CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, June 3, 2025
6:00 PM
130 South McKinley Avenue

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. June 03, 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. May 20, 2025 City Council Meeting Minutes

b. Second Reading of Ordinance 2025-1186 Accepting an Annexation Known as the 1.21 Annexation Nos. 1-7

c. Second Reading of Ordinance 2025-1187 Initially Zoning Land Known as the 1.21 Initial Zoning, to the ‘I-1’ Light Industrial Zone District

d. Approving Resolution 2025R031 Approving an Economic Incentive Via a Rebate of Personal Property Tax to Charm Industrial, Inc.

e. AM 2025-072 Accepting a Proposal from Gerardo Concrete Company for the Concrete Work of the Pickleball Court Project at Railroad Park for an Amount Not to Exceed $47,391.00 to be Paid from the Conservation Trust Capital Projects Account

f. AM 2025-074 Reject All Bids Received for the City Hall / Police Station Landscape Renovation Project

g. AM 2025-075 Approving a Resolution Assigning the Subdivision Improvements Agreement (“SIA) for the Cottonwood Greens PUD Filing No. 4 to LGI Homes Colorado, LLC (“LGI”)

Action Memorandum

a. AM 2025-071 Approve Purchase of 2026 HV515 SFA International Dump Truck From McCandless Truck Center LLC for an Amount Not to Exceed $346,415.89 from the Public Works Streets General Fund

b. AM 2025-073 Award the 2025 Asphalt & Concrete Project to Top Notch Pavement Solutions for an Amount Not to Exceed $350,000.00, Allocated from the 2025 Street Sales Tax Fund.

c. AM 2025-076 Approving the Mayor's Signature for a Deed of Perpetual Easement for a Waterline Located at Lot 3 of the Villano Minor Subdivision

Staff Reports

Mayor/Council Reports

Future City Events

a. June 4, 2025 Coffee with a Cop, Fort Lupton Recreation Center, 203 S. Harrison Ave., 8:00 a.m. - 9 a.m.
June 14, 2025 Summer Sizzle 5K, Fort Lupton Recreation Center, 203 S. Harrison Ave. 8:00 a.m.
June 14, 2025 Splash to the Movies, Fort Lupton Recreation Center, 203 S. Harrison Ave. 7:00 p.m.
July 4, 2025 Independence Day Celebration, Fort Lupton Recreation Center, 203 S. Harrison Ave., 3 p.m. - 7 p.m.
July 11 & 12, 2025 Citywide Garage Sales
July 19, 2025 Glow up the Splash Park, Fort Lupton Recreation Center, 203 S. Harrison Ave., 8:30 p.m. - 10:00 p.m.

Upcoming Meetings

a. June 10, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
June 17, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m
June 24, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
July 1, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 05/21/2025 - 06/03/2025

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
000028	ACUSHNET COMPANY		05/27/2025	Regular	0.00	263.76	104817
920551769	Invoice	05/09/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	263.76	
000030	ADAMS COUNTY SHERIFF		05/27/2025	Regular	0.00	700.00	104818
559089	Invoice	05/14/2025	GF-DRIVE TRACK TRAINING-PD		0.00	700.00	
000031	ADAMSON POLICE PRODUCTS		05/27/2025	Regular	0.00	879.76	104819
INV433820	Invoice	05/06/2025	GF-UNIFORMS FOR SANDOVAL-PD		0.00	107.91	
INV433915	Invoice	05/07/2025	GF-UNIFORMS FOR GALLEGOS-PD		0.00	125.98	
INV434011	Invoice	05/08/2025	GF-UNIFORMS FOR SANDOVAL-PD		0.00	65.65	
INV434242	Invoice	05/13/2025	GF-UNIFORMS FOR INMAN-PD		0.00	296.85	
INV434264	Invoice	05/13/2025	GF-UNIFORMS FOR PALISSA-CODE		0.00	283.37	
000040	AFLAC		05/27/2025	Regular	0.00	2,150.82	104820
050831	Invoice	05/01/2025	GF-SUPPLEMENTAL INS FOR MAY 2025-HR		0.00	2,150.82	
002941	AMERITAS LIFE INSURANCE CORP		05/27/2025	Regular	0.00	9,642.64	104821
010-57637-01 D...	Invoice	06/01/2025	GF-DENTAL INS FOR JUNE 2025-HR		0.00	8,627.08	
010-57637-02 VIS...	Invoice	06/01/2025	GF-VISION INS FOR JUNE 2025-HR		0.00	1,015.56	
003853	BAESSLER DEVELOPMENT LLC		05/27/2025	Regular	0.00	2,667.47	104822
052025	Invoice	05/20/2025	GF-REFUND DEVELOPER DEPOSIT-		0.00	2,667.47	
000160	BREAKTHRU BEVERAGE COLORADO		05/27/2025	Regular	0.00	1,361.75	104823
121470052	Invoice	05/15/2025	GOLF-BEVERAGES-PRO SHOP		0.00	1,277.75	
121470053	Invoice	05/15/2025	GOLF-BEVERAGES-PRO SHOP		0.00	84.00	
002300	CASSIE FRANCONE		05/27/2025	Regular	0.00	649.89	104824
052025	Invoice	05/20/2025	GF-REIMBURSE FOR TRAVEL EXP FOR PAY...		0.00	649.89	
003810	CMC DESIGN LLC		05/27/2025	Regular	0.00	200.00	104825
CMC126555	Invoice	05/15/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	200.00	
002651	COLORADO COMMUNITY MEDIA		05/27/2025	Regular	0.00	680.40	104826
136528	Invoice	05/16/2025	GF-LEGAL/PUBLIC NOTICES-		0.00	680.40	
000307	COMCAST CABLE COMM, LLC		05/27/2025	Regular	0.00	212.89	104827
0120790 MAY25	Invoice	05/06/2025	GOLF-MAY 2025 INTERNET SERVICE-PRO ...		0.00	212.89	
001517	CORE&MAIN LP		05/27/2025	Regular	0.00	413.77	104828
W575925	Invoice	05/06/2025	UF-PARTS-W LINES		0.00	92.08	
W842946	Invoice	05/06/2025	UF-VALVE KEY EXTENTION, REED-W LINES		0.00	372.98	
W940353	Credit Memo	05/08/2025	UF-CREDIT FOR RETURN, VALVE KEY EXTE...		0.00	-51.29	
000372	DELL MARKETING LP		05/27/2025	Regular	0.00	72.48	104829
10815822335	Invoice	05/20/2025	Dell desk mounts		0.00	72.48	
003559	DRAKE DUO PRINTS LTD		05/27/2025	Regular	0.00	240.20	104830
1247	Invoice	05/19/2025	CPR-CHEER CAMP SHIRTS-ATH		0.00	240.20	
003312	DVL GROUP, INC.		05/27/2025	Regular	0.00	6,380.00	104831
IN00016002	Invoice	05/21/2025	Annual Maintenance AC units in Server		0.00	6,380.00	
000445	EWING IRRIGATION PRODUCTS INC		05/27/2025	Regular	0.00	2,193.35	104832
25969636	Invoice	05/12/2025	CEM-COLORADO ROSE 3/4 TON-CEMETERY		0.00	653.39	
25980084	Invoice	05/12/2025	CEM-COLORADO ROSE 3/4 TON-CEMETERY		0.00	757.46	
25987649	Invoice	05/13/2025	CEM-COLORADO ROSE 3/4 TON-CEMETERY		0.00	782.50	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
003687	EXTREME CARE LLC		05/27/2025	Regular	0.00	325.00	104833
34248	Invoice	05/01/2025	REC-TREADMILL REPAIR		0.00	325.00	
003759	FARO TECHNOLOGIES, INC		05/27/2025	Regular	0.00	2,175.00	104834
91854118	Invoice	05/15/2025	FARO ACCIDENT RECONSTRUCTION SOFT...		0.00	2,175.00	
000546	GREEN MILL SPORTSMAN'S CLUB		05/27/2025	Regular	0.00	150.00	104835
126	Invoice	05/05/2025	GF-OFFICER TRAINING/QUALIFYING-PD		0.00	150.00	
000567	HIGH COUNTRY BEVERAGE CORP		05/27/2025	Regular	0.00	602.50	104836
W-7099474	Invoice	05/19/2025	GOLF-BEVERAGES-PRO SHOP		0.00	602.50	
003604	H-S ELECTRIC LLC		05/27/2025	Regular	0.00	675.00	104837
3533	Invoice	05/02/2025	GF-REPAIRS PARKS		0.00	675.00	
001851	IMA, INC		05/27/2025	Regular	0.00	3,821.00	104838
447050A	Invoice	05/01/2025	GF-2025 CYBER INSURANCE PREMIUM-MI...		0.00	3,821.00	
000657	JOHN ELWAY CHEVROLET		05/27/2025	Regular	0.00	216,120.00	104839
DEAL #299830	Invoice	05/21/2025	GF- 4 Chevrolet Tahoes-PD		0.00	54,030.00	
DEAL#299831	Invoice	05/21/2025	GF- 4 Chevrolet Tahoes-PD		0.00	54,030.00	
DEAL#299832	Invoice	05/21/2025	GF- 4 Chevrolet Tahoes-PD		0.00	54,030.00	
DEAL#299894	Invoice	05/21/2025	GF- 4 Chevrolet Tahoes-PD		0.00	54,030.00	
002977	JOSEPH ELLIOTT USA LLC		05/27/2025	Regular	0.00	2,217.78	104840
32032	Invoice	05/02/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	1,140.89	
32114	Invoice	05/02/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	1,076.89	
003525	LERCH BATES INC		05/27/2025	Regular	0.00	5,700.00	104841
0058494	Invoice	05/07/2025	Rec- Air Barrier Performance Testing-Rec		0.00	5,700.00	
000729	LINDA KUDRNA		05/27/2025	Regular	0.00	348.01	104842
052025	Invoice	05/20/2025	CPR-REIMBURSE TICKETS PURCHASED PER...		0.00	348.01	
003311	LINKSOUL, LLC		05/27/2025	Regular	0.00	597.53	104843
390487	Invoice	05/18/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	353.33	
390488	Invoice	05/18/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	244.20	
003741	MEMBERSPORTS INC		05/27/2025	Regular	0.00	750.00	104844
MS-3674-18003	Invoice	05/15/2025	GOLF-MONTHLY SUBSCRIPTION FOR JUNE...		0.00	750.00	
003780	MINT GREEN GROUP USA		05/27/2025	Regular	0.00	376.98	104845
INV672982	Invoice	05/14/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	376.98	
000865	OFFICE DEPOT		05/27/2025	Regular	0.00	110.33	104846
419603708001	Invoice	05/05/2025	GF-ENVELOPES, PLATES-		0.00	110.33	
001518	PETS EMERGENCY HOSPITAL		05/27/2025	Regular	0.00	650.00	104847
523787	Invoice	05/12/2025	GF-EXAMINATION-CODE		0.00	650.00	
000916	PRAIRIE MOUNTAIN MEDIA		05/27/2025	Regular	0.00	1,193.28	104848
0000417201	Invoice	05/01/2025	GF-PUBLIC HEARING NOTICE-DEV DEP		0.00	1,193.28	
002493	QUADIENT LEASING USA INC		05/27/2025	Regular	0.00	380.46	104849
q1858628	Invoice	05/14/2025	GF-QUARTERLY LEASE JUNE 15-SEPT 14, 2...		0.00	380.46	
000991	SCNS SPORTS FOODS INC		05/27/2025	Regular	0.00	94.40	104850
227229	Invoice	05/13/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP		0.00	94.40	
001022	SOUTHERN GLAZER'S OF CO		05/27/2025	Regular	0.00	568.29	104851
3751946	Invoice	05/21/2025	GOLF-BEVERAGES-PRO SHOP		0.00	41.00	
3751947	Invoice	05/21/2025	GOLF-BEVERAGES-PRO SHOP		0.00	527.29	
001040	STERICYCLE		05/27/2025	Regular	0.00	112.35	104852
8010159854	Invoice	05/01/2025	GF-SHREDDING SERVICE FOR PLANNING D...		0.00	37.45	
8010465667	Invoice	05/01/2025	GF-SHREDDING SERVICE FOR PLANNING-C...		0.00	37.45	

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8010774767	Invoice	05/10/2025	GF-SHREDDING SERVICE @ PLANNING-CIT...		0.00	37.45	
001052	SWIRE COCA-COLA, USA		05/27/2025	Regular	0.00	656.75	104853
47007136019	Invoice	05/16/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP		0.00	656.75	
002967	SYNERGETIC STAFFING LLC		05/27/2025	Regular	0.00	1,373.54	104854
21012090	Invoice	05/19/2025	GF-TEMP WAGES FOR MAY 12-16, 2025-F...		0.00	1,373.54	
003487	TERRIE HERNANDEZ		05/27/2025	Regular	0.00	111.18	104855
051925	Invoice	05/19/2025	GF-MEAL REIMBURSEMENT FOR PAYROLL...		0.00	111.18	
003125	THE AEGIS LIFE AND FIRE SAFETY COMPANY		05/27/2025	Regular	0.00	1,023.00	104856
INV15895	Invoice	05/01/2025	GF-SPRINKLER/FIRE INSPECTION-FAC		0.00	341.00	
INV15896	Invoice	05/01/2025	CPR-FIRE SPRINKLER INSPECTION-COMM ...		0.00	341.00	
INV15897	Invoice	05/01/2025	REC-FIRE SPRINKLER INSPECTION-REC CEN...		0.00	341.00	
001894	UMB BANK, N.A.		05/27/2025	Regular	0.00	400.00	104857
1010633	Invoice	05/14/2025	UF-2025 BOND ADMIN FEES-ADMIN		0.00	400.00	
001137	UNITED POWER		05/27/2025	Regular	0.00	198.89	104858
10213507 APR25	Invoice	05/01/2025	GF-ELECTRIC SERVICE FOR APRIL 2025-FAC		0.00	198.89	
001199	WELD COUNTY PUBLIC SAFETY IT		05/27/2025	Regular	0.00	600.62	104859
FORTLUPTONPD-...	Invoice	05/01/2025	GF-NET MOTION LICENSES-PD		0.00	465.00	
FORTLUPTONPD...	Invoice	05/01/2025	GF-RSA TOKENS FOR J VASQUEZ-PD		0.00	135.62	
003612	JOHNSON MARK LLC		05/30/2025	Regular	0.00	451.42	104860
INV0001764	Invoice	05/30/2025	Brian Oswalt-Case #2024C042153		0.00	451.42	
001732	NELSON & KENNARD, ATTORNEYS AT LAW		05/30/2025	Regular	0.00	375.59	104861
INV0001765	Invoice	05/30/2025	MARIA MUNOZ - CASE #2024C030381		0.00	375.59	
002254	ADIDAS AMERICA INC		06/03/2025	Regular	0.00	843.60	104862
6163324136	Invoice	05/12/2025	GF-WELLNESS BENEFITS-HR		0.00	114.30	
6163331557	Invoice	05/14/2025	GF-WELLNESS BENEFITS-HR		0.00	402.30	
6163331558	Invoice	05/14/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	183.00	
6163346542	Invoice	05/16/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	42.00	
6163375352	Invoice	05/22/2025	GF-WELLNESS BENEFITS-HR		0.00	102.00	
000044	AGFINITY INC		06/03/2025	Regular	0.00	4,327.53	104863
H85942	Invoice	05/01/2025	GOLF-CHEMICALS-MAINT		0.00	225.00	
H87306	Invoice	05/19/2025	GOLF-SULFATE OF POTASH-MAINT		0.00	604.00	
i84955	Invoice	05/23/2025	GOLF-UNLEADED GASOHOL-MAINT		0.00	2,408.84	
I84956	Invoice	05/23/2025	GOLF-FIELDMASTER DYED DIESEL-MAINT		0.00	1,072.83	
I84957	Invoice	05/23/2025	GOLF-FIELDMASTER DYED DIESEL-MAINT		0.00	16.86	
003858	ANNE MARTINEZ		06/03/2025	Regular	0.00	300.00	104864
2007739.001	Invoice	05/21/2025	REC-PRO RATED CLEANUP REFUND-		0.00	300.00	
003857	BETTY HERNANDEZ		06/03/2025	Regular	0.00	30.00	104865
2007742.001	Invoice	05/22/2025	REC-SOCCER REFUND-		0.00	30.00	
003766	BIG WILLY MEAT COMPANY		06/03/2025	Regular	0.00	106.40	104866
0000578	Invoice	05/22/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP		0.00	106.40	
003672	BLUDOT TECHNOLOGIES INC.		06/03/2025	Regular	0.00	11,264.00	104867
BCE0FAD3-0002	Invoice	05/22/2025	Bludot Open Rewards		0.00	11,264.00	
000183	CALLAWAY GOLF SALES COMPANY		06/03/2025	Regular	0.00	4,876.21	104868
051025	Invoice	05/10/2025	GOLF-FINANCE CHARGES FOR LATE INVOI...		0.00	9.00	
937642341	Invoice	05/01/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	367.21	
939595105	Invoice	05/01/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	4,500.00	
002000	CIT GROUP/COMMERCIAL SERVICES		06/03/2025	Regular	0.00	266.46	104869
71088243	Invoice	05/01/2025	GF-UNIFORMS-PW SHOP		0.00	266.46	

