CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, July 15, 2025
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. July 15, 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. July 1, 2025 City Council Meeting Minutes

b. AM 2025-089 Authorize the Mayor to Execute an Agreement to Purchase Two Shares of Fulton Irrigation from the Estate of Wilma F. Paceley for $30,000.00 per share Allocated from the Water Sales Tax Fund

c. AM 2025-090 Approving the Statement of Work for the Various Products from Civic Plus Allocated from the City Clerk, Recreation Center and Library Budgets for an Amount of $58,454.32 for 2026

d. AM 2025-091 Approving the Annual Renewal of Box Enterprise Plus, KeySafe, and Premier Services for an Amount Not to Exceed $68,276.77, Allocated from the IT Department General Fund

e. AM 2025-092 Approving Microsoft Office Upgrade to 2024 Professional Plus in the Amount Not to Exceed $88,654.00, Allocated from the IT Department General Fund

f. AM 2025-093 Approve the $45,500 Payment to Kline Alvarado Veio for Legal Work Related to the Colorado Water Resource and Power Development (CWRPDA) Loan for the Water Tower Project, Allocated from the Utility Fund-Water

g. AM 2025-094 Approving a Resolution Ratifying the Mayor’s Appointment of Jimmy Dominguez to the Planning Commission as a Regular Member for a Three-year Term Beginning July 15, 2025, and Ending July 15, 2028

h. AM 2025-095 Approving the Intergovernmental Agreement (“IGA”) with Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder Concerning the Administration of the November 4, 2025, Coordinated Election with the City of Fort Lupton and Designating Maricela Peña as the Election Official for the City

Action Memorandum

a. AM 2025-096 Authorize Signing by the Mayor of the Revised Contract with Hall-Irwin, Corporation, Inc. for an Amount Not to Exceed $2,351,901.93 for the Waste Water Treatment Plant Lagoon Storage Slurry Wall Project from the Water Sales Tax Fund

b. AM 2025-097 Award of Contract to McGrane Water Engineering, LLC for an Amount Not to Exceed $84,000.00 for Engineering Services for the Lagoon Water Storage Project from the Utility Fund

Staff Reports

Mayor/Council Reports

Future City Events

a. July 19, 2025 Glow up the Splash Park, Fort Lupton Recreation Center, 203 S. Harrison Ave., 8:30 p.m. - 10:00 p.m.
August 5, 2025 Informational Meeting for Candidates for the November Election, 130 S. McKinley Ave., 4:00 p.m. - 5:00 p.m.
August 5, 2025 National Night Out, Koshio Park, 1st Street and S. McKinley Ave., 5:00 p.m. - 8:00 p.m.
August 6, 2025 Coffee with a Cop, Fort Lupton Recreation Center, 203 S. Harrison Ave., 8:00 a.m. - 9:00 a.m.

Upcoming Meetings

a. July 29, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 5, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m
August 12, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 19, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m

Executive Session

a. *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). Pertaining to Potential Annexations and Water and Sewer Services*

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 07/02/2025 - 07/15/2025

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: New Main Operating-New Main Operating							
000031	ADAMSON POLICE PRODUCTS		07/08/2025	Regular	0.00	282.90	108171
INV436215	Invoice	06/16/2025	GF-CSO POLOS-PD		0.00	84.58	
INV436222	Invoice	06/16/2025	GF-UNIFORMS FOR GROSSMAN-PD		0.00	122.38	
INV436272	Invoice	06/17/2025	GF-UNIFORMS FOR INMAN-PD		0.00	12.95	
INV436638	Invoice	06/24/2025	GF-UNIFORMS FOR INMAN-PD		0.00	62.99	
002254	ADIDAS AMERICA INC		07/08/2025	Regular	0.00	23.70	108172
6163536362	Invoice	06/19/2025	GF-WELLNESS BENEFITS-HR		0.00	23.70	
000160	BREAKTHRU BEVERAGE COLORADO		07/08/2025	Regular	0.00	2,995.71	108173
122115633	Invoice	06/26/2025	GOLF-BEVERAGES-PRO SHOP		0.00	2,575.71	
122115634	Invoice	06/26/2025	GOLF-BEVERAGES-PRO SHOP		0.00	420.00	
000239	CITY OF FORT LUPTON		07/08/2025	Regular	0.00	200.00	108174
CIT#133421-1B	Invoice	06/30/2025	GF-CITATION#133421-1, RESTITUTION-		0.00	200.00	
002651	COLORADO COMMUNITY MEDIA		07/08/2025	Regular	0.00	1,482.00	108175
135185	Invoice	06/01/2025	GF-PUBLIC NOTICE-CITY CL		0.00	1,385.00	
139274	Invoice	07/04/2025	GF-DISPLAY ROP/ANYWHERE YARD SALES-...		0.00	97.00	
003085	COLORADO INFORMATION SHARING CONSORTI		07/08/2025	Regular	0.00	525.00	108176
1711	Invoice	06/01/2025	GF-2025 CISC MEMBERSHIP FEES-PD		0.00	525.00	
003740	COLORADO PORTABLES LLC		07/08/2025	Regular	0.00	880.00	108177
I29488	Invoice	06/01/2025	CPR-PORTABLE TOILET SERVICES (PEARSO...		0.00	400.00	
I32961	Invoice	06/19/2025	GF-PORTABLE TOILET SERVICE @ HERITAG...		0.00	120.00	
I33024	Invoice	06/20/2025	CPR-PORTABLE TOILET SERVICE @ PEARS...		0.00	360.00	
000307	COMCAST CABLE COMM, LLC		07/08/2025	Regular	0.00	218.57	108178
0147405 JULY25	Invoice	07/01/2025	CPR-JULY 2025 PHONE/INTERNET SERV-M...		0.00	218.57	
000307	COMCAST CABLE COMM, LLC		07/08/2025	Regular	0.00	296.40	108179
0117309 JUNE25	Invoice	06/14/2025	REC-CABLE/MUSIC FOR JUNE 2025-REC C...		0.00	296.40	
000307	COMCAST CABLE COMM, LLC		07/08/2025	Regular	0.00	48.40	108180
0025494 JULY20...	Invoice	07/01/2025	GOLF-JULY 2025 CABLE SERVICE-PRO SHOP		0.00	48.40	
001517	CORE&MAIN LP		07/08/2025	Regular	0.00	824.65	108181
X137830	Invoice	06/11/2025	UF-PARTS/SUPPLIES-W LINES		0.00	824.65	
003871	CRYSTAL BENAVIDEZ		07/08/2025	Regular	0.00	200.00	108182
2007780.001	Invoice	06/26/2025	REC-ROOM RENTAL REFUND-		0.00	200.00	
003559	DRAKE DUO PRINTS LTD		07/08/2025	Regular	0.00	164.70	108183
1270	Invoice	06/28/2025	CPR-VOLLEYBALL CAMP SHIRTS-ATHL		0.00	164.70	
002821	FIESTA TIME INC		07/08/2025	Regular	0.00	3,644.00	108184
5915	Invoice	07/03/2025	CPR-TENT, TABLES, CHAIRS RENTAL-4TH O...		0.00	3,644.00	
002011	FRONT RANGE LUMBER COMPANY		07/08/2025	Regular	0.00	39.77	108185
46403/2	Invoice	06/11/2025	UF-POINTED LATH-W LINES		0.00	39.77	
000512	FUZION FIELD SERVICES LLC		07/08/2025	Regular	0.00	226.60	108186
388029	Invoice	06/27/2025	GOLF-PORTABLE TOILET RENTAL-MAINT		0.00	226.60	
002169	GH PHIPPS CONSTRUCTION COMPANIES		07/08/2025	Regular	0.00	155,000.00	108187
CITY HALL 4	Invoice	06/26/2025	Pre Construction fee		0.00	6,000.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
CITY HALL 4A	Invoice	06/26/2025	GF-CITY HALL DESIGN-MISC		0.00	149,000.00	
001266	GOVCONNECTION INC		07/08/2025	Regular	0.00	93.58	108188
76579158	Invoice	06/21/2025	GF-CSP USAGE DATA 05/24/2025-05/23/2...		0.00	93.58	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI		07/08/2025	Regular	0.00	335.00	108189
23	Invoice	06/22/2025	REC-SUMMER CAMP TRAINING/MONTHLY...		0.00	335.00	
000567	HIGH COUNTRY BEVERAGE CORP		07/08/2025	Regular	0.00	2,034.65	108190
W-7134090	Invoice	06/30/2025	GOLF-BEVERAGES-PRO SHOP		0.00	2,034.65	
000729	LINDA KUDRNA		07/08/2025	Regular	0.00	129.38	108191
062525	Invoice	06/25/2025	CPR-REIMBURSE FOR USE OF PERSONAL C...		0.00	129.38	
001799	MAC EQUIPMENT INC		07/08/2025	Regular	0.00	358.04	108192
517962	Invoice	06/27/2025	GF-BELTS, BLADES-PARKS		0.00	319.55	
518023	Invoice	06/27/2025	GF-DRUM-PARKS		0.00	38.49	
000865	OFFICE DEPOT		07/08/2025	Regular	0.00	205.06	108193
425173566001	Invoice	06/06/2025	GOLF-PAPER, INDEX CARDS, PENS, EXPO ...		0.00	138.82	
428481781001	Invoice	06/17/2025	GF-LETTER OPENER-ADMIN		0.00	4.26	
428482801001	Invoice	06/17/2025	GF-SUPER GLUE, FILE-ADMIN/CITY CL		0.00	61.98	
003213	OLD TOWN PEST CONTROL		07/08/2025	Regular	0.00	600.00	108194
11854	Invoice	06/30/2025	GF-PEST CONTROL-SHOP		0.00	600.00	
003545	POINT AND PAY, LLC		07/08/2025	Regular	0.00	50.00	108195
062525	Invoice	06/25/2025	GF-MONTHLY FEE FOR MAY 2025-PLANNI...		0.00	50.00	
000933	R&R PRODUCTS INC		07/08/2025	Regular	0.00	152.00	108196
CD3046742	Invoice	06/30/2025	GOLF-LOCKNUT, BEARING, SEALS-MAINT		0.00	152.00	
000967	ROYAL-T ROOTER SERVICE, INC		07/08/2025	Regular	0.00	525.00	108197
268271	Invoice	06/18/2025	REC-MAIN LINE CLEANING-REC CENTER		0.00	525.00	
003348	SALT LAKE WHOLESALE SPORTS		07/08/2025	Regular	0.00	2,841.23	108198
105538	Invoice	06/26/2025	GF-GENERAL SUPPLIES-PD		0.00	2,841.23	
001022	SOUTHERN GLAZER'S OF CO		07/08/2025	Regular	0.00	207.75	108199
3782403	Invoice	06/25/2025	GOLF-BEVERAGES-PRO SHOP		0.00	207.75	
001040	STERICYCLE		07/08/2025	Regular	0.00	42.75	108200
8011238475	Invoice	06/25/2025	GF-PAPER SHRED BINS @ CITY HALL-CITY CL		0.00	42.75	
002967	SYNERGETIC STAFFING LLC		07/08/2025	Regular	0.00	1,120.24	108201
21012144	Invoice	06/30/2025	GF-TEMP WAGES JUNE 23-27, 2025-FIN		0.00	1,120.24	
001105	TOSHIBA FINANCIAL SERVICES		07/08/2025	Regular	0.00	2,786.42	108202
558198776	Invoice	07/01/2025	GOLF-COPIER LEASE-PRO SHOP		0.00	283.52	
558400321	Invoice	07/01/2025	Copier Lease		0.00	2,502.90	
003873	UME CUSTOM EMBROIDERY & IMPRINTING, LL(		07/08/2025	Regular	0.00	170.00	108203
6083	Invoice	06/27/2025	GF-LUPTON REWARDS WINDOW CLINGS-...		0.00	170.00	
003635	WATERWORTH		07/08/2025	Regular	0.00	15,072.75	108204
INV-1672	Invoice	06/26/2025	GF-Auf 26 2025-Aug 25 2026 WaterWorth...		0.00	15,072.75	
001207	WESTERN DISTRIBUTING INC		07/08/2025	Regular	0.00	513.20	108205
850521	Invoice	06/27/2025	GOLF-BEVERAGES-PRO SHOP		0.00	513.20	
001212	WILLIAMS AND WEISS CONSULTING LLC		07/08/2025	Regular	0.00	6,390.00	108206
2117-1	Invoice	07/01/2025	UF/WST-WATER ENGINEERING-UF/WST		0.00	6,390.00	
001224	XCEL ENERGY-GAS		07/08/2025	Regular	0.00	277.47	108207
933792646	Invoice	06/30/2025	Xcel Gas Bill- Account 53-2035237-0		0.00	277.47	
003612	JOHNSON MARK LLC		07/11/2025	Regular	0.00	490.63	108208

