



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, April 1, 2025
6:00 PM
130 South McKinley Avenue

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

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

Call to Order

Pledge of Allegiance

Roll Call

Proclamation

- a. 2025 Sexual Assault Awareness Month Proclamation
- b. 2025 National Crime Victims' Rights Proclamation
- c. 2025 National Library Week Proclamation

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

Approval of Agenda

Review of Accounts Payables

- a. April 1, 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 18, 2025 City Council Meeting Minutes
- b. Amending Resolution 2025R015 to State the Planning Advisory Committee Shall Operate Under the Same Guidelines as the Advisory Committees
- c. AM 2025-049 Approving the Estimated 2025 Payment to Northern Colorado Water Conservation District for the Windy Gap Annual Assessment, Paid from the Water Utility Fund for an Amount Not to Exceed \$269,868.34.
- d. AM 2025-050 Approving the Purchase of Nine (9) MDT's for Public Work Trucks for an Amount Not to Exceed \$45,860.04, Allocated from the Internal Technology Equipment General Fund
- e. AM 2025-054 Approving a Resolution of the City Council of Fort Lupton to Dedicate an Underground Power Easement on City Owned Property Located at the Northwest Corner of the Intersection of Highway 52 and College Avenue to United Power

Action Memorandum

- a. AM 2025-051 Approving the Great Outdoor Colorado (GOCO) – Planning and Capacity Grant Application for Updating the Parks and Trails Master Plan

- b. AM 2025-052 Approving Estimates and Payment of Invoices to BearCom for Patrol Vehicle Upfitting for an Amount Not to Exceed \$120,000, Allocated from the Police Department Capital Projects Budget
- c. AM 2025-053 Approving a Resolution of the City Council of Fort Lupton Authorizing the Submittal of an Energy/Mineral Impact Assistance Fund (EIAF) Grant with the Colorado Department of Local Affairs (DOLA) for Fort Lupton Water Strategy Plan for a Project Cost Estimate of \$444,444.00

Staff Reports

Mayor/Council Reports

Future City Events

- a. 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
- April 26, 2025 Arbor Day Tree Sale, Recreation Center, 203 S. Harrison Ave., 8 a.m. - 11 a.m.
- April 28, 2025 Shredding Day, City Hall, 130 S. McKinley Ave., 8 a.m. - 10 a.m.

Upcoming Meetings

- a. 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.
- April 29, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- May 6, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Proclamation

Sexual Assault Awareness Month

Whereas, April is recognized as sexual assault awareness month, a time to bring attention to the pervasive issue of sexual violence and to honor survivors who have been impacted; and

Whereas, statistics reveal that one in five women in the United States experience sexual assault in their lifetime, and one in four men experience some form of contact sexual violence during their lifetime; and

Whereas, sexual assault, sexual harassment, and rape affect individuals in our community, regardless of age, race, gender, or background, and remained a significant issue in our society that demands our collective attention and action; and

Whereas, the City of Fort Lupton acknowledges the National sexual assault awareness month theme of “Together We Act, United We Change” recognizing the vital importance of working together across all sectors of our community to prevent and address sexual abuse, assault, and harassment; and

Whereas, we understand that when workplaces, schools, and communities collaborate to uphold safety and respect, we then create safer environments that help prevent sexual violence and promote justice; and

Whereas, sexual assault is one of the most underreported crimes, and victims often face a higher risk of substance misuse, psychiatric disorders, suicide and other serious health and social challenges; and

Whereas, as a community, we must all share the responsibility to support victims who come forward by listening to their stories, and working to bring justice in whatever form it means to the individuals affected; and

Whereas, we must act together to open safe avenues for victims to come forward, to educate our community about sexual violence, support survivors, and work to break down the stigmas and barriers that prevent individuals from seeking help; and

Whereas, education is the first step toward action, and empowering our community, especially our young people, to be part of the solutions by encouraging them to shape a safer more respectful future for all.

Now, therefore I, Zo Hubbard, Mayor of the City of Fort Lupton, do hereby proclaim April as
Sexual Assault Awareness Month in the City of Fort Lupton.

Signed this 1st day of April in the year of our Lord 2025

Proclamation

Crime Victims' Rights Week

Whereas, the victims' rights movement has resulted in passage of laws at the local, state, and federal levels that established essential rights for victims; and

Whereas, crime victims' rights acts passed here in Colorado and at the Federal level have provided victims with ways to participate meaningfully throughout the criminal justice process; and

Whereas, the rights of crime victims are best protected when all participants in the criminal justice process -not only victims- are appropriately educated about victims' rights; and

Whereas, supporting victims of crime is crucial to the United States justice system because our support honors the experiences of victims and allows them to find autonomy and empowerment through achieving self-defined goals; and

Whereas, we must help victims access the justice, assistance, and support they need to rebuild their lives; and

Whereas, National crime victims' rights week honors crime victims and survivors, recognizes the professionals and volunteers who provide critical services to victims of crime, and raises awareness about crime victims' rights and services; and

Whereas, the City of Fort Lupton acknowledges this year's theme of ***Kinship, Connecting and Healing*** which underscores the connections that build bridges to support, services and shared strength among survivors, advocates and communities; and

Whereas, kinship is the foundation of victim advocacy, inspiring trauma informed care that meets survivors where they are. Through kinship we build peer networks and community alliances that empower survivors, foster resilience, and offer pathways to healing; and

Whereas The City of Fort Lupton is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in both our community and victim service providers, and bringing hope and healing to all victims and survivors.

Now, therefore I, Zo Hubbard, Mayor of the City of Fort Lupton, do hereby proclaim April 6-12 as
Crime Victims' Rights Week in the City of Fort Lupton.

Signed this 1st day of April in the year of our Lord 2025

National Library Week 2025 Proclamation

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities;

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning;

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive;

WHEREAS, libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community;

WHEREAS, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success;

WHEREAS, libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime;

WHEREAS, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression;

WHEREAS, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all;

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme “**Drawn to the Library**”;

NOW, THEREFORE, be it resolved that I, Zo Hubbard, Mayor of the City of Fort Lupton, proclaim April 6–12, 2025, as National **Library Week**. During this week, I encourage all residents to visit Fort Lupton’s Public and School Library, explore its resources, and celebrate all the ways that the library draws us together as a community.

Zo Hubbard, Mayor

Apr. 1, 2025

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 03/19/2025 - 04/01/2025

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
000028	ACUSHNET COMPANY		03/25/2025	Regular	0.00	2,012.10	104352
919903077	Invoice	03/11/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	2,012.10	
002254	ADIDAS AMERICA INC		03/25/2025	Regular	0.00	2,966.40	104353
6162910740	Invoice	03/03/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	42.00	
6162915250	Invoice	03/03/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	50.40	
6162948843	Invoice	03/10/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	1,656.00	
6162949331	Invoice	03/09/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	1,218.00	
000040	AFLAC		03/25/2025	Regular	0.00	2,467.46	104354
368324	Invoice	03/01/2025	GF-SUPPLEMENTAL INS FOR MARCH 2025...		0.00	2,467.46	
003766	BIG WILLY MEAT COMPANY		03/25/2025	Regular	0.00	168.00	104355
0000425	Invoice	03/17/2025	GOLF-PRE PACKAGED FOODS-PRO SHOP		0.00	168.00	
003773	BLUEDAG LLC		03/25/2025	Regular	0.00	7,492.50	104356
2091732	Invoice	03/13/2025	BlueDag Software		0.00	7,492.50	
000215	CHALLENGER TEAMWEAR		03/25/2025	Regular	0.00	344.26	104357
1267746-IN	Invoice	03/10/2025	CPR-PICKELBALL TOURNAMENT SHIRTS-A...		0.00	295.00	
1267852-IN	Invoice	03/05/2025	CPR-SOCCER SHIRTS-ATHL		0.00	49.26	
002651	COLORADO COMMUNITY MEDIA		03/25/2025	Regular	0.00	34.80	104358
131824	Invoice	03/14/2025	GF-LEGAL/PUBLIC NOTICES-CITY CL		0.00	34.80	
000306	COMCAST BUSINESS		03/25/2025	Regular	0.00	2,928.00	104359
235090585	Invoice	03/01/2025	GF-COMCAST INTERNET SERVICE FOR MA...		0.00	2,928.00	
000307	COMCAST CABLE COMM, LLC		03/25/2025	Regular	0.00	260.52	104360
0208785 MAR25	Invoice	03/04/2025	GF-MARCH 2025 INTERNET SERVICE-PLAN...		0.00	260.52	
001517	CORE&MAIN LP		03/25/2025	Regular	0.00	2,279.60	104361
W362606	Invoice	03/11/2025	UF-SUPPLIES-NON POT		0.00	2,279.60	
003601	DENVER COMMERCIAL PROPERTY SERVICES INC		03/25/2025	Regular	0.00	1,730.00	104362
6462	Invoice	03/01/2025	GOLF-TREE REMOVAL SERVICE-MAINT		0.00	1,730.00	
003559	DRAKE DUO PRINTS LTD		03/25/2025	Regular	0.00	466.25	104363
1217	Invoice	03/18/2025	CPR-SOCCER JERSEY LOGOS-ATHL		0.00	466.25	
001944	EMC CORPORATION		03/25/2025	Regular	0.00	7,074.94	104364
5201658474	Invoice	03/17/2025	Dell Unity 350 Annual Support		0.00	7,074.94	
000461	FERRELLGAS LP		03/25/2025	Regular	0.00	1,200.17	104365
1129655626	Invoice	02/11/2025	GOLF-PROPANE-MAINT		0.00	1,200.17	
003665	GHOST GOLF CLUB		03/25/2025	Regular	0.00	1,234.71	104366
473418	Invoice	03/20/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	1,234.71	
003779	HILDA CARRAZCO		03/25/2025	Regular	0.00	180.00	104367
2007679.001	Invoice	03/14/2025	REC-REFUND FOR PERSONAL TRAINER-		0.00	180.00	
003120	HUDSON LOCKERS, INC		03/25/2025	Regular	0.00	215.00	104368
511	Invoice	03/18/2025	GOLF-PRE PACKAGED FOOD-PRO SHOP		0.00	215.00	
002977	JOSEPH ELLIOTT USA LLC		03/25/2025	Regular	0.00	5,033.28	104369
29122	Invoice	03/01/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	659.50	
29123	Invoice	03/01/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	444.00	

Council Check Report

Date Range: 03/19/2025 - 04/01/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
29649	Invoice	03/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	692.39	
30255	Invoice	03/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	249.50	
30817	Invoice	02/28/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	2,987.89	
003577	JR ENGINEERING LLC	03/25/2025	Regular	0.00	1,348.00	104370
86277	Invoice	02/28/2025	Traffic Study CR 12 / S Denver Av	0.00	1,348.00	
000714	LEGACY SCHOOL OF DANCE LLC	03/25/2025	Regular	0.00	2,856.00	104371
FEB/MARCH 2025.	Invoice	03/12/2025	REC-FEBRUARY & MARCH 2025 DANCE LE...	0.00	2,856.00	
003311	LINKSOUL, LLC	03/25/2025	Regular	0.00	1,319.36	104372
380002	Invoice	02/28/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,319.36	
001913	LUXOTTICA OF AMERICA, INC	03/25/2025	Regular	0.00	1,559.05	104373
6920976338	Invoice	02/06/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	739.86	
6921025286	Invoice	03/02/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	277.53	
6921037907	Invoice	03/04/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	470.98	
6921045098	Invoice	03/05/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	70.68	
003780	MINT GREEN GROUP USA	03/25/2025	Regular	0.00	166.00	104374
INV623206	Invoice	02/27/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	166.00	
000857	NORTHERN WATER	03/25/2025	Regular	0.00	1,555.85	104375
7025	Invoice	03/13/2025	UF-2025 CBT Assessment on 20 Transfer ...	0.00	1,073.00	
7026	Invoice	03/13/2025	UF-2025 CBT Assessment on 9 Transfer Un...	0.00	482.85	
000865	OFFICE DEPOT	03/25/2025	Regular	0.00	480.41	104376
410039529001	Invoice	02/25/2025	GOLF-PAPER, STAMPS, TAPE-PRO SHOP	0.00	121.93	
410777643001	Invoice	02/20/2025	GF-SUPPLIES-ADMIN/COURT	0.00	141.89	
410806902001	Invoice	02/20/2025	GF-INK CARTRIDGES-COURT	0.00	224.82	
411089269001	Credit Memo	02/07/2025	GOLFF-CREDIT FOR RETURN-ADDRESS LAB...	0.00	-69.48	
413655909001	Invoice	02/27/2025	GF-DISHWASHER GEL-ADMIN	0.00	59.96	
413656702001	Invoice	02/27/2025	GF-COLORED PUSH PINS-ADMIN	0.00	1.29	
003778	PAULINE HERRERA	03/25/2025	Regular	0.00	70.00	104377
2007677.001	Invoice	03/12/2025	REC-SOCCER REFUND-	0.00	70.00	
002981	RED WING BUSINESS ADVANTAGE ACCOUNT	03/25/2025	Regular	0.00	1,129.22	104378
20250310107584	Invoice	03/10/2025	GF-UNIFORM-STEEL TOE BOOTS-	0.00	1,129.22	
003498	SEKICH ELECTRIC LLC	03/25/2025	Regular	0.00	1,572.88	104379
006	Invoice	03/12/2025	REC-POOL SWITCH-REC CENTER	0.00	1,063.75	
007	Invoice	03/12/2025	GF-EMERGENCY LIGHT WITH WIRE IN-PAR...	0.00	509.13	
001022	SOUTHERN GLAZER'S OF CO	03/25/2025	Regular	0.00	819.37	104380
3692988	Invoice	03/12/2025	GOLF-BEVERAGES-PRO SHOP	0.00	819.37	
000246	SRIXON/CLEVELAND GOLF/XX10	03/25/2025	Regular	0.00	1,876.24	104381
8317778 SO	Invoice	03/12/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	966.24	
8321147 SO	Invoice	03/13/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	910.00	
001040	STERICYCLE	03/25/2025	Regular	0.00	30.00	104382
8010117648	Invoice	02/28/2025	GF-SHREDDING SERVICE, CITY HALL-CITY CL	0.00	30.00	
002967	SYNERGETIC STAFFING LLC	03/25/2025	Regular	0.00	1,403.73	104383
21012031	Invoice	03/17/2025	GF-TEMP WAGES MAR 10-14, 2025-FINAN...	0.00	1,403.73	
001064	TAYLORMADE GOLF COMPANY INC	03/25/2025	Regular	0.00	3,960.57	104384
38130339	Invoice	03/06/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	3,374.64	
38130466	Invoice	03/06/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	422.76	
38130639	Invoice	03/06/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	114.90	
38136516	Invoice	03/08/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	48.27	
001075	THE CONSOLIDATED MUTUAL	03/25/2025	Regular	0.00	872.13	104385
031225A	Invoice	03/12/2025	UF-WELL PUMP B-W STOR	0.00	705.87	