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000239	CITY OF FORT LUPTON		06/03/2025	Regular	0.00	200.00	104870
CIT#133421-1A	Invoice	05/22/2025	GF-RESTITUTION PAYMENT-		0.00	200.00	
003401	CLUB PROPHET SOFTWARE, LLC		06/03/2025	Regular	0.00	150.00	104871
INV3148163	Invoice	05/20/2025	GOLF-MONTHLY LICENSE FEE MAY 21-JUN...		0.00	150.00	
003810	CMC DESIGN LLC		06/03/2025	Regular	0.00	241.86	104872
CMC127139	Invoice	05/21/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	241.86	
000267	COLONIAL LIFE		06/03/2025	Regular	0.00	105.96	104873
78168200601975	Invoice	06/01/2025	GF-SUPPLEMENTAL INS FOR JUNE 2025-HR		0.00	105.96	
000273	COLORADO BACKFLOW TESTING & REPAIR		06/03/2025	Regular	0.00	2,640.00	104874
8402	Invoice	05/27/2025	GF-CERTIFICAITON TEST OF BACKFLOW-		0.00	2,640.00	
003740	COLORADO PORTABLES LLC		06/03/2025	Regular	0.00	970.00	104875
I31217	Invoice	05/18/2025	CPR-PORTABLE TOILETS, WEEKEND CLEAN...		0.00	250.00	
I31475	Invoice	05/22/2025	CEM-PORTABLE TOILET SERVICES-CEMETE...		0.00	200.00	
I31476	Invoice	05/22/2025	GF-PORTABLE TOILET SERVICES-PARKS		0.00	120.00	
I31554	Invoice	05/23/2025	CEM-PORTABLE TOILET SERVICES-CEMETE...		0.00	400.00	
003229	COLORADO TRANSMISSION & DIESEL SPECIALIS		06/03/2025	Regular	0.00	3,369.47	104876
6436	Invoice	05/28/2025	GF-TRANSMISSION REPAIRS TO GMC 3500...		0.00	3,369.47	
000306	COMCAST BUSINESS		06/03/2025	Regular	0.00	2,653.00	104877
241186825	Invoice	05/01/2025	Comcast Phones		0.00	2,653.00	
000307	COMCAST CABLE COMM, LLC		06/03/2025	Regular	0.00	516.27	104878
0025494 JUNE2...	Invoice	06/01/2025	GF-JUNE 2025 CABLE SERVICE-PRO SHOP		0.00	48.40	
0164533 JUNE25	Invoice	06/01/2025	GF-INTERNET/PHONE SERV JUNE 2025-PW...		0.00	220.02	
0215335 MAY 20...	Invoice	05/15/2025	GF-INTERNET SERV (VET OFFICE) MAY 202...		0.00	247.85	
003785	COMMERCIAL KEY SECURITY, INC		06/03/2025	Regular	0.00	136.85	104879
40653	Invoice	05/01/2025	REC-PARTS/SUPPLIES-REC CENTER		0.00	136.85	
003559	DRAKE DUO PRINTS LTD		06/03/2025	Regular	0.00	956.20	104880
1242	Invoice	05/07/2025	REC-CAMP T-SHIRTS-REC CENTER		0.00	551.00	
1252	Invoice	05/23/2025	GF-VOLLEYBALL CAMP SHIRTS-ATHL		0.00	201.10	
1253	Invoice	05/23/2025	GF-FOOTBALL CAMP SHIRTS-ATHL		0.00	204.10	
003631	EVERON, LLC		06/03/2025	Regular	0.00	164.37	104881
50576495 JUNE25	Invoice	06/01/2025	GF/REC-ALARM, SECURITY SERVICES FOR ...		0.00	164.37	
000445	EWING IRRIGATION PRODUCTS INC		06/03/2025	Regular	0.00	100.94	104882
25744716	Invoice	05/01/2025	GF-3/4 GOLD RIVER ROCK, TON-PARKS		0.00	100.94	
002169	GH PHIPPS CONSTRUCTION COMPANIES		06/03/2025	Regular	0.00	104,347.00	104883
CITY HALL 3	Invoice	05/28/2025	Pre Construction fee		0.00	4,347.00	
CITY HALL 3A	Invoice	05/22/2025	GF-CITY HALL DESIGN-MISC		0.00	100,000.00	
000567	HIGH COUNTRY BEVERAGE CORP		06/03/2025	Regular	0.00	1,617.45	104884
W-7105526	Invoice	05/27/2025	GOLF-BEVERAGES-PRO SHOP		0.00	1,483.05	
W-7106324	Invoice	05/27/2025	GOLF-BEVERAGES-PRO SHOP		0.00	134.40	
000588	ID EDGE INC		06/03/2025	Regular	0.00	528.00	104885
104678	Invoice	05/15/2025	REC-CARD PRINTER RIBBONS-REC CENTER		0.00	528.00	
000640	JEANELLE ANDERSEN		06/03/2025	Regular	0.00	79.80	104886
052725	Invoice	05/27/2025	GF-MILEAGE REIMBURSEMENT-COURT		0.00	79.80	
000735	LL JOHNSON DISTRIBUTING		06/03/2025	Regular	0.00	786.01	104887
1164604-00	Invoice	05/01/2025	GF-PARTS/SUPPLIES-PARKS		0.00	786.01	
003276	MATTHEW KNIGHT		06/03/2025	Regular	0.00	68.60	104888
052225	Invoice	05/22/2025	GF-MILEAGE REIMBURSEMENT TO/FROM ...		0.00	68.60	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
003855	NOCO SOD, LLC		06/03/2025	Regular	0.00	22,967.50	104889
2091	Invoice	05/21/2025	Sod Installation on #5		0.00	22,967.50	
003044	PEAK FORM, LLC		06/03/2025	Regular	0.00	1,452.00	104890
5578K25213	Invoice	05/01/2025	GF-RAPID PANELS, DOT CERT,-		0.00	1,452.00	
003545	POINT AND PAY, LLC		06/03/2025	Regular	0.00	50.00	104891
052725	Invoice	05/27/2025	GF-MONTHLY FEE FOR APRIL 2025-PLANN...		0.00	50.00	
003467	SCHILZ MARTIAL ARTS & KICKBOXING		06/03/2025	Regular	0.00	71.40	104892
MAY 2025 MART...	Invoice	05/23/2025	REC-MAY 2025 MARTIAL ARTS-REC CENTER		0.00	71.40	
003498	SEKICH ELECTRIC LLC		06/03/2025	Regular	0.00	950.00	104893
008	Invoice	05/24/2025	CPR-ELECTRICAL SERVICES-COM CENTER		0.00	950.00	
001035	STANDARD INSURANCE CO.		06/03/2025	Regular	0.00	5,625.94	104894
00 759761 0001 ...	Invoice	06/01/2025	LI, AD&D, LTD, STD Ins Prem		0.00	5,625.94	
001040	STERICYCLE		06/03/2025	Regular	0.00	42.75	104895
8010931074	Invoice	05/25/2025	GF-PAPER SHREDDING BINS CITY HALL-CIT...		0.00	42.75	
003297	SWEET PEA CLEANING, LLC		06/03/2025	Regular	0.00	1,925.00	104896
9330	Invoice	05/02/2025	REC-MAY LOCKER ROOM CLEANING-REC C...		0.00	1,925.00	
002694	SYMMETRY ENERGY SOLUTIONS LLC		06/03/2025	Regular	0.00	2,673.75	104897
20161074	Invoice	05/23/2025	REC-NATURAL GAS SERVICE FOR APRIL 20...		0.00	2,673.75	
002967	SYNERGETIC STAFFING LLC		06/03/2025	Regular	0.00	1,341.91	104898
21012097	Invoice	05/27/2025	GF-TEMP WAGES FOR MAY 19-23, 2025-F...		0.00	1,341.91	
001075	THE CONSOLIDATED MUTUAL		06/03/2025	Regular	0.00	231.50	104899
052225A	Invoice	05/22/2025	UF-APRIL 25 PERRY PIT DISCHARGE PUMP...		0.00	87.89	
052225B	Invoice	05/22/2025	UF-APRIL 2025 WELL PUMP B-W STOR		0.00	108.81	
052225C	Invoice	05/22/2025	UF-APRIL 2025 WELL PUMP C-W STOR		0.00	34.80	
001105	TOSHIBA FINANCIAL SERVICES		06/03/2025	Regular	0.00	3,902.84	104900
556054278	Invoice	06/01/2025	Copier Lease		0.00	334.49	
556143642	Invoice	06/01/2025	Copier Lease		0.00	3,568.35	
001145	UPSTATE COLORADO ECONOMIC		06/03/2025	Regular	0.00	15,000.00	104901
PSI2025_06	Invoice	05/22/2025	100-4200-530800 2025 Upstate CO memb...		0.00	15,000.00	
003856	VICKI DAHMER		06/03/2025	Regular	0.00	150.00	104902
2007738.001	Invoice	05/20/2025	REC-MEMBERSHIP REFUND-		0.00	150.00	
001207	WESTERN DISTRIBUTING INC		06/03/2025	Regular	0.00	193.00	104903
846781	Invoice	05/23/2025	GOLF-BEVERAGES-PRO SHOP		0.00	193.00	
001224	XCEL ENERGY-GAS		06/03/2025	Regular	0.00	603.18	104904
923941073	Credit Memo	05/01/2025	GOLF-CREDIT ON ACCOUNT FOR APRIL 20...		0.00	-4.38	
927938321	Invoice	05/19/2025	GOLF-MAY 2025 ELECTRIC SERVICES-PRO ...		0.00	209.97	
928466195	Invoice	05/01/2025	Xcel Gas Bill- Account 53-2035238-1		0.00	397.59	
003524	BEST CLEANER DISPOSAL		05/27/2025	EFT	0.00	753.00	9002247
21310	Invoice	06/01/2025	GF-JUNE 2025 TRASH SERVICE-FAC		0.00	135.00	
21311	Invoice	06/01/2025	CPR-JUNE 2025 TRASH SERVICE-COM CEN...		0.00	85.00	
21313	Invoice	06/01/2025	GF-JUNE 2025 TRASH SERVICE-PW SHOP		0.00	129.00	
21314	Invoice	06/01/2025	GF-JUNE 2025 TRASH SERVICE-PARKS		0.00	72.00	
21315	Invoice	06/01/2025	CEM-JUNE 2025 TRASH SERVICE-CEMETERY		0.00	72.00	
21318	Invoice	06/01/2025	GOLF-JUNE 2025 TRASH SERVICE-MAINT		0.00	135.00	
21319	Invoice	06/01/2025	GF-JUNE 2025 TRASH SERVICE-CODE		0.00	40.00	
21320	Invoice	06/01/2025	GF-JUNE 2025 TRASH SERVICE-PARKS		0.00	85.00	
002122	BURNS & MCDONNELL ENGINEERING CO INC		05/27/2025	EFT	0.00	170,399.25	9002248
160868-22	Invoice	05/15/2025	UF- WATER TOWER DESIGN CO #1-WATER		0.00	170,399.25	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
000232	CIRSA		05/27/2025	EFT	0.00	19,768.32	9002249
INV1001678	Invoice	05/20/2025	CIRSA Premiums- Additional Property		0.00	19,768.32	
002094	DOOLEY ENTERPRISES INC		05/27/2025	EFT	0.00	3,408.70	9002250
70062	Invoice	05/02/2025	GF-FULL METAL JACKET-PD		0.00	3,408.70	
002723	EAGLE ROCK COMPANY OF COLO		05/27/2025	EFT	0.00	440.40	9002251
13942743	Invoice	05/19/2025	GOLF-BEVERAGES-PRO SHOP		0.00	276.00	
13944015	Invoice	05/19/2025	GOLF-BEVERAGES-PRO SHOP		0.00	164.40	
002919	EQUIPMENTSHARE.COM INC		05/27/2025	EFT	0.00	354.86	9002252
5166990-001	Invoice	05/12/2025	GF-RECREATE KOSHIO PARK EQUIP RENTAL..		0.00	152.25	
LUP-5166990-00...	Invoice	05/06/2025	GF-RENTAL OF EQUIPMENT-PARKS		0.00	202.61	
000536	GOLF AND SPORT SOLUTIONS LLC		05/27/2025	EFT	0.00	1,511.88	9002253
51126	Invoice	05/19/2025	GOLF-AMENDED TOPSOIL-MAINT		0.00	1,511.88	
000691	KONE INC		05/27/2025	EFT	0.00	140.80	9002254
871676019	Invoice	05/01/2025	REC-ELEVATOR MAINTENANCE FOR APRIL ...		0.00	140.80	
000869	OPERATIONS MANAGEMENT INT		05/27/2025	EFT	0.00	146,600.09	9002255
351230-26-06	Invoice	06/01/2025	OMI Monthly Allocations		0.00	146,600.09	
000931	R & L TIRES		05/27/2025	EFT	0.00	55.00	9002256
57308-1	Invoice	05/09/2025	GF-EQUIPMENT TIRE REPAIR-PW SHOP		0.00	35.00	
57310-1	Invoice	05/09/2025	GF-TIRE REPAIR-PARKS		0.00	20.00	
000999	SHAMROCK FOODS COMPANY		05/27/2025	EFT	0.00	2,498.45	9002257
33689507	Invoice	05/15/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP		0.00	47.85	
33689508	Invoice	05/15/2025	GOLF-FOOD/BEVERAGES/PRE PACKAGED ...		0.00	1,304.13	
33700451	Invoice	05/19/2025	GOLF-FOOD/PRE PACKAGED GOODS/SUPP...		0.00	1,146.47	
001101	TODD HODGES DESIGN, LLC		05/27/2025	EFT	0.00	10,771.80	9002258
3687	Invoice	05/19/2025	GF-PLANNING SERVICES FOR MAY 5-18, 2...		0.00	10,771.80	
001126	TYLER TECHNOLOGIES		05/27/2025	EFT	0.00	7,256.42	9002259
130-155536	Invoice	05/01/2025	GF-E CITATION BRAZOS-PD		0.00	878.11	
130-155580	Invoice	05/01/2025	TYLER TECH RMS MAINTENANCE		0.00	12,300.64	
130-156052	Credit Memo	05/01/2025	GF-CANCELLED -BRAZOS SOFTWARE MAIN...		0.00	-5,922.33	
003160	UNITEDHEALTHCARE INSURANCE COMPANY		05/27/2025	EFT	0.00	114,697.14	9002260
259039312904	Invoice	06/01/2025	GF-HEALTH INSURANCE FOR JUNE 2025-HR		0.00	114,697.14	
000024	ACE HARDWARE OF FORT LUPTON		06/03/2025	EFT	0.00	172.91	9002261
108341/1	Invoice	05/14/2025	GOLF-PARRTS/SUPPLIES-MAINT		0.00	92.97	
108478/1	Invoice	05/27/2025	GOLF-GLOVES, FASTENERS-MAINT		0.00	79.94	
001293	AMAZON.COM		06/03/2025	EFT	0.00	321.42	9002262
1G4L-HLHD-GX6K	Invoice	06/01/2025	GF-OFFICE SUPPLIES, GENERAL SUPPLIES-P...		0.00	321.42	
001820	BADGER METER		06/03/2025	EFT	0.00	99,792.50	9002263
1734688	Invoice	05/27/2025	UF- WATER METER REPLACEMENT-WLINES		0.00	99,792.50	
002835	BRANDING BY BRE		06/03/2025	EFT	0.00	3,500.00	9002264
1336	Invoice	06/01/2025	GF-SOCIAL MEDIA COMMUNCATIONS JUN...		0.00	3,500.00	
002853	BUCKEYE CLEANING CENTER		06/03/2025	EFT	0.00	506.16	9002265
90673793	Invoice	05/21/2025	REC-SHOWER SOAP-REC CENTER		0.00	506.16	
002122	BURNS & MCDONNELL ENGINEERING CO INC		06/03/2025	EFT	0.00	63,441.39	9002266
169164-13	Invoice	05/27/2025	UF-LIFT STATION/FORCE MAIN PROJECT R...		0.00	63,441.39	
000232	CIRSA		06/03/2025	EFT	0.00	8.34	9002267
INV1001796	Invoice	05/20/2025	GF-CSWAMP & VAMP AUDITS-MISC		0.00	8.34	
002723	EAGLE ROCK COMPANY OF COLO		06/03/2025	EFT	0.00	575.52	9002268

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
13969888	Credit Memo	05/27/2025	GOLF-BEVERAGES-PRO SHOP		0.00	-126.50	
13969906	Invoice	05/27/2025	GOLF-BEVERAGES-PRO SHOP		0.00	339.80	
13969907	Invoice	05/27/2025	GOLF-BEVERAGES-PRO SHOP		0.00	362.22	
003720	FREDERICK M GOODBEE		06/03/2025	EFT	0.00	1,600.00	9002269
052725	Invoice	05/27/2025	GF-JUDGE SERVICES FOR MAY 2025-COURT		0.00	1,600.00	
003609	GENERATOR SOURCE LLC		06/03/2025	EFT	0.00	4,297.21	9002270
INV103262	Invoice	05/01/2025	SF-REPAIRS TO GENERATOR-S LINES		0.00	4,297.21	
003316	MIGUEL IRAOLA		06/03/2025	EFT	0.00	575.00	9002271
05312025	Invoice	05/31/2025	GF-TRANSLATOR SERVICES-COURT		0.00	575.00	
000999	SHAMROCK FOODS COMPANY		06/03/2025	EFT	0.00	1,528.17	9002272
33722661	Invoice	05/26/2025	GOLF-FOOD,BEVERAGES, SUPPLIES-PRO S...		0.00	1,528.17	
003491	THALLE CONSTRUCTION CO INC		06/03/2025	EFT	0.00	2,136,890.40	9002273
8	Invoice	05/02/2025	UF-Force Main & Lift Station Construction-...		0.00	2,136,890.40	
000119	BANK OF COLORADO		05/30/2025	Bank Draft	0.00	250.00	DFT0002591
INV0001762	Invoice	05/30/2025	HSA DISTRIBUTION		0.00	250.00	
001416	VALIC_1		05/30/2025	Bank Draft	0.00	51,474.55	DFT0002592
INV0001763	Invoice	05/30/2025	VALIC - 457(b) $ Contributions		0.00	51,474.55	
001265	IRS		05/30/2025	Bank Draft	0.00	101,765.16	DFT0002593
INV0001766	Invoice	05/30/2025	Federal Withholding		0.00	101,765.16	
001418	CO DEPARTMENT OF REVENUE		05/30/2025	Bank Draft	0.00	16,880.00	DFT0002594
INV0001767	Invoice	05/30/2025	CO Withholding		0.00	16,880.00	
001416	VALIC_1		05/29/2025	Bank Draft	0.00	98.54	DFT0002595
INV0001768	Invoice	05/29/2025	VALIC - Regular Plan Retirement Contribut...		0.00	98.54	
001265	IRS		05/29/2025	Bank Draft	0.00	214.62	DFT0002596
INV0001769	Invoice	05/29/2025	Federal Withholding		0.00	214.62	
001418	CO DEPARTMENT OF REVENUE		05/29/2025	Bank Draft	0.00	38.00	DFT0002597
INV0001770	Invoice	05/29/2025	CO Withholding		0.00	38.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	133	88	0.00	469,694.83
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	170,720.87
EFT's	44	27	0.00	2,791,865.13
	184	**122**	**0.00**	**3,432,280.83**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	133	88	0.00	469,694.83
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	170,720.87
EFT's	44	27	0.00	2,791,865.13
	184	**122**	**0.00**	**3,432,280.83**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	5/2025	920,245.06
999	POOLED CASH/CONSOLIDATED CASH	6/2025	2,512,035.77
			3,432,280.83

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 20, 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, May 20, 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, David Crespin, Claud Hanes, Michael Sanchez, Valerie Blackston, Chris Ceretto and Bruce Fitzgerald.

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

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the May 20, 2025, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- May 06, 2025 City Council Meeting Minutes

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2025-070 Approving Payment to John Elway Chevrolet for the Purchase of Four Fleet Vehicles in an Amount Not To Exceed $216,120.00, Allocated from the Police Department Capital Projects Budget

As part of the approved 2025 budget, the Police Department was authorized to obtain four fleet vehicles to replace aging vehicles in the fleet. The Police Department ordered four vehicles on government bid and the vehicles have now been delivered. The vehicles, 2025 Chevy Tahoes, have in individual cost of $54,030. The total amount of the purchase is $216,120.00.

It was moved by Chris Ceretto and seconded by Michael Sanchez to approve Payment to John Elway Chevrolet for the Purchase of Four Fleet Vehicles in an Amount Not To Exceed $216,120.00, Allocated from the Police Department Capital Projects Budget. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2025-006 Service Agreement with Bludot Technologies Inc. (Bludot) to Implement the Open Rewards Shop Local Program in Support of Fort Lupton Businesses and the City's Goal of Economic Sustainability

Staff have been working to identify new programs to meet the City's economic development goals, support local businesses, and foster economic sustainability. The Open Rewards program accomplishes these goals by providing financial rewards to people who shop in Fort Lupton and choose to participate in the program.

All licensed businesses that offer goods or services to consumers, are located in the City of Fort Lupton, and are in good standing, will be included in the program. Licensed businesses that are not located within city limits will not be included.

A 5% reward will be offered to program participants for all purchases. The reward amount per purchase will be capped at $50, representing a 5% reward on a $1,000 purchase. Rewards cannot be revoked for return items. Rewards must be redeemed within sixty days of the purchase transaction.

Additional rewards may be offered for Small Business Saturday, holiday shopping, or other special themes. Additional program limits, such as a monthly reward cap per participant, may also be set.

The program will be available to the public in July. Staff are coordinating promotional messaging for both businesses and consumer program participants.

IM 2025-007 Ratifying the City Administrator's Signature on a Memorandum of Understanding Between the City of Fort Lupton, WaterNow Alliance, and Western Resource Advocates for the Project Accelerator: Integrating WaterWise Principles in Land Use Planning Project

WaterNow Alliance, an organization of local water leaders working to advance sustainable, affordable, and resilient water strategies, offers a Project Accelerator program to support communities in achieving innovative water projects through 250 hours of pro bono technical assistance. Some of the key City goals identified by City Staff at the Growing Water Smart workshops in 2023 and 2024 were to update the City's landscape code, Comprehensive Plan, and other "big" plans (Parks and Trails, Transportation, etc), to become more waterwise to meet relevant state statutes and utilize water more effectively and efficiently in Fort Lupton. With this in mind, City staff applied for the project accelerator program to seek the assistance and expertise of WaterNow in achieving these goals. The City's application was accepted and the MOU is the first step in getting the project started. WaterNow is bringing in a partner organization, Western Resource Advocates, to help provide expertise for our code and plan updates. The project is anticipated to run from May 2025 - March 2026 and The Project Accelerator program is 250 hours of free pro-bono support, meaning there is no financial obligation to the City.

STAFF REPORTS

Library Director, Beth Gudmestad, informed Council that in 2025 the Library will be purchasing items such as a metal detector, record player, and an embroidery machine. She also stated that the Library will be holding English conversation classes as St. Williams Catholic Church in June. The Library will also be hosting story-teller in the park on Mondays and Fridays at Cannery and Heritage Park. She also requested to have one councilmember come to the Library Board meetings once in a while.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

May 26, 2025 Memorial Day Service, Hillside Cemetery, 13750 Weld County Road 12, 9:30 a.m. - 10 a.m.

May 28, 2025 Summer Reading Adventure Kickoff Party, Fort Lupton Community Center Park, 203 S. Harrison Ave, 5:30 p.m.- 7:30 p.m.

June 4, 2025 Coffee with a Cop, Fort Lupton Recreation Center, 203 S. Harrison Ave. 8:00 a.m. - 8 a.m.

June 14, 2025 Summer Sizzle 5K, Fort Lupton Recreation Center, 203 S. Harrison Ave. 8:00 a.m.

July 4, 2025 Independence Day Celebration, Fort Lupton Recreation Center, 203 S. Harrison Ave, 7 p.m.

July 11 & 12, 2025 Citywide Garage Sales

UPCOMING MEETINGS

May 27, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

June 3, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m

June 10, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

June 17, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m

EXECUTIVE SESSION

It was moved by David Crespin and seconded by Bruce Fitzgerald to move to Executive Session "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6- 402(4)(e) – Water. Motion passed unanimously on roll call vote. The following moved into Executive Session: Mayor Hubbard, Councilmembers David Crespin, Claud Hanes, Michael Sanchez, Valerie Blackston, Chris Ceretto and Bruce Fitzgerald, City Attorney, Andy Ausmus, City Administrator, Chris Cross, and Finance Director, Leann Perino.
The Executive Session ended at 6:35 and the regular meeting reconvened.

ADJOURNMENT

The meeting adjourned at 6:35 p.m.

Submitted by,

____
Maricela Peña, City Clerk

Approved by City Council,

____
Zo Hubbard, Mayor

ORDINANCE NO. 2025-1186

INTRODUCED BY:

ADOPT ORDINANCE 2025-1186 ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT "A" KNOWN AS THE 1.21 ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 6th day of May, 2025.

PUBLISHED in the Fort Lupton Press the 15th day of May 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 3rd day of June 2025.

PUBLISHED BY TITLE ONLY the 12th day of June 2025.

EFFECTIVE (after publication) the 12th day of July 2025.

CITY OF FORT LUPTON, COLORADO

____
Zo Hubbard, Mayor

ATTEST:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

ORDINANCE NO. 2025-1187

INTRODUCED BY:

ADOPT ORDINANCE 2025-1187 INITIALLY ZONING LAND KNOWN AS THE 1.21 INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'I-1' LIGHT INDUSTRIAL ZONE DISTRICT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 6th day of May 2025.

PUBLISHED in the Fort Lupton Press the 15th day of May, 2025

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 3rd day of June 2025.

PUBLISHED BY TITLE ONLY the 12th day of June 2025.

EFFECTIVE (after publication) the 12th day of July 2025.

CITY OF FORT LUPTON, COLORADO

____
Zo Hubbard, Mayor

ATTEST:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

RESOLUTION NO. 2025R031

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING AN ECONOMIC INCENTIVE VIA A REBATE OF PERSONAL PROPERTY TAX TO CHARM INDUSTRIAL, INC.

WHEREAS, the City Council of the City of Fort Lupton ("City") adopted Resolution 2019R061 approving the City of Fort Lupton 2019-2020 Strategic Plan, which provided a guide giving direction to all departments within the City and identified Economic Sustainability as one of the three (3) pillars of the Strategic Plan; and

WHEREAS, the City Council desires to attract new businesses, retain and expand its existing businesses, diversify the local economy, and enhance the quality of life for its residents; and

WHEREAS, the City Council adopted Resolution 2020R031 establishing an economic incentive via a rebate on business personal property tax for new and expanding business facilities; and

WHEREAS, Charm Industrial, Inc., an existing business operating in the City of Fort Lupton, desires to expand business operations in the City and has requested assistance in accessing any resources that may be available to the company; and

WHEREAS, Charm Industrial, Inc. has reported plans to invest $2 million in new equipment and create 20 new jobs with an average wage that exceeds the 2025 Weld County average wage of $65,767; and

WHEREAS, in no instance shall any negotiation result in an incentive payment or credit that is in violation of City or State statute; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, hereby approves the execution of an economic incentive agreement via a rebate of personal property tax with Charm Industrial, Inc. for the expansion of business operations in the City of Fort Lupton.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 6th DAY OF MAY 2025.

City of Fort Lupton, Colorado

____

Zo Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

City Council Meeting
Date: June 3, 2025
Staff: Doug Cook,
Parks & Recreation Director

AM 2025-072
Public Hearing☐

SUBJECT FOR DISCUSSION

Accepting a Proposal from Gerardo Concrete Company for the Concrete Work of the Pickleball Court Project at Railroad Park for an Amount Not to Exceed $47,391.00 to be Paid from the Conservation Trust Capital Projects Account.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Staff has looked into the construction of the Pickleball Courts that includes two (2) individual pickleball courts yielding 64' x 64' (4,096 square feet) and pickleball court accessories at Railroad Park. Work shall include furnishing all labor, equipment, materials, tools, supervision, and any other items necessary or convenient to satisfactorily complete the work as shown on the design drawings and/or specified by the Contract Documents and Specifications

All work shall be completed in accordance with the supplied specifications and engineered drawings. See attached plans (c) and specification for the project.

FINANCIAL CONSIDERATIONS

Staff budgeted $75,000.00 to construct new Pickleball Courts (Conservation Trust 300.6500.575000).
Concrete Costs - $47,391.00 (Estimated fence cost - $17,000 and surfacing cost - $10,000) Project will be within budget.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

Request for bid closed on May 19, 2025, staff could look at other contractors. 5 bids were submitted.

STAFF RECOMMENDATIONS

Staff recommends to approve the proposal from Gerardo Concrete Company for the concrete work of the Pickleball Court Project at Railroad Park for an amount not to exceed $47,391.00

Attachments:
a. Project Agreement
b. Notice of Award
c. Site plans

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

Parks and Recreation Department

Pickleball Court Construction Agreement

This PICKLEBALL COURT CONSTRUCTION Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Gerardo Concrete Company** (hereinafter "CONTRACTOR").

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

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

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

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement and to complete all work by no later than **September 1, 2025**.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of **$47,391.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion, including completion by the

Contractor of any punch-list items as determined by the City and execution of any releases by Contractor deemed necessary by the City.

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

6. **WARRANTY.** All warranties for work performed by the Contractor, repairs to be made or service calls required to be attended to by Contractor shall be as set forth and required by Exhibit A and or by Colorado law. Contractor shall notify the City when the scope of work is completed and the City shall confirm completion of the work, in the City's sole discretion. Once the scope of work is confirmed by the City as completed, the Notice of Commencement of Warranty (**Exhibit C attached hereto and incorporated herein)** will be tendered by the City. The warranty period shall only commence upon execution and tendering of Exhibit C to the Contractor by the City and said warranty shall continue for two years from tendering of Exhibit C.

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

8. **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.

9. **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.

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

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

12. **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.

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

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

employees, contractors or agents of the City. Contractor does not have the authority to bind the City by contract or otherwise

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

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

EXECUTED THIS ________ DAY OF __________, 2025.

CITY OF FORT LUPTON, COLORADO

____
BY:___________________________
TITLE:________________________

CONTRACTOR:

____
BY:___________________________
TITLE:________________________

****
REQUEST NO.
FTL2022-002
****

Exhibit A

CITY COUNCIL OF FORT LUPTON, STATE OF COLORADO,
BY AND THROUGH ITS FINANCE DIRECTOR

DATE: April 16, 2025

THIS DOCUMENT CONTAINS GENERAL INFORMATION FOR THE PURCHASING PROCESS OF THE CITY OF FORT LUPTON. NOT ALL ITEMS MAY BE APPLICABLE. ACTUAL BID SPECIFICATIONS WILL BE ATTACHED.

I. NOTICE TO BIDDERS

A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, wishes to purchase the following:

Railroad Park Pickleball Court #2

B. A pre-bid meeting will be held on **May 5, 2025 at 10:30 A.M.** at the Railroad Park South (Pacific Avenue / Second Street) Fort Lupton, CO 80621

C. Questions may submitted by email to dcook@fortluptonco.gov by **May 7, 2025 at 5:00 P.M.** Answers will by 5:00 P.M. May 12, 2025.