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
INV0001788	Invoice	07/11/2025	Brian Oswalt-Case #2024C042153		0.00	490.63	
001732	NELSON & KENNARD, ATTORNEYS AT LAW		07/11/2025	Regular	0.00	394.18	108209
INV0001789	Invoice	07/11/2025	MARIA MUNOZ - CASE #2024C030381		0.00	394.18	
002254	ADIDAS AMERICA INC		07/15/2025	Regular	0.00	1,656.00	108210
6163583100	Invoice	06/27/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	1,656.00	
000047	AIMS COMMUNITY COLLEGE		07/15/2025	Regular	0.00	24.00	108211
250207	Invoice	06/01/2025	GF-BLS CLASSES FOR G GALLEGOS-PD		0.00	24.00	
003652	ANIMAL CLINIC LLC		07/15/2025	Regular	0.00	143.00	108212
531872	Invoice	06/05/2025	GF-ANIMAL SERVICES-CODE		0.00	143.00	
000108	AUSMUS LAW FIRM PC		07/15/2025	Regular	0.00	7,700.00	108213
9540	Invoice	07/01/2025	GF-2025 City Attorney Services-Legal		0.00	6,500.00	
9546	Invoice	07/01/2025	GF-PROSECUTION SERVICES FOR JUNE 20...		0.00	1,200.00	
001506	CHRISTOPHER CROSS		07/15/2025	Regular	0.00	191.52	108214
063025	Invoice	07/08/2025	GF-JUNE/JULY PETTY CASH REIMBURSEM...		0.00	191.52	
000239	CITY OF FORT LUPTON		07/15/2025	Regular	0.00	100.00	108215
CIT#E0023275-1B	Invoice	07/08/2025	GF-RESTITUTION FOR CIT #E0023275-1, P...		0.00	100.00	
000248	CMCA		07/15/2025	Regular	0.00	180.00	108216
701	Invoice	07/08/2025	GF-MEMBERSHIP RENEWAL THROUGH A...		0.00	180.00	
000253	COLORADO DEPT OF PUBLIC HEALTH AND ENVI		07/15/2025	Regular	0.00	591.81	108217
WB251167708	Invoice	06/25/2025	UF-2024 BIOSOLIDS PERMIT ANNUAL FEE...		0.00	591.81	
000307	COMCAST CABLE COMM, LLC		07/15/2025	Regular	0.00	178.29	108218
0116038 JULY25	Invoice	07/01/2025	REC-JULY 2025 PHONE SERVICE-REC CENT...		0.00	178.29	
001517	CORE&MAIN LP		07/15/2025	Regular	0.00	5,922.90	108219
X177145	Invoice	06/17/2025	UF-PARTS/SUPPLIES-W LINES		0.00	5,922.90	
000340	CUMMINS SALES AND SERVICES		07/15/2025	Regular	0.00	223.78	108220
42-250746032	Invoice	07/01/2025	SF-SENSOR, DFN PRESSURE-S LINES		0.00	223.78	
001271	CUSTOM FLAG COMPANY		07/15/2025	Regular	0.00	1,107.00	108221
98-82490	Invoice	06/19/2025	GF-FLAGS FOR BUILDINGS-FAC		0.00	1,107.00	
003559	DRAKE DUO PRINTS LTD		07/15/2025	Regular	0.00	404.30	108222
1271	Invoice	07/02/2025	REC-SMALL 5K SHIRTS-REC CENTER		0.00	137.60	
1272	Invoice	07/07/2025	CPR-BASKETBALL CAMP SHIRTS-ATHL		0.00	266.70	
000445	EWING IRRIGATION PRODUCTS INC		07/15/2025	Regular	0.00	453.20	108223
26554798	Invoice	06/23/2025	GOLF-3/4 GRANITE ROCK, CLAMP-MAINT		0.00	453.20	
002821	FIESTA TIME INC		07/15/2025	Regular	0.00	100.00	108224
5918	Invoice	07/04/2025	CPR-TABLE RENTALS FOR 4TH OF JULY-EV...		0.00	100.00	
000567	HIGH COUNTRY BEVERAGE CORP		07/15/2025	Regular	0.00	1,261.80	108225
W-7138975	Invoice	07/07/2025	GOLF-BEVERAGES-PRO SHOP		0.00	1,261.80	
003120	HUDSON LOCKERS, INC		07/15/2025	Regular	0.00	270.00	108226
537	Invoice	07/06/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP		0.00	270.00	
001580	INTERMOUNTAIN HEALTH PLATTE VALLEY HOSI		07/15/2025	Regular	0.00	340.00	108227
10008287	Invoice	06/30/2025	GF-MEDICAL SERVICES-PD		0.00	340.00	
003881	JAIME BROWER PSYCHOLOGICAL SERVICES & C		07/15/2025	Regular	0.00	600.00	108228
6154	Invoice	07/02/2025	GF-PEER SUPPORT GROUP CLASS FOR K G...		0.00	300.00	
6155	Invoice	07/02/2025	GF-PEER SUPPORT GROUP CLASS FOR W P...		0.00	300.00	
000640	JEANELLE ANDERSEN		07/15/2025	Regular	0.00	216.74	108229

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
070325	Invoice	07/03/2025	GF-MILEAGE, MEAL REIMBURSEMENT FOR...		0.00	216.74	
003361	JO ANN ROSSI		07/15/2025	Regular	0.00	1,740.38	108230
070825	Invoice	07/08/2025	GF-REIMBURSE FOR MEALS, MILEAGE, FOR..		0.00	1,740.38	
002977	JOSEPH ELLIOTT USA LLC		07/15/2025	Regular	0.00	427.62	108231
33239	Invoice	07/03/2025	GOLF-MERCHANDISE-PR0 SHOP		0.00	427.62	
003577	JR ENGINEERING LLC		07/15/2025	Regular	0.00	300.00	108232
87058	Invoice	07/02/2025	SST-HWY 52 & COLLEGE AVE PROJECT DES...		0.00	300.00	
000716	LEONARD B. MEDOFF, Ph.D.		07/15/2025	Regular	0.00	425.00	108233
062925	Invoice	06/29/2025	GF-PRE EMPLOYMENT PSYCH EVAL-PD		0.00	425.00	
003311	LINKSOUL, LLC		07/15/2025	Regular	0.00	936.00	108234
408434	Invoice	06/30/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	936.00	
000735	LL JOHNSON DISTRIBUTING		07/15/2025	Regular	0.00	9,161.23	108235
1164078-04	Invoice	07/08/2025	GF-PARTS-PARKS		0.00	514.93	
1165322-00	Invoice	06/27/2025	GOLF-IRRIGATION SUPPLIES-MAINT		0.00	3,150.00	
1166206-00	Invoice	06/24/2025	GOLF-O RING-MAINT		0.00	379.83	
1166208-00	Invoice	06/25/2025	GOLF-IRRIGATION SUPPLIES-MAINT		0.00	1,750.86	
1166308-00	Invoice	06/27/2025	GOLF-SUPPLIES-MAINT		0.00	749.69	
1952699-02	Invoice	06/20/2025	GOLF-PARTS-MAINT		0.00	1,123.20	
1952699-03	Invoice	06/20/2025	GOLF-WOOD SIGN "KEEP CARTS ON PATH"...		0.00	278.40	
1957498-00	Invoice	06/23/2025	GOLF-PARTS-MAINT		0.00	902.46	
1957943-00	Invoice	06/27/2025	GOLF-FILTER-MAINT		0.00	95.94	
1957993-00	Invoice	06/30/2025	GOLF-INNER FILTER KIT-MAINT		0.00	215.92	
001643	PROCODE INC		07/15/2025	Regular	0.00	51,024.90	108236
2016335	Invoice	06/30/2025	GF-BUILDING PERMIT/INSPECTION SERVIC...		0.00	51,024.90	
002265	QUADIENT FINANCE USA INC		07/15/2025	Regular	0.00	302.00	108237
80877446 JUNE25	Invoice	06/26/2025	GF-POSTAGE RECHARGE MAY 24-JUNE 24,...		0.00	302.00	
001529	ROCKY MOUNTAIN PUMP & CONTROLS LLC		07/15/2025	Regular	0.00	4,056.00	108238
4368	Invoice	06/20/2025	GOLF-PARTS/SUPPLIES-MAINT		0.00	4,056.00	
000991	SCNS SPORTS FOODS INC		07/15/2025	Regular	0.00	94.40	108239
230301	Invoice	06/30/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP		0.00	94.40	
001026	SPECIALTY CIGARS, LLC		07/15/2025	Regular	0.00	683.69	108240
us16-39038864	Invoice	06/01/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	407.84	
US16-39427938	Invoice	06/01/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	275.85	
001052	SWIRE COCA-COLA, USA		07/15/2025	Regular	0.00	1,410.08	108241
47654725015	Invoice	06/27/2025	GOLF-PREPACKED GOODS-PRO SHOP		0.00	1,410.08	
002967	SYNERGETIC STAFFING LLC		07/15/2025	Regular	0.00	840.18	108242
21012148	Invoice	07/07/2025	GF-TEMP SERVICES JUNE 30-JULY 2, 2025-F..		0.00	840.18	
003880	TAEYA JIMENEZ		07/15/2025	Regular	0.00	269.50	108243
2007784.001	Invoice	07/01/2025	REC-PRO RATED MEMBERSHIP REFUND-		0.00	269.50	
003879	TALOR LINGUS		07/15/2025	Regular	0.00	40.00	108244
2007785.0001	Invoice	07/02/2025	REC-VOLLEYBALL CAMP REFUND-		0.00	40.00	
001116	THE TREE FARM		07/15/2025	Regular	0.00	5,911.85	108245
857287	Invoice	06/01/2025	CEM-TREES FOR CEMETERY-CEMETERY		0.00	2,369.30	
860479	Invoice	06/16/2025	CEM-TREES FOR CEMETERY-CEMETERY		0.00	3,542.55	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO		07/15/2025	Regular	0.00	75.00	108246
812682-202506-1	Invoice	07/01/2025	GF-DATA RESEARCH FEES FOR JUNE 2025-...		0.00	75.00	
001137	UNITED POWER		07/15/2025	Regular	0.00	184.79	108247

