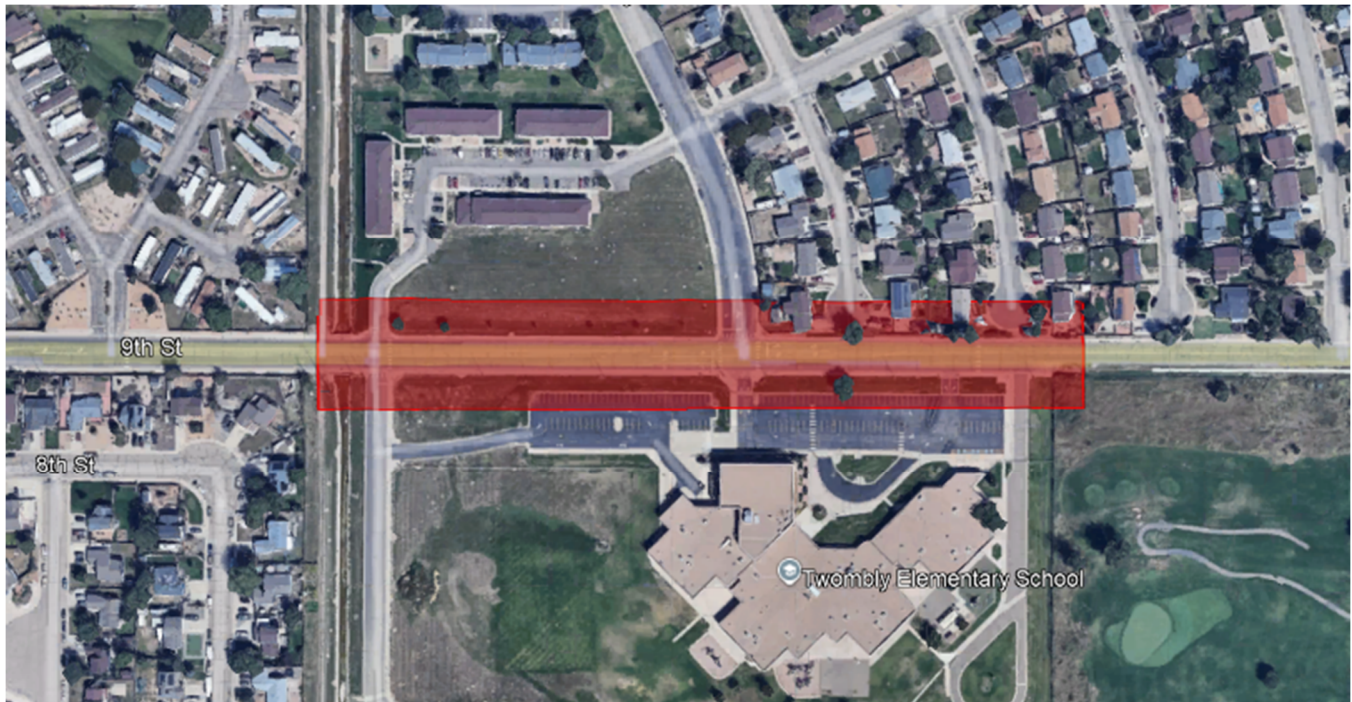
EPS Group will provide surveying services supporting the proposed process with the City of Fort Lupton based on the information provided by the client. This work is expected to include the following scope items:

1. Topographic Survey

Fixed Fee: \$5,500

- Establish base line (with references) along existing roadway. Get cross sections at 100-foot intervals and, if necessary, at intervisible points between, with a minimum 10 cross sections of the existing storm sewer system in 9th Street. Survey control shall be established on the State Plane Coordinate System.
- Locate all structures, streets, driveways, storm drains, trees larger than 6 inches in diameter, and other features within 40 feet of centerline, including intersecting streets and accesses for the lengths designated for inclusion in the project, plus additional structures on parcels.
- Survey areas in the vicinity of drainage channel on the north side of 9th Street. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- Set temporary benchmarks at each end of the survey or a minimum of 2.
- Survey shall be performed to a minimum of third order accuracy.
- Request location and size of existing overhead and underground utilities from the utility companies.
- Field locate known, marked and/or observable utilities within the project area.
- See aerial for approximate limits of the survey (shaded in red).
- EPS Group shall not be responsible for the accuracy of utility and structure information that is not visible or cannot be verified by EPS Group by direct survey measurement.
- EPS Group will hire a private utility locating company to mark the location of underground utilities in the field, see below for scope and fee.
- Physical monuments will be searched for and noted as to what was found at each corner of the property within the scope.

- Aerial Imagery, remote sensing, and or LiDAR will be used in the process of conducting the survey. A geo-rectified ortho image of the site can be furnished upon request.
- Changes to survey limits may impact scope, fee, and schedule.