D. Sealed or faxed bids the above stated merchandise, equipment, and/or services will be received at the office of the City of Fort Lupton Finance Director, 130 South McKinley Avenue, Fort Lupton, Colorado, 80621 until: **Monday, May 19, 2025 @ 2:00 P.M.**

E. City Council will address this acquisition on **June 3, 2025.**

II. INVITATION TO BID

A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, requests bids for the purchase of the above-listed merchandise, equipment, and/or services.

B. Said product shall be for the benefit of CITY OF FORT LUPTON, 130 S. McKinley Ave., FORT LUPTON, COLORADO 80621.

C. Bids shall include all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, be the total net price, which the bidder will expect the City of Fort Lupton to pay if awarded the bid.

D. All bids must be sealed in envelopes that have the bid number and title of the bid typed or printed in plain sight. One original and two copies of the Bid must be submitted at the time of the bid opening. One complete bid document, which will be the only official copy of the bid, shall be filed at the finance department. After certification of the bid, by finance, the other copies will be sent to the applicable department(s) for review. Bids may be faxed to 303-857-6090 attention finance or emailed to Bids@FortLuptonCO.gov; and the vendor must include the following statement on the facsimile or email, **"I hereby waive my right to a sealed bid".**

III. INSTRUCTIONS TO BIDDERS

A. Bids shall be typewritten or written in ink. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Finance Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. The person signing the bid shall initial all corrections or erasures. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in.

B. Bids may be withdrawn upon written request to the Finance Director received from bidders prior to the time fixed for opening. Negligence on the part of bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

C. Bidders are expected to examine the conditions, specifications, and all instructions contained herein. Failure to do so will be at the bidder's risk.

D. Bidders shall not stipulate in their proposals any conditions not contained in the instructions and specifications herein unless specifically requested by the special instructions attached hereto. Any proposal which fails to comply with the letter of the instructions and specifications herein may be rejected.

E. Late or unsigned bids may not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the City of Fort Lupton Finance Department on or prior to the time indicated in Section I., entitled "Notice to Bidders."

F. When approximate quantities, are stated the City of Fort Lupton reserves the right to increase or decrease quantity as best fits its needs.

G. Whenever requested, samples or descriptive matter shall be filed prior to the opening of bids.

H. Any item supplied to the City of Fort Lupton shall be new and of the manufacturer's current model unless otherwise specified.

I. All discounts shall be figured from the date of delivery and acceptance of the articles, or in the case of an incorrect invoice, from the date of receipt of corrected invoice, if this is subsequent to delivery and acceptance.

J. Substitutions or modifications to any of the terms, conditions, or specifications of this bid package, which are made by the City of Fort Lupton, after the bids have been distributed to prospective bidders, and prior to the date and time of bid opening, will be made in writing and signed by Finance Director. No employee of the City of Fort Lupton is authorized in any way to modify any of the terms, conditions, or specifications of this bid without written approval of said

Finance Director. This is not to imply that bids will not be accepted or considered with specifications, which are different from those herein. Any item which does not meet all the terms, conditions, or specifications of this bid, must be clearly indicated on a separate sheet of paper, attached to the bid specification and proposal sheets and returned with the bid.

K. The successful bidder shall indemnify and hold harmless the City of Fort Lupton, against all claims for royalties, for patents or suit for infringement thereon, which may be involved in the manufacture or use of the material to be furnished.

L. All goods shall remain the property of the seller until delivered to and accepted by the City of Fort Lupton.

M. Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Finance Director for the premature opening of a bid not properly addressed and identified.

N. In submitting the bid, the bidder agrees that the acceptance of any and all bids by the Council of the City of Fort Lupton within a reasonable time or period constitutes a contract. The Fort Lupton City Council, reserves the right to reject any and all bids, to waive any informalities in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton.

O. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Finance Director. It is understood that it is necessary for all invoices to be made out to the City of Fort Lupton, not to the Department securing the merchandise. All invoices should be sent to: Fort Lupton Finance Department, 130 South McKinley Avenue, Fort Lupton, CO 80621.

P. These instructions, the proposal forms, and specifications have been developed with the hope of raising the standard of purchasing negotiations to a level wherein all transactions will be mutually satisfactory. Your cooperation is invited.

V. DEFINITIONS

A. "Standard": When the word "standard" is used in the specification to describe an item of equipment or in assembly, it shall be construed to mean that item or assembly so described shall be the latest regular product of the manufacturer thereof, identified by a model or other designation, without the modification or omission of any of its usual parts or the substitution of others therefore, except as hereafter specified, details, capacities and ratings, conforming in every respect to the said manufacturer's catalog or other printed matter describing the item or assembly. Standard subassemblies, accessories, fittings, and finishes shall be construed to be those, which are regularly furnished as part of the principle unit or assembly and included, in the selling price thereof.

B. "Reputable Manufacturer": A manufacturer who has been engaged in the business of fabricating the equipment specified for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of the City of Fort Lupton that said manufacturer has successfully installed equipment of the type proposed to be furnished in at least three (3) instances and the performance of such equipment has been satisfactory. Manufacturers having been engaged in the business of manufacturing said equipment for a period of one (1) year prior to the date affixed for opening bids shall, prima facie, be deemed to have been engaged in such business a reasonable length of time.

C. "Or Equal": The specific equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's equipment of comparable quality, design, and efficiency.

V. GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION

The work shall consist of the construction of the Railroad Park Pickleball Court #2 that includes two (2) individual pickleball courts yielding 64' x 64' (4,096 square feet) and pickleball court accessories.

Work shall include furnishing all labor, equipment, materials, tools, supervision, and any other items necessary or convenient to satisfactorily complete the work as shown on the design drawings and/or specified by the Contract Documents and Specifications.

a. Contractor is responsible to testing. Please refer to City of Fort Lupton Standards and Specifications manual.

https://co-fortlupton2.civicplus.com/533/Standards-and-Specifications-Manual

b. Contractor is responsible for any testing and surveying,
c. Demolition and removal of existing grass; prepare site for court installation
   ***Removal and relocation of existing irrigation system around pickleball courts will be completed by City of Fort Lupton Park Department.*
d. Grading and construction of the concrete slab for pickleball courts
e. Slab on grade concrete mix shall have a maximum allowed 28-day shrinkage limit of 0.035%
f. Provide and install a 6-inch, compacted stone base utilizing laser guided equipment to provide a 1% cross slope to ensure proper drainage.
g. Installation of two (2) sets of posts for the pickleball courts nets. This work shall include all labor, equipment, and incidentals required to furnish and install new pickleball net posts according to the manufacturer's installation instructions which shall be provided by the City of Fort Lupton.
h. Installation of fencing around the pickleball courts will be completed by others.

i. All addendum or revision drawings shall be supplied to all sub-contractors prior to construction from the date of the revision and moving forward.

All work shall be completed in accordance with the supplied specifications and engineered drawings. See attached plans and specification for the project.

A. The Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the current edition of the City of Albany *Standard Construction Specifications*, the Construction Drawings, and these Special Provisions.

B. Design: Any equipment to be purchased shall be the manufacturer's latest model of production. Said equipment shall be of superior quality and suitable to the use for which it is intended. The technical design shall be in line with the best practice in the industry and the materials and workmanship entering into the construction shall be of the kinds and qualities which will ensure long life, dependability, and low cost of maintaining and repairing.

C. Warranty: The successful bidder shall warrant that:

1. The goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended;

2. The goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and

3. The goods sold to the City of Fort Lupton pursuant to this bid conform to the minimum City specifications as established herein.

The successful bidder shall further warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests. All warranties made by the successful bidder, together with service warranties' and guarantees shall run to the City of Fort Lupton and its successors and assigns.

D. Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by the City of Fort Lupton, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to the City of Fort Lupton.

E. The bidder acknowledges that all contracts are subject to approval by the Fort Lupton City Council. Bidder should not incur any costs prior to receipt of a signed contract approved by the City of Fort Lupton and a fully executed Notice to Proceed. Any costs incurred by bidder prior to receipt of an approved contract and fully executed Notice to Proceed are the sole responsibility of the applicable bidder. Any costs incurred by a bidder in preparation of its bid are the sole responsibility of the applicable bidder.

F. General Information: Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.

2. Descriptive literature.

****
REQUEST NO.
FTL2022-002
****

Mr. Doug Cook
Parks and Recreation Director
203 South Harrison Avenue
Fort Lupton, Colorado 80621

Dear Mr. Cook:

The undersigned having become familiar with the specifications for ***the Rail Road Pickleball Courts*** and deliver to the City of Fort Lupton as set forth in the following schedule:

Fee $___________________________

$_______________________________

GRAND TOTAL $_______________________________

I certify that the above quotation is exclusive of any federal excise taxes and all other state and local taxes, and includes any applicable permits and fees for installation. I further certify that the items offered for intended use by the City of Fort Lupton will meet all specifications is has so indicated in this bid form. The Council of the City of Fort Lupton reserves the right to reject any or all bids, to waive any informality in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton. The Council of the City of Fort Lupton shall give preference to residents of Fort Lupton bidders in all cases where the bids are competitive in price and quality.

FIRM____ BY_____________________________________

BUSINESS ADDRESS_____________________________ TITLE_______________________________

CITY, STATE, ZIP CODE______________________________________ DATE___________________

TELEPHONE NO.___________________FAX NO. ____________TAXPAYER I.D.#_______________

DOES YOUR BID MEET OUR SPECIFICATIONS? YES____ NO____

CITY OF FORT LUPTON IS EXEMPT FROM COLORADO SALES TAXES. CERTIFICATE OF EXEMPTION NO.98-02812-0000. CITY OF FORT LUPTON FAX NUMBER IS #303-857-609

Exhibit B

Doug Cook

From:	Gerardo Gutierrez <[redacted]>
Sent:	Friday, May 16, 2025 3:06 PM
To:	Fort Lupton Bids
Cc:	Doug Cook
Subject:	Fwd: Update Bid: Pickle ball court North side of park, Fort Lupton

"I hereby waive my right to a sealed bid"

This bid based on plans from 2022 South side pickleball courts.

Gerardo Concrete Company
Specialty Flat work Repairs
Fort Lupton, CO, 80621
Mobile: (303)-995-6088
Email: [redacted]

Bid: Fort Lupton-Pickleball court North side of park

Forming, 4" rock base, compaction, paper barrier, 5" cement-4000 psi, 8" cement deep above the footings of the fence/foundation, reinforced with re bar # 5, all ends of re bar will have a loop, 12" to center each way, saw cut control joints, smooth finish or broom finish

$ 45,066.00

Surveyor
$ 1,125.00

Concrete pump
$ 1,200.00

Feel free to contact me if you have any questions.

Thank you,

Gerardo

--
Gerardo Concrete Company
Specialty Flat work Repairs
Fort Lupton, CO, 80621
Mobile: (303)-995-6088
Email: [redacted]

CITY OF
Fort Lupton
EST 1836

Parks and Recreation Department

130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

Exhibit C

June 4, 2025

Gerardo Concrete
14407 CR 18 ½
Fort Lupton, CO 80621

RE: Pickleball Courts at Railroad Park
Warranty Repairs/Acceptance

Dear Contractor:

In accordance with the Construction Agreement approved on June 3, 2025, the City did a walk-through inspection of the Pickleball Court concrete construction. Confirmation of all permitting and inspections have been received.

Construction is deemed complete.

The **Two Year Warranty Period** will begin effective TBD, 2025.

Please call me if you have any questions at 720-466-6162.

Sincerely,

Doug Cook
City of Fort Lupton
Parks and Recreation Director

NOTICE OF COMMENCEMENT OF WARRANTY

Contractor has certified to the applicable City officials in writing that the scope of work pursuant to agreement dated **TBD, 2025** has been completed in conformance with the terms and conditions of said Public Improvements Agreement. City officials have confirmed the scope of work set forth in the contract has been completed by Contractor.

The confirmation of completion date is hereby identified as **TBD, 2025**. Accordingly, the commencement of warranty date.

This Notice of Commencement of Warranty is given this TBD day of TBD, 2025.

CITY OF FORT LUPTON, COLORADO

____
Doug Cook, Parks and Recreation Director

CITY OF Fort Lupton EST 1836

Pickleball Court Project

130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

Gerardo Concrete Company
14407 CR 18 1/2
Fort Lupton, CO 80621

Date: **June 4, 2025**

Attention: Gerardo Gutierrez

Subject: City of Fort Lupton, Colorado
Pickleball Court Construction Project

Notice of Award

The City of Fort Lupton, Colorado, has considered the Proposal submitted by you for the above described work in response to the Invitation for Bids dated **May 19, 2025**, and the Instructions to Bidders.

You are hereby notified that your Proposal has been accepted for the work in the amount or amounts shown on your Proposal.

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

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

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

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

CITY OF FORT LUPTON, COLORADO

____

By: Zo Hubbard

Title: Mayor

Address: 130 South McKinley Avenue

Fort Lupton, Colorado 80621

Telephone: (303) 857-6694

Acceptance of Notice of Award

Receipt of the above Notice to Proceed is hereby acknowledged:

this the ______________ day of ____________, 2025.

Gerardo Concrete Company

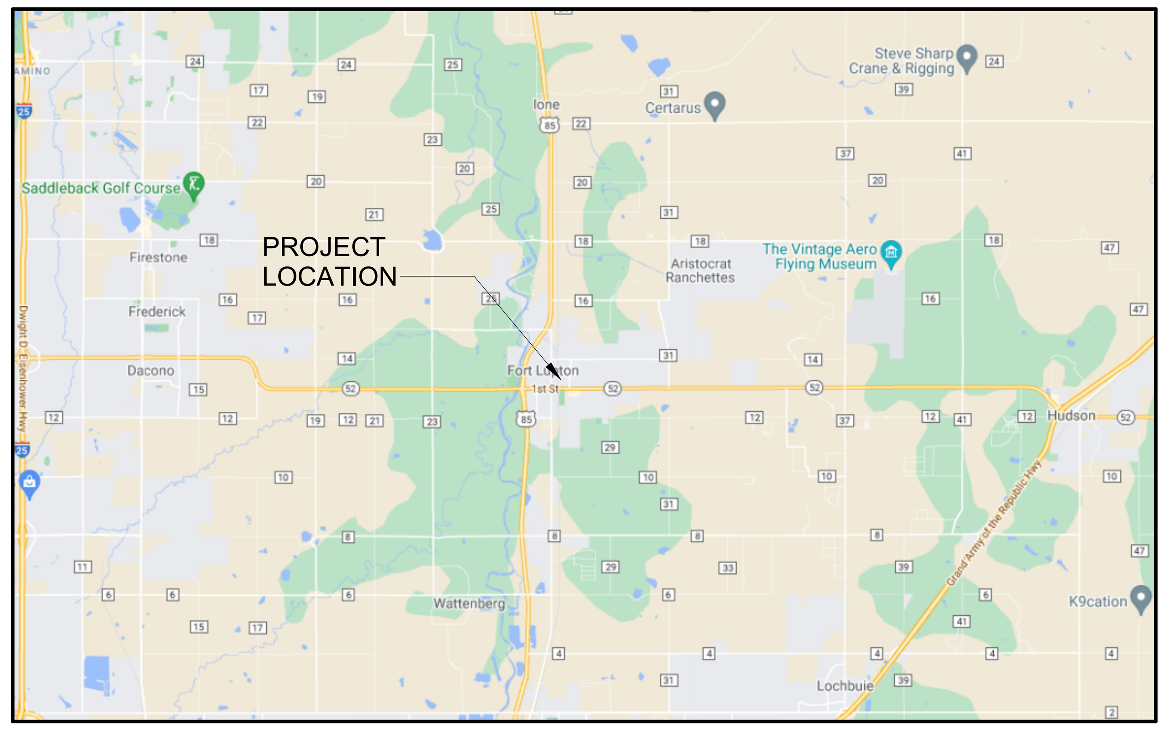
By: ______________________________

Title: ______________________________

Telephone: ______________________________

RAILROAD PARK
PACIFIC AVENUE
FORT LUPTON, COLORADO
WELD COUNTY

SITE AND LOCATION MAP:



STRUCTURAL DRAWING INDEX

OVERALL NOTES:

A. ALL MATERIALS AND WORKMANSHIP MUST CONFORM TO GOVERNING BUILDING CODE.
B. PLANS, SECTIONS, AND DETAILS ARE NOT TO BE SCALED FOR DETERMINATION OF QUANTITIES, LENGTHS, OR FIT OF MATERIALS.
C. PRINCIPAL OPENINGS ARE SHOWN ON THE DRAWINGS. SEE ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR SLEEVES, CURBS, INSERTS, ETC.
D. DISCREPANCIES BETWEEN DRAWINGS/SPECIFICATIONS MUST BE CONFIRMED BY ARCHITECT, STRUCTURAL ENGINEER AND THE BUILDER.

FOUNDATION NOTES:

A. FOUNDATION SOILS AND THEIR ASSOCIATED VALUES ARE ASSUMED. DESIGN OF INDIVIDUAL AND CONTINUOUS FOOTINGS IS BASED ON MAXIMUM ALLOWABLE BEARING PRESSURE OF 1500 PSF AND AN EQUIVALENT LIQUID PRESSURE OF 45 PCF.
B. AN OPEN-HOLE OBSERVATION IS REQUIRED AT THIS SITE PRIOR TO PLACEMENT OF FOUNDATION OR FOUNDATION ELEMENTS AND IMMEDIATELY AFTER THE EXCAVATION TO CONFIRM THE REPORTED VALUES OF DESIGN. SHOULD THE VALUES OBTAINED DURING THE OPEN-HOLE OBSERVATION BE DIFFERENT THAN THE REPORTED VALUES, THE ENGINEER MUST BE NOTIFIED IMMEDIATELY AND PRIOR TO CONSTRUCTION OF ANY FOUNDATION ELEMENTS.

GROUT:

A. ALL GROUT BENEATH COLUMN BASE PLATES OR BETWEEN POSTS AND CONCRETE MUST BE NON-SHRINK, "EMBECO", "FIVE-STAR" OR EQUAL. ALL EXPOSED GROUT, SUCH AS BASE PLATES MUST BE NON-SHRINK, NON-METALLIC, "FIVE-STAR", OR EQUAL.

BACKFILLING & FINAL LANDSCAPING:

A. DO NOT BACKFILL AGAINST BASEMENT AND/OR RETAINING WALLS UNTIL ALL SUPPORTING SLABS AND/OR ADJACENT FLOOR FRAMING ARE IN PLACE AND SECURELY ANCHORED OR UNTIL ADEQUATE TEMPORARY SHORING IS INSTALLED.
B. VERIFY TYPE OF FILL WITH GEOTECHNICAL ENGINEER AND STRUCTURAL ENGINEER PRIOR TO BACKFILLING.
C. ALL BACKFILL AGAINST FOUNDATIONS MUST BE AT A MINIMUM SLOPE AWAY FROM THE FOUNDATION OF 10% OVER A MINIMUM DISTANCE OF 10'-0". IF THIS IS NOT POSSIBLE DUE TO LOT SIZE OR SETBACKS, CONTRACTOR MUST NOTIFY THE ENGINEER TO INCREASE THE LATERAL PRESSURE AGAINST THE FOUNDATION DUE TO BELOW GRADE SOIL WETTING.
D. ALL FINAL IRRIGATION AROUND THE PERIMETER OF THE FOUNDATION MUST BE A MINIMUM OF 10'-0" FROM THE EXTERIOR FACE OF ALL FOUNDATIONS.
E. DOWNSPOUTS FROM RAINWATER DISCHARGE MUST EXTEND A MINIMUM OF 5'-0" FROM THE EXTERIOR FACE OF ALL FOUNDATIONS. DOWNSPOUTS MUST NOT BE BURIED AROUND THE PERIMETER OF THE FOUNDATION.

CONCRETE NOTES:

A. ALL CONCRETE DESIGN IS BASED ON THE "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318/318R).
B. ALL STRUCTURAL CONCRETE MUST HAVE MINIMUM 28-DAY COMPRESSIVE STRENGTH AS FOLLOWS:

ALL CONCRETE	4,000 psi

C. CONCRETE MUST BE PROPORTIONED UTILIZING TYPE I CEMENT (EXCEPT, CONCRETE EXPOSED DIRECTLY TO SOIL MUST USE TYPE II CEMENT. CONCRETE SUSCEPTIBLE TO FREEZING MUST BE FORMULATED FOR MAXIMUM FROST RESISTANCE IN ACCORDANCE WITH THE ACI MANUAL OF CONCRETE PRACTICE.
D. CONTRACTOR MUST NOTIFY ENGINEER OF COLD JOINT LOCATION PRIOR TO OR DURING CONCRETE FORMING.
E. COLD WEATHER AND/OR HOT WEATHER CONCRETING PROCEDURES MUST BE PROVIDED, IF CONDITIONS WARRANT, AS RECOMMENDED IN THE ACI MANUAL OF CONCRETE PRACTICE.
F. ALL EXPOSED EDGES AND CORNERS MUST BE CHAMFERED 3/4".
G. ALL ANCHOR BOLTS FOR BEAM AND COLUMN BEARING PLATES MUST BE PLACED WITH SETTING TEMPLATES.
H. JOINTS NOT SHOWN MUST BE MADE AND LOCATED TO LEAST IMPAIR STRENGTH AND APPEARANCE OF STRUCTURE AS APPROVED BY THE BUILDER. NO HORIZONTAL JOINTS MUST BE PERMITTED IN CONCRETE EXCEPT WHERE THEY NORMALLY OCCUR OR WHERE NOTED.
I. ALL CONSTRUCTION JOINTS MUST BE PREPARED BY ROUGHENING THE SURFACE OF THE CONCRETE IN AN APPROVED MANNER SUCH THAT THE AGGREGATE MUST BE EXPOSED UNIFORMLY, LEAVING NO LATENCE, LOOSENED PARTICLES OR DAMAGED CONCRETE.
J. REFER TO MECHANICAL AND ELECTRICAL DRAWING FOR LOCATION OF ALL PIPES, CONDUITS, ETC.
K. PIPE OR DUCTS GREATER THAN ONE-THIRD THE SLAB OR WALL THICKNESS MUST NOT BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED.
L. PIPE MAY PASS THROUGH STRUCTURAL CONCRETE IN SLEEVES, BUT NOT BE EMBEDDED THEREIN.
M. PROVIDE CONTINUOUS SHEAR KEYS AT VERTICAL COLD JOINTS AND WHERE SHOWN ON DRAWINGS.

REINFORCING STEEL:

REINFORCING STEEL FOR CONCRETE MUST BE AS FOLLOWS:

REINFORCING BARS	ASTM A615, Grade 60
WELDED REINF. BARS	ASTM A706, Grade 60
WELDED WIRE FABRIC	ASTM A185

A. ALL DETAILING, FABRICATION, AND PLACEMENT OF REINF. STEEL MUST BE IN ACCORDANCE WITH THE ACI MANUAL OF CONC. PRACTICE.
B. AT REINFORCING STEEL SPLICES IN CONCRETE, LAP BARS AS SHOWN ON LAPSPLICE SCHEDULE. AT REINFORCING STEEL SPLICES IN MASONRY, LAP BARS 48 DIAMETERS. LAP WELDED WIRE FABRIC TWO FULL SQUARES AND TIE TOGETHER. AT CORNERS, MAKE HORIZONTAL BARS CONTINUOUS OR PROVIDE CORNER BARS.
C. AROUND OPENINGS AND STEPS IN WALLS, PROVIDE (2) #5, EXTENDING 2'-0" BEYOND EDGE OF OPENING OR STEP IN ALL DIRECTIONS. AT RE-ENTRANT CORNERS WITHOUT CONTROL JOINTS IN SLABS-ON-GRADE, PROVIDE (2) #4 X 4'-0" DIAGONAL IN SLAB.
D. EXCEPT AS NOTED ON THE DRAWINGS, MINIMUM CONCRETE PROTECTION FOR REINFORCEMENT MUST BE IN ACCORDANCE WITH ACI-318, LATEST EDITION.