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
1215802 JUNE 2...	Invoice	06/30/2025	GF-JUNE 2025 ELECTRIC SERVICE (VET OFF...		0.00	184.79	
001137	UNITED POWER		07/15/2025	Regular	0.00	695.31	108248
24165100 JUNE25	Invoice	06/30/2025	GF-JUNE 2025 ELECTRIC SERVICE (SPLASH ...		0.00	695.31	
001137	UNITED POWER		07/15/2025	Regular	0.00	58,272.85	108249
10553102 JUNE25	Invoice	06/30/2025	United Power		0.00	22.69	
1194602 JUNE25	Invoice	06/30/2025	United Power		0.00	1,182.93	
1195001 JUNE25	Invoice	06/30/2025	United Power		0.00	3,954.93	
1195501 JUNE25	Invoice	06/30/2025	United Power		0.00	5,474.60	
1195603 JUNE25	Invoice	06/30/2025	United Power		0.00	714.22	
1195701 JUNE25	Invoice	06/30/2025	United Power		0.00	198.74	
1196401 JUNE25	Invoice	06/30/2025	United Power		0.00	36.54	
1207701 JUNE25	Invoice	06/30/2025	United Power		0.00	21.24	
1223101 JUNE25	Invoice	06/30/2025	United Power		0.00	20.00	
1240301 JUNE25	Invoice	06/30/2025	United Power		0.00	114.17	
1241801 JUNE25	Invoice	06/30/2025	United Power		0.00	2,940.24	
1241903 JUNE25	Invoice	06/30/2025	United Power		0.00	187.53	
1276101 JUNE25	Invoice	06/30/2025	United Power		0.00	822.56	
1279801 JUNE25	Invoice	06/30/2025	United Power		0.00	25.64	
1295501 JUNE25	Invoice	06/30/2025	United Power		0.00	83.88	
1296101 JUNE25	Invoice	06/30/2025	United Power		0.00	43.69	
1299501 JUNE25	Invoice	06/30/2025	United Power		0.00	130.09	
1302801 JUNE25	Invoice	06/30/2025	United Power		0.00	2,574.96	
1302901 JUNE25	Invoice	06/30/2025	United Power		0.00	103.80	
1316801 JUNE25	Invoice	06/30/2025	United Power		0.00	977.70	
1322501 JUNE25	Invoice	06/30/2025	United Power		0.00	6,113.29	
1360303 JUNE25	Invoice	06/30/2025	United Power		0.00	33.21	
13842400 JUNE25	Invoice	06/30/2025	United Power		0.00	59.12	
14427100 JUNE25	Invoice	06/30/2025	United Power		0.00	160.20	
15232500 JUNE25	Invoice	06/30/2025	United Power		0.00	22.12	
17149700 JUNE25	Invoice	06/30/2025	United Power		0.00	53.62	
17761600 JUNE25	Invoice	06/30/2025	United Power		0.00	20.06	
17868800 JUNE25	Invoice	06/30/2025	United Power		0.00	20.00	
18057500 JUNE25	Invoice	06/30/2025	United Power		0.00	644.06	
18498400 JUNE25	Invoice	06/30/2025	United Power		0.00	421.05	
18762100 JUNE25	Invoice	06/30/2025	United Power		0.00	20.23	
19545100 JUNE25	Invoice	06/30/2025	United Power		0.00	305.72	
19595600 JUNE25	Invoice	06/30/2025	United Power		0.00	25.63	
20040100JUNE25	Invoice	06/30/2025	United Power		0.00	163.80	
21675200 JUNE25	Invoice	06/30/2025	United Power		0.00	64.53	
21675300 JUNE25	Invoice	06/30/2025	United Power		0.00	178.28	
22185901 JUNE25	Invoice	06/30/2025	United Power		0.00	20.41	
3399301 JUNE25	Invoice	06/30/2025	United Power		0.00	58.45	
6601202 JUNE25	Invoice	06/30/2025	United Power		0.00	31.69	
6612303 JUNE25	Invoice	06/30/2025	United Power		0.00	21.29	
6779701 JUNE25	Invoice	06/30/2025	United Power		0.00	11,699.96	
704901 JUNE25	Invoice	06/30/2025	United Power		0.00	10,914.28	
7225800 JUNE25	Invoice	06/30/2025	United Power		0.00	20.06	
726705 JUNE25	Invoice	06/30/2025	United Power		0.00	20.00	
7280200 JUNE25	Invoice	06/30/2025	United Power		0.00	21.98	
733101 JUNE25	Invoice	06/30/2025	United Power		0.00	193.81	
762901 JUNE25	Invoice	06/30/2025	United Power		0.00	271.41	
803908 JUNE25	Invoice	06/30/2025	United Power		0.00	6,439.64	
8976200 JUNE25	Invoice	06/30/2025	United Power		0.00	624.80	
	Void		07/15/2025	Regular	0.00	0.00	108250
	Void		07/15/2025	Regular	0.00	0.00	108251
	Void		07/15/2025	Regular	0.00	0.00	108252
001798	UNITED STATES TREASURY		07/15/2025	Regular	0.00	364.35	108253