Council Check Report

Date Range: 03/19/2025 - 04/01/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
031225B	Invoice	03/12/2025	UF-PERRY PIT DISCHARGE PUMP-W STOR	0.00	131.38	
031225C	Invoice	03/12/2025	UF-FEB 25 WELL PUMP C-W STOR	0.00	34.88	
001137	UNITED POWER	03/25/2025	Regular	0.00	185.94	104386
10213507 FEB25	Invoice	02/01/2025	GF-ELECTRIC SERV FOR FEB 2025-FAC	0.00	185.94	
003398	UNIVERSITY AUTO PARTS	03/25/2025	Regular	0.00	175.34	104387
227901	Invoice	03/13/2025	GF-AIR AND FUEL FILTERS-PARKS	0.00	175.34	
001311	VERDEK LLC	03/25/2025	Regular	0.00	1,421.77	104388
87655	Invoice	03/12/2025	REC-COMM CLOUD NETWORK CONNECTI...	0.00	1,421.77	
002660	WHITESIDE'S BOOTS AND CLOTHING	03/25/2025	Regular	0.00	3,320.71	104389
469186	Invoice	02/07/2025	GF-UNIFORMS-PW SHOP	0.00	375.00	
469207	Invoice	02/07/2025	GF-UNIFORMS FOR J SALAZAR-PW SHOP	0.00	352.96	
469216	Invoice	02/07/2025	GF-UNIFORMS FOR D. MEYERS-PW SHOP	0.00	167.96	
469233	Invoice	02/07/2025	GF-UNIFORMS FOR J RUFF-PW SHOP	0.00	175.00	
469425	Invoice	02/10/2025	GF-UNIFORMS FOR L ADAME-PW SHOP	0.00	375.00	
469549	Invoice	02/12/2025	GF-UNIFORMS FOR S LEFFORGE -PW SHOP	0.00	175.00	
469630	Invoice	02/14/2025	GF-UNIFORMS FOR G ARELLANO -PARKS	0.00	149.97	
469631	Invoice	02/14/2025	GF-UNIFORMS FOR R JENKINS -PARKS	0.00	164.96	
469744	Invoice	02/15/2025	GF-UNIFORMS FOR D LEFFORGE-PW SHOP	0.00	349.96	
469828	Invoice	02/14/2025	GF-UNIFORMS FOR A ROMERO-PARKS	0.00	334.96	
469953	Invoice	02/19/2025	GF-UNIFORMS FOR D TRETTER-PARKS	0.00	169.97	
470429	Invoice	03/01/2025	GOLF-UNIFORMS FOR M STEVENS-PRO S...	0.00	169.99	
470568	Invoice	03/04/2025	GOLF-UNIFORMS FOR J MORRISON-PRO S...	0.00	159.99	
470669	Invoice	03/04/2025	GOLF-UNIFORMS FOR L O'NEILL	0.00	199.99	
002254	ADIDAS AMERICA INC	04/01/2025	Regular	0.00	2,930.10	104390
6162778213	Invoice	03/07/2025	GF-UNIFORM LOGO SHIRTS-COURT	0.00	174.60	
6163003164	Invoice	03/17/2025	GOLF-UNIFORMS-PRO SHOP	0.00	2,698.80	
6163003165	Invoice	03/17/2025	GF-UNIFORMS-PD	0.00	56.70	
000044	AGFINITY INC	04/01/2025	Regular	0.00	777.19	104391
183729	Invoice	03/21/2025	GOLF-UNLEADED GASOHOL-MAINT	0.00	594.07	
183730	Invoice	03/21/2025	GOLF-FIELDMASTER DYED DIESEL-MAINT	0.00	183.12	
002941	AMERITAS LIFE INSURANCE CORP	04/01/2025	Regular	0.00	10,657.68	104392
010-57637-01 D...	Invoice	04/01/2025	GF-DENTAL INS FOR APRIL 2025-HR	0.00	9,539.08	
010-57637-02 VIS...	Invoice	04/01/2025	GF-VISION INS FOR APRIL 2025-HR	0.00	1,118.60	
000183	CALLAWAY GOLF SALES COMPANY	04/01/2025	Regular	0.00	5,060.99	104393
939240507	Credit Memo	03/01/2025	GOLF-CREDIT FOR RETURNS-PRO SHOP	0.00	-1,522.20	
939861308	Invoice	03/14/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,212.27	
939861341	Invoice	03/14/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,676.79	
939861342	Invoice	03/14/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	3,422.16	
939873449	Invoice	03/15/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	131.84	
939881800	Invoice	03/17/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	140.13	
000182	CEM SALES & SERVICE INC	04/01/2025	Regular	0.00	1,976.75	104394
165608	Invoice	03/12/2025	REC-POOL CHEMICALS-REC CENTER	0.00	1,976.75	
000267	COLONIAL LIFE	04/01/2025	Regular	0.00	105.96	104395
78168200401967	Invoice	04/01/2025	GF-SUPP INS FOR APRIL 2025-HR	0.00	105.96	
002651	COLORADO COMMUNITY MEDIA	04/01/2025	Regular	0.00	37.44	104396
132256	Invoice	03/21/2025	GF-PUBLIC NOTIFICATIONS-	0.00	37.44	
000306	COMCAST BUSINESS	04/01/2025	Regular	0.00	2,499.74	104397
236092515	Invoice	03/01/2025	Comcast Phones	0.00	2,499.74	
000307	COMCAST CABLE COMM, LLC	04/01/2025	Regular	0.00	680.76	104398
0120790 MAR25	Invoice	03/01/2025	GOLF-MARCH 2025 INTERNET SERVICE-PR...	0.00	212.89	
0164533 APR25	Invoice	04/01/2025	GF-INTERNET/PHONE SERV APRIL 2025-P...	0.00	220.02	

Council Check Report

Date Range: 03/19/2025 - 04/01/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0215335 MAR25	Invoice	03/01/2025	GF-INTERNET SERV MARCH 2025 (VET OFF...	0.00	247.85	
000445	EWING IRRIGATION PRODUCTS INC	04/01/2025	Regular	0.00	1,460.00	104399
25193890	Invoice	03/17/2025	GF-CONIFER/PLAYGROUND MULCH-PARKS	0.00	730.00	
25208690	Invoice	03/18/2025	GF-CONIFER/PLAYGROUND MULCH-PARKS	0.00	730.00	
002601	FRIENDLY FORK SENIOR NUTRITION PROGRAM	04/01/2025	Regular	0.00	200.00	104400
032525	Invoice	03/25/2025	CPR-PUNCH CARD FOR SENIOR LUNCHESES...	0.00	200.00	
000513	G & G EQUIPMENT	04/01/2025	Regular	0.00	9.16	104401
158229	Invoice	03/21/2025	GF-GASKET/PARTS-PARK	0.00	9.16	
002143	GREEN CO2 SYSTEMS	04/01/2025	Regular	0.00	330.31	104402
02096921	Invoice	03/01/2025	REC-CO2 MONTHLY SERVICE-REC CENTER	0.00	330.31	
000655	JOHN DEERE FINANCIAL	04/01/2025	Regular	0.00	411.17	104403
76236 MAR25	Invoice	03/16/2025	GF-FILTER KIT, BLADES, PARTS-PARKS	0.00	411.17	
003786	KERRY FLETCHER	04/01/2025	Regular	0.00	572.00	104404
2007682.001	Invoice	03/18/2025	REC-MEMBERSHIP REFUND-	0.00	572.00	
000735	LL JOHNSON DISTRIBUTING	04/01/2025	Regular	0.00	425.00	104405
1163777-00	Invoice	03/19/2025	GF-PARTS-PARKS	0.00	425.00	
001913	LUXOTTICA OF AMERICA, INC	04/01/2025	Regular	0.00	270.79	104406
6921124464	Invoice	03/12/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	175.02	
6921143375	Invoice	03/14/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	95.77	
000861	NVAA	04/01/2025	Regular	0.00	2,118.00	104407
231	Invoice	03/24/2025	CPR-VOLLEYBALL AND SOCCER FEES-ATHL	0.00	2,118.00	
000865	OFFICE DEPOT	04/01/2025	Regular	0.00	142.61	104408
409743364001	Invoice	03/14/2025	GF-SUPPLIES-ADMIN/COURT	0.00	142.61	
003522	OTTEM ELECTRONICS, INC.	04/01/2025	Regular	0.00	4,122.00	104409
6057	Invoice	03/20/2025	GOLF-REPAIRS/MAINTENANCE-PRO SHOP	0.00	4,122.00	
003155	SHIRTS BY CHA LLC	04/01/2025	Regular	0.00	305.00	104410
3015	Invoice	03/20/2025	CPR-SPONSOR BANNER FOR FOH-FIELD OF...	0.00	280.00	
3016	Invoice	03/20/2025	CPR-SPONSORSHIP BANNER FOR FOH-FIE...	0.00	25.00	
001026	SPECIALTY CIGARS, LLC	04/01/2025	Regular	0.00	694.21	104411
US16-38461185	Invoice	03/14/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	694.21	
001035	STANDARD INSURANCE CO.	04/01/2025	Regular	0.00	6,187.50	104412
00 759761 0001 ...	Invoice	04/01/2025	LI, AD&D, LTD, STD Ins Prem	0.00	6,187.50	
003200	SUNICE	04/01/2025	Regular	0.00	690.92	104413
U4557380/1	Invoice	03/11/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	690.92	
001052	SWIRE COCA-COLA, USA	04/01/2025	Regular	0.00	850.12	104414
46051070025	Invoice	03/14/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	850.12	
002694	SYMMETRY ENERGY SOLUTIONS LLC	04/01/2025	Regular	0.00	4,786.78	104415
19872244	Invoice	03/21/2025	REC-NATURAL GAS SERVICE FOR FEBRUAR...	0.00	4,786.78	
002967	SYNERGETIC STAFFING LLC	04/01/2025	Regular	0.00	1,413.09	104416
21012037	Invoice	03/24/2025	GF-TEMP WAGES MARCH 17-21, 2025-FIN...	0.00	1,413.09	
001120	TRUDILIGENCE LLC	04/01/2025	Regular	0.00	55.24	104417
64477	Invoice	03/01/2025	GF-BACKGROUND CHECKS-HR	0.00	55.24	
001190	WELD COUNTY AREA AGENCY ON AGING	04/01/2025	Regular	0.00	435.00	104418
1	Invoice	03/18/2025	GFC-RECREATING KOSHIO PARK ,SENIOR L...	0.00	435.00	
002076	WELD COUNTY REGIONAL COMMUNICATIONS	04/01/2025	Regular	0.00	278.40	104419