STRUCTURAL ERECTION AND BRACING:

A. THE STRUCTURAL DRAWINGS ILLUSTRATE THE COMPLETED STRUCTURE WITH ALL ELEMENTS IN THEIR FINAL POSITIONS, PROPERLY SUPPORTED AND BRACED.
B. THE CONTRACTOR, IN THE PROPER SEQUENCE, MUST PROVIDE SHORING AND BRACING AS MAY BE REQUIRED DURING CONSTRUCTION TO ACHIEVE THE FINAL COMPLETED STRUCTURE.
C. OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER MUST NOT INCLUDE INSPECTION OF THE SHORING AND BRACING ELEMENTS.

FIELD VERIFICATION & DRAWING COORDINATION:

A. CONTRACTOR SHALL THOROUGHLY INSPECT AND SURVEY ANY EXISTING OR PROPOSED NEW STRUCTURES TO VERIFY DIMENSIONS, ELEVATIONS, FRAMING, ETC. WHICH AFFECTS THE WORK SHOWN ON THE DRAWINGS. THIS INCLUDES ANY AND ALL NEW REVISIONS OR ADDENDUMS SUBMITTED BY HIGH PLAINS ENGINEERING & DESIGN, LLC. OR BE HELD RESPONSIBLE FOR ANY INCURRED COSTS.
B. CLIENT/RESPONSIBLE PARTY SHALL VERIFY ALL PROPERTY SET BACKS, EXISTING UTILITIES, AND EASEMENTS PRIOR TO CONSTRUCTION.
C. REPORT ANY VARIATIONS OR DISCREPANCIES TO THE ARCHITECT AND THE STRUCTURAL ENGINEER BEFORE PROCEEDING.
D. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PROPERLY STUDY AND OBSERVE ALL DISCIPLINE DRAWINGS, INCLUDING BUT NOT LIMITED TO THE ARCHITECTURAL HOUSE PLANS, PRIOR TO CONSTRUCTION.
E. CONTRACTOR ASSUMES RESPONSIBILITY AND SHALL VERIFY AND COORDINATE ALL OPENINGS, HOUSE ELEVATIONS, PLAN DIMENSIONS, AS WELL AS VERTICAL DIMENSIONAL ELEVATIONS PRIOR TO CONSTRUCTION.
F. CONTRACTOR SHALL DISTRIBUTE ALL DRAWINGS, INCLUDING ENGINEERING AND ARCHITECTURAL HOUSE PLAN DRAWINGS TO SUB-CONTRACTORS. THIS INCLUDES ANY AND ALL NEW REVISIONS PREPARED BY HIGH PLAINS ENGINEERING & DESIGN, LLC. OR BE HELD RESPONSIBLE FOR ANY INCURRED COSTS.
G. CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER OF RECORD PRIOR TO CONSTRUCTION.

DISCLAIMER

AS THE CLIENT/RESPONSIBLE PARTY, THE OWNER/BUILDER IS REQUIRED TO VERIFY THE FOLLOWING GENERAL CONCERNS THAT HIGH PLAINS ENGINEERING & DESIGN, LLC HAS REGARDING THE CONSTRUCTION OF THE PROJECT LOCATED AT THE ADDRESS INDICATED IN THE TITLEBLOCK.

1. VERIFY ACTUAL HOME OR ADDITION DIMENSIONS VERSUS THOSE PROPOSED ON HIGH PLAINS ENGINEERING & DESIGN, LLC'S FOUNDATION PLANS FOR THIS HOME OR ADDITION. CLIENT/RESPONSIBLE PARTY SHALL VERIFY ALL PROPERTY SETBACKS, EXISTING UTILITIES, AND EASEMENTS PRIOR TO CONSTRUCTION. IT IS NECESSARY TO REPORT ANY DESCREPANCIES TO HIGH PLAINS ENGINEERING & DESIGN, LLC, PRIOR TO CONSTRUCTION OR BE RESPONSIBLE FOR ADJUSTMENTS RESULTING IN IN-FIELD CORRECTIONS OR ADDENDUMS TO THE DRAWINGS.

2. THE HOME OR ADDITION PLANS MAY INDICATE BRICK OR STONE LEDGES, DOOR OPENING DEPRESSIONS (INCLUDES GARAGE DOORS, MAN DOORS, AND SLIDING DOORS), PORCHES, WALKOUT OR GARDEN LEVEL WALLS, BEAM AND COLUMN LOCATIONS, STAIRWELL OPENINGS, ETC. VERIFY ALL APPLICABLE ISSUES FROM THE HOME OR ADDITION PLANS TO THE FOUNDATION DESIGN.

3. FOR HOMES OR ADDITIONS THAT MAY HAVE A STAIRWELL PENETRATION, VERIFY STAIRWAY LOCATION, HEAD HEIGHT CLEARANCE, DIMENSIONS, AND STAIRWAY SUPPORT. ALSO VERIFY DIMENSIONS OF ANY BEAMS THAT ARE ADJACENT TO STAIRWAY OPENINGS.

4. CLIENT/RESPONSIBLE PARTY IS TO CONSTRUCT THE PROPER WALL SECTIONS AND STEP-DOWNS AS PER THE FINISHED SITE GRADES TO MAINTAIN THE DESIRED FINISH WALL HEIGHTS, FROST PROTECTION AND NECESSARY DRAINAGE REQUIREMENTS.

5. CLIENT/RESPONSIBLE PARTY SHALL VERIFY BEAM DIMENSIONS PRIOR TO CONSTRUCTION BEAM POCKETS.

6. CLIENT/RESPONSIBLE PARTY SHALL VERIFY LENGTH OF STEEL SUPPORT BEAMS. ANY SPLICE IN A BEAM SHALL OCCUR PER THE APPROVED PLANS.

7. CLIENT/RESPONSIBLE PARTY SHALL PROVIDE HIGH PLAINS ENGINEERING & DESIGN, LLC WITH A PRE-ENGINEERED TRUSS PACKAGE AND ALLOW A MINIMUM OF TWO WEEKS TO CHECK FOR INTERIOR BEARING AND GIRDER LOADS THAT MAY REQUIRE ADDITIONAL SUPPORTS IN THE FOUNDATION AND FRAMING DESIGN PRIOR TO CONSTRUCTION ANY FOUNDATION ELEMENTS.

8. IF REQUIRED, CLIENT/RESPONSIBLE PARTY SHALL BE RESPONSIBLE FOR LOCATING AND INSTALLING A SUMP PIT AND FOUNDATION DRAIN, AS WELL AS PROVIDE PROPER BELOW- GRADE DAMP-PROOFING TO ALL EXTERIOR FOUNDATION WALLS, WHERE REQUIRED BY CODE.

9. HVAC UNIT, PLUMBING AND ALL PIPING SHALL BE LOCATED AND INSTALLED BY CLIENT/RESPONSIBLE PARTY PER CURRENT BUILDING CODE STANDARDS. ANY HVAC OR PLUMBING DIAGRAMS INDICATED ON THESE HOUSE/ADDITION PLANS ARE SCHEMATIC IN NATURE ONLY AND ARE NOT COVERED UNDER THE SCOPE OF THESE DOCUMENTS.

10. IT SHALL BE INCUMBENT UPON THE CLIENT/OWNER/BUILDER OR RESPONSIBLE PARTY TO FOLLOW ALL DETAILS, FOUNDATION PLANS, AND FRAMING PLANS INDICATED ON THESE DRAWINGS. SHOULD VARIATIONS FROM WHAT IS SHOWN ON THE DRAWINGS OR VARIATIONS IN RECOMMENDED DESIGN OCCUR, HIGH PLAINS ENGINEERING & DESIGN, LLC MUST NOT BE HELD RESPONSIBLE.

11. ALL GARAGE DOOR JAMBS AND TRACKS (BY OTHERS) MUST HAVE A MINIMUM OF 1 1/2" SEPARATION FROM THE TOP OF GARAGE SLABS TO ALLOW FOR VERTICAL SLAB MOVEMENT AND THE GAP MUST BE MAINTAINED BY THE OWNER.

STRUCTURAL ABBREVIATIONS

APPROX	APPROXIMATE	LF	LINEAR FOOT
ARCH	ARCHITECT/ARCHTECTURAL	LG	LONG
		L.P.	LOW POINT
B/T	BETWEEN	LLH	LONG LEG HORIZONTAL
BLDG	BUILDING	LLV	LONG LEG VERTICAL
BOF	BOTTOM OF FOOTING		
BOS	BOTTOM OF STEEL	MAX	MAXIMUM
BOT	BOTTOM	MECH	MECHANICAL
BRG	BEARING	MIN	MINIMUM
CLR	CLEAR	NTS	NOT TO SCALE
CIP	CAST-IN-PLACE		
CMU	CONC MASONRY UNIT	OC	ON CENTER
COL	COLUMN	OD	OUTISDE DIAMETER
CONC	CONCRETE	OH	OPPOSITE HAND
CONT	CONTINUE, CONTINUOUS	OPNG	OPENING
CONSTR	CONSTRUCTION	OPP	OPPOSITE
CTR	CENTER		
CU FT	CUBIC FEET	PL	PLATE
CU IN	CUBIC INCH	PREFAB	PREFABRICATED
CU YD	CUBIC YARD	PSF	LBS PER SQ. FOOT
		PSI	LBS PER SQ. INCH
DBL	DOUBLE	P.T.	PRESSURE TREATED
DET	DETAIL		
DIA	DIAMETER	REBAR	REINFORCING STEEL BAR
DIM	DIMENSION	REINF	REINFORCE/REINFORCING
DWG	DRAWING	REQD	REQUIRE/REQUIRED
EA	EACH	SCHED	SCHEDULE
EF	EACH FACE	SIM	SIMILAR
EL	ELEVATION	SQ IN	SQUARE INCH
ELEC	ELECTRIC, ELECTRICAL	SQ YD	SQUARE YARD(S)
ENGR	ENGINEER	SS	STAINLESS STEEL
EQ	EQUAL	STD	STANDARD
EW	EACH WAY	STIFF	STIFFENER
EX	EXISTING	SYM	SYMBOL
EXP	EXPANSION		
EXT	EXTERIOR	T.O.C.	TOP OF CONCRETE
		T.O.S.	TOP OF STEEL
FIN FLR	FINISH FLOOR	T.O.W.	TOP OF WALL
FF	FINISH FLOOR	T&B	TOP AND BOTTOM
FT	FOOT/FEET	TYP	TYPICAL
FTG	FOOTING		
		UON	UNLESS OTHERWISE NOTED
GA	GAUGE		
GALV	GALVANIZED	VERT	VERTICAL
		V.I.F.	VERIFY IN FIELD
HORIZ	HORIZONTAL		
H.P.	HIGH POINT	W/	WITH
		WWF	WELDED WIRE FABRIC
JT	JOINT		

HIGH PLAINS
ENGINEERING & CONSULTING, LLC
www.hp-eng.com
555 MAIN STREET, HUDSON, CO 80642
303-857-9280

GENERAL NOTES

PICKLEBALL COURTS
RAILROAD PARK
PACIFIC AVENUE
FORT LUPTON, COLORADO
WELD COUNTY

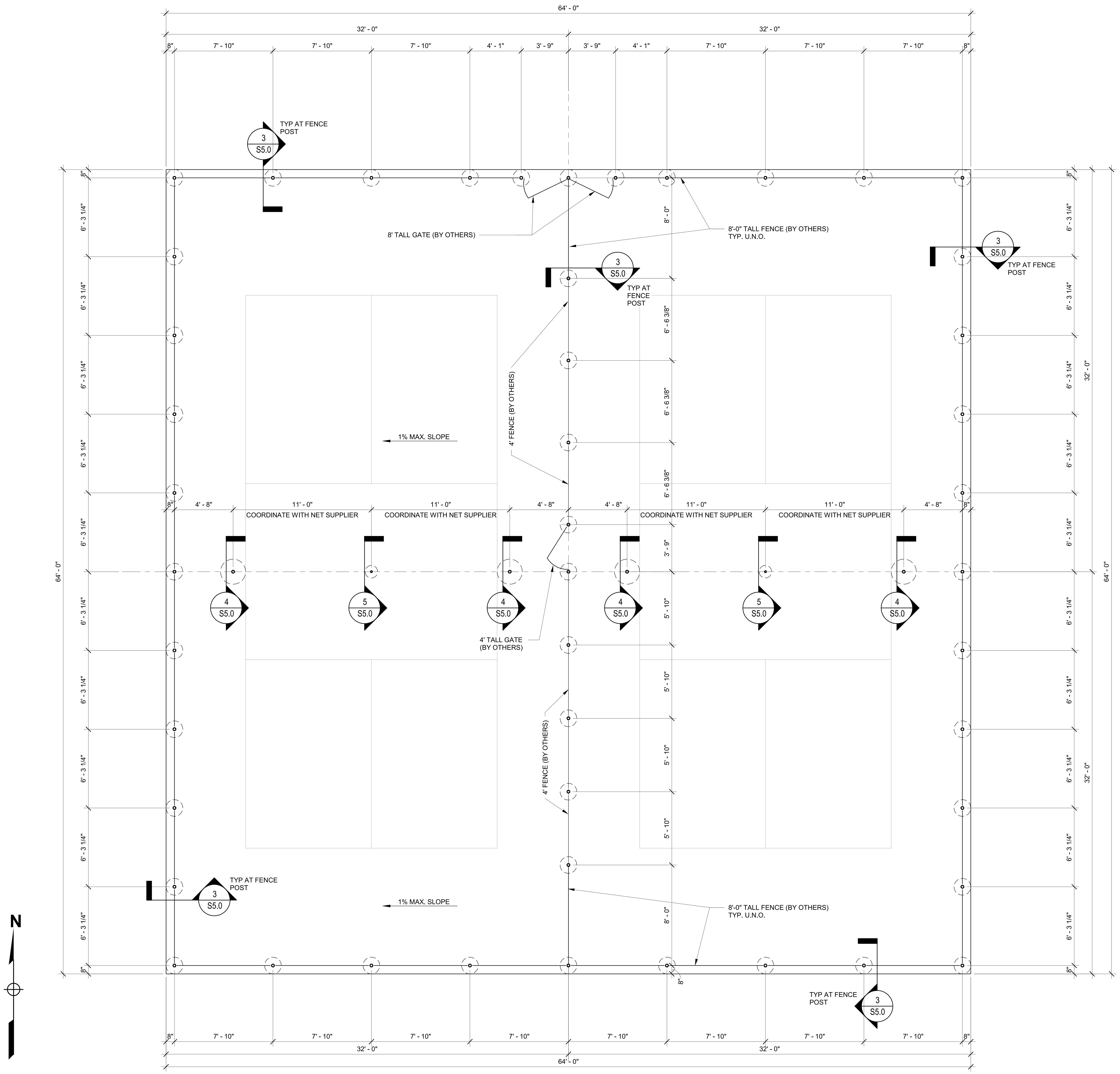
CERTIFICATION

COLORADO LICENSED
MEGAN K. SEACRIST
48926
03/03/2022
PROFESSIONAL ENGINEER

Δ	Date	Description
0	03/03/22	PERMIT SET

JOB NO.: 22-0006
DRAWN: MS
CHECKED: CV/DW
DESIGNER: MS
ISSUE DATE: 03/03/2022
SCALE: AS SHOWN

SHEET:
S0.1



1
S1.0

PICKLEBALL COURT PLAN

SCALE: 1/4" = 1'-0"

FOUNDATION PLAN NOTES:

1. SEE DRAWING S0.1 FOR GENERAL STRUCTURAL NOTES.
2. DO NOT PROVIDE CONTROL JOINTS IN COURT SLAB.
3. SLAB ON GRADE CONCRETE MIX SHALL HAVE A MAXIMUM ALLOWED 28-DAY SHRINKAGE LIMIT OF 0.035%.
4. ALL ADDENDUM OR REVISION DRAWINGS SHALL BE SUPPLIED TO ALL SUB-CONTRACTORS PRIOR TO CONSTRUCTION FROM THE DATE OF THE REVISION AND MOVING FORWARD.
5. ALL EXTERIOR PADS OR SLABS & SUPPORT OF FLATWORK THAT ARE NOT INDICATED ON THIS PLAN ARE NOT COVERED UNDER THE SCOPE OR RESPONSIBILITY OF THESE ENGINEERING DOCUMENTS NOR HIGH PLAINS ENGINEERING & CONSULTING, LLC.
6. ALL FINAL IRRIGATION AROUND THE PERIMETER OF THE FOUNDATION MUST BE A MINIMUM OF 5'-0" FROM THE EXTERIOR FACE OF ALL FOUNDATIONS.

DRAWING SCALE:

0 2' 4' 8'

SCALE: 1/4" = 1'-0"

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FOUNDATION PLAN

PICKLEBALL COURTS
RAILROAD PARK
PACIFIC AVENUE
FORT LUPTON, COLORADO
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S1.0

LAP SPLICE LENGTH					MINIMUM TENSION EMBEDMENTS			
BAR SIZE	SLAB AND WALL		BEAM		STD 90° HOOK		STD 180° HOOK	
ENGLISH	OTHER BARS	TOP BARS	OTHER BARS	TOP BARS	ldh	12db	ldh	4db
#3	12"	14"	12"	12"	5"	5"	5"	2"
#4	14"	19"	12"	15"	7"	6"	7"	2"
#5	18"	23"	18"	23"	8"	8"	8"	3"
#6	21"	28"	26"	33"	10"	9"	10"	3"
#7	35"	45"	43"	56"	11"	11"	11"	4"
#8	44"	57"	56"	73"	13"	12"	13"	4"
#9	54"	70"	66"	86"	15"	14"	15"	5"
#10	66"	86"	74"	96"	16"	16"	16"	6"
#11	79"	103"	82"	107"	18"	17"	18"	6"

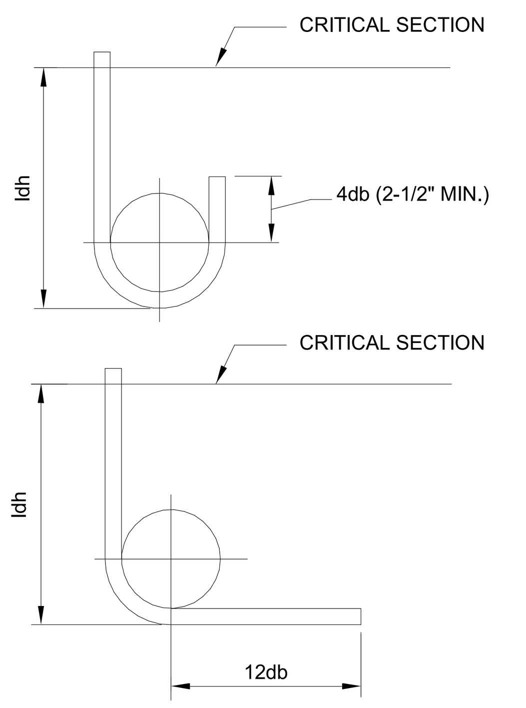
LAP SPLICE ASSUMPTIONS :

CONCRETE: 4000 PSI COMPRESSIVE STRENGTH (NORMALWEIGHT CONCRETE)

SLAB AND WALL: 6" MINIMUM REBAR SPACING WITH CONCRETE COVER =1.5" CLEAR

BEAM: MINIMUM CLEAR SPACING BETWEEN BARS = 1.5 db (1.5" MIN). MINIMUM CONCRETE COVER = 1.5" CLEAR. MINIMUM STIRRUP #4@12" PROVIDED.

TOP BAR: TOP BAR FOR SLAB AND BEAM SHALL BE DEFINED AS REINFORCEMENT SO PLACED THAT MORE THAN 12" OF CONCRETE IS CAST BELOW THE SPLICE.



STANDARD HOOK ASSUMPTIONS:

SIDE COVER SHALL NOT BE LESS THAN 2.5"
END COVER ON 90° HOOK SHALL NOT BE LESS THAN 2"

STANDARD 180° AND 90° END HOOKS

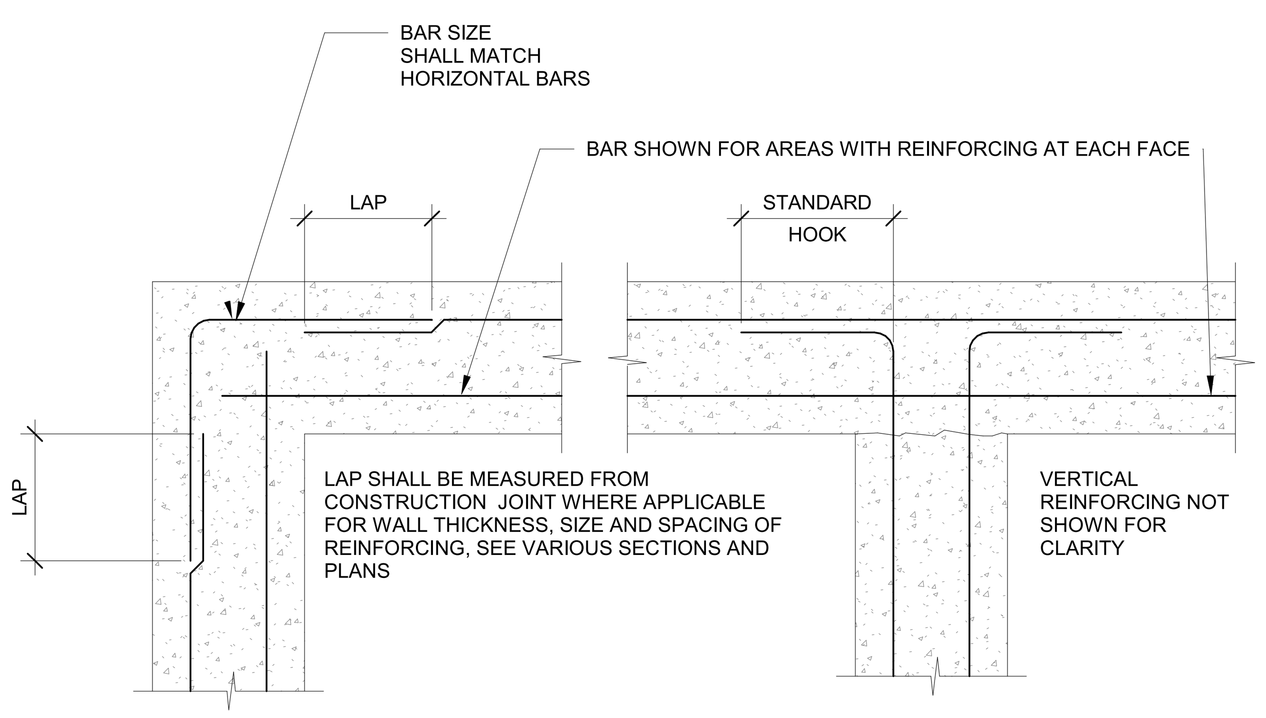
TENSION LAP SPLICE AND STANDARD HOOK LENGTH (ACI 318-16)

(NON-EPOXY COATED)