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount (Payable)	Discount Amount	Payment Amount	Payable Amount	Number
2024 FORM 720	Invoice	07/10/2025	GF-2024 PCORI FEES HRA-MISC		0.00			364.35	
001149	UTILITY NOTIFICATION CENTER		07/15/2025	Regular		0.00	352.57		108254
225060622	Invoice	06/30/2025	UF-ANNUAL ASSESSMENT JUNE 2025-W L...		0.00			352.57	
002132	VECTOR DISEASE CONTROL		07/15/2025	Regular		0.00	3,518.74		108255
P1-A00016851	Invoice	07/01/2025			0.00			3,518.74	
001156	VERIZON WIRELESS SVCS LLC		07/15/2025	Regular		0.00	5,931.08		108256
6117055302	Invoice	06/30/2025	Verizon Bill		0.00			5,931.08	
001208	WHITE BEAR ANKELE TANAKA & WALDRON		07/15/2025	Regular		0.00	3,895.01		108257
41609	Invoice	07/03/2025	GF-Metro District Legal Fees		0.00			3,895.01	
001212	WILLIAMS AND WEISS CONSULTING LLC		07/15/2025	Regular		0.00	6,030.00		108258
2159	Invoice	07/08/2025	UF/WST-WATER ENGINEERING-UF/WST		0.00			6,030.00	
003196	AMAZE HEALTH		07/08/2025	EFT		0.00	1,725.00		9100055
INV-9005	Invoice	06/30/2025	GF-JUNE 2025 MONTHLY USER FEES-MISC		0.00			1,725.00	
001918	AXON ENTERPRISES INC		07/08/2025	EFT		0.00	24,713.92		9100056
INUS327677	Invoice	06/24/2025	INUS327677		0.00			24,713.92	
001820	BADGER METER		07/08/2025	EFT		0.00	3,701.43		9100057
80200414	Invoice	06/28/2025	UF-BEACON HOSTING, ORION CELLULAR L...		0.00			3,701.43	
002853	BUCKEYE CLEANING CENTER		07/08/2025	EFT		0.00	1,665.61		9100058
90678899	Invoice	06/12/2025	GOLF-JANITORIAL SUPPLIES-PRO SHOP		0.00			1,027.08	
90681792	Invoice	06/25/2025	GF-JANITORIAL SUPPLIES-FAC		0.00			121.69	
90681808	Invoice	06/25/2025	GF-JANITORIAL SUPPLIES-FAC		0.00			516.84	
000216	CHAMBER OF COMMERCE		07/08/2025	EFT		0.00	1,400.00		9100059
061325	Invoice	06/13/2025	GF-2 TEAMS TRAPPERS DAY GOLF TOURN...		0.00			1,400.00	
000232	CIRSA		07/08/2025	EFT		0.00	3,183.00		9100060
INV1001912	Invoice	06/11/2025	GF-PC6025616- 1 LEGAL FEES-PD		0.00			3,183.00	
003166	CODE RED AUDITS, LLC		07/08/2025	EFT		0.00	2,641.00		9100061
INV-FLdpAC-HW-...	Invoice	06/24/2025	CODE OFFICE DOOR CONTROL		0.00			2,641.00	
002723	EAGLE ROCK COMPANY OF COLO		07/08/2025	EFT		0.00	1,530.56		9100062
14103092	Invoice	06/30/2025	GOLF-BEVERAGES-PRO SHOP		0.00			683.16	
14103093	Invoice	06/30/2025	GOLF-BEVERAGES-PRO SHOP		0.00			765.20	
14104557	Invoice	06/30/2025	GOLF-BEVERAGES-PRO SHOP		0.00			82.20	
003720	FREDERICK M GOODBEE		07/08/2025	EFT		0.00	1,600.00		9100063
062525	Invoice	06/25/2025	GF-JUDGE SERVICES FOR JUNE 2025-COURT		0.00			1,600.00	
000597	INSIGHT PUBLIC SECTOR INC		07/08/2025	EFT		0.00	20,140.79		9100064
1101287269	Invoice	06/25/2025	Palo Alto Annual Renewal(Quote: 228552...		0.00			20,140.79	
001786	JOHNSON CONTROLS SECURITY SOLUTIONS		07/08/2025	EFT		0.00	244.64		9100065
41438792	Invoice	07/01/2025	CPR-QTRLY MONITOR SERV JULY 1-SEPT 30..		0.00			244.64	
003316	MIGUEL IRAOLA		07/08/2025	EFT		0.00	575.00		9100066
06302025	Invoice	06/30/2025	GF-TRANSLATION SERVICES FOR JUNE 202...		0.00			575.00	
000932	R & M SERVICES		07/08/2025	EFT		0.00	1,067.28		9100067
10891	Invoice	06/17/2025	GF-VEHICLE MAINTENANCE-PD		0.00			88.85	
10892	Invoice	06/18/2025	GF-VEHICLE MAINTENANCE-PD		0.00			76.12	
10893	Invoice	06/25/2025	GF-VEHICLE MAINTENANCE-PD		0.00			480.14	
10895	Invoice	06/25/2025	GF-VEHICLE MAINTENANCE-PD		0.00			15.00	
10896	Invoice	06/27/2025	GF-VEHICLE MAINTENANCE-PD		0.00			407.17	
000999	SHAMROCK FOODS COMPANY		07/08/2025	EFT		0.00	3,079.09		9100068
34028372	Invoice	06/26/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP		0.00			18.97	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
34028373	Invoice	06/26/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...		0.00	1,673.16	
34141522	Invoice	06/30/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...		0.00	1,386.96	
001101	TODD HODGES DESIGN, LLC		07/08/2025	EFT	0.00	8,437.00	9100069
3703	Invoice	06/30/2025	GF-PLANNING SERVICES JUNE 16-29, 2025...		0.00	8,437.00	
003398	UNIVERSITY AUTO PARTS		07/08/2025	EFT	0.00	969.11	9100070
239216	Invoice	06/26/2025	GF-PARTS, SUPPLIES-PARKS		0.00	423.30	
239228	Invoice	06/26/2025	GF-PARTS/SUPPLIE-PARKS		0.00	13.89	
239744	Invoice	07/01/2025	GOLF-HYD HOSE FITTINGS, HOSE, PARTS-...		0.00	568.62	
239853	Credit Memo	07/02/2025	GOLF-CREDIT FOR SALES TAX-MAINT		0.00	-36.70	
000048	AIRGAS USA LLC		07/15/2025	EFT	0.00	22.89	9100071
5517654484	Invoice	06/03/2025	GOLF--LARGE ACETYLEN & OXYGEN-MAINT		0.00	22.89	
001327	ALTA PEAK ROLLOFFS LLC		07/15/2025	EFT	0.00	1,296.56	9100072
4835	Invoice	06/12/2025	GF-ROLL OFFS-PARKS		0.00	300.00	
4854	Invoice	07/07/2025	GF-ROLL OFF SERVICE @ WWTP-MISC		0.00	996.56	
001918	AXON ENTERPRISES INC		07/15/2025	EFT	0.00	5,804.20	9100073
INUS321016	Invoice	06/24/2025	INUS321016		0.00	5,804.20	
001820	BADGER METER		07/15/2025	EFT	0.00	3,701.64	9100074
80203371	Invoice	07/03/2025	UF-METER HOSTING SERVICES-ADMIN		0.00	3,701.64	
002853	BUCKEYE CLEANING CENTER		07/15/2025	EFT	0.00	3,191.65	9100075
90682822	Invoice	07/01/2025	REC-JANITORIAL SUPPLIES-REC CENTER		0.00	3,191.65	
003166	CODE RED AUDITS, LLC		07/15/2025	EFT	0.00	9,657.00	9100076
INV-FLrcPL-HW-2...	Invoice	07/03/2025	Camera replacement in original Pool area		0.00	9,657.00	
000361	DBC IRRIGATION SUPPLY		07/15/2025	EFT	0.00	4,055.76	9100077
S5958457.001	Invoice	06/27/2025	GF-REPAIR KIT-PARKS		0.00	559.76	
S5978088.001	Invoice	06/30/2025	GOLF-IRRIGATION SUPPLIES-MAINT		0.00	1,748.47	
S5981603.001	Invoice	06/27/2025	GF-PARTS/SUPPLIES-PARKS		0.00	1,747.53	
002723	EAGLE ROCK COMPANY OF COLO		07/15/2025	EFT	0.00	510.54	9100078
14123940	Invoice	07/07/2025	GOLF-BEVERAGES-PRO SHOP		0.00	484.60	
14125588	Invoice	07/07/2025	GOLF-BEVERAGES-PRO SHOP		0.00	25.94	
003609	GENERATOR SOURCE LLC		07/15/2025	EFT	0.00	19,663.75	9100079
INV105064	Invoice	06/16/2025	SF-REPAIRS TO NORTH LIFT STATION-WW...		0.00	5,362.75	
INV105065	Invoice	06/16/2025	SF-GENERATOR REPAIR @ NORTH LIFT ST...		0.00	14,301.00	
002674	HAYES POZNANOVIC KORVER, LLC		07/15/2025	EFT	0.00	7,432.26	9100080
1090	Invoice	07/03/2025	WST-June2024 Legal Fees-Water		0.00	7,432.26	
003259	KUMAR & ASSOCIATES, INC.		07/15/2025	EFT	0.00	6,971.00	9100081
235705	Invoice	07/07/2025	Boring and Geo Tech		0.00	6,971.00	
003101	LANGUAGELINE SOLUTIONS		07/15/2025	EFT	0.00	142.68	9100082
11654086	Invoice	06/30/2025	GF-INTERPRETATION SERVICES-PD		0.00	142.68	
000862	O'REILLY AUTO PARTS		07/15/2025	EFT	0.00	346.63	9100083
4489-222864	Invoice	06/01/2025	GF-PARTS FOR GARGE DOORS-PW SHOP		0.00	24.97	
4489-224219	Invoice	06/04/2025	GF/UF-MOTOR OIL-STREETS/W & S LINES		0.00	239.88	
4489-224241	Credit Memo	06/04/2025	UF-CREDIT FOR RETURNS-W LINES		0.00	-838.29	
4489-224270	Credit Memo	06/04/2025	GF-CREDIT FOR RETURNS-STREETS		0.00	-44.94	
4489-224335	Credit Memo	06/05/2025	GF/UF-CREDIT FOR RETURNS-STREETS/W ...		0.00	-150.00	
4489-224396	Invoice	06/05/2025	GF-MOTOR OIL-STREETS		0.00	7.49	
4489-224460	Invoice	06/05/2025	GF-HYD FITTING-STREETS		0.00	8.19	
4489-224784	Credit Memo	06/07/2025	GF-CREDIT FOR CORE RETURN-STREETS		0.00	-45.00	
4489-224786	Invoice	06/07/2025	GF-CORE CHARGE-STREETS		0.00	45.00	
4489-226276	Invoice	06/13/2025	GF-HOSE CLAMP, ANTIFREEZE-STREETS		0.00	85.54	
4489-226825	Invoice	06/16/2025	GF-MOTOR OIL-PW SHOP		0.00	113.85	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
4489-227096	Invoice	06/17/2025	GF-GUAGE-PARKS		0.00	59.99	
4489-227097	Invoice	06/17/2025	UF-BATTERY-W LINES		0.00	136.45	
4489-227407	Invoice	06/18/2025	GF-64 OZ CARWASH-PARKS		0.00	9.99	
4489-227429	Invoice	06/18/2025	GF-CABIN, AIR, OIL FILTERS-STREETS		0.00	265.77	
4489-227540	Invoice	06/19/2025	GF-ONE GALLON ANTI-FREEZE-PARKS		0.00	14.99	
4489-229286	Invoice	06/26/2025	GF-GALLON ANTIFREEZE-PARKS		0.00	13.99	
4489-229299	Invoice	06/26/2025	GF-PARTS FOR '23 FORD F-250-PW SHOP		0.00	197.18	
4489-229307	Invoice	06/26/2025	GF-PARTS FOR JOHN DEER MOWER UNIT ...		0.00	55.00	
4489-229516	Invoice	06/27/2025	GF/UF-FILTER-STREETS/W LINES		0.00	146.58	
	Void		07/15/2025	EFT	0.00	0.00	9100084
000999	SHAMROCK FOODS COMPANY		07/15/2025	EFT	0.00	3,010.43	9100085
34153762	Invoice	07/02/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED,...		0.00	2,058.65	
34164526	Invoice	07/07/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...		0.00	951.78	
001126	TYLER TECHNOLOGIES		07/15/2025	EFT	0.00	233.30	9100086
025-516856	Invoice	06/30/2025	GF-ONLINE PORTAL FEE-COURT		0.00	182.50	
025-517369	Invoice	06/30/2025	GF-COURT NOTIFICATIONS VIA TEXT-COU...		0.00	50.80	
003398	UNIVERSITY AUTO PARTS		07/15/2025	EFT	0.00	51.97	9100087
239325	Invoice	06/26/2025	GF-CABLE TIES, TEST LIGHT-STREETS		0.00	51.97	
001153	VALLEY FIRE EXTINGUISHER		07/15/2025	EFT	0.00	510.00	9100088
167766	Invoice	06/01/2025	CPR-FIRE EXTINGUISHER REPAIR-COMM C...		0.00	105.00	
167889	Invoice	06/03/2025	CPR-FIRE SYSTEM/EXTINGUISHER REPAIR-...		0.00	175.00	
168124	Invoice	06/26/2025	GF-FIRE SUPPRESSION SYSTEM INSPECTIO...		0.00	230.00	
002158	WW BACKHOE & DOZER SERVICES INC		07/15/2025	EFT	0.00	4,112.50	9100089
27955	Invoice	06/26/2025	SST-2025 ON CALL GRADING SERVICES-SST		0.00	1,925.00	
27956	Invoice	07/02/2025	SST-2025 ON CALL GRADING SERVICES-SST		0.00	2,187.50	
000119	BANK OF COLORADO		07/11/2025	Bank Draft	0.00	7,465.27	DFT0002615
INV0001785	Invoice	07/11/2025	HSA DISTRIBUTION		0.00	7,465.27	
000119	BANK OF COLORADO		07/11/2025	Bank Draft	0.00	1,378.32	DFT0002616
INV0001786	Invoice	07/11/2025	HSA DISTRIBUTION		0.00	1,378.32	
001416	VALIC_1		07/11/2025	Bank Draft	0.00	52,148.57	DFT0002617
INV0001787	Invoice	07/11/2025	VALIC - 457(b) $ Contributions		0.00	52,148.57	
001265	IRS		07/11/2025	Bank Draft	0.00	102,356.49	DFT0002618
INV0001790	Invoice	07/11/2025	Federal Withholding		0.00	102,356.49	
001418	CO DEPARTMENT OF REVENUE		07/11/2025	Bank Draft	0.00	17,154.00	DFT0002619
INV0001791	Invoice	07/11/2025	CO Withholding		0.00	17,154.00	
001416	VALIC_1		07/10/2025	Bank Draft	0.00	920.02	DFT0002620
INV0001792	Invoice	07/10/2025	VALIC - PD Retirement Plan Contributions		0.00	920.02	
001265	IRS		07/10/2025	Bank Draft	0.00	392.49	DFT0002621
INV0001793	Invoice	07/10/2025	Federal Withholding		0.00	392.49	
001418	CO DEPARTMENT OF REVENUE		07/10/2025	Bank Draft	0.00	141.00	DFT0002622