Council Check Report

Date Range: 03/19/2025 - 04/01/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
104727	Invoice	03/01/2025	GF-SPEAKER MICS-PD	0.00	278.40	
001217	WOHNRAD CIVIL ENGINEERS INC	04/01/2025	Regular	0.00	2,832.00	104420
2625	Invoice	03/01/2025	SST-9th Street Extension Engineering-Stre...	0.00	2,832.00	
001224	XCEL ENERGY-GAS	04/01/2025	Regular	0.00	945.17	104421
919792450	Invoice	03/01/2025	Xcel Gas Bill- Account 53-2035238-1	0.00	649.02	
919797937	Invoice	03/21/2025	GOLF-MARCH 2025 GAS SERVICE-PRO SH...	0.00	296.15	
000024	ACE HARDWARE OF FORT LUPTON	03/25/2025	EFT	0.00	26.58	9002109
107539/1	Invoice	03/11/2025	GOLF-GLUE, CAT LITTER-PRO SHOP	0.00	26.58	
000048	AIRGAS USA LLC	03/25/2025	EFT	0.00	21.20	9002110
5514870133	Invoice	02/28/2025	GOLF-LARGE ACETYLENE, OXYGEN-MAINT	0.00	21.20	
001293	AMAZON.COM	03/25/2025	EFT	0.00	1,560.25	9002111
11LP-G3N3-16MR	Invoice	03/05/2025	GOLF-GENERAL SUPPLIES-PRO SHOP	0.00	222.25	
11QJ-RW41-19N1	Invoice	03/05/2025	GF-GENERAL SUPPLIES-PD	0.00	1,338.00	
003524	BEST CLEANER DISPOSAL	03/25/2025	EFT	0.00	681.00	9002112
18669	Invoice	03/01/2025	GF-APRIL 2025 TRASH SERVICE-FAC	0.00	135.00	
18670	Invoice	03/01/2025	CPR-APRIL 2025 TRASH SERVICE-COMM C...	0.00	85.00	
18673	Invoice	03/01/2025	GF-APRIL 2025 TRASH SERVICE-PW SHOP	0.00	129.00	
18675	Invoice	03/01/2025	CEM-APRIL 2025 TRASH SERVICE-CEMETE...	0.00	72.00	
18677	Invoice	03/18/2025	GOLF-APRIL 2025 TRASH SERVICE-MAINT	0.00	135.00	
18678	Invoice	03/01/2025	GF-APRIL 2025 TRASH SERVICE-PARKS	0.00	85.00	
18695	Invoice	03/01/2025	GF-APRIL 2025 TRASH SERVICE (VET OFFIC...	0.00	40.00	
003166	CODE RED AUDITS, LLC	03/25/2025	EFT	0.00	25,506.25	9002113
INV-FTLP-SRV-25...	Invoice	03/14/2025	Annual Preventive Maintenance Doors/C...	0.00	25,506.25	
000361	DBC IRRIGATION SUPPLY	03/25/2025	EFT	0.00	1,864.54	9002114
55789026.001	Invoice	03/11/2025	GOLF-IRRIGATION SUPPLIES/PARTS-MAINT	0.00	1,864.54	
000455	FASTENAL COMPANY 01COFTL	03/25/2025	EFT	0.00	18.48	9002115
COFTL202359	Invoice	03/06/2025	GOLF-PARTS, SUPPLIES-MAINT	0.00	18.48	
000691	KONE INC	03/25/2025	EFT	0.00	140.80	9002116
871620087	Invoice	02/28/2025	REC-ELEVATOR MAINTENANCE-REC CENT...	0.00	140.80	
000783	MEANDERING WITH MARY	03/25/2025	EFT	0.00	300.00	9002117
031125	Invoice	03/11/2025	CPR-MARCH 2025 CASINO TRIP-SENIORS	0.00	300.00	
000862	O'REILLY AUTO PARTS	03/25/2025	EFT	0.00	64.08	9002118
4489-205247	Invoice	03/12/2025	GF-BATTERY-PARKS	0.00	64.08	
000932	R & M SERVICES	03/25/2025	EFT	0.00	645.32	9002119
10864	Invoice	02/26/2025	GF-INTERSTATE BATTERY FOR 2023 DODG...	0.00	419.95	
10865	Invoice	02/26/2025	GF-VEHICLE MAINTENANCE-PD	0.00	67.63	
10866	Invoice	02/26/2025	GF-VEHICLE MAINTENANCE-PD	0.00	87.61	
10868	Invoice	03/07/2025	GF-VEHICLE MAINTENANCE-PD	0.00	70.13	
000999	SHAMROCK FOODS COMPANY	03/25/2025	EFT	0.00	2,359.22	9002120
33196730	Invoice	03/13/2025	GOLF-FOOD, BEVERAGES, PREPACKAGED ...	0.00	2,359.22	
001072	THE ANTIGUA GROUP INC	03/25/2025	EFT	0.00	387.34	9002121
AIN-5839646	Invoice	03/16/2025	GF-UNIFORMS-PW SHOP	0.00	387.34	
003411	ULTIMATE DENT REMOVAL LLP	03/25/2025	EFT	0.00	3,219.06	9002122
2270	Invoice	03/17/2025	Police Vehicle Repair-	0.00	3,219.06	
000024	ACE HARDWARE OF FORT LUPTON	04/01/2025	EFT	0.00	48.74	9002123
107659/1	Invoice	03/21/2025	GOLF-SUPPLIES-PRO SHOP	0.00	48.74	
002841	AIRBOUND	04/01/2025	EFT	0.00	6,927.50	9002124

Council Check Report

Date Range: 03/19/2025 - 04/01/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
247910	Invoice	03/20/2025	CPR-RENTAL DEPOSIT FOR 4TH OF JULY EV...	0.00	6,927.50	
000361	DBC IRRIGATION SUPPLY	04/01/2025	EFT	0.00	1,320.85	9002125
55789026.001-1	Invoice	03/11/2025	GOLF-SPECIAL ORDER,NON REFUNDABLE ...	0.00	35.05	
55791740.001	Invoice	03/13/2025	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	1,285.80	
003720	FREDERICK M GOODBEE	04/01/2025	EFT	0.00	1,600.00	9002126
10	Invoice	03/25/2025	GF-CONDUCT COURT HEARINGS MARCH 2...	0.00	1,600.00	
001786	JOHNSON CONTROLS SECURITY SOLUTIONS	04/01/2025	EFT	0.00	244.64	9002127
41148562	Invoice	03/08/2025	CPR-QTRLY MONITOR SERV APRIL 1-JUNE ...	0.00	244.64	
000862	O'REILLY AUTO PARTS	04/01/2025	EFT	0.00	12.99	9002128
4489-207325	Invoice	03/21/2025	GF-FEELER GAUGE-PARKS	0.00	12.99	
000999	SHAMROCK FOODS COMPANY	04/01/2025	EFT	0.00	814.70	9002129
10004275	Credit Memo	03/24/2025	GOLF-CREDIT FOR RETURN OF FOOD-PRO ...	0.00	-51.13	
33229791	Invoice	03/24/2025	GOLF-FOOD, PREPACKAGED FOODS-PRO ...	0.00	865.83	
001101	TODD HODGES DESIGN, LLC	04/01/2025	EFT	0.00	8,856.90	9002130
3678	Invoice	03/24/2025	GF-PLANNING SERV FOR MARCH 10-23, 2...	0.00	8,856.90	
001126	TYLER TECHNOLOGIES	04/01/2025	EFT	0.00	1,199.00	9002131
1151	Invoice	03/01/2025	GF-CONNECT 25 CONFERENCE-COURT	0.00	1,199.00	
001128	ULINE INC	04/01/2025	EFT	0.00	219.02	9002132
190013691	Invoice	03/06/2025	CPR-7X35 UMBRELLA BAG-FIELD OF HON...	0.00	219.02	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	04/01/2025	EFT	0.00	120,561.97	9002133
259030903130	Invoice	04/01/2025	GF-HEALTH INS FOR APRIL 2025-HR	0.00	120,561.97	
001153	VALLEY FIRE EXTINGUISHER	04/01/2025	EFT	0.00	383.00	9002134
166519	Invoice	03/21/2025	GOLF-FIRE EXTINGUISHER MAINT/INSPECT...	0.00	383.00	
000119	BANK OF COLORADO	03/21/2025	Bank Draft	0.00	7,955.27	DFT0002560
INV0001729	Invoice	03/21/2025	HSA DISTRIBUTION	0.00	7,955.27	
000119	BANK OF COLORADO	03/21/2025	Bank Draft	0.00	1,289.99	DFT0002561
INV0001730	Invoice	03/21/2025	HSA DISTRIBUTION	0.00	1,289.99	
001416	VALIC_1	03/21/2025	Bank Draft	0.00	54,005.46	DFT0002562
INV0001731	Invoice	03/21/2025	VALIC - 457(b) \$ Contributions	0.00	54,005.46	
001265	IRS	03/21/2025	Bank Draft	0.00	94,007.58	DFT0002563
INV0001732	Invoice	03/21/2025	Federal Withholding	0.00	94,007.58	
001418	CO DEPARTMENT OF REVENUE	03/21/2025	Bank Draft	0.00	15,734.00	DFT0002564
INV0001733	Invoice	03/21/2025	CO Withholding	0.00	15,734.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	122	70	0.00	118,471.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	172,992.30
EFT's	38	26	0.00	178,983.43
	165	101	0.00	470,447.37

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	122	70	0.00	118,471.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	172,992.30
EFT's	38	26	0.00	178,983.43
	165	101	0.00	470,447.37

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	3/2025	273,996.98
999	POOLED CASH/CONSOLIDATED CASH	4/2025	196,450.39
			470,447.37

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
March 18, 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 18, 2025. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

Staff requested to add AM 2025-048 “Coyote Creek Drive Water Main Replacement Upsizing by Century Communities in Association with Coyote Creek Filing 5 Subdivision Work for an Amount Not to Exceed \$106,556.00 from the Utility Fund – Water Lines” as item (d) under the Action Memorandum section. It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to approve the agenda as amended. Motion passed unanimously on roll call vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the March 18, 2025, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Claud Hanes and seconded by David Crespín to approve the Consent Agenda as presented with the following items:

- March 4, 2025 City Council Meeting Minutes
- 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 (AM 2025-043)
- Accepting a Proposal from Titan Machinery for a Case SR210B Skid Steer with

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
March 18, 2025**

Attachments for an Amount Not to Exceed \$65,500.00 to be Paid from the Capital Improvements Program Parks Department (AM 2025-044)

- Approving Resolution 2025R022 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 (AM 2025-047)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

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

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.

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.

It was moved by Chris Ceretto and seconded by David Crespín to Adopt Resolution 2025R023 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. Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
March 18, 2025**

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

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.

It was moved by Bruce Fitzgerald and seconded by Claud Hanes to Award 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. Motion passed unanimously on roll call vote.

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 Water System Improvements for a Project Cost Estimate of \$100,000.00

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.

It was moved by David Crespín and seconded by Chris Ceretto to Approve Resolution 2025R024 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 Waste System Improvements for a Project Cost Estimate of \$100,000.00. Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
March 18, 2025**

AM 2025-048 Coyote Creek Drive Water Main Replacement Upsizing by Century Communities in Association with Coyote Creek Filing 5 Subdivision Work for an Amount Not to Exceed \$106,556.00 from the Utility Fund – Water Lines

City staff has been working with the developer of Coyote Creek Filing 5 (Century Communities currently) on the design and construction of utilities. Design of the residential site began in 2022. Construction began this year. The existing water main broke during installation of a water service last week (March 12, 2025). The main break continues to split during repair attempts. This water main was installed with the original Coyote Creek work done in 1998-2002. The contractor has been directed to replace the 8-inch main in Coyote Creek Drive. However, the Water Master Plan completed by Burns & McDonnell in August 2024, has flagged that main as requiring a larger pipe (12-inch).

The contractor (HEI) is providing a quote to replace the water main from College Ave to the west approximately 420-feet with a new 12-inch PVC water main. The construction schedule will be impacted by delaying this work.

It is quoted to cost \$168,752.50 to replace the water main, of which Century remains responsible for \$62,196.50. HEI is ready to order the materials with currently determining availability with a desire to commence construction immediately.

It was moved by Bruce Fitzgerald and seconded by Michael Sanchez to Approve Coyote Creek Drive Water Main Replacement Upsizing by Century Communities in Association with Coyote Creek Filing 5 Subdivision Work for an Amount Not to Exceed \$106,556.00 from the Utility Fund – Water Lines. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

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

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.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
March 18, 2025**

STAFF REPORTS

Todd Hodges, Planning Director, stated a lot of things are coming this year so the Planning Department will be very busy this year.

William Carnes, Chief of Police, stated the Police Department was approved for the Click-it or Ticket grant.

Mari Peña, City Clerk, reported the next council meeting, April 1st, is Youth in Government Day.

MAYOR/COUNCIL REPORTS

Councilmember Chris Ceretto stated he worked on former City Planner, Clay Hartley's vehicle and Clay said Hi to everyone.

FUTURE CITY EVENTS

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 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
April 23-26, 2025	Fields of Honor, Pearson Park

UPCOMING MEETINGS

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.