2. Utility Locating (Incl Subconsultant)

Fixed Fee: \$1,200

EPS Group will hire a private utility locating company to mark the location of underground utilities in the field. This information, in combination with field obtained data obtained while performing the Topographic Survey will be added to the topographic base map. Preparation of a separate existing utility exhibit/plan is not included with this scope of work. Fee includes subconsultant Reimbursable cost.

3. Right of Way/Boundary Exhibit

Fixed Fee: \$4,500

- Perform research, calculations and drafting to determine existing Right of Way within project limits defined by metes and bounds on the project coordinate system.
- Resolve private property/boundary locations and the intersection of these boundary lines with the existing and proposed Right-of-Way.
- Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way, and easements.
- Reference existing monuments for replacement after construction.
- As necessary, provide a property record and title search.

PROJECT DELIVERABLES

1. Electronic files: Autodesk Cad files with surface. Coordinates to Colorado State Plane Ground and PNEZD comma delimited point files.
2. One copy of the Existing Conditions Plan and pdf file of the drawing
3. Signed and sealed Project Control Diagram and/or Preliminary and/or Final Land Survey Control Diagram

FEE MATRIX

	ITEM	FEE	TYPE
1	Topographic Survey	\$5,500	Fixed Fee
2	Utility Locating/Mapping	\$1,200	Fixed Fee
3	Right of Way/Boundary Exhibit	\$4,500	Fixed Fee
PROJECT ESTIMATED FEE TOTAL		\$11,200	

ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions clarify the Scope of Work included in this proposal.

ASSUMPTIONS

1. EPS Group will provide Survey services according to the current technical design guidelines.
2. The Right of Way shall be determined from existing property monuments as located during the topographic survey and in conformance with the legal descriptions, easements, and rights-of-way as evidenced by property record and title search.
3. Locate all trees, structures, grade breaks, fences, buildings, concrete, curb & gutters, manholes, inlets, valves, and other permanent features readily identifiable on the ground within the limits. Size, depth, and type of pipes will be determined as measured through accessible manholes and inlets.
4. The horizontal location of underground utilities will be depicted by surveying the markings on the ground provided by a private utility locating company. A third party will provide utility designations.

EXCLUSIONS

Boundary Survey

A "Land Survey Plat" is not being prepared as a part of this effort, and no missing property corner monuments will be set.

The following items are not included in this proposal; however, they can be provided as additional services if desired:

- 1) Construction Survey Services
- 2) As-built Survey Services
- 3) Legal Description/Exhibit by Separate Document

THANK YOU

EPS Group will provide the surveying services outlined above on a fixed fee basis or as otherwise noted above. Any additional work outside the above Scope will be addressed by an Additional Service Agreement, the terms of which will be determined when the service is requested. This proposal is valid for 60 days from the date of submittal.



If you find this proposal satisfactory, please return a signed version to EPS Group. It shall serve as authorization to proceed until a formal contract is executed. A draft contract will be provided for review prior to execution, a sample of which will be provided upon request.

The project schedule shall be mutually agreed upon and coordinated with the Client, EPS Group, and the rest of the project team. EPS Group shall have the opportunity to influence project schedules as they are being developed and work in earnest to adhere to agreed-upon schedules.

EPS Group appreciates the opportunity to provide this proposal, and we look forward to assisting you with this project. Please don't hesitate to contact me if you have any questions or require additional information.

Respectfully,

A handwritten signature in blue ink that reads 'Robert C. Tessely'.

Robert Tessely, PLS
Senior Project Manager, Survey

AUTHORIZATION TO PROCEED

Name: _____

Title: _____

Signature: _____

Date: _____

SurveyContract EPS Group, Inc 03052025

Final Audit Report

2025-03-12

Created:	2025-03-12
By:	Roy Vestal (rvestal@fortluptonco.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARaSH8f6CWrV4P-oKmsYPxZOCmaOLk5gF

"SurveyContract EPS Group, Inc 03052025" History

-  Document created by Roy Vestal (rvestal@fortluptonco.gov)
2025-03-12 - 2:40:26 PM GMT
-  Document emailed to Tim Foglesong (tim.foglesong@epsgroupinc.com) for signature
2025-03-12 - 2:40:34 PM GMT
-  Email viewed by Tim Foglesong (tim.foglesong@epsgroupinc.com)
2025-03-12 - 2:41:32 PM GMT
-  Signer Tim Foglesong (tim.foglesong@epsgroupinc.com) entered name at signing as Matt Lockwood
2025-03-12 - 6:42:58 PM GMT
-  Document e-signed by Matt Lockwood (tim.foglesong@epsgroupinc.com)
Signature Date: 2025-03-12 - 6:43:00 PM GMT - Time Source: server
-  Agreement completed.
2025-03-12 - 6:43:00 PM GMT