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
INV0001794	Invoice	07/10/2025	CO Withholding		0.00	141.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	159	85	0.00	380,448.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	8	8	0.00	181,956.16
EFT's	76	35	0.00	147,388.19
	243	**131**	**0.00**	**709,792.95**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	159	85	0.00	380,448.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	8	8	0.00	181,956.16
EFT's	76	35	0.00	147,388.19
	243	**131**	**0.00**	**709,792.95**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	7/2025	709,792.95
			709,792.95

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 1, 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, July 1, 2025. Mayor Zo Hubbard called the meeting to order at 6:03 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Michael Sanchez, Claud Hanes, and Bruce Fitzgerald. Councilmember Valerie Blackston participated remotely. Councilmembers Chris Ceretto joined the meeting at 6:05 p.m. Councilmember David Crespin was absent.

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

PERSONS TO ADDRESS COUNCIL

Carlos Barron, Representative for House District 48, provided a legislative update to Council regarding what has been happening at the State Capital. He discussed cost of living, upcoming special sessions, and TABOR.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the July 1, 2025, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- June 17, 2025 City Council Meeting Minutes
- Authorize the Mayor to Execute an Agreement to Purchase One Share of Fulton Irrigation from Julia Kiser for $30,000.00 (AM 2025-084)
- Authorize the Mayor to Execute an Agreement to Purchase One Share of Fulton Irrigation from Lisa Hillsinger for $30,000.00 (AM 2025-085)
- Approve the Purchase of PA185 Bobcat Air Compressor for Public Works Streets

from Bobcat of the Rockies, LLC for an Amount Not to Exceed $25,107.00 from the Public Works Streets General Fund (AM 2025-086)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2025-083 Award of Contract to JR Engineering for an Amount Not to Exceed $175,198.00 for Engineering Services for the Highway 52 / College Avenue Intersection Project from the Street Sales Tax Fund

Development in the Highway 52 / College Avenue has caused the potential warrant for a traffic signal at College Avenue and Highway 52.

JR Engineering will provide the CDOT warrant analysis, additional accel/decel lane design on the north side, drainage design and signal design.

The 2025 budget includes $1,200,000.00 in the Street Sales Tax Fund for the CR 12 Railroad Crossing Project. The crossing project is delayed another year due to Union Pacific review delays. Reallocation of $175,198 to the Highway 52 / College Ave Intersection Project is required.

It was moved by Chris Ceretto and seconded by Claud Hanes to Award Contract to JR Engineering for an Amount Not to Exceed $175,198.00 for Engineering Services for the Highway 52 / College Avenue Intersection Project from the Street Sales Tax Fund. Motion passed unanimously on roll call vote.

AM 2025-087 Award of Contract to HPM, Inc. for an Amount Not to Exceed $17,387,757.00 for the Elevated Water Storage Project Construction from the Utility Fund

Bid documents were advertised from April 4, 2025 and again on May 15, 2025 (due to State Revolving Fund paper advertisement requirements) with bid opening on June 13, 2025. Eight bids were received with HPM, Inc. providing the lowest responsible bid of $17,387,757.00.

HPM is a respected contractor in Front Range communities located in Englewood, Colorado. Recent projects include Brighton, National Park service, local water districts and Pueblo. Burns & McDonnell review to bid documents and provided a recommendation of award.

Budget		***Available Funds***	
Construction Bid	$ 17,387,757.00	City Matching	$ 2,500,000.00
Contingency @ 10%	$ 1,738,775.70	SRF Bonds	$ 13,000,000.00
Easement Acquisition	$ 120,000.00	SRF Leveraged Loan	$ 3,000,000.00
Engineering CM	$ 1,300,000.00	BIL Grant (Loan Forgiveness)	$ 3,000,000.00
		DOLA EIAF Grant	$ 1,000,000.00
TOTAL COST	**$ 20,546,532.70**		**$ 22,500,000.00**

Contract award for $17,387,757.00 in accordance with Bid Proposal submitted
Contingency of 10% = 1,738,775.7 authorized

Anticipated project start beginning August 2025. Project time of completion is December 31, 2027.

It was moved by Bruce Fitzgerald and seconded by Claud Hanes to Award Contract to HPM, Inc. for an Amount Not to Exceed $17,387,757.00 for the Elevated Water Storage Project Construction from the Utility Fund. Motion passed unanimously on roll call vote.

AM 2025-088 Award of Contract to Hall-Irwin, Corporation, Inc. for an Amount Not to Exceed $2,351,901.93 for the Waste Water Treatment Plant Lagoon Storage Slurry Wall Project from the Water Sales Tax Fund

Bid documents were advertised from March 25, 2025 with bid opening on April 28, 2025. Three bids were received with Geo Solutions providing the low bid. All bids were rejected and the project rebid.

Bid documents were advertised again from May 19, 2025 with bid opening on June 16, 2025. Three bids were received for the Slurry Wall portion and two additional bids for the Platform. The platform bids were not better than the Slurry Wall ad alternate for the platform work. Hall-Irwin provided the lowest responsible bid.

Hall-Irwin is a respected contractor in Front Range communities recently worked for Burnco on the Inouye pit slurry wall.

Project Budget

Civil Resources (Design)	
Amend DRMS 112	$ 56,000.00
Slurry Wall Design	$ 19,000.00
50% Design	$ 19,000.00
100 % Design (est)	$ 30,000.00
CM	$ 64,000.00
Slurry Wall Construction	
Hall-Irwin Bid	$ 2,363,920.26
Burnco Dirt	$ 360,000.00
Reservoir Construction (50% est)	$ 4,201,350.00
Wells (estimate)	$ 150,000.00
EstProject Cost	**$ 7,263,270.26**

Gravel Quantity - *(Original est assumed separation between 2 lagoons)*

	Estimated	1,930,000	tons
$ 1.00	/ton value	$ 1,930,000.00	
CWCB	75% Des/Plan	$ 51,000.00	
CWCB	50% Construction	$ 3,569,635.13	
City Funds		$ 1,712,635.13	
		$ 7,263,270.26	

Contract award for $2,351,901.93 in accordance with Bid Proposal submitted
Contingency of 10% = $235,190.19 authorized

Anticipated project start beginning July 2025 by Burnco stripping the vegetative material in the lagoons followed by stock piling of over burden for use on the platform construction. Hall-Irwin will work with Burnco for stock pile location with a start on the platform work in late July. The bypass pumping is currently scheduled for mid-August. Slurry wall project time of completion is September 2025 so Burnco can begin mining.

Mayor Hubbard asked Roy Vestal, Public Works Director, to find out who tests radioactivity in gravel mining. Mr. Vestal stated he would check with Burnco to find out what they know regarding radioactivity testing.

It was moved by Chris Ceretto and seconded by Claud Hanes to award contract to Hall-Irwin, Corporation, Inc. for an amount not to exceed $2,351,901.93 for the Waste Water Treatment Plant Lagoon Storage Slurry Wall Project from the Water Sales Tax Fund. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2025-009 Update to IM 2025-006 Regarding Bluedot Open Rewards to Identify Potential Future Changes to the Open Rewards Shop Local Program

The Open Rewards shop local program is on track to be activated by July 4, 2025. The program has been named Lupton Rewards.

The Open Rewards software now provides more program control variables. To ensure long-term program adaptability, some of the program details reported in IM 2025-006 may be revised in the future:

- The following are the introductory reward limits. These limits are subject to change and may be adjusted following notification to program participants.
    - 5% reward on all purchases
    - Reward amount per purchase capped at $50
    - Annual rewards are capped at $750 per account
    - Rewards must be redeemed within sixty days of the purchase transaction
- To introduce the program and promote consumer-oriented businesses in the city, program participation will include all Fort Lupton licensed businesses that offer goods or services to consumers, are located in the City of Fort Lupton, and are in good standing. Licensed businesses that are not located within city limits will not be included. Ineligible businesses include, but are not limited to: storage facilities; banks, credit unions, check cashing, insurance, investment, and similar financial businesses; membership or tuition-based businesses; digital services; real estate; wholesale, manufacturing, commercial vehicle, and other non-consumer businesses. Program participation is subject to change. Additionally, the reward percentage on purchases may vary based on the nature of business operations. (Example: Additional rewards may be offered for Small Business Saturday, holiday shopping, or other special themes.)