1 / S5.0

4500 LAP SPLICE

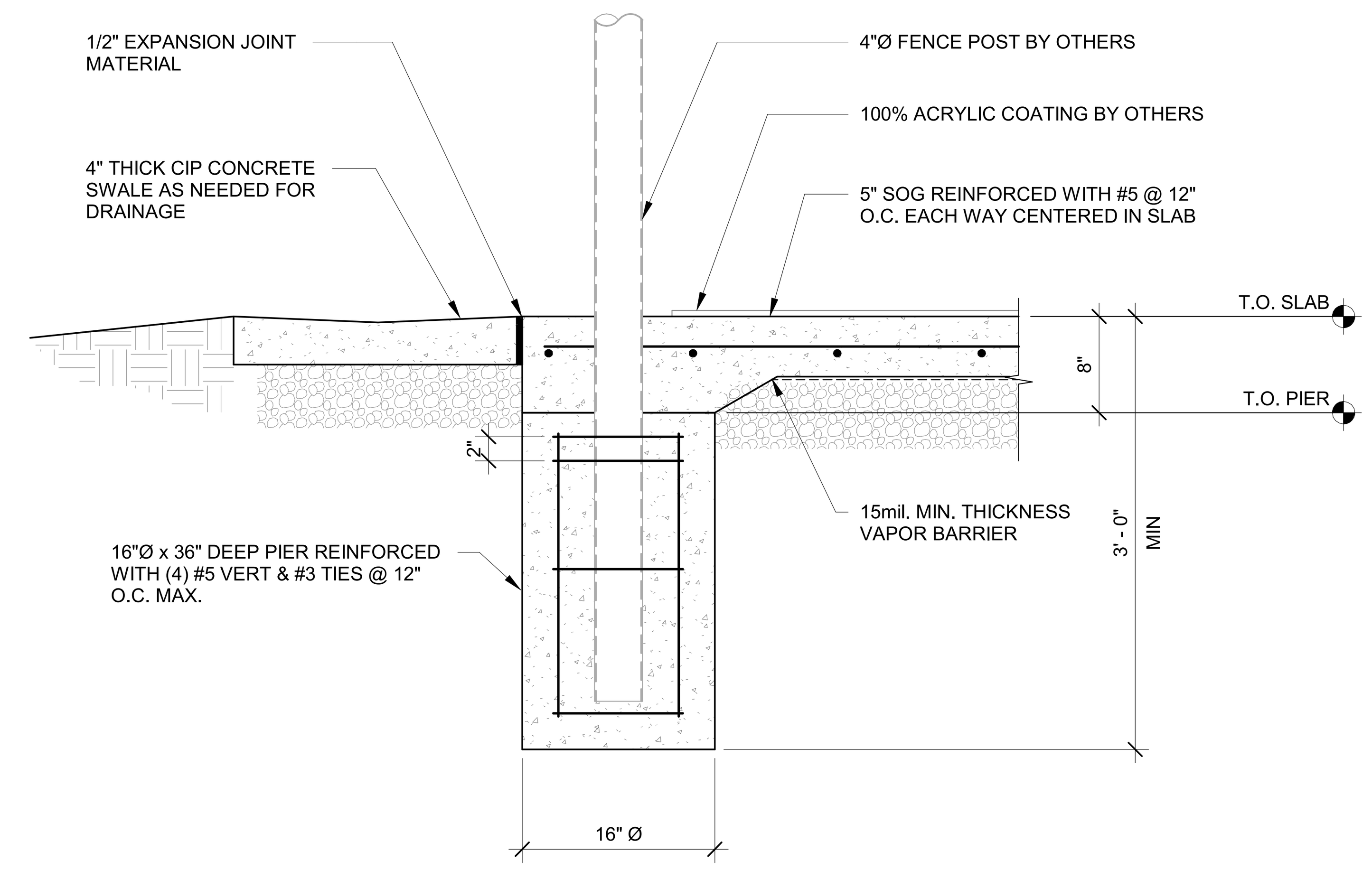
SCALE: 12" = 1'-0"



2 / S5.0

TYPICAL INTERSECTION REINFORCING

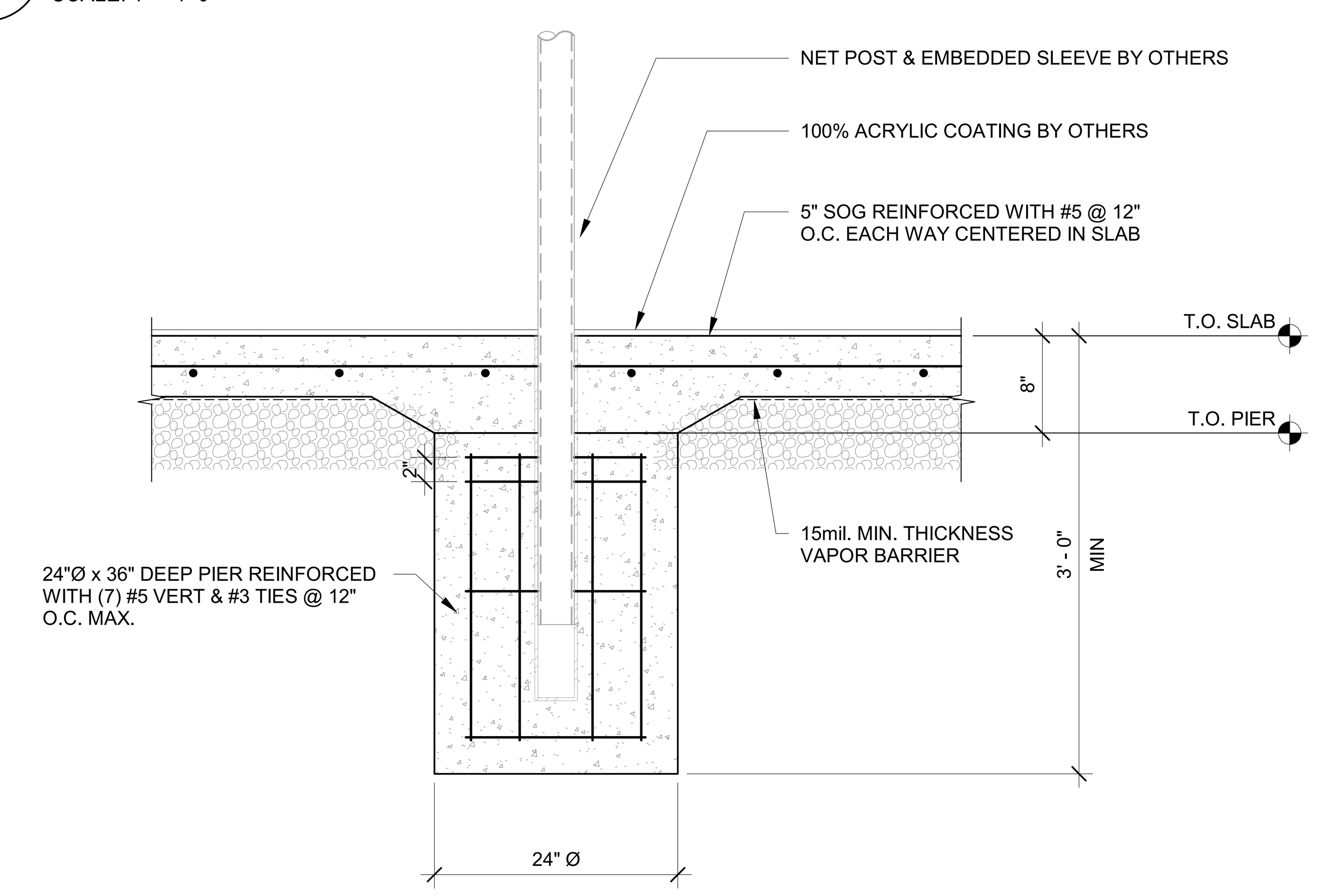
SCALE: 12" = 1'-0"



3 / S5.0

TYPICAL FENCE POST FOUNDATION DETAIL

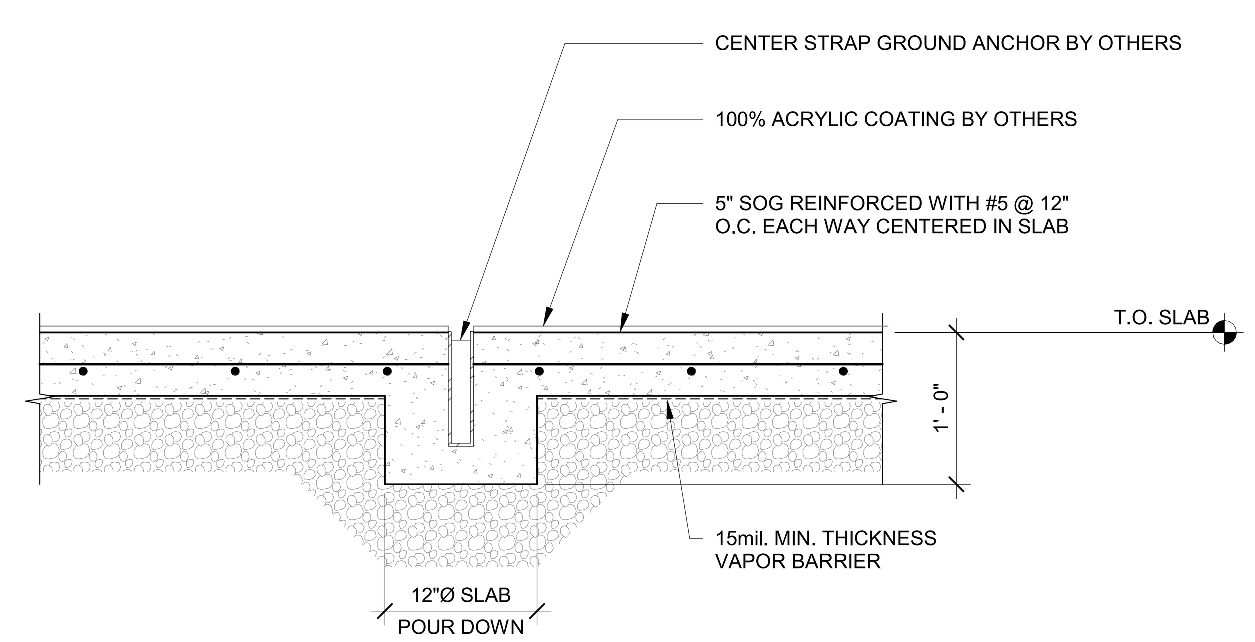
SCALE: 1" = 1'-0"



4 / S5.0

TYPICAL NET POST FOUNDATION DETAIL

SCALE: 1" = 1'-0"



5 / S5.0

CENTER ANCHOR FOUNDATION DETAIL

SCALE: 1" = 1'-0"

HIGH PLAINS
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555 MAIN STREET, HUDSON, CO 80642
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DETAILS

PICKLEBALL COURTS
RAILROAD PARK
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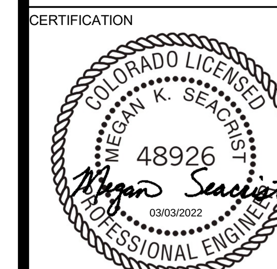
FORT LUPTON, COLORADO
WELD COUNTY

CERTIFICATION



Δ	Date	Description
0	03/03/22	PERMIT SET

JOB NO.: 22-0006
DRAWN: MS
CHECKED: CV/DW
DESIGNER: MS
ISSUE DATE: 03/03/2022
SCALE: AS SHOWN

SHEET:

S5.0

SUBJECT FOR DISCUSSION
Reject All Bids Received for the City Hall / Police Station Landscape Renovation Project.

SUMMARY STATEMENT/BACKGROUND DISCUSSION
Bid documents were advertised from April 16, 2025 with bid closing on May 19, 2025. Two bids were received with Soto Enterprises providing the low bid (however, scope of work was incomplete) as shown in the attached Bid Tabulation.

The one other bid received was significantly over budget.

Staff is evaluating the bid documents to determine altering project scope of work.

FINANCIAL CONSIDERATIONS
The 2025 budget does include this project.

LEGAL/POLITICAL CONSIDERATIONS
Not Applicable.

ALTERNATIVES/OPTIONS
A. Reject all bids, evaluate scope of work and rebid
B. Abandon project

STAFF RECOMMENDATIONS
Staff recommends rejecting all bids, reevaluating scope of work and rebid of the project.

Attachments: a. Bid Tabulation

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

FTL2025-006 City Hall/Police Station Complex Landscape Renovation Project

Monday, May 19, 2025

Vendor Name	Bid		
Soto Enterprises	17302.84		
Flinstones Landscape + Construction LLC	77500.00		
Kristin H. Kindle 5/19/25			
DOUG COOK 5/19/25			

City Council Meeting
Date: June 3, 2025
Staff: Mari Peña, City Clerk

AM 2025-075
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Assigning the Subdivision Improvements Agreement ("SIA) for the Cottonwood Greens PUD Filing No. 4 to LGI Homes Colorado, LLC ("LGI")

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On April 19, 2022, the City Council approved Resolution 2022R031 approving the Cottonwood Development Partners, LLC Subdivision Improvement Agreement of the Cottonwood Greens PUD Filing No 4.

Cottonwood Development Partners, LLC no longer holds ownership of the property and therefore has assigned the SIA to LGI Homes Colorado, LLC. LGI has signed the agreement and has continued to construct the improvements as listed within the agreement.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Staff seeks direction.

Attachments:
a. Resolution 2022R031
b. Public Works Initial Acceptance from LGI
c. New Resolution
d. SIA signed by LGI Homes of Colorado, LLC

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

RESOLUTION NO. 2022R031

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE COTTONWOOD DEVELOPMENT PARTNERS, LLC SUBDIVISION IMPROVEMENT AGREEMENT OF THE COTTONWOOD GREENS PUD FILING NO. 4, LOCATED IN FORT LUPTON, WELD COUNTY, COLORADO

WHEREAS, the City Council Resolution No. 2021R065 approved the Cottonwood Greens PUD Filing No. 4 with conditions November 2, 2021; and

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

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

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

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 19th DAY OF APRIL 2022.

City of Fort Lupton, Colorado

Zo Stieber-Hubbard, Mayor

CITY OF FORT LUPTON SEAL STATE OF COLORADO

Attest:

Mariela Peña

Mari Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY OF
Fort Lupton
EST 1836
COME PAINT YOUR FUTURE WITH US

Public Works

130 S. McKinley Avenue Phone: 303-857-6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

February 11, 2025

LGI Homes- Colorado, LLC
Kacy Flemons
2000 S Colorado Blvd
Tower 2, Suite 340
Denver, CO 80222

RE: Cottonwood Greens Filings 4:
Warranty Repairs/ Pavement Replacement/ Acceptance

Dear Mr. Flemons:

In accordance with the Public Improvements Agreement approved on April 19, 2022 the City did a walk-through inspection of Cottonwood Filings 4 Subdivision public improvements. As-Built drawings have been received as of December 22, 2024. Confirmation of materials testing has been received.

Construction of on-site improvements are deemed complete. The construction costs associated for bonding purposes are Construction value of Public Improvements for Filing 4 are $1,634,365.00. The construction costs associated for bonding purposes for Public Improvements are $408,591.25 (25% of cost) for the duration of the 2-year warrantee period expiring on January 6, 2026. During construction of the waterline and tapping of the water services lines the Contractor, Nelson Pipeline, had waterline breaks in May and June of 2024. It was determined that the pipe was over deflected and high deflection couplings were installed at various location to relieve the stress on the pipe contributing to the waterline breaks. If further issues with waterline breaks are experienced in Filing 4 an extension of the warranty period will be required.

Construction estimate for landscape (open space) improvements not complete at this time is $896,739.64. The bonding requirement of $1,120,924.55 for unfinished improvements (125% of estimate) will be required at time of 31st building permit issuance, IAW paragraph 3.4 of the Subdivision Improvements Agreement.

The following items will remain to be address:

- Meter Vault lids
- Sidewalk at inlet on College Ave needs two stones replace
- Mill and overlay for the entire College Ave patch

The **Two Year Warranty Period** will begin effective January 6, 2025.

Please call me if you have any questions at 720-466-6191.

Sincerely,

David Rausch P.E.
City of Fort Lupton
City Engineer

NOTICE OF COMMENCEMENT OF WARRANTY

Contractor has certified to the applicable City officials in writing that the scope of work pursuant to agreement dated **July 22, 2020** has been completed in conformance with the terms and conditions of said Public Improvements Agreement. City officials have confirmed the scope of work set forth in the contract has been completed by Contractor.

The confirmation of completion date is hereby identified as **March 31, 2022**. Accordingly, the commencement of warranty date and 25% bond shall remain in effect during the 2-year warranty period through **March 31, 2024**.

This Notice of Commencement of Warranty is given this 17th day of April, 2022.
CITY OF FORT LUPTON, COLORADO

PUBLIC WORKS DIRECTOR

RESOLUTION NO. 2025R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE ASSIGNMENT OF SUBDIVISION IMPROVEMENTS AGREEMENT OF THE COTTONWOOD GREENS PUD FILING NO. 4, TO LGI HOMES COLORADO, LLC

WHEREAS, the City Council Resolution No. 2021R065 approved the Cottonwood Greens PUD Filing No. 4 with conditions November 2, 2021; and

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

WHEREAS, Developers have since sold the property to LGI Homes Colorado, LLC; and LGI Homes Colorado, LLC, has since been constructing certain public improvements listed as the conditions of the agreement; and

WHEREAS, the City Council finds that the Subdivision Improvement Agreement maintains 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 hereby accepts the assignment of the Subdivision Improvements Agreement of the Cottonwood Greens PUD Filing No. 4 to LGI Homes Colorado, LLC.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 3RD DAY OF JUNE 2025.

City of Fort Lupton, Colorado

____

Zo Hubbard, Mayor

Attest:

____

Mari Peña, City Clerk

Approved as to form:

____

Andy Ausmus, City Attorney

Fort Lupton
COLORADO

Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621
Phone: 303.857.6694
Fax: 303.857.0351
www.fortluptonco.gov

SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
COTTONWOOD GREENS PUD FILING NO. 4

THIS AGREEMENT is made and entered into this 19 day of March, 2025 by and between the **CITY OF FORT LUPTON**, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **LGI HOMES COLORADO, LLC**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, the Developer submitted a Planned Unit Development for this Subdivision entitled "Cottonwood Greens Filing No. 4 Final PUD Plat, Case No. LUP2021-0019" (the "PUD"), which PUD depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the PUD, which is the "Subject Property"; and

WHEREAS the PUD was approved by the City of Fort Lupton City Council on November 2, 2021 by Resolution No. 2021R065 with condition of approval I.G. requiring a Subdivision Improvements Agreement; and

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

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

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

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

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

1.7 <u>Testing and Inspection.</u>

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

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit and retain a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s), of the construction and installation of such improvements before construction may begin. The City

Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

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

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

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

1.9 Insurance. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance.

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

2.0 CONSTRUCTION OF IMPROVEMENTS

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

3.0 INFRASTRUCTURE IMPROVEMENTS

3.1 Public Improvements

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

3.2 Non-Potable Water Public Improvements

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

3.3 Offsite Infrastructure Improvements

The Developer agrees to participate in the construction of certain improvements located outside of the Subdivision (the "Offsite Improvements"). The Offsite Improvements are summarized as follows:

9th Street outfall storm sewer (based on detention release rates).

9th Street improvements - Frontage along 9th Street (sidewalk, street improvements)

Cost share of 9th Street project is $163,980.72

3.4 LANDSCAPE, PARK AND TRAIL IMPROVEMENTS

The Developer agrees to construct certain Landscape, Park and Trail improvements located within the Subdivision (the "Landscape, Park and Trail Improvements") per the approved P.U.D. referenced as **Exhibit "C"** attached hereto and fully incorporated herein by this reference, as part of the Improvements. No more than thirty (30) building permits for lots within any phase of development shall be issued until the Landscape, Park and Trail improvements for that phase of development are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Landscape, Park and Trail Improvements as shown on **Exhibit "C"** for improvements that do not have construction acceptance at the time of application for the thirty-first (31st) building permit. It is understood by the City that Developer may, at its sole discretion, chose to provide Landscape, Park and Trail Improvements beyond those committed to in this Agreement and depicted on **Exhibit "C"**. City agrees that should Developer chose to provide additional improvements, said improvements shall be reviewed and approved by City staff and not subject to further approval by City Plan Commission or City Council.

4.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans and specifications. All streets within the Subdivision shall be constructed to City Standards and Specifications per the approved Construction Plans and in conformance with the approved site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. Detention pond improvements will be required to be constructed along with all other Improvements and in conformance with the approved drainage study for the Project.

5.0 OTHER REQUIREMENTS

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

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

5.3 Colorado Big Thompson (CBT) Water Shares or Equivalent. Developer agrees to dedicate to the City the appropriate water required by the applicable City Codes and regulations and deliverable to the City Water Treatment Plant at the time of development. The City has verified that the property is included within the Northern Colorado Water Conservancy District and Municipal Sub-District. The Developer may, at its discretion, elect to pay cash-in-lieu to the City to satisfy the CBT water dedication requirement. Said cash-in-lieu payments will be made on a per-lot basis at the time of Final Plat recordation. Dedicated CBT water shares shall remain attached to platted lots.

5.4 Equivalent Shares. The City herein agrees that the Developer may satisfy the CBT Water Shares or equivalent requirement of Paragraph 6.3 by purchasing equivalents via cash-in-lieu at a cost of 20% of current market price for one share of CBT or $10,000 (whichever is more) per dwelling site, in accordance with Resolution No. 2015R008, in accordance with the Cottonwood Greens Subdivision Agreement executed on July 22, 2020. The market price per CBT water share per agreement is $55,000. For the purpose of this agreement, the cash-in-lieu price per platted lot shall be $11,000 (20% of $55,000) under the condition that Developer constructs a non-potable water system pursuant to paragraph 3.2 of this agreement. Water for this subdivision is required at time of Plat recordation. The term of expiry for purchase of the Equivalent Shares Offer per this Paragraph shall remain May 1, 2023. Any remaining lots to be platted at the expiration of the term shall be subject to the requirements of Paragraph 5.3 for satisfaction of CBT water dedication requirements at then current share price.

6.0 MISCELLANEOUS TERMS

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

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

6.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

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

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

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

DEVELOPER:
LGI HOMES COLORADO, LLC
1450 Lake Robbins Dr., Ste 430.
The Woodlands ,TX 77380-3294

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

6.6 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.

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

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

CITY OF FORT LUPTON, a Colorado municipal corporation

By: ______________________________
Zo Stieber
Mayor

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this 25 day of March 2025, by Zo Stieber as Mayor of the City of Fort Lupton, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: ~~KD~~ KD 3/25/2026

____
Notary Public

LGI HOMES COLORADO, LLC, a Colorado Limited Liability Company

____
By: LGI HOMES COLORADO, LLC.
Ryan Cohn, Officer

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this 19 day of March 2025, by Ryan Cohn, Officer of LGI HOMES COLORADO, LLC,

WITNESS my hand and official seal.
MY COMMISSION EXPIRES: 4/1/28

Tammy West
Notary Public

TAMMY WEST
Notary Public
State of Colorado
Notary ID # 20204012281
My Commission Expires 04-01-2028

8

City Council Meeting
Date: June 3, 2025
Staff: Roy Vestal, Public Works Director

AM 2025-071
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve Purchase of 2026 HV515 SFA International Dump Truck From McCandless Truck Center LLC for an Amount Not to Exceed $346,415.89 from the Public Works Streets General Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The full-size dump truck is needed by Public Works (PW) for maintaining the City's streets, clean-up days transporting debris to the PW shop area and transporting materials for construction repairs to the PW shop area and job sites. The existing 2013 Freightliner CNG dump truck will be replaced with the new truck. The CNG truck was purchased in 2012 with a CMAQ grant and has had multiple issues of leaking fuel tank, problematic cold weather operations and lack of CNG fueling stations. The CNG truck has over 16,000 miles.

McCandless Truck Center is a SourceWell provider with preferred government pricing. The pricing of this truck is based on The City & County of Denver Master Supplier Contract No. SC-00003211, which provides a better price than the direct SourceWell pricing. The truck can be delivered to the City within 270 days.

FINANCIAL CONSIDERATIONS

The 2025 General Fund budget Streets CIP includes $350.000 for a new dump/plow truck.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

A. Approve purchase
B. Don't approve
C. Look for other vehicles

STAFF RECOMMENDATIONS

Staff recommends the purchase of the International truck form McCandless Truck Center for not to exceed $346,415.89.