ADJOURNMENT

The meeting adjourned at 6:21 p.m.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
March 18, 2025**

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

DRAFT

RESOLUTION NO. 2025R015

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

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

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

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

NOW, THEREFORE BE IT RESOLVED that the City of Fort Lupton hereby establishes general guidelines for the Planning Advisory Committee by approving Exhibit “A,” originally passed on February 18, 2025 and amended on April 1, 2025, herein included.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 1st DAY OF APRIL, 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"

Planning Advisory Committee:

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

1. The Planning Advisory Committee is a temporary Ad-Hoc committee who shall have the broad authority to work with City staff in evaluating the City's current Comprehensive Plan, identifying necessary updates, changes, and additions, and providing input towards the final plan to be approved by Planning Commission and City Council.
2. Due to the nature of this type of "long-term" visioning, the Committee shall consist of a wide spectrum of the community that will encompass the interests of all users including youth, business, government, and the city as a whole. The members shall consist of one who shall be a member of the City Council, two who shall be members of the Planning Commission, three who shall be members of City staff, one who shall represent the City's businesses, one who shall represent the City's youth, one who shall represent FLURA, and two Fort Lupton residents, appointed by the Mayor and ratified by the City Council.
3. The Committee shall take measures to engage and solicit input from the public. The Committee may be as creative and innovative as they desire, but this stipulation should include public meeting(s).
4. The Committee shall operate under the same general guidelines as stated in governing advisory committees guidelines.
5. The Committee shall terminate upon Planning Commission and City Council approval of the updated Comprehensive Plan or at the point the Planning Director or City Council feels its task is complete.

RESOLUTION NO. 2025R015

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

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

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

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

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

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

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"

Planning Advisory Committee:

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

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



SUBJECT FOR DISCUSSION

Approving the Estimated 2025 Payment to Northern Colorado Water Conservation District (NCWCD) for the Windy Gap Annual Assessment, Paid from the Water Utility Fund for an Amount Not to Exceed \$269,868.34.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has thirteen units, equivalent to 1,300 acre feet, of Windy Gap water. The assessment covers the cost of pumping, electrical power, and general costs to operate the system and deliver the water to the City.

	2025 Estimated Cost	2024 True-up of Estimated Costs to Actual	2025 Total Due	2024 Assessment With True-up	Increase (Decrease)
<i>General Assessment</i>	\$ 46,800.00	\$ 0	\$46,800	\$ 46,800.00	\$ 0
<i>Carriage Cost</i>	146,406.39	-9,315.67	137,090.72	122,343.57	24,062.85
<i>USBR Fixed Charges</i>	46,456.85	0	46,456.85	45,651.72	805.13
<i>Pumping Power Cost</i>	69,033.28	-40,894.23	28,139.05	0	69,033.28
<i>Indirect Cost</i>	11,381.72	0	11,381.72	9,154.17	2,227.55
<i>Net Assessment Amount Due</i>	\$ 320,078.24	(\$50,209.90)	\$ 269,868.34	\$ 223,949.46	\$96,128.81

FINANCIAL CONSIDERATIONS

The 2025 Utility Fund Budget has \$400,000 budgeted for the Windy Gap Assessment.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the payment of \$269,868.34 from the Utility Enterprise Fund to Northern Colorado Water Conservancy District for the 2025 Windy Gap Assessment.

Attachments: a. Invoice

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Windy Gap Enterprise
2025 Windy Gap Annual Assessments

March 15, 2025

Invoice #: 13154

Participant: **City of Fort Lupton**
 Payment Due Date: April 15, 2025
 Amount Due: **\$269,868.34**

	<u>Water Units</u>
2023 Units:	13
2024 Units:	13

Water orders based on the billing period of October 1 through September 30 are shown below:

	<u>Acre-Foot</u>
2024 Actual Water Delivery	1,300.0
2024 Estimated Water Delivery	1,300.0
	<u>0.0</u>
2025 Estimated Water Delivery	<u>1,300.0</u>

Assessment billing components are summarized below:

	2025 Estimated Cost	Reconciliation of 2024 Estimated Cost to Actual Cost	Total Due
General Assessment Cost	\$ 46,800.00	\$ -	\$ 46,800.00
Carriage/OM&R Costs	\$ 146,406.39	\$ (9,315.67)	\$ 137,090.72
Unused Capacity/In-Lieu Costs	\$ 46,456.85	\$ -	\$ 46,456.85
Pumping Power Cost	\$ 69,033.28	\$ (40,894.23)	\$ 28,139.05
Indirect Cost	\$ 11,381.72	\$ -	\$ 11,381.72
Total	\$ 320,078.24	\$ (50,209.90)	\$ 269,868.34

AMOUNT DUE

\$ 269,868.34



SUBJECT FOR DISCUSSION

Approving the Purchase of Nine (9) MDT's for Public Work Trucks for an Amount Not to Exceed \$45,860.04, Allocated from the Internal Technology Equipment General Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The current MDT's in the Public Work vehicles are coming up to their end of life cycle. The systems currently in the vehicles were received from Police Department upgrades in 2023. The Getac B360 MDT's will provide the department with faster and more modern systems. They will come with touchscreens and backlit keyboards. The cost of the nine (9) Getac MDT's will be \$45,860.04 and will come with bumper to bumper 5-year warranty and vehicle docks. The monies will come from the already budgeted IT account.

The MDT's in the Public Work vehicles assist staff with water reads as well as other job duties while out in the field.

FINANCIAL CONSIDERATIONS

Budgeted in the General Fund's Internal Technology equipment < \$25,000 line item.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. Council proceeds with the purchase of the nine (9) new Getac B360 MDT's
2. Council chooses not to move forward on the purchase.

STAFF RECOMMENDATIONS

IT recommends the purchase of the Getac B360 MDT's

Attachments: a. Getac MDT Invoice

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



DATA CENTER WAREHOUSE

23041 Avenida De La Carlota, Suite 325
Laguna Hills, CA 92653
Phone: 732-579-7134

Getac 3/18 Public
Works

Number: **Q-114285**

Date: **03/18/2025**

Bill To:
Travis Aksamitowski
City of Fort Lupton
130 S Mckinley Ave Ste 1
Fort Lupton, CO 80621
Phone: (720)466-6113
Email: Taksamitowski@FortLuptonCo.Gov

Ship To:
Travis Aksamitowski
City of Fort Lupton
130 S Mckinley Ave Ste 1
Fort Lupton, CO 80621
Phone: (720)466-6113
Email: Taksamitowski@FortLuptonCo.Gov

Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	BS7776BABDGX	Getac B360 Fully Rugged 13.3 inch Windows OS Laptop With 3YR Bumper to Bumper Warranty Mfr: Getac, Inc	\$ 3,691.59	9	\$ 33,224.31
*2	GE-SVTBNFX5Y	Bumper to Bumper + Extended Warranty- Tablet (Year 4 & 5) - Getac, Tablet&Notebook (A/ B/ F/ K/ V/UX/X600 Series), Bumper-to-Bumper+Extended Warranty, Mfr: Getac, Inc	\$ 517.26	9	\$ 4,655.34
*3	543390100502	B360 - Gamber Johnson, 7160-1431-03 Mfr: Getac, Inc	\$ 725.58	9	\$ 6,530.22
*4	590GBL000515	3RD-PARTY ITEM LIND, GE1963-5322, 120W DC/DC Adapter Mfr: Getac, Inc	\$ 161.13	9	\$ 1,450.17
4 item(s)			Sub-Total		\$ 45,860.04
			Freight		\$ 0.00
			Tax @ 0%		\$ 0.00
			Total		\$ 45,860.04

(*) Tax exempted Part(s)

Quote Valid Until: 03/31/2025

Payment Details

Pay by: Company PO
Payment Term 30 days

Terms and Conditions

This quote is based on current duty and tax rates. Any increases in duties, tariffs, or related government-imposed fees after this quote but before the order date shall be the sole responsibility of customer.

Please visit <http://datacenterwarehouse.com/terms-and-conditions/> for terms and conditions.

Shipping and Delivery Details

Shipping via: UPS Ground

Prepared by: **Danny Mirsky**

Email: **Danny.Mirsky@4dcw.com**

Phone: **732-579-7134**



SUBJECT FOR DISCUSSION

Approving a Resolution of the City Council of Fort Lupton to Dedicate an Underground Power Easement on City Owned Property Located at the Northwest Corner of the Intersection of Highway 52 and College Avenue to United Power.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

United Power requires a new underground power line route that crosses City property at Coyote Creek Golf Course adjacent to College Avenue ROW. The ten feet wide easement gives United Power the ability to construct and access their facilities for maintenance and operations. The proposed line is undergrounding of the power lines along the south west side of College Avenue from the Highway 52, north along the Coyote Creek Filing No 5 subdivision. The installation of a new light pole and cabinet will be located on the surface.

Final location of the pole and cabinet is to be determined in the field at time of construction to avoid existing utilities and future roadway improvements to Highway 52.

The exhibit currently provided shows the easement continuing north in previously dedicated College Avenue ROW and will be adjusted to only include the portion between Hwy 52 ROW and Coyote Creek Filing 5 southeast corner.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve Resolution
- B. Do not approve
- C. Do nothing

STAFF RECOMMENDATIONS

City staff recommends approval of the Resolution and executing the easement agreement with revised legal description and exhibit with United Power.

Attachments:

- a. Resolution
- b. United Power Easement Agreement
- b. Easement Dedication

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE UNITED POWER EASEMENT AGREEMENT ACROSS CITY OWNED PROPERTY NEAR COYOTE CREEK GOLF COURSE ADJACENT TO COLLEGE AVENUE

WHEREAS, United Power requires an underground power line crossing City property located at the Coyote Creek Golf Course adjacent to College Avenue Right-of-Way; and

WHEREAS, after review of the easement agreement and consideration of staff comments, staff recommended approval to City Council; and

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the easement agreement with supporting documentation. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, and analysis of staff comments, the City hereby approves the United Power easement agreement and authorizes the Mayor to sign.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 1ST DAY OF APRIL 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**UNITED POWER, INC. POWER LINE EASEMENT
FORT LUPTON WATER TREATMENT PLANT**

1. **GRANT.** In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF FORT LUPTON, COLORADO, whose address is 130 S. McKinley Ave., Fort Lupton, CO 80621 ("Grantor") hereby grants to UNITED POWER, INC., whose address is 500 Cooperative Way, Brighton, CO 80603, and its successors and assigns ("Grantee"), this Easement for the purposes described herein, situated in the County of Weld, State of Colorado, for the use and benefit of Grantee, and its employees, agents, licensees, invitees, contractors, and lessees.
2. **EASEMENT USE.** This Easement may be used for the construction, reconstruction, replacement, modification, improving, repairing, removal, maintenance, inspection, and operation, at any time and from time to time, of electrical lines and all fixtures and devices appurtenant thereto. These facilities include poles, wires, cables, conductors, transformers, conduit, pedestals, streetlights, and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith. These facilities will be overhead and underground, over and across the premises described on the attached **Exhibit A** (the "Easement Area

The easement rights granted to Grantee hereunder include the rights of ingress and egress on, over and across the Easement Area, on foot or through use of such vehicles and equipment as Grantee deems appropriate for the activities and uses allowed under this Easement, together with the rights to maintain and improve the Easement Area as needed to accommodate said vehicles and equipment.

3. **NON-EXCLUSIVITY, PERPETUITY.** This Easement shall be non-exclusive and perpetual, and shall run with the land, burdening all present and future owners.
4. **GRANTOR RESERVED RIGHTS.** Grantor reserves the right to use and occupy the Easement Area for any and all purposes that will not interfere with Grantee's uses thereof or endanger or damage Grantee's facilities installed thereon. Grantor shall have the right to cultivate, graze, use, occupy and have access to and across the Power Line Easement Area described herein for any purposes that will not pose a significant risk of bodily injury or death to any person or damage to Grantee's property, or interfere with any of the rights and privileges herein granted to the Grantee.
5. **GRANTOR COVENANTS.** Unless prior written permission is granted by Grantee, Grantor shall not, within the Easement Area: i) erect or construct any building or other structure on the EASEMENT; ii) plant any tree or bush within 5.0 feet of any GRANTEE facilities or within 10.0 feet of the opening side of any transformer or cabinet; Upon receipt of written notice from Grantee identifying material or property deemed by Grantee to interfere with the safe operation or maintenance of Grantee's lines or facilities, Grantor shall remove the material or property within 10 days. If there is a failure to so remove the

material within 10 days, Grantee may remove the material or property and collect the costs of such removal from Grantor.