STAFF REPORTS

Roy Vestal, Public Works Director, stated staff contacted the Colorado Water Conservation Board for assistance for a consolidated water strategy plan to assist with the City's drought plan, combining the water efficiency and conservation plans into one and assisting with the non-potable master plan. He also discussed funding. He stated developments are on going and they are currently talking with Baessler Homes regarding water shares. He also discussed the water break that occurred this week on 4th Street and McKinley Ave. He reported there were three breaks and they have been repaired.

Chris Cross, City Administrator, praised staff and all their efforts that go into ensuring necessary projects are successful.

MAYOR/COUNCIL REPORTS

Councilmember Claud Hanes praised the efforts of the staff for working towards getting necessary projects completed.

Councilmember Chris Ceretto also praised staff for their efforts and hard work.

FUTURE CITY EVENTS

July 2, 2025	Coffee with a Cop, Fort Lupton Recreation Center, 203 S. Harrison Ave., 8 a.m. - 9 a.m.
July, 4, 2025	City Offices Closed in Observance of Independence Day
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.
August 5, 2025	National Night Out, Koshio Park, 1st Street and S. McKinley Ave., 5:00 p.m. - 8:00 p.m.

UPCOMING MEETINGS

July 8, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

July 15, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

July 29, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

August 5, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:44 p.m.

Submitted by,

____
Maricela Peña, City Clerk

Approved by City Council,

____
Zo Hubbard, Mayor

City Council Meeting
Date: July 15, 2025
Staff: Chris Cross,
City Administrator

AM 2025-089
Public Hearing☐

SUBJECT FOR DISCUSSION

Authorize the Mayor to Execute an Agreement to Purchase Two Shares of Fulton Irrigation from the Estate of Wilma F. Paceley for $30,000.00 per share.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Estate of Wilma F. Paceley offered to sell to the City of Fort Lupton two shares of the Fulton Irrigation Ditch Company for $30,000 per share. The City continues to ensure we have adequate water for City operations and this water is one source that can be used to accomplish that goal. The land that was historically irrigated by the share will not come with dry-up. The lack of dry-up covenant make the shares unsuitable for conversion to municipal use, but they can be used to irrigate areas within the Fulton Ditch service area, including the Coyote Creek Golf Course. The price of the shares reflects the fact that they cannot at this time be changed to municipal use.

Prior to closing, there is a 90 day due diligence time to allow for investigations of the shares. The investigations will allow the City to confirm that the shares can be used to irrigate the golf course and any other locations where the City may need to use the water that are within the Fulton Ditch service area, and whether the Estate of Wilma F. Paceley has good and marketable title to the shares. If the results of the investigations are not satisfactory, the City can terminate the purchase agreement before the end of the due diligence period. There is no requirement to pay an earnest money deposit for the shares. The total purchase price is $60,000.00.

FINANCIAL CONSIDERATIONS

The Water Sales Tax fund has sufficient reserves to cover the $60,000.00 purchase. A supplemental budget resolution will be necessary.

LEGAL/POLITICAL CONSIDERATIONS

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

ALTERNATIVES/OPTIONS

- Approve a different amount
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends authorization by the Mayor to execute the purchase agreement with Paceley to purchase one Fulton Irrigation share of water.

Attachments:

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

City Council Meeting
Date: July 15, 2025
Staff: Mari Peña, City Clerk

AM 2025-090
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Statement of Work for the Various Products from Civic Plus Allocated from the City Clerk, Recreation Center and Library Budgets for an Amount of $58,454.32 for 2026

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City Clerk's Office ("Clerk") has been working on obtaining one annual bill from Civic Plus for all the various products used by the City through its webpage. The products offered by CivicPlus have previously been approved by the City Council and have been in use for some years now. The amount of the Statement of Work is over the allowed amount that the City Administrator can approve, therefore it must be brought before the City Council for approval.

The products include:

- **CP Media & Agenda and Meeting Management Software** (Formerly known as **CivicClerk):** – Comprised of cloud-based, end-to-end solutions that enable clerks and municipal staff to easily manage and collaborate on agendas, minutes, and live meetings. Provides on-demand digital access to the meeting process.

- **Notification Systems**:
    - **Social Media Archiving** – Archives the City's social media platforms including Facebook, Twitter and Instagram
    - **Mass Notification Weather Alerts** – Provides weather alerts to those signed up
    - **Mass Notification System** – Provides weekly notification to those signed up of events in the City and used to alert employees of City closures and emergencies
    - **SeeClickFix**: Allows citizens to report issues, identify repair needs, and share feedback

- **Premium Department Headers**: The Recreation Center, Library and Police Department have their own individual headers on the respective webpages. The Police Department Header will be paid through the Clerk's budget while the Recreation Center and Library will be paid through their budget.

- **AudioEye**: Assisting with accessibility on the website.

- **Codification**: Maintains the Municipal Code and Ordinances.

FINANCIAL CONSIDERATIONS

The expenses will be included in the General Fund's 2026 Budget.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

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

1. Approve the Statement of Work for the various products offered by CivicPlus
2. Deny the Statement of Work and provide guidance to staff to purchase other products

STAFF RECOMMENDATIONS

Staff seeks approval of the Statement of Work

Attachments: a. Statement of Work

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client: Fort Lupton, CO

Bill To: Fort Lupton, CO

CO – Fort Lupton – Multiproduct - Statement of Work

QTY	Product Description	Amount
AMM		
1	CivicPlus Media: Annual Renewal	6,884.63
1	Agenda and Meeting Management – Standard Annual Fee Renewal	4,130.78
		Total 11,015.41
SMA, Notification, SCF		
1	Social Media Archiving- Economy Renewal	4,617.27
1	Mass Notification System Automated Weather Alerts Annual Fee	4,021.92
1	Mass Notification System Mass Notification	5,344.92
1	SeeClickFix 311 CRM Pro Renewal	10,848.60
		Total 24,832.71
SCF		
1	Premium Department Header Annual Fee- Municipal Websites	1,131.14
1	SSL Certificate Annual Fee	249.25
1	Municipal Websites AudioEye Managed Annual Fee Renewal	5,741.82
1	48 Month Redesign Ultimate Annual – Municipal Websites Central	-
1	Premium Department Header Annual Fee - Municipal Websites	1,131.14
1	Annual Fee Renewal (Hosting & Support)	7,047.27
		Total 15,300.62
Codification		
1	Custom Online Code Hosting	1,341.90
1	Full-Service Supplementation Subscription	4,935.00

30	Printed Copies and Freight Included – up to (#) copies	-
1	Annual Print Supplementation Service Included	-
		Total 6,276.90
Websites		
1	Premium Department Header Annual Fee – Municipal Websites	1,028.68
		Total 1,028.68
Annual Recurring Services		**USD 58,454.32**

1. This renewal Statement of Work ("SOW") is between Fort Lupton, CO ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term from January 1, 2026 through December 31, 2026 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL
Street Address		
Address 2		
City	State	Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

City Council Meeting
Date: 07/15/2025
Staff: Travis Aksamitowski, IT Director

AM 2025-091
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Annual Renewal of Box Enterprise Plus, KeySafe, and Premier Services for an Amount Not to Exceed $68,276.77, Allocated from the IT Department General Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The city has been using Box for file sharing and storage, both for internal use and external use of all file types, large and small. The Annual renewal cost is budgeted and will be coming out of IT Budget Code 100-1500-532100.

FINANCIAL CONSIDERATIONS

The budget in the General Fund's IT department for software is not sufficient to cover this. A supplemental budget resolution will be necessary.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Council proceeds with the renewal of the Annual Box Enterprise Plus cost
2. Council chooses not to move forward on the renewal

STAFF RECOMMENDATIONS

IT recommends approving the Annual Renewal of Box Enterprise Plus

Attachments: a. Box Renewal Invoice

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

____
City Clerk

____
Date

INVOICE

INV12840572
PO Number: REQ02182

Sold To: *Fort Lupton Municipal Government* Travis Aksamitowski	Account Number: B01520587 Invoice Number: INV12840572 PO Number: REQ02182
Bill To: *Fort Lupton Municipal Government* Travis Aksamitowski 130 S McKinley Ave Fort Lupton Colorado 80621 United States	Invoice Date: 06/30/2025 Payment Due By: 07/30/2025 Payment Terms: Net 30 Payment Method: WireTransfer

Service	Unit Price	Quantity	Subtotal	Tax	TOTAL
Box KeySafe *Service Period: 06/30/2025-06/29/2026*	$93.61	131	$12,262.80	$0.00	$12,262.80
Enterprise Plus *Service Period: 06/30/2025-06/29/2026*	USD 362.12	131	$47,438.19	$0.00	$47,438.19
Premier Services *Service Period: 06/30/2025-06/29/2026*	$8,575.78	1	$8,575.78	$0.00	$8,575.78
				Invoice Subtotal:	$68,276.77
				Tax:	$0.00
				Total:	**$68,276.77**
				Balance Due:	**$68,276.77**
				Currency:	**USD**

Payments and Adjustments

Transaction Date	Transaction Number	Transaction Type	Notes	Applied Amount
			Balance Due:	**$68,276.77**

Please note that failure to pay this invoice by the due date provided may result in suspension of services and the accrual of a late fee as outlined in the Box Service Agreement.

Payments remitted without reference to relevant invoice number(s) will not be processed and will be returned.

Payment by ACH/Wire Transfer:	Account Number: B01520587
For Credit of: Box Inc.	Invoice Date: 06/30/2025
Pay to: Wells Fargo Bank, NA	Invoice Number: INV12840572
420 Montgomery St	Payment Due Date: 07/30/2025
San Francisco, CA 94101 USA	Total Amount Due: $68,276.77
Routing and Transit #: 121000248	Amount Enclosed: ____________________
Account #: 4123719593	

Copy of our W-9: https://cloud.app.box.com/v/Box-Billing-W9

For additional Billing information or to pay via credit card, please visit our support site: support.box.com

City Council Meeting
Date: 07/15/2025
Staff: Travis Aksamitowski, IT Director

AM 2025-092
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving Microsoft Office Upgrade to 2024 Professional Plus in the Amount Not to Exceed $88,654.00, Allocated from the IT Department General Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Currently systems are running Microsoft Office 2019 Professional Plus, IT would like to upgrade the systems to start using Microsoft Office 2024 Professional Plus, keeping the systems with the current software(s) version. The cost of the software would be coming from budgeted 100-1500-57500 (Capital Projects) under Microsoft Licensing.