Attachments: a. Quotation McCandless Trucks

Certification of Council Approval:
Ordinance No. _______________ ______________________________ ___________
Resolution No. _______________ City Clerk Date

O.J. WATSON EQUIPMENT Since 1912

O.J. Watson Company, Inc.
5335 Franklin Street
Denver, Colorado 80216
303-295-2885 or 800-332-2124
Fax: 303-296-8049
www.ojwatson.com

Quotation

FORTLUP
Customer: City of Fort Lupton
130 S Mckinley Ave
Fort Lupton CO 80621

Contact: Mr. Anthony Gomez
Phone: 303.857.6694
2nd: 303.994.7613
Email: agomez@fortlupton.org

10' Plow

Salesperson: Gary Werning

Quote Number: MRE1936
Quote Date: 5/14/2025
Quote valid until: 6/12/2025
Revision Number: 0

Work Order:

Build Information:

Year / Make / Model	2026 International HV515	**End User**	City of Ft. Lupton
Cab Configuration	REGULAR	**Unit #**	
Fuel Type	DIESEL	**Item / PO#**	
CA / CT			
Rear Axle	TANDEM		

Quoted Items:

Description of Work

O.J. Watson Company, Inc. is pleased to submit the following quotation in accordance with the City of Fort Lupton specifications and pricing in accordance with the OJW / City & County of Denver Master Supplier Contract No. SC-00003211 including:

DUMP BODY:

350,000 Budgeted
100-3100-57500

Furnish and install -1- new Crysteel 15-foot dump body:

Sourcewell
270 days
1 yr. day of delivery

- DES-SLTS -87/99-1500-14Y-M63153 -58/42/54
- Body Length: 15'-0"
- *Body ID: 87*
- Body OD: 99
- Hoist Mounting Type: Bailmount
- Hoist Model: M63153DA
- Font Style: STRAIGHT
- Side Style: SINGLE PANEL W/RUBRAIL/PRESSED HORIZONTAL
- Rear Style: STRAIGHT
- Frame Style: 8 WESTERN TUBULAR
- Cross member Type: NA
- Cross member Spacing: NA
- Front Height: 58
- Side Height Front: 42
- Side Height Rear: 42
- Rear Height: 54
- Front Material: 7GA A1011 STEEL
- Side Material: 7GA A1011 STEEL
- Rear Material: 7GA A1011 STEEL
- Floor Material: 1/4 AR450 STEEL
- Frame Material: 1/4 A1011 STEEL-1/4 A1011 STEEL
- Outer Side Material: 7GA A1011 STEEL
- Rear Pillar Width: 24
- Tailgate Release Type: AIR
- Tailgate Hinge Type: 1.5 THICK / 12 OFFSET
- Tailgate Thickness: 2.5

O.J. WATSON EQUIPMENT Since 1912

O.J. Watson Company, Inc.
5335 Franklin Street
Denver, Colorado 80216
303-295-2885 or 800-332-2124
Fax: 303-296-8049
www.ojwatson.com

Quotation

Description of Work

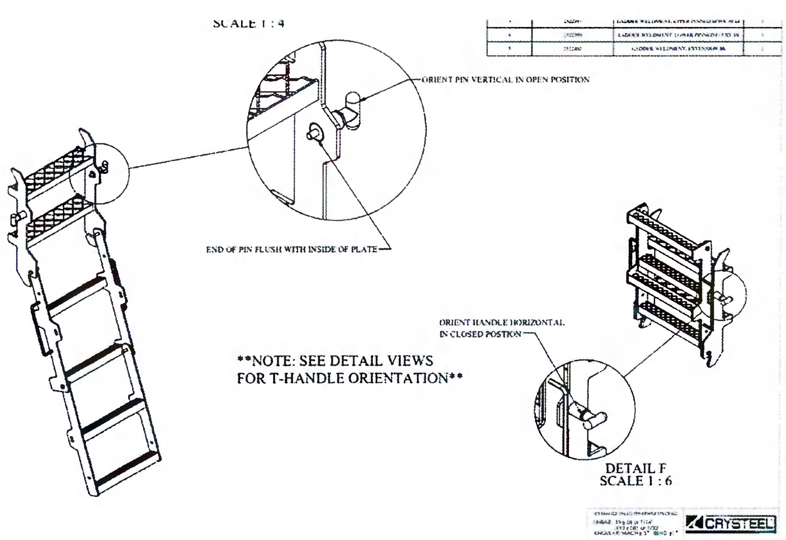
- Tailgate Bracing Style: FULLRIB
- ***Patch gate: CENTER Sliding with off-set handle***
- Left Rear Ladder: FOLDING drop ladder
- Side Vertical Quantity: 0
- Side Vertical Style: NA
- Front Brace Quantity: 1
- Chain Slot Bracket Type: BANJO
- Rear Pillar Rubrails: REAR PILLAR/PILLAR CAP/RUBRAIL
- Prime Body: FLOOR/UNDERSTRUCTURE
- Rear Light Cutouts: 3 OVALS
- Light Carton: LESS LIGHTS
- 3/4" marker cutouts above and side of ovals
- ***1 oval cutout on side of rear pillars***
- ***Weld-on cab shield with 4 oval cutouts with covers, -2- facing forward and -1- on each side of cab shield***

DUMP BODY MISCELLANEOUS ITEMS:

- Removable rear mud flaps and brackets
- Front of tandem stainless-steel splash guards with rear flap holster
- Four -4- steel winch assemblies
- Steel winch bar holster installed on front of body streetside
- Shovel holder front, both sides
- ***12" HD 7 gauge spill apron - BOLT on –***

FOLDING LADDER:

- STREETSIDE rear double fold ladder assembly



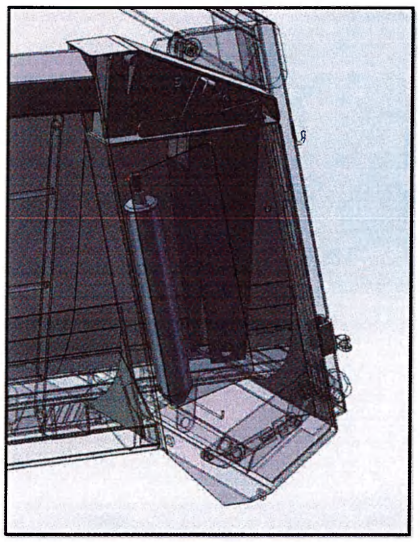
O.J. Watson Company, Inc.
5335 Franklin Street
Denver, Colorado 80216
303-295-2885 or 800-332-2124
Fax: 303-296-8049
www.ojwatson.com

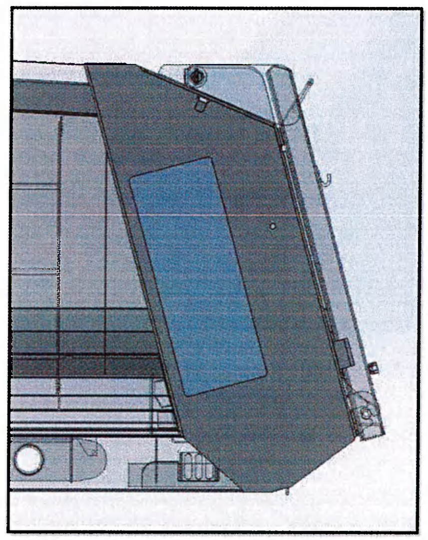
Quotation

Description of Work

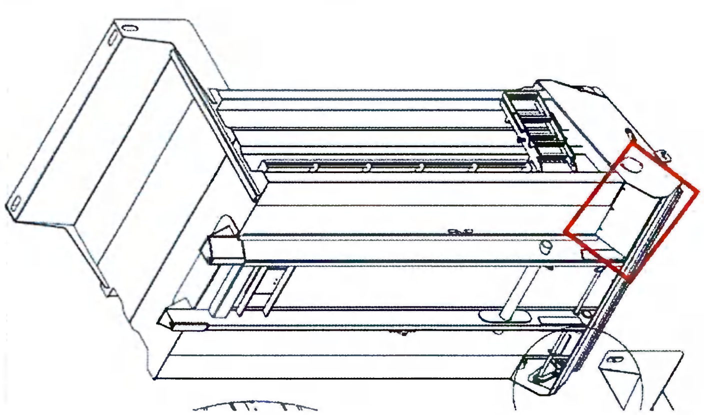
HIGHLIFT GATE KIT:

- Power HIGHLIFT Tailgate: AIR WITH VALVE KIT including:
- MANUAL shutoff valve located in airline adjacent to truck air tank shutting off air supply to high lift gate cylinders when tailgate not installed during winter snow season
- In line FLR kit
- Two MAC control valves servicing high lift cylinders, one (1) located in the CURBSIDE rear pillar and one (1) located in the STREESTIDE rear pillar
- ATG & High-Lift gate are to be actuated from MTE IN-Power switch panel
- Enlarged high lift gate cylinder access panel, both curbside and StreetSide providing full access to air cylinder





- Steel asphalt covers located below rear body section as shown



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EQUIPMENT
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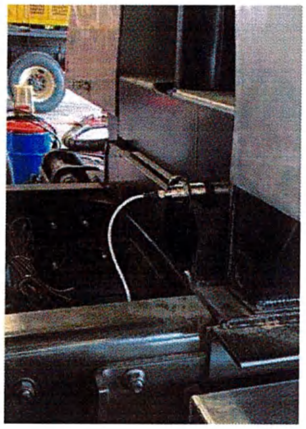
www.ojwatson.com

Quotation

Description of Work

- Body up light to be actuated from a proximity sensor in lieu of whisker switch



TARP:

- Pull tarp electric tarp assembly with asphalt rated tarp with steel housing
- Tarp must maintain a minimum of 1/2" clearance from body side while operating

PAINT:

- Blast and finish paint WHITE with patented Crysteel Z-Coat
- Blast and finish paint underbody BLACK with patented Crysteel Z-Coat
- Rustproof longsills

MISCELLANEOUS ITEMS:

- Weight slip -2- copies
- VIN Verification
- DOT inspection
- Conspicuity tape installed down each of dump body on lower rub rail and around perimeter of tailgate
- Delivery to City of Ft. Lupton facility
- Mechanical in-service training on all OJW supplied equipment
- Operator in-service training on all OJW supplied equipment
- Follow up in-service training at 90-day point +

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EQUIPMENT
Since 1912

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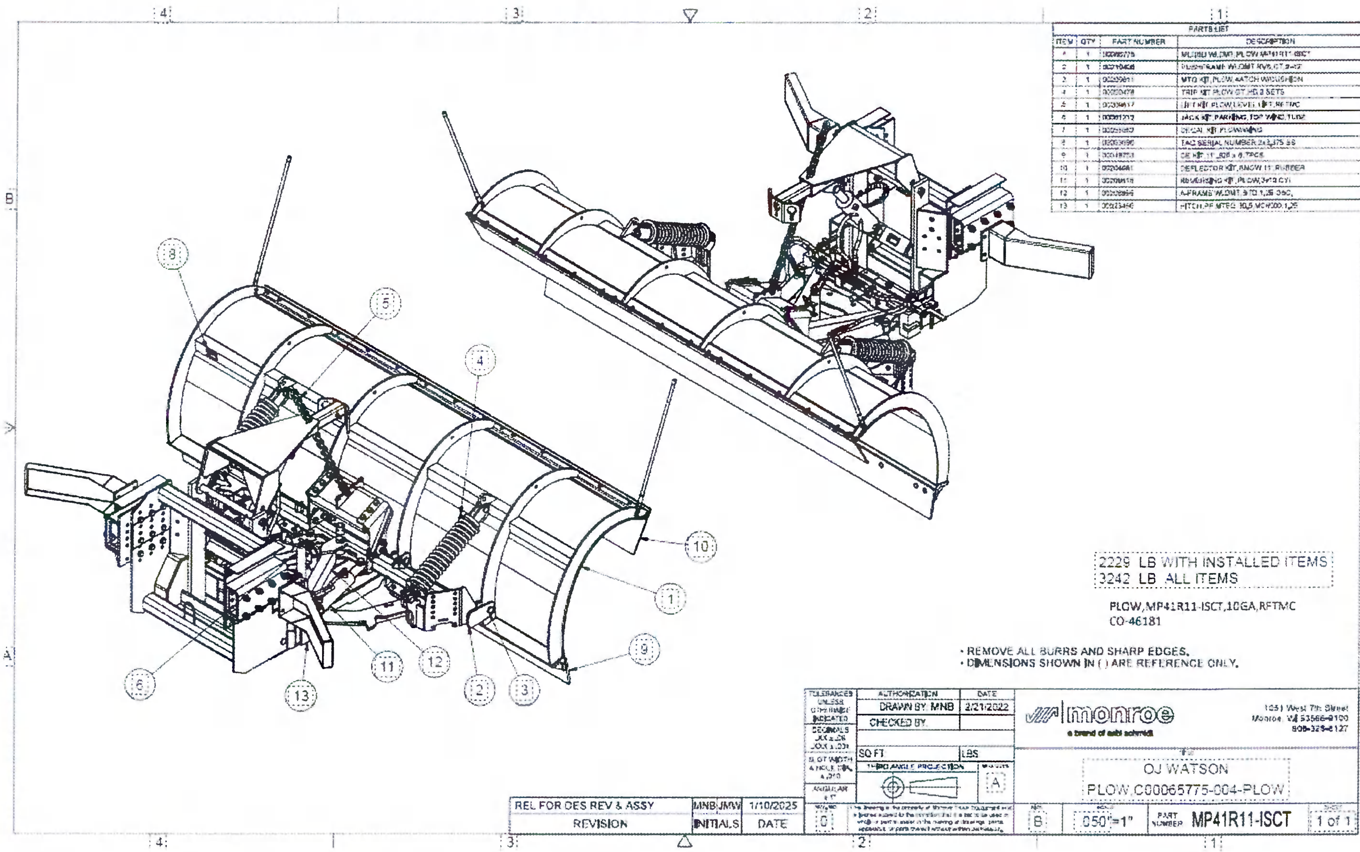
Quotation

Description of Work

SNOWPLOW:

Monroe 11' MTE Full Moldboard Trip Reversible Plow w/ Integral Shield (MP41R11-ISCT)



- 41" Tall 11' Long (Straight Moldboard)
- 10 Gauge Roll-Formed Moldboard
- (6) One-Piece 1/2" Flame-cut Tapered Ribs
- Dual Compression Trip Assemblies
- (2) 3" X 10" Double Acting Cylinders w/ Cushion Valve
- Built-In Level Lift
- Stress-Proof Machined & Plated Pins
- 14" Push Height
- All Components & Moldboard are 100% Continuously Welded
- Moldboard is Shot-Blasted & Powder-Coated Orange
- Push-Frame & Components Shot-Blasted & Powder-Coated Black
- ***Rubber snow deflector kit***
- ***Parking Jack***
- ***36" Guide markers***
- ***Monroe Plow Portion Hitch: Quick Hitch MC6000***

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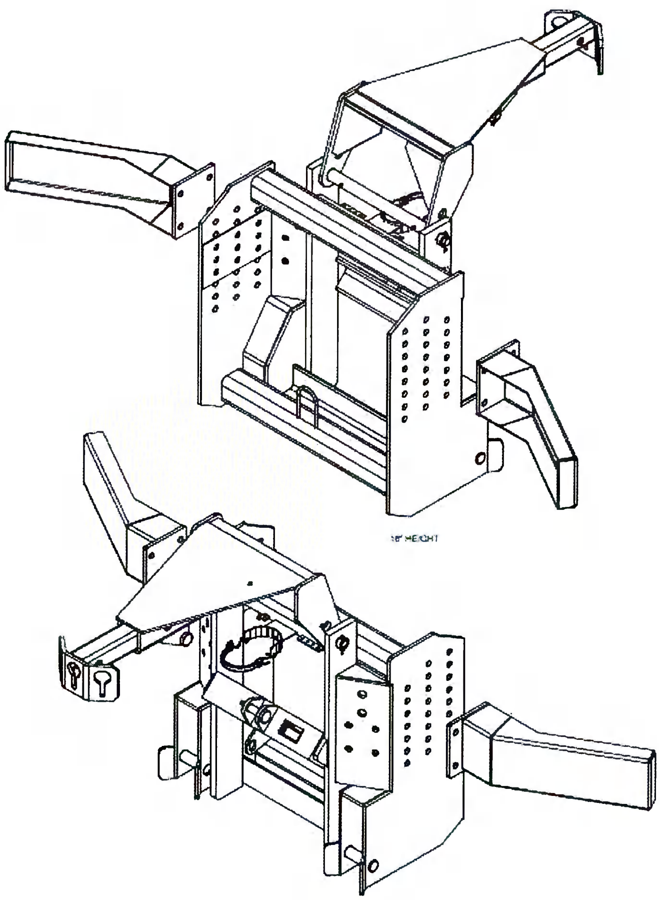
Description of Work

TRUCK HITCH:
MTE Truck Portion Quick Hitch (Manual Tilt), MC7090

- 4" X 10" DA Lift Cylinder
- Bumper wings
- BLACK powder coat paint
- Mounted to truck frame with ten (10) ¾" grade 8 bolts torque to factory specifications



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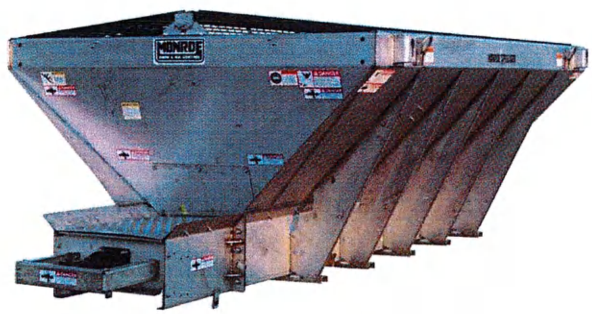
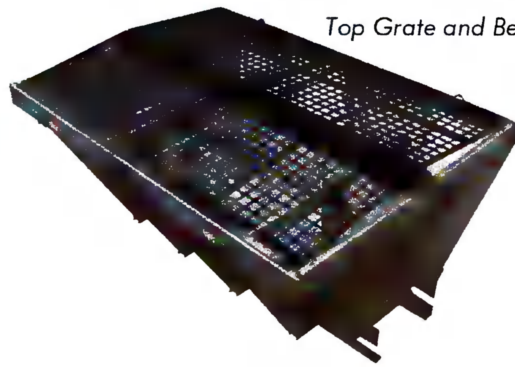
Description of Work

V- BOX SANDER:





Top Grate and Beam

Monroe MCV V-Box Spreader (180-84-56)

- 15' Length, 84" Width, 56" Height
- 10 Ga. 201 Stainless Steel Hopper w/ 45 Degree Sloped Sides
- 10 Ga. Side Gussets on 24" Centers
- 7 Ga. Longmembers
- 7 Ga. Bolt-On Tail Section
- 3" Channel Bottom Crossmembers
- 100% Continuously Welded Inside & Outside
- Tail Kit: 7 Ga. X 24" Long, Bolt-On
- Rear Cover Panel: 10 Ga., Bolt-On
- Drive Kit: Planetary w/ Speed Sensor
- Lift Loops: Side Mount
- Bolt-In 7 Ga. Formed Auger Trough
- 7" OD LH Steel Step Flighted Dual Augers
- Top Grate Lock-Out Kit: Bolt-Down
- Support Beam
- Top Grate Kit w/ SS Hardware
- SS Inverted V
- SS Tip-Up Spinner Assembly: 10 Ga. SS w/ 20" Poly Disc
- Bearing Grease Extension Kit, FR/RR

LEG KIT:

- Stainless steel Leg Kit: Self-Loading

LADDER:

- Stainless steel rear fold up ladder

WORK/SPINNER LIGHT: (Also listed within Lighting section)

- One (1) Clear Spinner work lights, wired to OEM up-fitter switch

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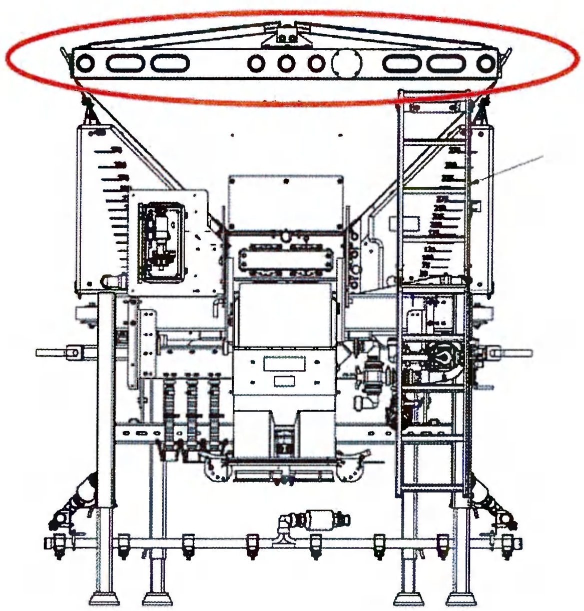
Description of Work

REAR LIGHT BAR:

TOVAR light bar mounted on the back of the V-Box sander including: (Also listed within Lighting section)

- Marker lights
- Stop-tail-turn lights
- Two (2) AMBER strobes



TIE DOWN KIT:

Steel winches mounted outside of dump body sides including:

- Strap kit
- Winch ratchet bar
- Ratchet bar holster mounted to body front head-sheet

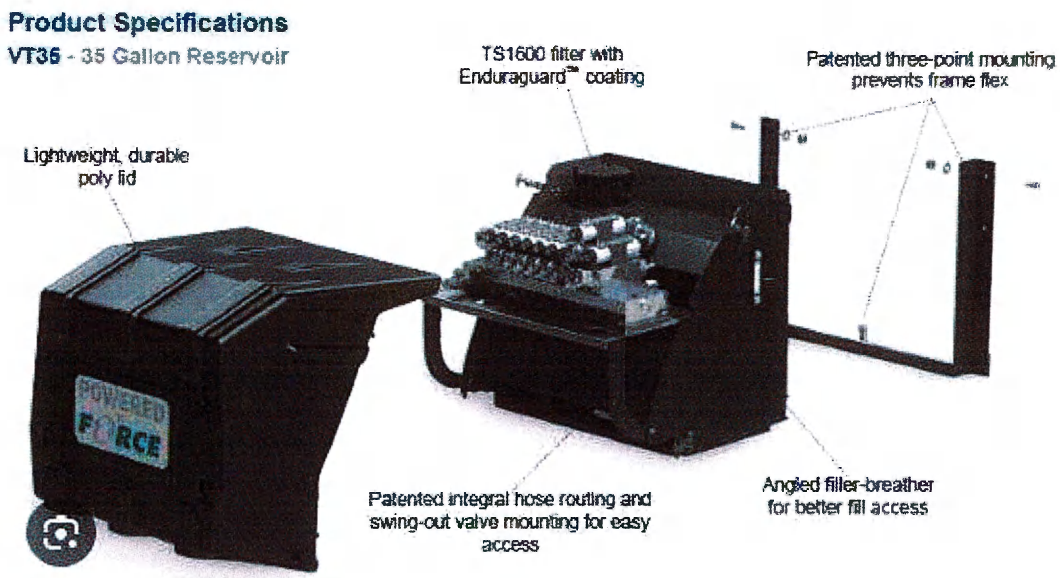
Description of Work

FORCE AMERICA HYDRAULICS:

Furnish and install the following FRONT CRANK drive Force America hydraulics system including:

PUMP:
- 620 series Eaton Pump 5.98 CID with fitting kit
- 26" driveline kit with flange yokes

VT35 GEN 2 Tank Details:
- Temp/Level sender 158 degrees F
- 30-gallon capacity
- Slosh shield
- Full port 2" brass ball valve 600 psi



Valve Details:
- Double acting hoist
- Double acting plow lift with integrated power float
- Double acting plow angle
- 0-14 GPM auger
- 0-7 GPM spinner
- Includes JIC fittings

Electronic Control Details:
- Floor mounted MPJC-5100EX-3-ULTRA controller
- Dual axis joystick for plow with push button for spreader standby
- Single axis joystick for hoist control with interlock push button
- Auger feedback kit
- Integrated low oil override

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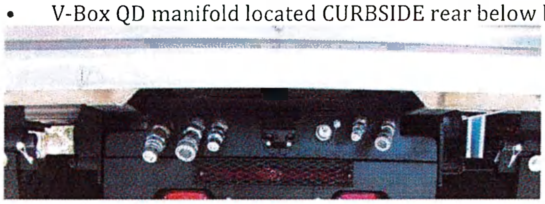
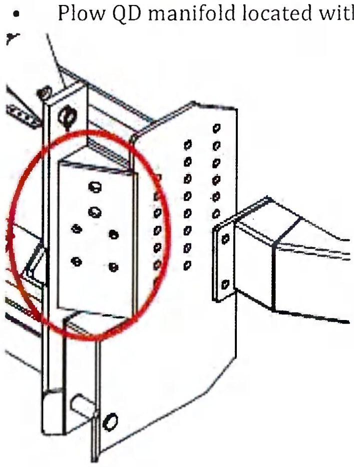
Description of Work

Miscellaneous Items:

- Hydraulic lines to rear of dump body to ALL be stainless steel hard lines with jumper hoses where applicable
- V-Box QD manifold located CURBSIDE rear below body

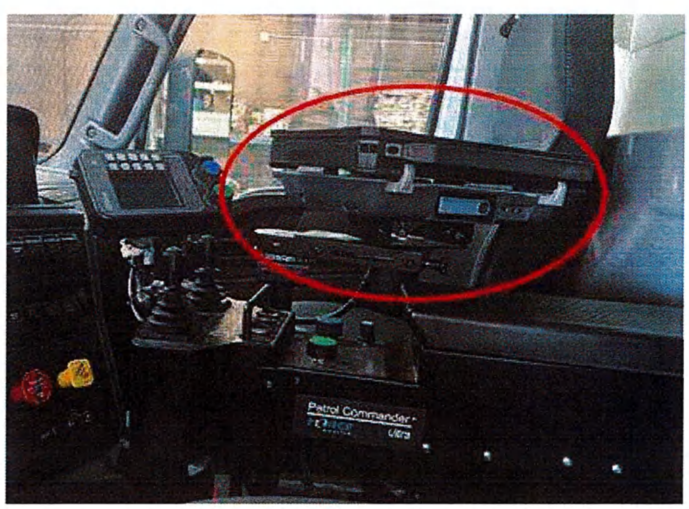


- Plow QD manifold located within front plow hitch CURBSIDE



- Required hydraulic oil
- System check

RAM MOUNT:
Furnish and install one (1) RAM mount for HEAVY DUTY truck application



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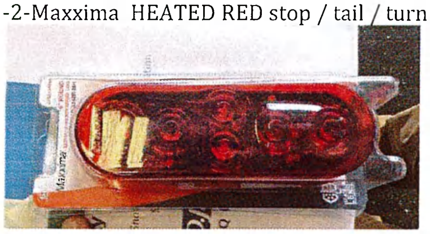
Description of Work

LIGHTING:

Furnish and install the following lighting package including:
PLOW LIGHTS:
Snowplow lights, ECCO model 4009 HEATED LED with fender mounted brackets ***wired to OEM plow light switch on dash***

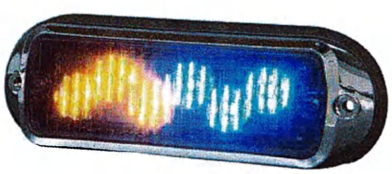
STOP-TAIL-TURN-BACK UP:
- -2-Maxxima HEATED RED stop / tail / turn LED lights mounted in rear bolster ***** For asphalt operations *****



- -2- WHITE back up lights LED recessed in the rear bolster
- -4- RED 3/4" LED clearance lights, -2- per side installed in rear body pillars to conform to DOT standards
- Signal Stat model 6050 or approved equal LED style 3-ID light, wired to include stop/tail & turn installed on cover plate between frame rails

WHELEN:
- Whelen linear DOT LED lighting system ran from the cab of the truck to each light without the use of a junction box.
- All light connections will have Deutsch connections. All wiring will be run with TPR-cables.