6. **GRANTOR WARRANTIES.** Grantor warrants that: i) Grantor is the owner of the land on which this Easement is situated; ii) Grantor has full authority to grant this Easement; iii) the individual or individuals signing this Easement have full authority to execute this Easement on behalf of Grantor; and iv) the rights granted herein are subject only to easements of record and mineral rights of record in third parties.
7. **GRANTEE MAINTENANCE.** Grantee may at any time cut, remove, clear away, trim and control, by chemical means, machinery or otherwise, any and all trees, brush and shrubbery whether on the easement areas described herein, or adjacent thereto, which now or hereafter, in the sole and exclusive opinion of Grantee, may interfere with the safe construction, operation and maintenance of the electric distribution lines. Grantee shall use existing gates of Grantor's facility fences to access the easement areas conveyed herein. Access of Grantee's easement area must be coordinated with Grantor's staff, but Grantee will have reasonable 24 hour per day, 7 day per week access. Grantee shall at all times exercise reasonable care and diligence to avoid damage to Grantor's real property, fences, and other personal property located on or adjacent to the Power Line Easement Area, and shall repair or pay Grantor for the reasonable costs or value of any and all damage to said real property, fences, crops, livestock and other personal property caused by Grantee, its employees, agents, licensees, invitees, contractors, or lessees while performing construction or maintenance work within the Power Line Easement Area.
8. **GRANTEE FACILITIES.** All structures, buildings, poles, wires and other facilities installed on, across, and under the Power Line Easement Area at Grantee's expense, shall remain the property of Grantee, removable at the sole discretion of Grantee; provided, however, that any fences, gates, culverts or ditches constructed by Grantee may be conveyed to Grantor on such terms and conditions and at such times as may be mutually agreed upon by Grantor and Grantee. Proposed GRANTEE facilities shall be located to avoid conflicts with GRANTOR's facilities.
9. **NON-USE.** Non-use or limited use of this Easement shall not prevent Grantee from thereafter making use of this Easement to the full extent herein authorized.
10. **MISCELLANEOUS.** The provisions of this Easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor and Grantee. The rights, privileges, and obligations granted and created hereunder may be assigned, licensed or otherwise conveyed or transferred by Grantee in whole or in part. Grantee shall be entitled to all remedies at law or in equity to enforce the terms of this Easement or to recover damages for breach. The headings and captions in this Easement are used for convenience only and shall not be construed to affect its meaning.
11. **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.

12. **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.
13. **GOVERNING LAW.** GRANTEE agrees to comply with all local, state and federal laws in its use of easement under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.
14. **OSHA REQUIREMENTS.** GRANTEE 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. GRANTEE 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. GRANTEE acknowledges and agrees that with respect to the use of this easement, it shall comply with all obligations and assume all responsibilities imposed upon the GRANTEE as such term is defined and construed under all OSHA rules and regulations. The GRANTEE shall adhere to all federal, state and local safety and health regulations, laws and ordinances.
15. **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.
16. **INDEMNIFICATION BY GRANTEE.** GRANTEE shall defend, indemnify and hold the GRANTOR 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 GRANTEE or its contractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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

Grantor signs this Power Line Easement to be effective upon execution hereof.

GRANTOR:

CITY OF FORT LUPTON, COLORADO

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me on _____,
20____, by _____, as _____ of
the CITY OF FORT LUPTON, COLORADO.

(Notarial Seal)

Notary Public

My commission expires: _____

GRANTEE:

UNITED POWER, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss:
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on _____,
20____, by _____, as _____ of
United Power, Inc.

(Notarial Seal)

Notary Public

My commission expires: _____

EXHIBIT A
POWER LINE EASEMENT AREA



EXHIBIT A

United Power, Inc.

Sheet 1 of 2

City of Fort Lupton, Property address: Vacant Land, Fort Lupton, Weld County, Colorado

A strip of land ten (10) feet in width being a portion of Parcel 2, Reception No. 2498088, recorded June 25, 1996, Weld County Records (WCR), and a portion of Parcel 1, Reception No. 4505683, recorded July 15, 2019, WCR, lying in the Northwest one-quarter (NW1/4) of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, Weld County, State of Colorado, five (5) feet on each side of the following described line;

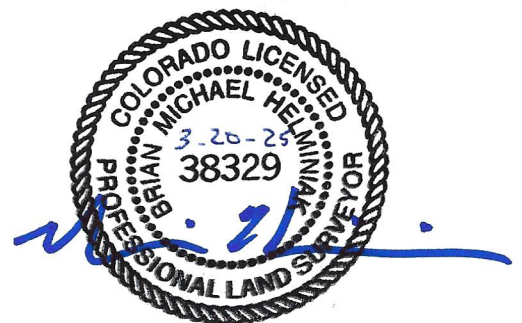
Beginning at the Southeast corner of said Parcel 2;
thence west, 40 feet, along the south line of said Parcel 2, to a line lying 5 feet east of the southerly prolongation of the east line of Coyote Creek PUD Filing No. 5 Final Plat, Reception No. 4952758, recorded April 3, 2024, WCR, the POINT OF THE BEGINNING;

thence north, 583.34 feet, on an angle to the left of 89°29'32", parallel with and 5 feet east of the east line of Coyote Creek PUD Filing No. 5 Final Plat, to the easterly prolongation of the north line of Lot 7 of said Coyote Creek PUD Filing No. 5, the POINT OF TERMINUS;

Said parcel contains 5,833 square feet, (0.1339 acres) more or less.

An illustration for this description is attached hereto and made a part hereof.

The author of this description is Mr. Brian M. Helminiak, PLS 38329, a registered professional land surveyor licensed to practice in the State of Colorado. The description was written for United Power, Inc., and on behalf of Lambert Land Consulting, LLC, on March 19, 2025, under Job Number L25-018 and is NOT to be construed as representing a monumented land survey.

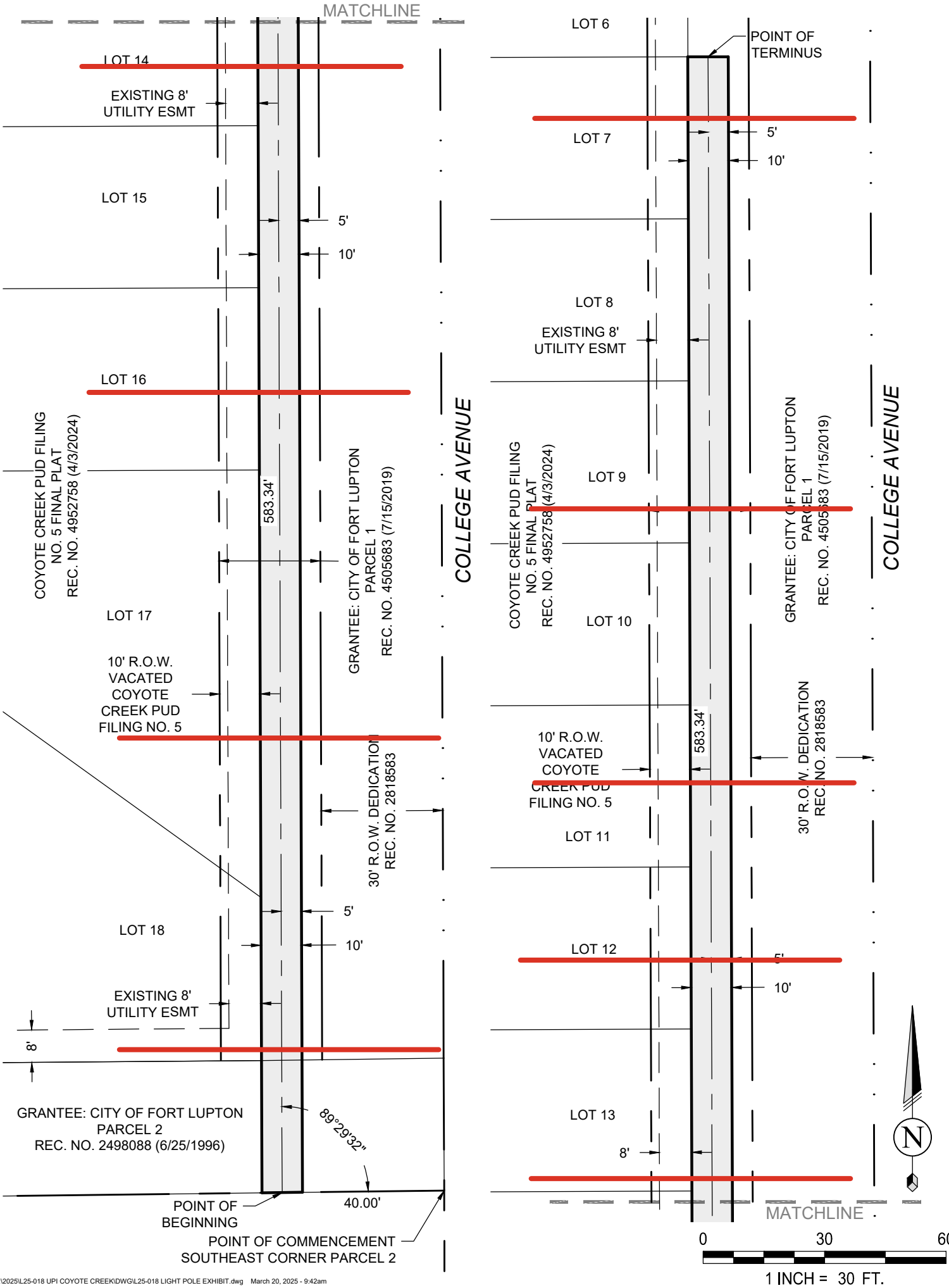


LAMBERT LAND CONSULTING, LLC

P: 970-217-2190 – www.lambertlc.com

EXHIBIT

NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6th P.M.
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO



L:\2025\L25-018 UPI COYOTE CREEK\DWG\L25-018 LIGHT POLE EXHIBIT.dwg March 20, 2025 - 9:42am

#	Date	Revisions
0	3/17/2025	ORIGINAL DOCUMENT - KBT

Prepared for: WO# 202412023

Project#: L25-018

UNITED POWER, INC.

LLC²

Lambert Land Consulting, LLC
2603 Lodi Court · Fort Collins · Colorado 80526
Phone 970.217.2190



SUBJECT FOR DISCUSSION

Approving the Great Outdoor Colorado (GOCO) – Planning and Capacity Grant Application for Updating the Parks and Trails Master Plan

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Parks and Recreation Department submitted a full application to Great Outdoor Colorado (GOCO) in December 2024 and was approved in the amount of \$140,000 for the Parks and Trails Master Plan on March 14, 2025. The next step is to execute the Grant Agreement (attachment a). The grant award will be issued upon completion of the Grant agreement (attachment a).

FINANCIAL CONSIDERATIONS

The \$140,000 grant will help offset the \$300,000 expenditure budgeted in the General Fund – Parks (Capital Improvements – 3500). The net cost to the City for the Parks and Trails Master Plan will be \$160,000.

LEGAL/POLITICAL CONSIDERATIONS

City staff will need to execute the Grant Agreement (attachment a) – The Fort Lupton City Council would need the Mayor signature to complete the agreement (pdf file or DocuSign).

ALTERNATIVES/OPTIONS

Seek additional funding from other grant agencies.

STAFF RECOMMENDATIONS

Staff recommends to accept and execute Great Outdoor Colorado (GOCO) – Planning and Capacity grant for completing the Parks and Trails Master Plan in the amount of \$140,000.

Attachments: a. Great Outdoors Colorado Agreement
1. Exhibit A - C

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

GRANT AGREEMENT

Project Name: City of Fort Lupton Parks and Trails Master Plan
Project Completion Date: March 31, 2027
Contract Number: 25306

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant Street, Suite 725, Denver, CO 80203
E-mail Address: lkahler@goco.org
Contact Name: Leah Kahler-Read
Telephone: (303) 226-4533

Grantee: City of Fort Lupton
Address: 203 South Harrison Ave., Fort Lupton, Colorado 80621
E-mail Address: DCook@FortLuptonCo.Gov
Contact Name: Doug Cook

Date: March 12, 2025

EXHIBITS

Exhibit A	Project Summary
Exhibit B	Resolution
Exhibit C	Approved Budget

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.

B. GOCO created grant programs pursuant to which eligible entities can apply for grants for a variety of outdoor projects. Grantee or Grantees listed above ('Grantee') submitted a detailed project application ('Project Application') that contemplates the execution of the project (the 'Project') entitled above and described in GOCO’s project summary ('Project Summary'), attached and incorporated as Exhibit A.

C. GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on March 14, 2025, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application.

D. The parties intend this Grant Agreement (this “Agreement”) to be the detailed grant agreement required by GOCO.

AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.

2. Representations and Warranties of Grantee. Grantee is a Government, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.

3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$140,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project as approved by GOCO and as described in the Project Application and the Project Summary. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.

4. Project Scope. Grantee shall not materially modify the Project without the prior written consent of the Executive Director of GOCO (“Executive Director”) or the Executive Director’s designee, such approval to be in GOCO’s sole discretion. Any material modification to the

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Project undertaken without GOCO's prior written consent shall be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. As provided in Paragraph 15 of this Agreement, if Grantee determines with reasonable probability that the Project will not or cannot be completed as described in the Project Application and the Project Summary, Grantee shall promptly notify GOCO and shall cooperate with GOCO in good faith to seek a resolution before any further funds are disbursed.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion and consistent with this Agreement described in the Project Application and the Project Summary.