FINANCIAL CONSIDERATIONS

The IT Department in the General Fund has $180,000 budgeted in the Capital Expenditures account for Microsoft Licensing.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Council proceeds with the purchase of Microsoft Office 2024 Professional Plus licensing
2. Council chooses not to move forward on the purchase.

STAFF RECOMMENDATIONS

IT recommends the purchase of the Microsoft Office 2024 Professional Plus

Attachments: a. Microsoft Office 2024 Quotation

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

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Account name: 10644566

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

SHIP-TO

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

Quotation

Quotation Number	:	0228576189
Document Date	:	25-JUN-2025
PO Number	:	
PO Release	:	
Sales Rep	:	Dan Trivett
Email	:	DAN.TRIVETT@INSIGHT.COM
Phone	:	
Sales Rep 2	:	Maggie Ehrgott
Email	:	MAGGIE.EHRGOTT@INSIGHT.COM
Phone	:	+18002692523

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Electronic Delivery
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
EP2-27323-SLP	Microsoft Office Professional Plus 2024 - perpetual license - 1 user - LTSC STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 178266) LICENSE : 6370469 DEPLOY DATE : 25-JUN-2025	200	443.27	88,654.00

Product Subtotal	88,654.00
TAX	0.00
Total	88,654.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Dan Trivett

DAN.TRIVETT@INSIGHT.COM

Maggie Ehrgott
+18002692523
MAGGIE.EHRGOTT@INSIGHT.COM
Fax 8664330064

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

https://www.insight.com/terms-and-policies

SUBJECT FOR DISCUSSION

Approve the $45,500 Payment to Kline Alvarado Veio for Legal Work Related to the Colorado Water Resource and Power Development (CWRPDA) Loan for the Water Tower Project, Allocated from the Utility Fund-Water

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The debt issuance from CWRPDA required a legal opinion on the Tabor enterprise status of the water part of the utility fund. K.C. Veio was engaged to give the opinion and to handle the other legal requirements of debt issuances.

FINANCIAL CONSIDERATIONS

The Utility Fund – Water has $10,000 in legal fees budgeted. There are $35,500 in unexpended, budgeted funds in insurance premiums that will not be needed this year and can be reallocated to pay the legal fees.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the payment of legal fees to Kline Alvarado Veio PC from the Utility Fund-Water for an amount not to exceed $45,500.

Attachments:

a. Alvarado Kline Veio Invoice

Certification of Council Approval:

Ordinance No. _______________   _______________________ City Clerk   __________ Date

Resolution No. _______________

June 12, 2025

City of Fort Lupton, Colorado, acting
by and through its Utility Enterprise

Re: City of Fort Lupton, Colorado, acting by and through its Utility Enterprise, Colorado Water Resources and Power Development Authority Loans, Series 2025

FOR LEGAL SERVICES RENDERED:

Bond Counsel to the City of Fort Lupton, Colorado, acting by and through its Utility Enterprise, in connection with the CWRPDA Loans referenced above

Legal fees	$45,000.00
Out of pocket expenses (filing and delivery fees, etc.)	500.00
Total Amount Due:	**$45,500.00**

Please remit payment using either of the following methods:

Wire Transfer:

Or

Regular Mail:

Kline AlvaradoVeio, P.C.
100 Garfield Street, Suite 200
Denver, CO 80206

We appreciate the opportunity to do business with you.

KLINE ALVARADO VEIO, P.C.

Fort Lupton COLORADO

City Council Meeting
Date: July 15, 2025
Staff: Beyza Kirmizi, Planning Administrative Assistant

AM 2025-094
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of Jimmy Dominguez to the Planning Commission as a Regular Member for a Three-year Term Beginning July 15, 2025, and Ending July 15, 2028.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

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

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

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

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

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

STAFF RECOMMENDATIONS

Staff recommends approval of Jimmy Dominguez appointment to the Planning Commission for a term ending on July 15, 2028.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _______________ ___________________________________ City Clerk ___________ Date

Resolution No. _______________

RESOLUTION NO. 2025RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF JIMMY DOMINGUEZ AS A REGULAR MEMBER OF THE PLANNING COMMISSION FOR A TERM BEGINNING JULY 15, 2025 AND ENDING JULY 15, 2028.

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

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

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

WHEREAS, Jimmy Dominguez has expressed interest in serving on the Planning Commission; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Jimmy Dominguez to serve as a regular member to the Planning Commission beginning July 15, 2025 and ending July 15, 2028.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 15th 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

SUBJECT FOR DISCUSSION

Approving the Intergovernmental Agreement ("IGA") with Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder Concerning the Administration of the November 4, 2025, Coordinated Election with the City of Fort Lupton and Designating Maricela Peña as the Election Official for the City

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Colorado Revised Statues §1-7-116 indicates if there are overlapping political subdivisions holding an election, a coordinated election is required. The City Council is placing a ballot issue to be presented to the voters of Fort Lupton. The County Clerk is the "Coordinated Election Official" and is primarily responsible for conducting the election on behalf of the participating political subdivisions. The 1992 Act as amended provided that coordinated elections will be held pursuant to the "Uniform Election Code" and that there shall be an IGA between the Board of County Commissioners of Weld County, the Weld County Clerk and Recorder and the participating political subdivisions. The City has notified the Weld County Clerk of the City's intent to participate in the coordinated election, a minimum of 100 days before the election, no later than July 27, 2025, per C.R.S §1-7-116(5). Per C.R.S. §1-7-116(2), the last day to have the IGA signed, is August 26, 2025.

FINANCIAL CONSIDERATIONS

On Page 2, Section 3 (g) of the IGA, states that the Jurisdiction must pay the sum of $2.50 per registered elector eligible to vote in the Jurisdiction's election as of November 4, 2025, with a $200 minimum regardless of whether the election is actually held. A review of the voter registration list indicated there are approximately 6,540 registered electors residing in the City of Fort Lupton resulting in an estimated cost of $16,350.00.

The General Fund has $15,000.00 budgeted for elections in 2025. A supplemental budget resolution will be necessary.

LEGAL/POLITICAL CONSIDERATIONS

C.R.S. §1-7-116 states that coordinated elections are required for all overlapping political subdivisions that have conducted elections on the same date in November.

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Approve the Intergovernmental Agreement between the City of Fort Lupton, Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder for the conduct of the November 4, 2025, Coordinated Election.

Attachments: a. Memorandum of Intergovernmental Agreement for Coordinated Election
b. Calendar for Coordinated Election Dates

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

___________________________ City Clerk

__________ Date

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

City of Fort Lupton, hereinafter referred to as “Jurisdiction,” does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as “Commissioners,” and the Weld County Clerk and Recorder, hereinafter referred to as “County Clerk,” concerning the administration of the November 4, 2025, Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter “Code”), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk’s duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 4, 2025; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the “Coordinated Election Official,” pursuant to C.R.S. §1-7-116, and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and ______________________ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.

2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 4, 2025, Coordinated Election.

3. The Jurisdiction agrees to perform the following tasks and activities:

   a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.

   b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish (US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content.

d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.

e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.

f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).

g. Pay the sum of $2.50 per registered elector eligible to vote in the Jurisdiction's election as of November 4, 2025, with a $200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 or 1-11-215, except for costs collected from an "interested party" pursuant to C.R.S. §1-10.5-106 which shall be collected by the entity conducting the recount.

h. Designate an "election official" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.

i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.

j. Mail ballot issue notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.

k. Carry out all action necessary for cancellation of an election including notice pursuant to C.R.S. §1-5-208, and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to C.R.S. §1-5-208(5).

l. Jurisdiction shall verify as being accurate the list of registered elector's names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder's Office. By signing this Agreement, Jurisdiction represents that the list of registered elector's names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify the contact listed in section 5(f) of any changes to the information contained in said list.

m. By September **5th**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109, to leave a voice mail on how to pronounce the candidate's name and the office the candidate is seeking.

4. The County Clerk Agrees to perform the following tasks and activities:

a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.

b. Circulate the Taxpayer's Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.

c. Circulate general Ballot Issues notices pursuant to C.R.S. §§ 1-7-905 and 1-7-906(1), and publish and post notice, as directed in C.R.S. §1-5-205.

d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.

e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.

f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(f)).

g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.

h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

c. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

d. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

e. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

f. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales
Phone: (970) 400-3178
Fax: (970) 304-6566
Email: agonzales@weld.gov
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: ____________________________

Phone: ________________________

After hour phone number: ___________________

Additional Contact Information:

Fax: ________________________

E-mail: ____

Address: ____

____.

DATED this _________ day of ___________________, 2025.

WELD COUNTY CLERK AND RECORDER	BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WELD COUNTY
______________________________	______________________________
Carly Koppes, Clerk and Recorder	Perry Buck, Chair
APPROVED AS TO FORM:	ATTEST: ______________________________ Clerk to the Board of County Commissioners
______________________________	______________________________
County Attorney	Deputy Clerk to the Board
City of Fort Lupton APPROVED AS TO FORM:	ATTEST:
______________________________	______________________________
Attorney for Jurisdiction (Signature)	Designated Election Official for Jurisdiction (Signature)

2025 COORDINATED ELECTION
IMPORTANT DATES

Weld County will conduct a Mail Ballot election on November 4, 2025. The Intergovernmental Agreement (IGA) for this election is enclosed. Please sign and return it to the Weld County Clerk & Recorder by August 26, 2025.