Strobe Lights:
- -2- AMBER/BLUE LED lights with CLEAR lens recessed in the curbside of the cab shield -1- front and -1- side
- -2- AMBER LED lights with CLEAR lens recessed in the streetside of the cab shield -1- front and -1- side
- -1- AMBER/BLUE LED light with CLEAR lens, mounted in the curbside rear bolster, facing sideways
- -1- AMBER/BLUE LED light with CLEAR lens recessed in the curbside rear bolster, facing rear
- -1- AMBER LED with light with CLEAR lens mounted in the streetside rear bolster, facing sideways
- -1- AMBER LED style light installed on streetside of dump body rear pillar, facing rear



Description of Work

TOVAR light bar mounted on the back of the V-Box sander including: (Also listed within Lighting section)

- Marker lights
- Stop-tail-turn lights
- Two (2) AMBER strobes

WORK/SPINNER LIGHT:

- One (1) Clear Spinner work light, wired to OEM up-fitter switch

WIRING HARNESS:
Lighting is to be connected via Custom OJW "City of Loveland style " wiring harness including:

- Ultra-sonically welded connections
- All wiring is to be labeled via function control
- 36 pin connection located at the rear of the truck frame allowing for separation of OEM Truck and Up-Fit components
- Cab wiring is to be located in OJW power tower centered between seats

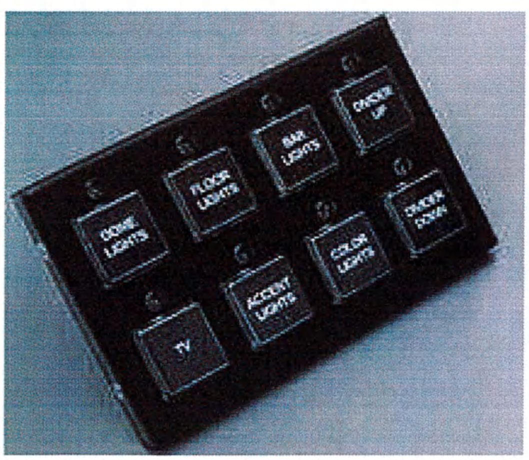
LIGHTING MISCELLANEOUS:

- All lighting connections shall include dielectric grease where applicable

SWITCH PANEL:

Furnish and install one (1) MTE IN-POWER switch pack with back-lit, legend, soft touch switch mounted to Force America 5100 EX Controller

- Amber strobes "ON /OFF" on one switch
- Blues strobes "ON / OFF" on one switch
- Spinner light "ON / OFF" on one switch
- Standard air tailgate latch "OPEN / CLOSE" on one switch
- High-Lift Gate "UP / DOWN"



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Description of Work

TRAILER HITCH:
Furnish and install one (1) rear trailer hitch assembly including:

- Rear hitch assembly
- 1" Steel plate 100% welded
- 2 - 1" Loop 3"x3" safety D-rings (model DR58-3) mounted on each side of pintle hook (if necessary)
- Pintle plate must remain clear other than hitch and D-rings
- One set glad-hands located on each side of the hitch plate at the top located to minimize damage
- 30 TON Pintle hook mounted 24" from ground to the inside of the bottom of the hook saddle ** NON-AIR **
- 7-Way round trailer socket w/weatherproof boot (filled w/dialectic grease) wired to City spec
- Trailer socket located above the rear hitch within the hoist rear hinge assembly
- LED style 3-ID stop/turn placed top of hitch plate
- License plate bracket and light installed mounted BELOW pintle hook with steel framework as shown in picture
- Truck OEM stop/turn/tail/backup lights mounted in hitch plate mounted flush to the inside of the hitch plate
- BLACK paint

Total Price Not Including Options: $187,249.00

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Quotation

Notes:

- ***All pricing is good for -30- days from date of quotation***
- All quotes are F.O.B. Denver unless otherwise stated.
- Quotes are subject to all applicable sales and use taxes including F.R.E.T.
- Open Account Terms are Net 30 upon delivery.
- Cash Account Term is payment at time of delivery (cash/check/credit card) and is subject to a 50% deposit requirement upon initial order.
- All credit card transactions over $7,000.00 will be subject to a 3% processing fee.
- Carry Vehicle is NOT included in pricing unless specifically called out under Quoted Items.
- The contents of this quote are confidential and not intended for distribution. It is strictly forbidden to share this quote with any third party without written consent from O.J. Watson Equipment.

Accepted By: ______________________ Quoted By: Mark Eckrich FOR Gary Werning

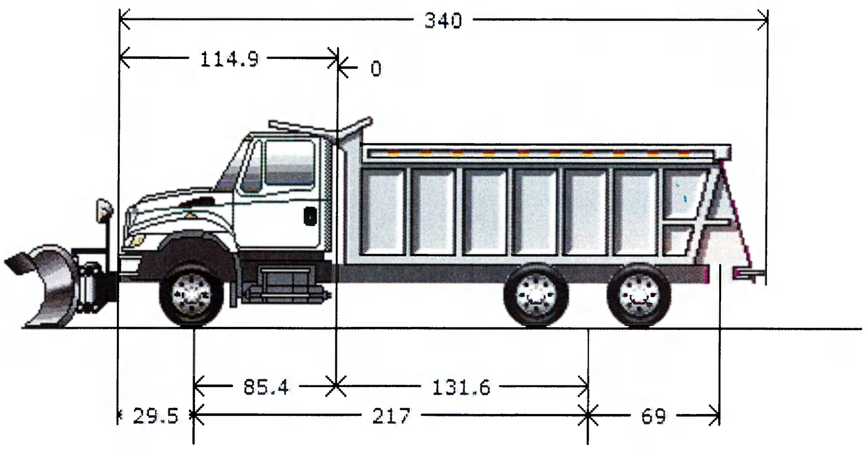
Date: ______________________ Date: 05.14.2025

Prepared For:
CITY OF FORT LUPTON
Anthony Gomez
130 S McKinley Ave.
Fort Lupton, CO 80621-1343
(303)857 - 6694
Reference ID: BUDGET QUOTE

Presented By:
MCCANDLESS TRUCK CENTER LLC
Ken Conway
16704 EAST 32ND AVENUE
AURORA CO 80011 -
(303)739-9900

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Price does not include government mandates, TARIFFS and associated costs, specification changes, destination charges, surcharges (including but not limited to fuel, steel, aluminum other raw materials), vendor price increases and availability, that may be implemented.



Model Profile
2026 HV515 SFA (HV515)

AXLE CONFIG:	6X4
MISSION:	Requested GVWR: 66000. Calc. GVWR: 66000. Calc. GCWR: 140000
DIMENSION:	Wheelbase: 217.00, CA: 131.60, Axle to Frame: 69.00
ENGINE, DIESEL:	{International S13} EPA 2024, 515HP @ 1800 RPM, 1850 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 515 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.10
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WW Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description	F/R Wt (lbs)	Tot Wt (lbs)
Base Chassis, Model HV515 SFA with 217.00 Wheelbase, 131.60 CA, and 69.00 Axle to Frame.	8102/4548	12650

AXLE CONFIGURATION

AXLE CONFIGURATION 6x4	0/0	0
Notes : Pricing may change if axle configuration is changed.		

ENGINE

ENGINE, DIESEL {International S13} EPA 2024, 515HP @ 1800 RPM, 1850 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 515 Peak HP (Max)	0/0	0
EMISSION, CALENDAR YEAR {International S13} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
RADIATOR Aluminum, Cross Flow, 1144 SqIn, with 1007 SqIn Charge Air Cooler	0/0	0
FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
Includes : FAN Nylon		
AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control, Engine Mounted	5/0	5
ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
BLOCK HEATER, ENGINE {Phillips} 120V/1500W	4/0	4
Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0
FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0
POWERTRAIN INTERFACE MODULE	0/0	0
PTO EFFECTS, ENGINE FRONT for N13/A26/S13 Engines, Less PTO, Unit, Includes Adapter Plate on Engine Front Mounted	0/0	0

TRANSMISSION

TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	267/103	370
TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch	0/0	0
NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
OIL COOLER, TRANSMISSION {Modine} Water to Oil Type	25/0	25
PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1

CLUTCH

CLUTCH Omit Item (Clutch & Control)	-77/-20	-97

REAR AXLES, SUSPENSIONS

AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.10	0/2291	2291
SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/849	849
AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints	0/0	0
DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash	1/0	1
PDL WARNING BUZZER Power Divider Lock	0/0	0
SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam	0/31	31
TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only	0/-4	-4

FRONT AXLES

AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity	203/0	203

FRONT SUSPENSIONS

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers	57/0	57
SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control	15/0	15

CABS, COWLS, BODIES

CAB Conventional, Day Cab	0/0	0
ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
AIR CONDITIONER with Integral Heater and Defroster	0/0	0
ARM REST, RIGHT, DRIVER SEAT	3/0	3
CAB INTERIOR TRIM Classic, for Day Cab	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
CAB REAR SUSPENSION Air Suspension, for High Cab Height	0/0	0
GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
GAUGE, AIR APPLICATION	1/0	1
GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3
GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
INSTRUMENT PANEL Wing Panel	0/0	0
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
Notes : Mirror Dimensions are Rounded to the Nearest 0.5"		
MIRROR, CONVEX, HOOD MOUNTED SPECIAL, Wiring Only for Right Side Heated Mirror, Does Not Include Mirror or Mounting Brackets	5/0	5
MODESTY PANEL Painted	0/0	0
MONITOR, TIRE PRESSURE Omit	-9/-2	-11
SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust	0/0	0
SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth	17/6	23
WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
WINDSHIELD WIPER BLADES Winter Type	2/0	2
FRAMES		
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	222/471	693

Description	F/R Wt (lbs)	Tot Wt (lbs)
BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty	0/0	0
CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	42/3	45
FRAME EXTENSION, FRONT Integral; 27" In Front of Grille	105/-15	90
TOW HOOK, FRONT (2) Frame Mounted	8/0	8
TOW HOOK, REAR (2)	-3/14	11
WHEELBASE RANGE 199" (505cm) Through and Including 264" (670cm)	240/-240	0

BRAKES

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0
BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/104	104
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/14	14
SLACK ADJUSTERS, REAR {Haldex} Automatic	0/32	32
DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/20	20
BRAKE CHAMBERS, POSITION on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)	0/0	0
PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type	0/60	60
AIR COMPRESSOR {Bendix ESS 380} 16.8 CFM, Head Unload	0/0	0
AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 120 psi Cut-In/140 psi Cut-Out, Integrated PuraGuard Coalescing Filtration	0/0	0
AIR DRYER LOCATION Mounted Outside Right Rail, Behind Front Wheel	0/0	0
AIR TANK LOCATION (3) : Two Tanks Vertically Stacked, Outside Right Rail, Under Cab in Front of Aftertreatment Box, Perpendicular to Rail, One Mounted Below Left Rail, Back of Cab	0/0	0
DRAIN VALVE (3) with Pull Chains for Air Tanks	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2

Notes
: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

STEERING

STEERING GEAR (2) {TRW (Ross) THP60/RCH60} Dual Power	0/0	0
STEERING COLUMN Tilting and Telescoping	14/5	19
STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0

DRIVELINES

DRIVELINE SYSTEM {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	1/6	7

EXHAUST SYSTEMS

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side	31/2	33
AFTERTREATMENT COVER Steel, Black	8/3	11
ENGINE COMPRESSION BRAKE {International} for S13 Engines, with Selector Switch and On/Off Switch	0/0	0
EXHAUST HEIGHT 10'	16/11	27
MUFFLER/TAIL PIPE GUARD (1) Aluminum	13/7	20
SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, On/Off Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in On Position	2/0	2
TAIL PIPE (1) Turnback Type	4/0	4

ELECTRICAL SYSTEMS

ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0

Includes
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
: WIRING, CHASSIS Color Coded and Continuously Numbered

ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0
ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt, 200 Amp Capacity, Pad Mount, with Remote Sense	-1/0	-1
ANTENNA Shark Fin, Roof Mounted	1/0	1
AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2

Description	F/R Wt (lbs)	Tot Wt (lbs)
BACK-UP ALARM Electric, 102 dBA	0/3	3
BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 35" Back of Cab	11/-2	9
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2250CCA Total, Top Threaded Stud	8/5	13
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
CIGAR LIGHTER Includes Ash Cup	1/0	1
CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
HEADLIGHTS Halogen	0/0	0
HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
HORN, ELECTRIC (2) Trumpet Style	0/0	0
JUMP START STUD 12V, Remote Mounted	2/0	2
JUNCTION BLOCK Stud, 100 Amp Battery Feed, Protected by a Fusible Link, Stud to Be Used for Body Builder Feeds Inside Cab	0/0	0
RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
STARTING MOTOR {Mitsubishi Electric Automotive America DP60} 12-Volt	0/0	0
SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3
TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0

FRONT END

Description	F/R Wt (lbs)	Tot Wt (lbs)
FRONT END Tilting, Fiberglass, with Three Piece Construction, Sloped Front	0/0	0
BUG SCREEN Mounted Behind Grille	5/0	5
GRILLE Stationary, Molded in Black	0/0	0
INSULATION, SPLASH PANELS for Sound Abatement	3/0	3
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0

SPEEDOMETER, TOOLS, MISC

Description	F/R Wt (lbs)	Tot Wt (lbs)
COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
Includes : PAINT SCHEMATIC ID LETTERS "WM"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PROMOTIONAL PACKAGE Government Silver Package	0/0	0
FUEL TANKS		
FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab	43/31	74
ANTI-SIPHON DEVICE Snap-In Type; for Single Fuel Tank; for Round or D-Style Fuel Tank	1/0	1
DEF TANK 10.8 US Gal (41L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
FUEL HEATER PLUMBING Plumbing for Blender Valve Integrated in Fuel Water Separator, Thermostatically Controlled, for S13 Engine	0/0	0
FUEL/WATER SEPARATOR {Racor 6600} 12 VDC Electric Heater, Includes Pre-Heater, with Sight Bowl, Includes Water-In-Fuel Sensor	0/0	0
LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
WHEELS, TIRES - FRONT		
WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	82/0	82
(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position	62/0	62
WHEELS, TIRES - REAR		
WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-8	-8
(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/40	40
WHEELS MISC OPTIONS		
PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
BODY INTEGRATION		
BDY INTG, REMOTE POWER MODULE (2) Mounted Inside Cab Behind Driver Seat, Each Up to 12 Inputs (6 Analog & 6 Tri-State) and 17 Outputs (6 High Current, Max 20 amp per Channel, 6 Low Current, 2 PWM, (2) 5A, (1) 5VR), Max 100 amp Total, Includes Two Switch Packs with Latched Switches	0/0	0
BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)	0/0	0

Services Section:

WARRANTY

Description	F/R Wt (lbs)	Tot Wt (lbs)
WARRANTY Standard for HV513/HV515, HV613/HV615 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A	0/0	0
SRV CONTRACT, EXT ENGINE To 36-Month/300,000 Miles (480,000 km), Limited Plan for International S13 Engines GREATER THAN 500HP	0/0	0
Total Component Weight:	**9627/8371** (lbs)	**17998** (lbs)
OJ WATSON SNOW AND ICE PACKAGE PER QUOTE # MRE1936	0/0	0
Total Body Allied:	**0/0** (lbs)	**0** (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

Financial Summary
2026 HV515 SFA (HV515)

(US DOLLAR)

Description		Price
Total Factory List Price Including Options:		$290,749.00
Freight	$3,500.00	
Total Freight:		$3,500.00
Total Factory List Price Including Freight:		$294,249.00
Less Customer Allowance:		($135,082.11)
Total Vehicle Price:		$159,166.89
Total Body/Allied Equipment:		$187,249.00
Total Sale Price:		$346,415.89
Total Per Vehicle Sales Price:		$346,415.89
Net Sales Price:		$346,415.89

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

MCCANDLESS TRUCK CENTER LLC
16704 EAST 32ND AVENUE
AURORA CO 80011 -
(303)739-9900

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

City Council Meeting
Date: June 3, 2025
Staff: Monroe Peck, Engineering Projects Manager

AM 2025-073
Public Hearing☐

SUBJECT FOR DISCUSSION

Award the 2025 Asphalt & Concrete Project to Top Notch Pavement Solutions for an Amount Not to Exceed $350,000.00.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Public Works is responsible for annual Asphalt and Concrete patchwork within the city. The current projects to be done include approximately 2,000 sq. ft of asphalt patching, 700 sq. ft of sidewalk repairs and 500 sq. ft of curb & gutter to be replaced. This contract is an on-call contract that is not to exceed $350,000.00 and comes from the Street Sales Tax Fund.

Top Notch provided 7 letters of recommendation from various project sites/entities. All of these references stated positive reviews of their professionalism and several state that they have worked for 5-10 years or longer with the company.

The funds are split as follows:

$200,000 for Concrete Repair
$150,000 for Asphalt Repair

FINANCIAL CONSIDERATIONS

The 2025 Street Sales Tax Fund includes:

$1,000,000 for Asphalt Patch & Seal
$200,000 for CIP Curb, Gutter & Sidewalk

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

A. Award project to Top Notch Pavement Solutions
B. Award project to another bidder
C. Re-bid project

STAFF RECOMMENDATIONS

Staff recommends awarding the 2025 Asphalt & Concrete Project to Top Notch Pavement Solutions for not to exceed $350,000 from the Street Sales Tax Fund.

Attachments:
a. Construction Agreement
b. Bid Tabulation
c. Notice of Award

Certification of Council Approval: ______________________________

Public Works
Construction Agreement

This **Public Works Agreement**, hereinafter "Agreement," is entered into by and between the City of Fort Lupton, Colorado, hereinafter "City," and Top Notch Pavement Solutions., hereinafter "Contractor."

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

1. Scope of Work

The Contractor shall furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated into and for a permanent part of the completed Work. The Contractor shall provide and perform all necessary labor in a first class and workmanlike manner in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions and conditions of the Contract Documents. The Contractor shall perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work included in this Scope of Work and the Bid Documents set forth and incorporated hereinbelow.

2. Contract Documents

The executed Contract Documents comprise the following:

A. The Executed Agreement;

B. Addenda (if any);

C. Advertisement for Bids;

D. Invitation for Bids;

E. Instructions to Bidders;

F. Proposed Subcontractors;

G. Non-Collusion Affidavit;

H. Bid, Performance, and Payment Bonds;

I. Proposal;

J. Bid Form;

K. Conditions of Contract;

L. Special Conditions of Contract;

M. City of Fort Lupton, Colorado *Standards and Specifications for the Construction of Public Improvements*, latest edition;

N. The Colorado Department of Transportation *2017 Standard Specifications for Road and Bridge Construction*;

O. Certificates of Insurance; and

P. Plans (Drawings).

This Agreement, together with the other Documents enumerated above, which said other Documents are as fully a part of the Agreement as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Agreement conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

3. Time for Completion

The Contractor agrees to commence work upon execution of this Agreement and to substantially complete all work within 28 calendar days**.**

4. Contract Appropriations / No Change Orders

The City states that the amount of money appropriated for this Agreement is equal to or in excess of the Contract Sum. No Change Order to this Agreement requiring additional compensable Work to be performed, which Work causes the aggregate amount payable under this Agreement to exceed the Amount appropriated for the Original Contract will be issued by the City unless the City notifies the Contractor, in writing, that lawful appropriations to cover the costs of the Additional Work have been made.

5. Contract Amount

The City will pay to the Contractor for the performance and completion of the Work encompassed by this Agreement, and the Contractor shall accept as full compensation therefore the Amount of **Three Hundred Fifty Thousand DOLLARS and Zero CENTS**, **$350,000.00**, subject to the City's confirmation of the completion of the Scope of Work in accordance with the Contract Documents attached hereto. The said Amount to be paid upon the City's inspection and acceptance of the Work, at the City's sole discretion, including the Contractor's completion of any punch-list items as determined by the City and the execution of any releases by the Contractor deemed necessary by the City.

6. Contractor Payments

The Contractor shall, at no more than or less than monthly intervals on a Date to be agreed by the City and the Contractor, submit Application for Payment requests to the City.

A. The Application for Payment shall clearly identify and provide such detail for which the Engineer and the Contractor shall agree to describe the Work completed by the Contractor up to the Date of the Application for Payment.

B. The City will deduct and retain an amount equal to ten percent (10%) of the Application for Payment's Amount. The retained amounts shall be paid upon Final Acceptance of the work.

C. The City will endeavor to effect the Progress Payments to the Contractor no later than thirty (30) calendar days after the Date the Application for Payment is received by the City.

D. The Contractor shall charge Past Due Accounts an interest rate of two percent (2%) per month on any unpaid balance.

7. Warranty

All warranties for Work performed by the Contractor, repairs to be made or service calls required to be attended to by the Contractor shall be two (2) years. The Contractor shall notify the City when the Scope of Work is Completed and the City will confirm Completion of the Work, at the City's sole discretion. Once the Scope of Work is confirmed by the City as being completed, the Notice of Commencement of Warranty attached hereto and incorporated herein will be tendered by the City. The Warranty Period shall only commence upon the execution and tendering of the Notice of Commencement of Warranty to the Contractor by the City and said Warranty shall continue for the Warranty Period.

8. Amendment / No Assignment

No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

9. Complete Agreement

This Agreement, and the documents attached hereto, 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.

10. Severability

In the event that 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.