6. Approved Budget. Grantee has completed a detailed budget that reflects anticipated sources and uses of funds for the Project, including an accounting of Grantee's anticipated costs associated with elements of the Project, a copy of which is attached and incorporated as Exhibit C ("Budget"). Eligible costs are described in Paragraph 9 of this Agreement. The Project Application contains a budget that may not match the Budget attached as Exhibit C and which, therefore, the parties shall not rely upon. Where discrepancies exist, the Budget in Exhibit C shall control unless the Executive Director or the Executive Director's designee approves an updated version of the Budget in writing. Any such updated version of the Budget shall replace the version of the Budget in Exhibit C.

7. Waiver. Prior to the disbursement of funds, the Executive Director in their discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff ("Staff"), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

8. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application, Project Summary, or otherwise.

SECTION 2 – GRANT PAYMENT

9. Eligible Costs. The Grant and all matching funds, whether cash or in-kind, shall be used only for eligible expenses approved by GOCO in the Budget; these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee. If the Project includes a property acquisition, which may include acquisition of a fee simple interest or any type of easement, the purchase price of the property may not exceed the fair market value of the property as established by an appraisal.

10. Payment of Grant.

A. *General Terms.* Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise consented to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. It is the sole responsibility of Grantee to inform GOCO of, and receive GOCO's written consent to, any material modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any modifications, however seemingly minor, to the Project.

B. *Specific Terms.* GOCO strongly encourages Grantee to communicate with GOCO Staff at project commencement to determine a payment schedule, especially if Grantee requires an advance payment (as defined below). For capital construction, planning, stewardship, and capacity projects GOCO will issue payment as follows:

i. *Advanced Payment.* Grantee may opt to receive a portion of the Grant prior to starting and completing work on the project ('Advanced Payment'). Grantee may request a single Advanced Payment of up to 75% of the grant amount upon execution of this Agreement and after providing to GOCO an advanced payment request detailing secured contracts and/or quotes included in the GOCO-approved Project scope. The Advanced Payment must be submitted using GOCO's Advanced Payment Request form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making an Advanced Payment.

Annually, at the end of GOCO's fiscal year which concludes on June 30, GOCO will conduct an audit of all expenditures made by the Grantee using GOCO advanced payment funds during the year (July 1 – June 30). This may include requests for any invoices, receipts, billing statements evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by July 15. GOCO shall provide the parties written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. The parties agree to confer in good faith within 30 days of receipt of any notifications to achieve a resolution, as appropriate.

ii. *Progress Payment.* Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project ('Progress Payment'). GOCO will issue a maximum of one (1) Advanced Payment or Progress Payment per calendar year (unless an alternative payment schedule is agreed to in writing by GOCO staff). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ('Progress Report'). The Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. Progress Payments shall not exceed 75% of the Grant.

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iii. *Final Payment.* Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion ('Final Report'). The Project is 'complete' when all improvements or activities included in the GOCO-approved Project scope have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant ('Final Payment'), subject to any reductions contemplated by any provision of this Agreement.

iv. *Waivers of Liens and Claims.* GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics' lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

11. Net Lottery Proceeds. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements, and/or commitments for other past, current, and future grants, and past, current, and future GOCO operating expenses and budgetary needs.

12. GOCO Review. GOCO shall have 30 days to review any progress or final report or other request and respond to Grantee, unless the Grant or portion thereof is for a property acquisition where grant reports are deemed inapplicable.

13. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant presented in the Project Application and described in the Project Summary infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, and reflected in the Project Summary, without prior written approval of the Executive Director or the Executive Director's designee;

C. *Inaccuracies.* Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, grant report documents, due diligence materials, or otherwise is untrue, inaccurate, or incomplete in any material respect;

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D. *Reporting.* Grant reports (if applicable) or due diligence materials (if applicable) are not acceptable to GOCO;

E. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

F. *Delays.* The Project will not or cannot be completed by the Completion Date, as defined below, or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment; or

G. *Costs.* The Project will not or cannot be completed within the Budget including such modifications to the Budget as have been approved in writing by GOCO.

SECTION 3 – CONDITIONS PRECEDENT

14. Completion Date. Grantee shall complete the Project no later than March 31, 2027 ("Completion Date"). Grantee may request an extension of the Completion Date in compliance with GOCO's policies and procedures, as such policies and procedures may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event the Completion Date is not met and/or Grantee fails to comply with GOCO's extension procedures.

15. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing. Upon written request by Grantee, as a possible alternative to termination of the Grant, GOCO may consider funding an alternative project scope. Any alternative scope must meet GOCO eligibility requirements and applicable policies and procedures must be approved by GOCO in writing, and shall be subject to this Agreement and incorporated herein.

16. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Agreement to GOCO's satisfaction in its sole discretion, including but not limited to the following:

A. *Matching Funds.* Matching funds in the minimum amount required by GOCO policy or procedure, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or Grantee must have disclosed the status of Grantee's efforts to secure matching funding to the Staff and such efforts must have been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. *GOCO Policies and Procedures.* The Project must comply with all of GOCO's policies and procedures, which may be amended from time to time by GOCO in its sole discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

SECTION 4 – OTHER PROVISIONS

17. Additional Terms for Certain Grants. If the Grant is a stewardship grant, a capital construction grant, and/or a grant that is made to acquire an interest in real property the special terms attached and incorporated as Exhibit E shall apply to the Grant.

18. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the property for publicity purposes (to the extent allowed by the landowner if the Project entails a conservation easement on a privately-owned property), and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. To the extent practicable, Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

19. Signage. For capital construction and land acquisition grants Grantee shall erect one or more permanent signs at a prominent and visible location approved by GOCO on the Project site identifying the Project to the public and acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. The signage shall be erected *unless* GOCO approves a waiver requested by the Grantee. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO must approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to their placement.

20. Liability.

A. Liability. To the extent allowed by law, Grantee shall be responsible for any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement (with the exception of potential claims between GOCO and Grantee relating to performance of this Agreement). Grantee agrees that GOCO shall not be liable or responsible for any such liabilities resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any right of contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

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B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) (“CGIA”). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents, and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination; worker safety; local labor preferences; preferred vendor programs; equal employment opportunity; use of competitive bidding; permits; approvals; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, and Staff from any cost, expense, or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access to and use of the Project.

21. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to any expenses incurred for the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of Project completion (“Record Retention Period”). If there is any pending litigation, claim, or ongoing audit related to the Project that commences before but exceeds the five-year Record Retention Period and GOCO provides notice to Grantee, Grantee shall retain the accounts, documents, and records related to the Project until the litigation, claim, or ongoing audit concludes. The accounts, documents, and records related to the Project shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

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22. Breach. In addition to other remedies that may be provided in this Agreement or that may be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant.* GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant.* GOCO reserves the right to seek specific performance of Grantee's obligations under this Agreement; receive reimbursement in full of any disbursements made under the Grant, including if Grantee does not fulfill its obligations to operate, manage, and/or maintain a capital improvement due to lack of annual appropriations (if applicable); and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects. GOCO has the right to disallow costs and recover funds based on audits, litigation, claims or other review made within the Record Retention Period.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

23. GOCO Policies and Procedures. Grantee acknowledges it has received a copy of the GOCO policies and procedures or otherwise has access to applicable policies and procedures of GOCO in connection with this Agreement and is familiar with their requirements.

24. Miscellaneous Provisions.

A. *Good Faith.* The parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to all other parties.

B. *Assignment.* Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director or the Executive Director's designee, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board, or otherwise receives express permission from the Board to act as assignee, and assumes Grantee's ongoing obligations under this Agreement.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this

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Agreement, no party shall have the express or implied right to act for, on behalf of, or in the name of any other party.

E. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO.

F. *Time is of the Essence.* Time is of the essence in this Agreement.

G. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the completion of the Project.

H. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. *Third-Party Beneficiary.* GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended. Notwithstanding the preceding statement, GOCO and Grantee acknowledge that: (1) GOCO is intended to be and is a third-party beneficiary of any real property covenants and terms of any use restriction and real property interest in any use restriction that GOCO funds and (2) in some circumstances a third party may benefit from this Agreement if the Grantee assigns the Project or if a third party will hold a use restriction.

J. *Notice.* Any notice, demand, request, consent, approval, or communication that any party desires or is required to give shall be in writing and shall be deemed to have been given to the other party when (a) hand-delivered; (b) sent by e-mail to the e-mail address listed on Page 1 of this Agreement (with a copy of such notice delivered by hand or deposited in the United States mail (registered or certified mail, postage prepaid, return receipt requested) or by reputable delivery service (return receipt or delivery tracking requested)); or (c) sent by a nationally-recognized overnight courier service to the street address listed on Page 1 of this Agreement.

K. *Construction; Severability.* The parties have reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this

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Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

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IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of _____.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

By:

GRANTEE:

By:

Jackie Miller
Title: Executive Director

Name:
Title:

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

Name: Leah Kahler-Read
Title: Grants Officer

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EXHIBIT A Project Summary

Funding will help the City of Fort Lupton develop a Parks and Trails Master Plan providing equitable access to outdoor recreation for its growing population. This project will involve extensive community outreach and engagement, including intentional efforts to engage underrepresented groups such as ethnic minorities, seniors, youth, and low-income residents. The planning process will leverage a Community Engagement Advisory Committee, a Youth Advisory Committee, and volunteers.

Additionally, Spanish first events will provide a welcoming space for resident input. The city's Parks and Recreation Department will collaborate with consultants to deliver a plan that reflects community needs and priorities. The plan will also promote health equity by improving access to safe recreational spaces and prioritizing the development of new parks and trails. Through this process, the city aims to set the foundation for long-term, sustainable development and outcomes for the Fort Lupton community.

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EXHIBIT B Resolution

RESOLUTION NO. 2024065

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING SUBMITTAL OF THE FULL APPLICATION FOR THE PLANNING AND CAPACITY GRANT WITH THE GREAT OUTDOORS COLORADO FOR THE PARKS AND TRAILS MASTER PLAN UPDATE AND AUTHORIZE THE MAYOR TO SIGN

WHEREAS, the Recreation Department submitted a concept letter to Great Outdoors Colorado (GOCO) on October 24, 2022; and

WHEREAS, GOCO awarded a full application on November 15, 2024, in the amount of \$140,000.00; and

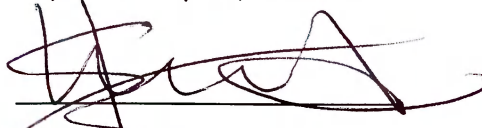
WHEREAS, a resolution in support of the project from the Fort Lupton City Council is a requirement of the GOCO grant; and

WHEREAS, if this resolution is approved, the application will be finalized and submitted to GOCO by December 16, 2024.

NOW THEREFORE BE IT RESOLVED that the City of Fort Lupton City Council hereby authorizes staff to submit the full application and authorizes the Mayor's signature on the application and any other necessary documents with Great Outdoors Colorado (GOCO) Planning and Capacity Grant for the amount of \$140,000.00 for updating the Parks and Trails Master Plan.

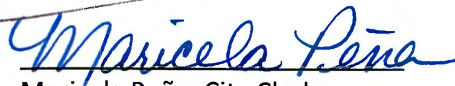
APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 3RD DAY OF DECEMBER 2024.

City of Fort Lupton, Colorado



Zo Hubbard, Mayor

Attest:

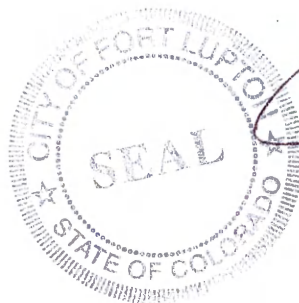


Maricela Peña, City Clerk

Approved as to form:



Andy Ausmus, City Attorney



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EXHIBIT C
Approved Budget

PROJECT BUDGET & DETAILS

APPLICATION SCOPE OF WORK

Source of Funds (CASH)	Date Secured	GOCO Funds	Matching Funds
GOCO		\$140,000.00	
City of Fort Lupton FY2025 Budget (General Fund) - approved by City Council 10/19/24	1/1/25		\$160,000.00
Source of Funds (IN-KIND)			
City operational budget (staff)	1/1/25		\$16,000.00
City operational budget (existing contract with consulting firm)	1/1/25		\$10,000.00
	<i>subtotal</i>	\$140,000.00	\$186,000.00
TOTAL SOURCE OF FUNDS			\$326,000.00

Use of Funds (CASH)	Description	GOCO Funds	Matching Funds	Total Funding
Category				
<i>Consultant</i>	Consultant to prepare Parks and Trails Master Plan: to include recommendations for on-going maintenance and operations; improvements including ADA elements to existing park properties. Conceptual site plans and renderings depicting future development and expansion opportunities. Viable funding alternatives tied to specific projects. Citizen engagement efforts to include stakeholder interviews, multiple public meetings, survey (both English and Spanish), interviews geared towards selected focus groups.	\$130,000.00	\$150,000.00	\$280,000.00
Category				
<i>Community Engagement #1</i>	Promotional items, billboard, giveaways	\$500.00	\$500.00	\$1,000.00
<i>For Example: Field of Honor</i>	Volunteers (4 x 4 hours @ \$15)	\$240.00		\$240.00
Category				
<i>Community Engagement #2</i>	Promotional items, billboard, giveaways, food	\$750.00	\$1,000.00	\$1,750.00
<i>For Example: Planners In the Park - Splash Park</i>	Volunteers (4 x 4 hours @ \$15)	\$240.00		\$240.00
Category				
<i>Community Engagement #3</i>	Booth with promotional items, billboard, giveaways	\$750.00	\$750.00	\$1,500.00
<i>For Example: America's Birthday Bash</i>	Volunteers (4 x 4 hours @ \$15)	\$240.00		\$240.00
Category				
<i>Community Engagement #4</i>	Promotional items, billboard, giveaways, food	\$1,000.00	\$1,000.00	\$2,000.00
<i>For Example: Planners In the Park - Movie Night</i>	Volunteers (4 x 4 hours @ \$15)	\$240.00		\$240.00
Category				
<i>Community Engagement #5</i>	Booth with promotional items, billboard, giveaways	\$750.00	\$750.00	\$1,500.00
<i>For Example: Trappers Day</i>	Volunteers (4 x 4 hours @ \$15)	\$240.00		\$240.00
<i>Community Celebration</i>				
Category				
<i>Community Engagement #6</i>	Promotional items, billboard, giveaways, food, entertainment	\$1,915.00	\$2,500.00	\$4,415.00
<i>For Example: Design Days</i>	Volunteers (4 x 4 hours @ \$15)	\$240.00		\$240.00
Category				
<i>Community Engagement #7</i>	Promotional items, billboard, giveaways, food, entertainment	\$1,915.00	\$2,500.00	\$4,415.00
<i>For Example: Design Days (in Spanish)</i>	Volunteers (4 x 4 hours @ \$15)	\$240.00		\$240.00
Category				
<i>Community Engagement #8</i>	Booth with promotional items, billboard, giveaways	\$500.00	\$1,000.00	\$1,500.00
<i>For Example: Pumpkin Fest</i>	Volunteers (4 x 4 hours @ \$15)	\$240.00		\$240.00
	<i>subtotal</i>	\$140,000.00	\$160,000.00	\$300,000.00

* The Total Use of Funds must equal the Total Source of Funds in the section above.

CASH OR IN-KIND		Description	Total Funding
Category			
			<i>subtotal</i> \$0.00

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SUBJECT FOR DISCUSSION

Approving Estimates and Payment of Invoices to BearCom for Patrol Vehicle Upfitting for an Amount Not to Exceed \$120,000, Allocated from the Police Department Capital Projects Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

As part of the budgeted vehicle purchases for 2025, BearCom is to provide vehicle upfitting for four new Chevy Tahoe police vehicles. The total estimated cost for upfit is \$114,714, three vehicles are estimated to cost 30,424.00 and one is estimated to cost 23,412.00. This estimate depends on customer provided equipment (such as vehicle radios, Axon Fleet Cameras, etc). The PD is expecting the actual upfit cost to be lower than the estimated cost.

FINANCIAL CONSIDERATIONS

Funding is included with the approved PD Capital Projects budget.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends approving the estimate and payment.

Attachments: a. BearCom estimates

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Customer: CITY OF FORT LUPTON
Purchase Order #:

Customer #: 1747990
Sales Rep: Brian Fields

Quote #: 2566
Delivery Due Date:

Ship-to Address:

CITY OF FORT LUPTON
130 S MCKINLEY AVE
FORT LUPTON, CO 80621-1343
United States

Bill-to Address:

CITY OF FORT LUPTON
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130 S MCKINLEY AVE
FORT LUPTON, CO 80621-1343
United States

Item	Item Description	Qty	Price	Total
2025 Vehicle Configurator				
HKN6169	MOT REMOTE MOUNT CABLE, 5M/17' MOTOROLA RADIO PREP	1	\$73	\$73
HKN6188	MOT CABLE, POWER AND SPEAKER MOTOROLA RADIO PREP	1	\$60	\$60
HKN6110	MOTOROLA 100WT CABLE MOTOROLA RADIO PREP	1	\$42	\$42
292-522	VISATON FRS8-4 3.3in. SPEAKERS FLUSH MOUNT OVERHEAD SPEAKER	1	\$23	\$23
292-526	VISATON GRILL FOR FRS8 SERIES	1	\$10	\$10
PCTCN7080	TES 760-870 1/4 WAVE ANTENNA MOTOROLA RADIO PREP ANTENNA	1	\$11	\$11
RFU-600-1	RFI MINI UHF MALE CRIMP CONN	1	\$3	\$3
930-120P-51S	TES QMA MALE CRIMP RG58,LMR195	1	\$13	\$13
NMOKHFUD	TES 0-6000MHZ,3/4 MOUNT MOTOROLA RADIO PREP COAX	1	\$18	\$18
ENGLMK001	BLUELINK-21+ TAHOE VEHICLE DATA INTERFACE	1	\$395	\$395
SC-1902	MOMENTARY PUSHBUTTON SWITCH HATCH LIGHTS BUTTON EMERGENCY MODE BUTTON	2	\$14	\$28
7160-0321	FP MOTOROLA XTL 5000/2500 CONT RADIO CONSOLE FACEPLATE	1	\$27	\$27
7160-0339	FP - Whelen CenCom Gold & Soun LIGHT/SIREN CONTROL CONSOLE FACEPLATE	1	\$27	\$27
3130-0152	TES G/J BLANK PANEL	1	\$6	\$6
7160-0597	MCS Accessory - 6" Short Inter CONSOLE POCKET NO LID	1	\$61	\$61
7160-0846	MCS - INTERNAL CUP HOLDER CONSOLE CUPHOLDERS	1	\$70	\$70
15082	Rocker Switch, Cigarette Knock CONSOLE FACEPLATE HOLDS 3 CIG AND 3 USB POWER PORTS COMES SOLID, KNOCKOUT WHAT'S NEEDED ONLY INSTALL ONE DUAL USB	1	\$18	\$18
3130-0153	TES G/J BLANK PANEL	1	\$6	\$6
C-USB-3	DUAL USB CHARGER C AND A INSTALL INTO KNOCKOUT OF FACEPLATE	1	\$87	\$87
17040	MAGNETIC MICR SYSTEM MAGNETIC MIC HOLDERS	2	\$42	\$84
01-00354	21 TAH DRIVER FRONT ANG ARM DRIVER FRONT DOOR BALLISTIC PANEL	1	\$1,122	\$1,122
01-00355	21 TAH PASS FRONT ANG ARM IIIA PASSENGER FRONT DOOR BALLISTIC PANEL	1	\$1,122	\$1,122
99-010-001	FLASH LIGHT MOUNT	1	\$23	\$23
75812	STINGER DS LED W/ DC	1	\$167	\$167



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Item	Item Description	Qty	Price	Total
	FLASHLIGHT			
TPA9289	TRN SETINA RADIO TRAY(NO LOCK)	1	\$355	\$355
	ELECTRONICS DRAWER MOUNTS UNDER CARGO VAULT			
911008-7	CONNECTOR TO CONNECTOR 7 FT EX	2	\$21	\$42
99-003-008	SINGLE MPOWER GRILLE TOP MOUNT	1	\$29	\$29
EMPS2STS4D	mPOWER Stud Mount Surface R/W	2	\$145	\$290
	GRILL LIGHTS			
EMPS2STS4E	MPOWER STUD MOUNT SURFACE B/W	2	\$145	\$290
	GRILL LIGHTS			
ETSS100J5	SOS 100W SIREN SPKR,5 YR WARAN	2	\$254	\$508
	SIREN SPEAKERS			
ETSSVBK07	21 TAHOE SIREN BRKT 10R2 SPKR	1	\$40	\$40
ENGSA07152	480 SIREN BLUEPRINT CNTRL, DUA	1	\$515	\$515
	DUAL SIREN AMP WITH POWER DISTRIBUTION			
ENGCP18001	EVCS Remote Control Panel	1	\$215	\$215
	BLUEPRINT TOUCHPAD			
INS	INSTALLATION	16.25	\$135	\$2,194
911220	2021 TAHOE MAIN HARNESS	1	\$950	\$950
99-004-004	90 FUSE HOLDER BRACKET	1	\$25	\$25
47211	GROUND STUD	1	\$7	\$7
6006B	Switch Battery M ON/OFF w/Knob	1	\$21	\$21
ENGCC01243	EVCS Central Controller v. 3	1	\$480	\$480
	BLUEPRINT MODULE			
PUVBBJ00	UNIVERSAL LIN BREAKOUT	1	\$112	\$112
PSLVBK03	SL RUNNER BRKT 21+ TAHOE	2	\$23	\$46
ENFWBFS-C06-2	21-22 TAHO F VISOR DUAL RW BW	1	\$1,200	\$1,200
	FULL WIDTH INTERIOR FRONT WINDSHIELD LIGHT RED/WHITE-BLUE/WHITE			
99-009-013	B-PILLAR HANDLE CLAMP	1	\$58	\$58
EMPS2STS5RBW	MPOWER TRI COLOR, 4IN. STUD MO	4	\$150	\$600
	B-POST LIGHTS			
	CARGO SIDE LIGHTS HIGH MOUNT			
PMP2WSSSB	4in. Window Shroud Kit - BLK	2	\$11	\$22
	CARGO SIDE LIGHTS SHROUD			
ENFWBRF-C06-2	21-22 TAHO R VISOR DUAL RA BA	1	\$1,200	\$1,200
	FULL WIDTH INTERIOR REAR WINDSHIELD LIGHT RED/AMBER-BLUE/AMBER			
EMPSG2STS4D	SOUNDOFF 4IN FASCIA R/W 3WR	2	\$132	\$264
	REAR LICENSE PLATE LIGHTS			
	REAR HATCH OPEN LIGHTS			
EMPSG2STS4E	SOUNDOFF 4IN FASCIA B/W 3WR	2	\$132	\$264
	REAR LICENSE PLATE LIGHTS			
	REAR HATCH OPEN LIGHTS			
DSR-2X	2 DIRECTIONAL RADAR	1	\$3,933	\$3,933
	FIXED MOUNT (**NOT HANDHELD II) STALKER RADAR KIT			



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Item	Item Description	Qty	Price	Total
155-2211-00	CABLE, REMOTE DISPLAY	1	\$90	\$90
ECVDMLTAL00	Universal LED Dome Light - 6in	2	\$80	\$160
	CABIN DOME LIGHT			
	CARGO DOME LIGHT MOUNT TO HATCH BOTTOM			
CA-0130	DARTA 18in. WHITE/RED LED MAP	1	\$90	\$90
	GOOSENECK MAPLIGHT			
99-005-021	21 CHEVY TAH FRNT RADAR DIS	1	\$50	\$50
99-005-022	21 CHEVY TAH REAR ANT HEAD MNT	1	\$81	\$81
FS2600	FLASH ALL BRAKE LIGHTS AGAINST	1	\$75	\$75
	BRAKE/REVERSE WIG WAG			
	WITH BLACKOUT FOR COVERT OPERATIONS			
911221	2021 TAHOE TAIL LIGHT HARNESS	1	\$275	\$275
911222	2021 TAHOE UNDERHOOD HARNESS	1	\$150	\$150
911225	2021 TAHOE REAR HATCH HARNESS	1	\$75	\$75
ENGND04102	REMOTE NODE W/ MAG ID	1	\$260	\$260
99-004-008	NODE MOUNT TAHOE 2020	1	\$30	\$30
SHOPSUPPLIES1	SHOPSUPPLIES1	1	\$200	\$200
TINT-6	WINDOW TINT, FRONT WINDOWS ONL	1	\$120	\$120
TINT-9-3	TINT WINDSHIELD STRIP 20PCT	1	\$125	\$125
SHIP	SHIPPING AND HANDLING	8	\$15	\$120
7170-0893-00	20+ TAH STANDARD WIDTH CONSOLE	1	\$869	\$869
	NO ARM REST			
	NO CIG PLUGS			
ESLRL61158	SL RUN 61IN RED/BLUE/WHITE	2	\$394	\$788
	RUNNING BOARD LIGHTS			
TK0841TAH21	CARGO BOX-DSE-BSN	1	\$1,875	\$1,875
	CARGO VAULT TOP DRAWER ELECTRONIC LOCK			
	BOTTOM NO LOCK			
MISC	MISC	1	\$283	\$283
	TF0507TAH21 FREESTANDING VAULT BRKT KIT			
INS	INSTALLATION	4	\$135	\$540
	INSTALLATION OF BALLISTIC PANELS			
CPE	CUSTOMER PROVIDED EQUIPMENT	1	\$0	\$0
	DUAL OEM SPOTLIGHTS ?			
	OEM FRONT WIG WAG			
	MOTOROLA RADIO			
	NO MDT			
	NO AXON			
	NO CRADLEPOINT			

This quote is valid until: Apr 17, 2025

Total: \$23,412

Notes: CHIEF TAHOE



Customer: CITY OF FORT LUPTON
Purchase Order #:

Customer #: 1747990
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This quote is based upon BearCom's standard terms of sales, rental and service, located at <https://bearcom.com/terms-of-sale>

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published, or redistributed without BearCom's written consent.