11. Governing Law

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

12. OSHA Requirements

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

13. 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 C.R.S. § 24-10-101 et seq., *Colorado Governmental Immunity Act*, 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.

14. Independent Contractor

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

15. Indemnification by Contractor

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

16. Force Majeure

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

17. Approval Required

This Agreement is subject to the final approval of the Fort Lupton, Colorado, City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS ______________________ DAY OF ______________________, 2025

CITY OF FORT LUPTON, COLORADO

____

By: **Zo Hubbard**

Title: **Mayor**

TOP NOTCH PAVEMENT SOLUTIONS

____

By: ______________________________________

Title: ______________________________________

City of Fort Lupton, Colorado

Public Works Department

Schedule 1 - Asphalt Repair

BID TABULATION

Contractor:					Engineer Estimate		Top Notch Pavement Solutions		A-1 Chipseal		Lightfield Enterprises Inc	
Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers
Project Total						$ 352,387.50		$ 171,634.57		$ 194,821.55		$ 216,579.25
Sch 1 Total						$ 197,912.50		$ 77,990.30		$ 111,425.55		$ 129,013.35
Division 100 - General Provisions												
1	TS 16-101	Mobilization	EA	1	$ 30,000.00	$ 30,000.00	$ 3,562.50	$ 3,562.50	$ 1,000.00	$ 1,000.00	$ 11,500.00	$ 11,500.00
2	TS 16-102	Traffic Control - Type 1 Lane Diversion	EA	15	$ 1,000.00	$ 15,000.00	$ 550.00	$ 8,250.00	$ 1,000.00	$ 15,000.00	$ 1,250.00	$ 18,750.00
3	TS 16-102	Traffic Control - Type 2 Street Closure	EA	2	$ 3,000.00	$ 6,000.00	$ 2,500.00	$ 5,000.00	$ 1,500.00	$ 3,000.00	$ 2,995.00	$ 5,990.00
Subtotal, Division 100						$ 51,000.00		$ 16,812.50		$ 19,000.00		$ 36,240.00
Division 200 - Earthwork, Erosion Control, And Seeding												
4	TS 16-201	Remove Existing Pavement	SF	7,029	$ 3.50	$ 24,601.50	$ 1.98	$ 13,917.42	$ 1.95	$ 13,706.55	$ 2.30	$ 16,166.70
5	TS 16-201	Sawcut Asphalt	LF	973	$ 5.00	$ 4,865.00	$ 0.98	$ 953.54	$ 3.00	$ 2,919.00	$ 3.55	$ 3,454.15
8	TS 16-202	Remove Unsuitable Soils (3-ft Depth)	SF	698	$ 7.00	$ 4,886.00	$ 8.46	$ 5,905.08	$ 8.75	$ 6,107.50	$ 5.50	$ 3,839.00
9	TS 16-203	Select Borrow Fill (3-ft Depth)	SF	698	$ 10.00	$ 6,980.00	$ 4.67	$ 3,259.66	$ 11.25	$ 7,852.50	$ 6.50	$ 4,537.00
10	TS 16-204	Adjust Water Valve Box	EA	14	$ 1,000.00	$ 14,000.00	$ 150.00	$ 2,100.00	$ 450.00	$ 6,300.00	$ 240.00	$ 3,360.00
11	TS 16-204	Adjust Manhole	EA	5	$ 1,000.00	$ 5,000.00	$ 350.00	$ 1,750.00	$ 600.00	$ 3,000.00	$ 315.00	$ 1,575.00
Subtotal, Division 200						$ 60,332.50		$ 27,885.70		$ 39,885.55		$ 32,931.85
Division 300 - Aggregate Base Courses												
13	TS 16-301	Furnish and Place Aggregate Base Course, Class 6 (6" depth)	SF	1,978	$ 10.00	$ 19,780.00	$ 2.48	$ 4,905.44	$ 2.50	$ 4,945.00	$ 7.50	$ 14,835.00
Subtotal, Division 300						$ 19,780.00		$ 4,905.44		$ 4,945.00		$ 14,835.00
Division 400 - Pavements												
14	TS 16-401	Furnish and Place Hot Mix Asphalt, 4", Mix Grade S (3/4 inch), Asphalt Grade PG64-22 (with max 20% RAP), Complete in Place USED FOR PATCHING	TON	167	$ 400.00	$ 66,800.00	$ 169.98	$ 28,386.66	$ 285.00	$ 47,595.00	$ 269.50	$ 45,006.50
Subtotal, Division 400						$ 66,800.00		$ 28,386.66		$ 47,595.00		$ 45,006.50

Schedule 2 - Concrete Repair

Contractor:												
Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers
Sch 2 Total						$ 154,475.00		$ 93,644.27		$ 83,396.00		$ 87,565.90
Division 100 - General Provisions												
2	TS 16-101	Traffic Control - Type 1 Lane Diversion	EA	3	$ 1,000.00	$ 3,000.00	$ 550.00	$ 1,650.00	$ 1,000.00	$ 3,000.00	$ 1,250.00	$ 3,750.00
3	TS 16-102	Traffic Control - Type 2 Street Closure	EA	0	$ 3,000.00	$ -		$ -	$ 1,500.00	$ -	$ 2,995.00	$ -
Subtotal, Division 100						$ 3,000.00		$ 1,650.00		$ 3,000.00		$ 3,750.00
Division 200 - Earthwork, Erosion Control, And Seeding												
6	TS 16-201	Remove Existing Concrete	SF	1,510	$ 5.00	$ 7,550.00	$ 3.02	$ 4,560.20	$ 1.95	$ 2,944.50	$ 3.55	$ 5,360.50
5	TS 16-201	Sawcut Asphalt	LF	562	$ 5.00	$ 2,810.00	$ 1.27	$ 713.74	$ 3.00	$ 1,686.00	$ 3.55	$ 1,995.10
7	TS 16-201	Curb & Gutter Removal	LF	455	$ 20.00	$ 9,100.00	$ 5.06	$ 2,302.30	$ 13.00	$ 5,915.00	$ 11.80	$ 5,369.00
8	TS 16-202	Remove Unsuitable Soils (3-ft Depth)	SF	280	$ 7.00	$ 1,960.00	$ 8.90	$ 2,492.00	$ 8.75	$ 2,450.00	$ 5.50	$ 1,540.00
9	TS 16-203	Select Borrow Fill (3-ft Depth)	SF	280	$ 10.00	$ 2,800.00	$ 4.97	$ 1,391.60	$ 11.25	$ 3,150.00	$ 6.50	$ 1,820.00
12	TS 16-204	Reset Sign	EA	1	$ 500.00	$ 500.00	$ 300.00	$ 300.00	$ 750.00	$ 750.00	$ 117.75	$ 117.75
Subtotal, Division 200						$ 24,720.00		$ 11,759.84		$ 16,895.50		$ 16,202.35
Division 300 - Aggregate Base Courses												
13	TS 16-301	Furnish and Place Aggregate Base Course, Class 6 (6" Depth)	SF	659	$ 10.00	$ 6,590.00	$ 3.76	$ 2,477.84	$ 2.50	$ 1,647.50	$ 7.50	$ 4,942.50
Subtotal, Division 300						$ 6,590.00		$ 2,477.84		$ 1,647.50		$ 4,942.50
Division 400 - Pavements												
14	TS 16-401	Furnish and Place Hot Mix Asphalt, 4", Mix Grade S (3/4 inch), Asphalt Grade PG64-22 (with max 20% RAP), Complete in Place USED FOR PATCHING	TON	27	$ 400.00	$ 10,800.00	$ 276.32	$ 7,460.64	$ 285.00	$ 7,695.00	$ 269.50	$ 7,276.50
15	TS 16-412	Furnish New Sidewalk (6" Thick)	SF	702	$ 25.00	$ 17,550.00	$ 16.19	$ 11,365.38	$ 14.00	$ 9,828.00	$ 12.50	$ 8,775.00
16	TS 16-412	Driveway/Drive Cut (Vertical Curb)	SF	750	$ 45.00	$ 33,750.00	$ 28.26	$ 21,195.00	$ 15.00	$ 11,250.00	$ 13.20	$ 9,900.00
17	TS 16-412	Driveway/Drive Cut (Mountable Curb)	SF	0	$ 45.00	$ -		$ -	$ 14.00	$ -		$ -
18	TS 16-412	6" Curb & Gutter	LF	415	$ 60.00	$ 24,900.00	$ 27.82	$ 11,545.30	$ 44.00	$ 18,260.00	$ 41.95	$ 17,409.25
19	TS 16-412	Mountable Curb & Gutter	LF	55	$ 75.00	$ 4,125.00	$ 139.50	$ 7,672.50	$ 45.00	$ 2,475.00	$ 53.05	$ 2,917.75
20	TS 16-412	Furnish and Install 'Chase Drain'	EA	1	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 2,800.00	$ 2,800.00	$ 2,920.00	$ 2,920.00
21	TS 16-412	12" Concrete Curb 'Retaining Wall'	LF	27	$ 100.00	$ 2,700.00	$ 327.99	$ 8,855.73	$ 45.00	$ 1,215.00	$ 163.75	$ 4,421.25
22	TS 16-412	Furnish and Install 10' Radius Curb Ramp; Complete adjacent Sidewalk/Curb & Gutter	EA	2	$ 12,500.00	$ 25,000.00	$ 1,999.30	$ 3,998.60	$ 3,850.00	$ 7,700.00	$ 3,350.00	$ 6,700.00
23	TS 16-412	4" Concrete Curb 'Retaining Wall'	LF	14	$ 60.00	$ 840.00	$ 350.96	$ 4,913.44	$ 45.00	$ 630.00	$ 167.95	$ 2,351.30
Subtotal, Division 400						$ 120,165.00		$ 77,756.59		$ 61,853.00		$ 62,671.05

Public Works

130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

Top Notch Pavement Solutions

Date: **June 4, 2025**

PO Box 1282
Brighton, CO 80601

Attention: Mike Medved

Subject: City of Fort Lupton, Colorado
The 2025 Asphalt and Concrete Repair Project

Notice of Award

The City of Fort Lupton, Colorado, has considered the Proposal submitted by you for the above described work in response to the Invitation for Bids dated **April 25, 2025**, and the Instructions to Bidders.

You are hereby notified that your revised Proposal has been accepted for the work in the amount or amounts shown on your Proposal.

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

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

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

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

CITY OF FORT LUPTON, COLORADO

____

By: Zo Hubbard

Title: Mayor

Address: 130 South McKinley Avenue

Fort Lupton, Colorado 80621

Telephone: (303) 857-6694

Acceptance of Notice of Award

Receipt of the above Notice to Proceed is hereby acknowledged:

this the __________ day of __________, 2025.

Top Notch Pavement Solutions

By: ______________________________

Title: ______________________________

Telephone: ______________________________

City Council Meeting
Date: June 3, 2025
Staff: David Rausch,
Public Works Director

AM 2025-076
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Mayor's Signature for a Deed of Perpetual Easement for a Waterline Located at Lot 3 of the Villano Minor Subdivision

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The thirty-foot-wide easement gives the City of Fort Lupton the right to maintain, operate, and access its facilities. Located in the parking lot of 2290 South Rollie Ave.

The legal description is on page 6 of the agreement, and the exhibit currently provided on page 7 shows the easement.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

A. Approve the Mayor's signature
B. Do not approve
C. Do nothing

STAFF RECOMMENDATIONS

City staff recommends approving the Mayor's signature and executing the easement agreement with revised legal description and exhibit with the named parties.

Attachments: a. Easement Dedication.

Certification of Council Approval:
Ordinance No. _______________ ___________________________________ City Clerk ___________ Date
Resolution No. _______________

WATER PIPELINE FACILITIES EASEMENT

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, **JASON LARSON, 9249 S. Broadway, Unit 200, Box 161, Highland Ranch, CO. 80129** (the "Grantor") hereby grants to, and its successors and assigns the **CITY OF FORT LUPTON**, COLORADO (the "Grantee"), this Water Pipeline Facilities Easement (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. **WATER PIPELINE USE.** This Easement may be used for the installation, construction, operation, maintenance, monitoring, repair, reconstruction, replacement, inspection, surveying, and removal, at any time and from time to time, of an underground water pipeline, with a diameter of eight inches (8") or less, together with associated valving, valve sets, vaults, wiring, and all other improvements and appurtenances used or useable in connection with said water pipeline as may be necessary or convenient for the transmission of water, (collectively, the "Pipeline Improvements"), with the right to modify, improve, reconstruct, relocate, remove, and replace the Pipeline Improvements in whole or in part at any time and from time to time, on, over, under and across the premises described on the attached **Exhibit A** (the "Pipeline Improvements Easement Area"), subject to the Shared Use Restrictions set forth below, and to mark the location of the Pipeline Improvements by suitable markers set in or on the ground; together with all the rights and privileges necessary or convenient for the full enjoyment of the above-mentioned purposes. The easement rights granted to Grantee hereunder include the rights of ingress and egress on, over and across the Pipeline Improvements 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 Pipeline Improvements Easement Area as needed to accommodate said vehicles and equipment.

3. **NON-EXCLUSIVITY, PERPETUITY.** This Easement shall be non-exclusive (subject to the provisions of Sections 4 and 5 below) and perpetual, and shall run with the land, burdening all present and future owners.

4. **SHARED USE RESTRICTIONS.** Grantee reserves the right to use and occupy the Pipeline Improvements Easement Area as a municipal water distribution system with related and ancillary facilities (collectively, the "Grantee Facilities and Uses"), in a manner that will not pose a significant risk of damage to Grantor's property, or interfere with any of the rights and privileges herein granted to the Grantee. In connection with Grantor's use of this Easement, Grantor will: (i) collaborate with Grantee regarding the location and design of its Pipeline Improvements; (ii) provide Grantee design plans for Grantee's Pipeline Improvements, and obtain Grantor's written consent with respect to location and compatibility with then-existing Grantor Facilities and Uses, before commencing construction, such consent not to be unreasonably withheld or delayed; and (iii) otherwise make reasonable efforts not to interfere with, endanger or damage the Grantee Facilities

and Uses (collectively, the "Shared Use Restrictions"). Notwithstanding anything herein to the contrary, Grantor will cooperate in good faith with Grantee to reasonably accommodate the Pipeline Improvements and otherwise allow the purpose and intent of this Easement to be fulfilled, and in the event Grantor should withhold consent to any design plan of Grantee as contemplated above, Grantor will diligently work with Grantee to identify and select an acceptable, alternative design plan.

5. **GRANTOR COVENANTS.** With respect to any Pipeline Improvements that have been constructed from time to time, unless prior written permission is granted by Grantee, neither Grantor nor its successors or assigns shall: i) erect or construct any building or other structure (including but not limited to mobile homes or travel trailers) on, over, under the Pipeline Improvements or otherwise in such a manner that might unreasonably interfere with the Pipeline Improvements; ii) block or unreasonably hinder Grantee's access to the Pipeline Improvements; iii) alter the grade of the ground surface or otherwise disturb the surface in a manner that will result in the removal of surface cover from underground Pipeline Improvements; iv) undertake or allow any action that might impair the lateral or subjacent support for the Pipeline Improvements; nor v) grant any easement, lease, license or other interest purporting to grant another rights in contradiction of the foregoing.

   Upon receipt of written notice from Grantee identifying material or property deemed by Grantee to interfere with the safe operation or maintenance of the Pipeline Improvements, Grantor shall remove the material or property within 30 days. If there is a failure to so remove the material within 30 days, Grantee may remove the material or property and collect the costs of such removal from Grantor.

   During the two-year period immediately following execution of this Easement, Grantor must obtain Grantee's prior written consent before granting any subsequent easement encumbering the Pipeline Improvements Easement Area.

6. **GRANTOR WARRANTS.** 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 machinery or other non-chemical means, 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 Pipeline Improvements. Grantee may also use gates of Grantor's facility fences which now or might hereafter cross or be adjacent to 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 Water Pipeline Easement Area. However, Grantee shall repair or pay for the reasonable costs of any and all damage to said real property, fences, and other personal

property caused by Grantee, its employees, agents, licensees, invitees, contractors, or lessees while performing construction or maintenance work within the Water Pipeline Easement Area.

8. **GRANTEE FACILITIES.** All Pipeline Improvements installed on, across, and under the Water Pipeline Easement Area at Grantee's expense, shall remain the property of Grantee, removable at the sole discretion of Grantee.

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. If any provision of this Easement is held by a court of competent jurisdiction to be invalid or unenforceable or not run with the land, such holding shall not affect the validity or enforceability of the remainder of this Easement. 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.

[The remainder of this page intentionally left blank]

Grantor signs this Water Pipeline Facilities Easement to be effective upon execution hereof.

GRANTOR:

By:____
Jason Larson

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first written.

THE CITY OF FORT LUPTON, a Municipal Corporation
By:______________________
Zo Hubbard, Mayor

ATTEST:
By:____________________
Maricela Peña, City Clerk

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me on ______________________, 20___, by ________________________________, as ______________________________ of FORT LUPTON, COLORADO.

(Notarial Seal)

____
Notary Public
My commission expires: ____________________

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss:
COUNTY OF WELD)

The foregoing instrument was acknowledged before me on 16 MAY, 20 25, by Jason Larson.

(Notarial Seal)

____
Notary Public
My commission expires: 2-4-29

THADEUS MICHAEL KREHBIEL
Notary Public
State of Colorado
Notary ID # 20254004231
My Commission Expires 02-04-2029

Washburn
LAND SURVEYING

DESCRIPTION

A PARCEL OF LAND LOCATED IN LOT 3, VILLANO MINOR SUBDIVISION, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS ARE BASED ON THE WEST LINE OF SAID LOT 3, WHICH IS ASSUMED TO BEAR N 00°26'52" W.

COMMENCING AT SOUTHWEST CORNER OF SAID LOT 3;
THENCE N 00°26'52" W, ON THE WEST LINE OF SAID LOT 3, A DISTANCE OF 29.02 FEET, TO THE **POINT OF BEGINNING**;
THENCE N 00°26'52" W, CONTINUING ON SAID WEST LINE, A DISTANCE OF 30.00 FEET;
THENCE N 89°32'59" E, A DISTANCE OF 45.00 FEET;
THENCE N 0°27'00" W, A DISTANCE OF 300.00 FEET;
THENCE S 89°32'59" W, A DISTANCE OF 44.99 FEET, TO A POINT ON SAID WEST LINE;
THENCE N 0°26'52" W, ON SAID WEST LINE, A DISTANCE OF 30.00 FEET;
THENCE N 89°32'59" E, A DISTANCE OF 33.04 FEET;
THENCE N 0°27'01" W, A DISTANCE OF 10.00 FEET;
THENCE N 89°32'59" E, A DISTANCE OF 10.00 FEET;
THENCE S 0°27'01" E, A DISTANCE OF 10.00 FEET;
THENCE N 89°32'59" E, A DISTANCE OF 31.94 FEET;
THENCE S 0°27'01" E, A DISTANCE OF 204.15 FEET;
THENCE N 89°32'59" E, A DISTANCE OF 12.00 FEET;
THENCE S 0°27'01" E, A DISTANCE OF 10.00 FEET;
THENCE S 89°32'59" W, A DISTANCE OF 12.00 FEET;
THENCE S 0°27'01" E, A DISTANCE OF 145.85 FEET;
THENCE S 89°32'59" W, A DISTANCE OF 31.94 FEET;
THENCE S 0°27'01" E, A DISTANCE OF 10.00 FEET;
THENCE S 89°32'59" W, A DISTANCE OF 10.00 FEET;
THENCE N 0°27'01" W, A DISTANCE OF 10.00 FEET
THENCE S 89°32'59" W, A DISTANCE OF 33.06 FEET, TO THE **POINT OF BEGINNING**.
CONTAINING 13,820 SQUARE FEET.

I, CHAD R. WASHBURN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

CHAD R. WASHBURN, PROFESSIONAL LAND SURVEYOR

COLORADO NO. 37963

FOR AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC

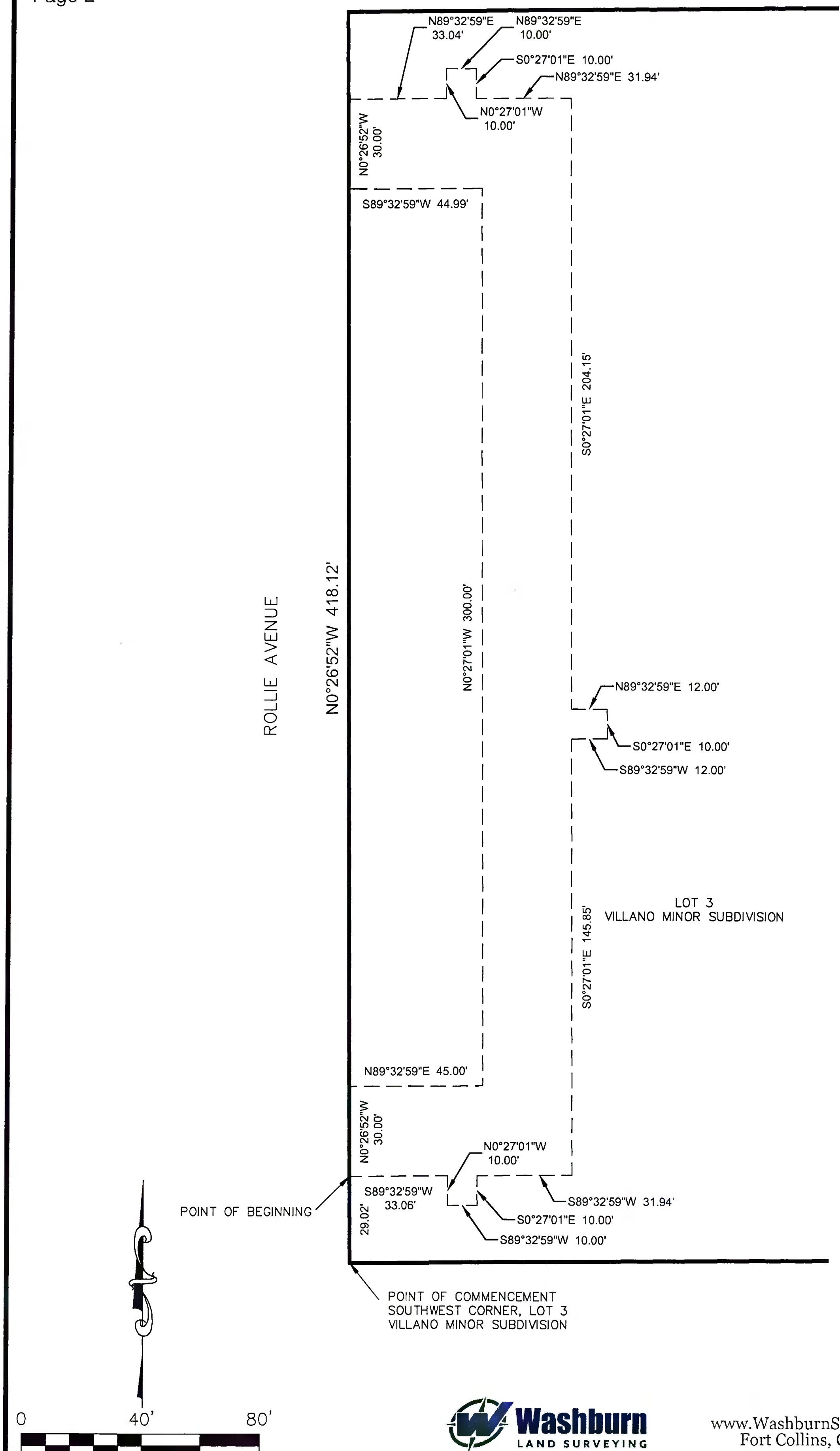
Chad R. Washburn

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR CHAD R. WASHBURN 37963

Digitally signed by Chad R. Washburn
Date: 2025.03.11 16:39:45 -06'00'

Exhibit A
Pipeline
Improvements
Easement Area
Page 2

DESCRIPTION EXHIBIT



Washburn LAND SURVEYING

www.WashburnSurveying.com
Fort Collins, CO 80524
970-232-9645

Scale: 1"=40' Sheet 1 of 1 Project #: 2024-031 Date: Mar. 11, 2025 Scale: 1"=40' Drawn: CRW