CUSTOMER SIGNATURE: _____ DATE: _____

Proposal

Quote Number: 672925
Quote Date: 2024-10-24
Branch: 20286

Printed On: 2025-03-18 14:05:48
Page: 1

Customer/Prospect Number - 1747990

CITY OF FORT LUPTON
130 S MCKINLEY AVE
FORT LUPTON CO 80621-1343

Ship To - 1747990

CITY OF FORT LUPTON
130 S MCKINLEY AVE
FORT LUPTON CO 80621-1343

Customer Contact:		Customer Email:	
Phone Number:	()	Delivery Instr:	

Quantity	Part Number	Unit Price	Extended Price
3	11010 SINGLE LIGHTER PLUG POWER CIG PLUG	5.00	15.00
3	11011 SINGLE LIGHTER PLUG CAP CIG PLUG	2.00	6.00
2	17040 MAGNETIC MICR SYSTEM	42.00	84.00
1	47211 GROUND STUD	7.00	7.00
1	75812 STINGER DS LED W/ DC	167.00	167.00
1	911067 CIG PLUG HARNESS	16.00	16.00
1	911068 Y ADAPTER	20.00	20.00
1	911069 480 CONSOLE EXTENSION	16.00	16.00
1	911204 CASPER'S CONSOLE HARNESS	65.00	65.00
1	911220 2021 TAHOE MAIN HARNESS	950.00	950.00
1	911221 2021 TAHOE TAIL LIGHT HARNESS	275.00	275.00
1	911223 2021 TAHOE UNDERHOOD HARNESS WITHOUT PUSH BUMPER	195.00	195.00
1	911225 2021 TAHOE REAR HATCH HARNESS	75.00	75.00
1	155-2211-00 CABLE, REMOTE DISPLAY	90.00	90.00
1	292-522 VISATON FRS8-4 3.3IN. SPEAKERS	23.00	23.00
1	292-526 VISATON GRILL FOR FRS8 SERIES	10.00	10.00
1	6006B SWITCH BATTERY M ON/OFF W/KNOB	21.00	21.00
1	911222-2 TAHOE UNDERHOOD RUNNING BOARD	110.00	110.00
1	99-003-008 SINGLE MPOWER GRILLE TOP MOUNT TAHOE 2021	50.00	50.00
1	99-004-004 90 FUSE HOLDER BRACKET	25.00	25.00
1	99-004-008 NODE MOUNT TAHOE 2020	30.00	30.00
1	99-005-021 21 CHEVY TAH FRNT RADAR DIS	50.00	50.00
1	99-010-001 FLASH LIGHT MOUNT	18.00	18.00
1	99-013-004 TRN SETINA RADIO TRAY(NO LOCK)	357.00	357.00
1	B00HUX9QD2	27.00	27.00

Quantity	Part Number	Unit Price	Extended Price
	AMA CAT6 CABLES 2PK 25FT 1 BLACK 1 BLUE SNAGLESS		
1	CPE GRAPPLER BUMPER		0.00
1	BU-353-S4 USB GPS RECEIVER, WATER RESIST ant	58.00	58.00
1	CA-0130 DARTA 18IN. WHITE/RED LED MAP	90.00	90.00
1	CPE OEM DUAL SPOTLIGHTS		0.00
1	CPE AXON FLEET 3		0.00
1	CPE LAPTOP DOCK WITH POWER SUPPLY		0.00
1	CPE MOTOROLA RADIO		0.00
1	CPE CRADLEPOINT WITH ANTENNA		0.00
1	DSR-2X 2 DIRECTIONAL RADAR	3,933.00	3,933.00
1	ECVDMTLAL00 UNIVERSAL LED DOME LIGHT - 6IN . Round, w/	80.00	80.00
1	EMPLBLS148-2 48IN. 10-16V MPOWER LED RWAB D UAL	3,068.00	3,068.00
2	EMPS2STS4D MPOWER STUD MOUNT SURFACE R/W	132.00	264.00
2	EMPS2STS4E MPOWER STUD MOUNT SURFACE B/W	132.00	264.00
2	EMPS2STS5RBW MPOWER TRI COLOR, 4IN. STUD MO UNT, RBW	150.00	300.00
2	EMPSCG2STS4D SOUNDOFF 4IN FASCIA R/W 3WR MPOWER STUD MOUNT	132.00	264.00
2	EMPSCG2STS4E SOUNDOFF 4IN FASCIA B/W 3WR MPOWER STUD MOUNT	132.00	264.00
1	ENGCC01243 EVCS CENTRAL CONTROLLER V. 3	480.00	480.00
1	ENGCP18001 EVCS REMOTE CONTROL PANEL	215.00	215.00
1	ENGLMK001 BLUELINK-21+ TAHOE	395.00	395.00
1	ENGND04102 REMOTE NODE W/ MAG ID NEW NO GND STUD	260.00	260.00
1	ENGND20001 EVCS BREAKOUT BOX/ INPUT NODE	108.00	108.00
1	ENGSA07152 480 SIREN BLUEPRINT CNTRL, DUA L TONE	515.00	515.00
1	ENT3B3D DUAL COLOR INTERSECTOR, SURFAC E MNT, R/W	230.00	230.00
1	ENT3B3E DUAL COLOR INTERSECTOR, SURFAC E MNT, B/W	230.00	230.00
2	ESLRL61158 SL RUN 61IN RED/BLUE/WHITE 5 MODULE BLUEPRINT	394.00	788.00
2	ETSS100J5 SOS 100W SIREN SPKR, 5 YR WARAN 5 YR WARRANTY	254.00	508.00
1	ETSSVBK07 21 TAHOE SIREN BRKT 10R2 SPKR	40.00	40.00
1	FS2600 FLASH ALL BRAKE LIGHTS AGAINST	75.00	75.00
1	HKN4192 MOT SPECTRA 20FT PWR CABLE 20A	40.00	40.00
1	HKN6188 MOT CABLE, POWER AND SPEAKER	60.00	60.00
1	IBR57 DUAL USB CHARGER	50.00	50.00
18	ILABOR	135.00	2,430.00

Quantity	Part Number	Unit Price	Extended Price
	INSTALL LABOR		
1	M09400RCL RED LED MINI MARKER LIGHT, CLEAR Lens	10.00	10.00
1	M24020 USB TYPE-A EXTENSION CABLE 6 Feet	5.00	5.00
1	NMOKHFUD TES 0-6000MHZ, 3/4 MOUNT 436486	18.00	18.00
1	PCTCN7080 TES 760-870 1/4 WAVE ANTENNA 319012	11.00	11.00
1	PK0316TAH212ND 12VS 2ND CTD POLY 21 TAHOE	594.00	594.00
1	PMP2BKUMB5-D 21 TAH DRIVER MIRROR BRKT	30.00	30.00
1	PMP2BKUMB5-P 21 TAH PASS MIRROR BRKT	30.00	30.00
2	PMP2WSSSB 4IN. WINDOW SHROUD KIT - BLK	11.00	22.00
1	PNFLBF38 2021 TAH SOUNDOFF LB HOOK KIT	80.00	80.00
1	PUVBBJ00 UNIVERSAL LIN BREAKOUT BOX ASSY AKA PMPLBJ00	112.00	112.00
1	QK1374TAH21 FULL REPL SEAT CPSB 12VS CARGO CAGE REQUIRED	1,062.00	1,062.00
1	REMOVAL EQUIPMENT REMOVAL	1,100.00	1,100.00
1	RFU-600-1 RFI MINI UHF MALE CRIMP CONN 61600	3.00	3.00
3	SC-1902 MOMENTARY PUSHBUTTON SWITCH	10.00	30.00
2	SC-6_HXL ELECTRIC W/HANDCUFF KEY, EXTRA LARGE	216.00	432.00
1	TINT-6 WINDOW TINT, FRONT WINDOWS ONLY	120.00	120.00
1	TK0841TAH21 CARGO BOX-DSE-BSN W/ANCHOR POINTS	1,875.00	1,875.00
1	WEI-009 FRAME W/ PLATES TO MNT HANDCUFF WEI-004-NL	250.00	250.00
1	WK0595TAH21 WINDOW BARRIER VS POLY	329.00	329.00
1	MISC PK1152TAH21 FULL CAGE W/ SCR	1,024.00	1,024.00
3	EMPSCG2STS4K SO 4" MPOWER 3-WIRE DUAL STUD MNT, RA	132.00	396.00
3	EMPSCG2STS4M SO 4" MPOWER 3-WIRE DUAL STUD MNT, BA	132.00	396.00
1	PMP2RS304 21+ TAHOE SPOILER MOUNT 3 PAIR 3 LIGHTS/SIDE ON WING EXTERIOR	81.00	81.00
1	01-00354 21 TAH DRIVER FRONT ANG ARM IIIA	1,122.00	1,122.00
1	01-00355 21 TAH PASS FRONT ANG ARM IIIA	1,122.00	1,122.00
4	ILABOR INSTALL ANGEL ARMOR	135.00	540.00
1	MISC C-VSX-1800-TAH-PM	852.00	852.00
1	MISC C-ARM-1001	264.00	264.00
1	CUP2-1004 DUAL CUP SELF ADJUSTING	54.00	54.00
1	MISC C-HDM-224	155.00	155.00
1	C-MD-119 TES 11" SLIDE OUT W/ADPTR	305.00	305.00

Quantity	Part Number	Unit Price	Extended Price
	593138		
1	MISC C-EBX-SO-1	27.00	27.00
1	C-EB25-XTL-1P TES HAVIS EQUIPMENT MOUNT BRKT 605107 MOT XTL2500, APX7500	27.00	27.00
1	C-APW-0744-1 7IN POCKET 4.4 DEEP 3.3WIDE	25.00	25.00
1	C-FPW-3 3-IN WIDE BODY FILLER 3.3-IN	10.00	10.00
1	MISC C-FPW-2	10.00	10.00
1	CPE BROTHER PRINTER WITH WIRES		0.00

Quote valid until:	2024-11-24	Confidential and Proprietary	Sub Total	30,234.00	
X Customer Signature			Shipping and Handling	200.00	Estimate
			Tax	TBD	
			Total	30,434.00	

BRIAN FIELDS
Upfit Account Executive
Brian.Fields@BearCom.com

EVANS (WAC) Branch Office: 970-330-9415
FAX: 970-330-3632



SUBJECT FOR DISCUSSION

Approving a Resolution of the City Council of Fort Lupton Authorizing the Submittal of an Energy/Mineral Impact Assistance Fund (EIAF) Grant with the Colorado Department of Local Affairs (DOLA) for Fort Lupton Water Strategy Plan for a Project Cost Estimate of \$444,444.00.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

As a requirement of the Colorado DOLA's grant application for EIAF 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 Water Strategy Plan Project, City Council must approve a resolution officially authorizing the submission of said application. The estimated total amount of the project is \$444,444.00. Of this amount, the City will commit to a fifty-five percent match of \$244,444.00 of which was budgeted as matching funds for the USBR grant submittal.

FINANCIAL CONSIDERATIONS

The 2025 budget included \$400,000.00 for the USBR grant for the Water Strategy Plan. The City contracted with Civil Resources for Lagoon design and construction management for \$104,367 from this fund. The remaining balance of budgeted funds is \$295,633.

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 EIAF Tier I 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 AN ENERGY/MINERAL IMPACT ASSISTANCE FUND GRANT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR FORT LUPTON WATER STRATEGY PLAN PROJECT FOR AN AMOUNT OF \$200,000.00.

WHEREAS, the City of Fort Lupton's Water Supply is in need of planning effort to determine required improvements to meet system technical requirements; and

WHEREAS, these types of projects qualify for the submission of an Energy/Mineral Impact Assistance Fund Grant application; and

WHEREAS, the City has committed to a fifty-five percent monetary match of \$244,444.00.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council has determined that the Water Strategy Plan project is needed to add resiliency and conservation of the City's water supply and has directed staff to apply for the Energy/Mineral Impact Assistance Fund Tier I 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 1st DAY OF APRIL, 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Water Strategy Plan

USBR Grant not awarded

Budgeted \$400,000 match funds

Nonpotable system modeling

DOLA Matching - \$200,000

Drought Plan

Renewable Energy

Public Outreach

Water Rights

Design Lagoon Storage @ WWTP

Civil Resources - \$85,367 Slurry Wall CM

- \$19,000 50% Lagoon Design

100% Design / CM - \$120,000 (in 2026)

Budget:

\$ 150,000

Non-potable Master Plan

- System Hydraulic Model
- Water Resources / Requirements / Storage Evaluation
- Historic Irrigation / Future Projection
- System Needs – Projects / Estimates

\$ 50,000

Renewable Energy Options/Opportunities

\$ 100,000

Drought Plan

\$ 94,444

Water Conservation Plan Update

\$ 50,000

Community Outreach

Funding:

\$ 200,000

DOLA

\$ 244,444

City Match