Please submit your ballot content, candidates, ballot questions, and ballot issue information on hard copy and one of the following (your information will be directly loaded onto the ballot from one of these):

1. as an E-Mail attachment (agonzales@weld.gov)

We accept the **BALLOT** and **TABOR** information in **WORD** format. Please format the font to **Arial 10.**

The following is a calendar of important dates for you to remember this year:

July 25	Last day to notify the County Clerk that you will be participating in the Coordinated Election C.R.S. 1-7-116(5); 1-1-106(5)
Aug. 26	Last day to sign IGA for Coordinated Election C.R.S. 1-7-116(2)
Sept. 5	Last day for each Political Subdivision to certify ballot order and content to County Clerk C.R.S. 1-5-203(3)(a)
Sept. 5	Jurisdiction shall notify all candidates to call the Election Office at **970-400-3109** to leave a voice mail on how to pronounce the candidate's name. Candidate should also state which race they are running for.
Sept. 22	Final day for Designated Election Official (DEO) to submit ballot issue (pros/cons) information to County Clerk C.R.S. 1-7-904
Oct. 3	Last day for County Clerk to mail ballot issue information to all registered voters Article X Section 20(3)(b), C.R.S. 1-1-106(5)
Oct. 10	First day ballots may be mailed to voters, except UOCAVA voters. C.R.S. 1-7.5-107(3)(a)
Oct. 10	First day 24-hour ballot boxes open. October 10th through November 4th.
Oct. 15	Last day for County Clerk to publish legal notice. C.R.S. 1-1-104(34), C.R.S. 1-5-205(1)
Oct. 27	First day Voter Service and Polling Centers must be open C.R.S. 1-7.5-107(4.5)
Nov. 4	**ELECTION DAY!!!!!!** (Voter Service and Polling Centers open 7am-7pm)

Unofficial election results will be available election night on our website – http://www.weld.gov. If you have any questions, please do not hesitate to call.

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.

City Council Meeting
Date: July 15, 2025
Staff: Roy Vestal, Public Works Director

AM 2025-096
Public Hearing☐

SUBJECT FOR DISCUSSION

Authorize Signing by the Mayor of the Revised Contract with Hall-Irwin, Corporation, Inc. for an Amount Not to Exceed $2,351,901.93 for the Waste Water Treatment Plant Lagoon Storage Slurry Wall Project from the Water Sales Tax Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The contract was awarded on July 1, 2025 with AM2025-088. The contract document included with the award has been revised from what was presented.

Paragraph 3 Time of Completion is revised to November 26, 2025. The original document was not edited for the latest bidding cycle to reflect a more lenient time frame to work with the Contractor’s schedule.

Paragraph 6.B. is revised to reflect a change from 10% retainage on payment for work completed to 5% retainage, in accordance with HB21-1167 which states a maximum of 5% retainage is allowed.

FINANCIAL CONSIDERATIONS

Contract amount previously approved from the Water Sales Tax Fund.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Contract Agreement changes with Hall-Irwin
- Do not approve the Contract
- Rebid project.

STAFF RECOMMENDATIONS

Staff recommends approving the contract changes to Hall-Irwin, Corporation, Inc. for not to exceed $2,351,901.93 for the WWTP Lagoon Storage Slurry Wall Project.

Attachments: a. Revised Contract Agreement – Hall-Irwin.

Certification of Council Approval:

Ordinance No. _______________

Resolution No. _______________

___________________________________ City Clerk

___________ Date

City of Fort Lupton, Colorado

Public Works Department

Public Works Agreement

This **Public Works Agreement**, hereinafter "Agreement," is entered into by and between the **City of Fort Lupton, Colorado**, hereinafter "City," and **Hall-Irwin, Corporation, Inc.** 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. Certificates of Insurance; and

O. 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 no later than **November 26, 2025.**

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 **Two Million, Three Hundred Fifty-One Thousand,Nine Hundred One Dollars and Ninety-Three CENTS, $ 2,351,901.93**, 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 five percent (5%) 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 1st DAY OF July, 2025

CITY OF FORT LUPTON, COLORADO

____

By: **Zo Hubbard**

Title: **Mayor**

HALL-IRWIN, CORPORATION, Inc.

Robert Rensin

By: **Robert Rensin**

Title: **Vice President**

City Council Meeting
Date: July 15, 2025
Staff: Roy Vestal, Public Works Director

AM 2025-097
Public Hearing☐

SUBJECT FOR DISCUSSION

Award of Contract to McGrane Water Engineering, LLC for an Amount Not to Exceed $84,000.00 for Engineering Services for the Lagoon Water Storage Project from the Utility Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Conversion of the Waste Water Treatment Plant lagoons to augmentation storage as a part of the Comprehensive Water Strategy Plan is under way. Burnco will begin mining the gravel this year with an expected completion of 18 to 24 months. Design of the storage facility requires well design to fill the pond. Design parameters are required now to allow staff to make application to the Colorado Water Board for a revision of the City's current water decree.

The McGrane proposal includes evaluating the hydrogeology, conducting unit response functions to support the water rights case, test hole drilling and final well design with estimated costs.

The engineer's study can begin immediately upon approval of this agreement

FINANCIAL CONSIDERATIONS

The 2025 budget does not include this project. Mining royalties were expected to cover the slurry wall construction. There are sufficient funds in a Water Sales Tax Fund ColoTrust investment account to cover the cost. A supplemental budget resolution will be necessary. Staff has applied for a Colorado Water Conservation Board Grant for the Comprehensive Water Plan, of which this effort is a part of.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

A. Approve the agreement with McGrane Water Engineering
B. Reject agreement.
C. Select a different consultant

STAFF RECOMMENDATIONS

Staff recommends approving contract agreement with McGrane Water Engineering, LLC for not to exceed $84,000.00 for the well design of the Lagoon Water Storage Project from the Water Sales Tax Fund.

Attachments: a. PW Engineering Services Agreement – McGrane Water Engineering Engineering

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

____
City Clerk

____
Date

City of Fort Lupton, Colorado

PUBLIC WORKS Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **McGrane Water Engineering, LLC** (hereinafter "CONSULTANT").

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

1. **SCOPE OF SERVICES.** CONSULTANT shall perform the services for Fort Lupton included in the scope of work set forth and incorporated herein as **Exhibit A**. CONSULTANT confirms it possesses all necessary permits and professional licenses, as needed and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance and shall provide proof of same to the City upon request.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in **Exhibit A**. In the event of any conflict between the specific contract terms and requirements of this Public Works Agreement, including Exhibit A and any terms and conditions of Consultant, the parties specifically agree the terms of this Public Works Agreement and Exhibit A shall control.

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

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work and or services encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **$ 84,000.00**, as set forth in the Fee Schedule incorporated into **Exhibit A**, and subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts shall be paid only upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states no change orders shall be allowed unless approved in writing by the City. City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Consultant in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

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

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein. ***IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFIC TERMS AND REQUIREMENTS OF THIS PUBLIC WORKS AGREEMENT AND ANY TERMS AND CONDITIONS OF THE CONSULTANT, THE PARTIES SPECIFICALLY AGREE THE TERMS OF THIS PUBLIC WORKS AGREEMENT AND EXHIBIT A SHALL CONTROL.***

8. **DOCUMENTS.** All documents prepared by Consultant pursuant to this Agreement shall become the exclusive property of the City after full payment therefore. The parties expressly acknowledge that the work was specifically ordered or commissioned by the City, and further agree that it shall be considered Instruments of Service and Consultant shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Services to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant. The Consultant grants to the City a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The license granted under this section permits the City to authorize the Contractor, Subcontractor, and suppliers, to reproduce applicable portions of the Instruments of Services, solely and exclusively for use in performing services or construction for the project. If the Consultant rightfully terminates this Agreement for cause the license granted in this section shall terminate. In the event the City uses the Instruments of Services without retaining the authors writing authorization, the City releases the Consultant from all claims and causes of action arising from such uses. The City, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such cost and expense arise from the City's use of the Instruments of Services under this section. Except for the license granted under this section, no other license or right shall be deemed granted or implied under this Agreement. The City shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without prior writing agreement for the Consultant. Any unauthorized use of the Instruments of Services shall be at the City's sole risk and without liability to the Consultant.

9. **TERMINATION.** Services may be terminated by City or Consultant by giving (7) seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If terminated for cause, the City shall not be obligated to pay Consultant for work performed after the notice or that was not otherwise completed and approved by the City. The City may terminate this Consultant Agreement without cause with thirty (30) days' written notice. City shall pay Consultant for any services performed, completed and approved in writing by the City prior to the date of the notice to terminate for convenience.

10. **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.

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

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

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 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.

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

15. <u>FORCE MAJEURE.</u> 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.

16. <u>INDEMNIFICATION BY CONSULTANT.</u> Consultant shall defend, indemnify and hold the City harmless from any damages caused by Consultant's negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Consultant or its sub-consultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees. This indemnification is full and complete and is a material term of this Agreement. Consultant shall notify its insurance carrier immediately of any possible claim.

17. <u>STANDARD OF CARE.</u>

a. The standard of care for all services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession.

b. Re-performance of services that fail to meet the standard of care shall be Consultant's obligation.

18. <u>LIABILITY INSURANCE</u>

1. Comprehensive General Liability

a. The Consultant shall name the City as an additional insured on any applicable insurance policy. The Consultant shall purchase and maintain in force a Comprehensive General Liability Insurance Policy and such other insurance that is appropriate or applicable for the work being performed and services furnished and shall provide protection from claims set forth hereinbelow which may arise out of or result from the Consultant's performance and furnishing of the work and the Consultant's other obligations under the Contract Documents, whether performed or furnished by the Consultant, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable:

- **i.** Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- **ii.** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
- **iii.** Claims for damages because of bodily injury, sickness or disease, or the death of any person other than the Consultant's employees;
- **iv.** Claims for damages insured by personal injury liability coverage which are sustained:
  - **a)** by any person as a result of an offense directly or indirectly related to the employment of such person by the Consultant; or
  - **b)** by any other person for any other reason; Claims for damages, other than to the Work itself, because of injury to or the destruction of tangible property wherever located, including the loss of use resulting therefrom;
  - **c)** Claims for damages because of bodily injury or the death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

(a) The insurance required shall include the specific coverages, and be written for not less than the limits of liability and coverages specified or required by Colorado Law, whichever is greater.

- **i.** If applicable, Workers' Compensation and related coverages:

a)	State of Colorado	Statutory
b)	Applicable Federal	Statutory
c)	Employer's Liability	$ 100,000 each accident
		$ 500,000 disease, policy limit
		$ 100,000 disease, each employee

(b) The Consultant's Comprehensive General Liability Insurance Policy shall include:

i.	General Aggregate		$ 1,000,000
ii.	Personal and Advertising Injury		$ 500,000
iii.	Each Occurrence (Bodily Injury and Property Damage)		$ 500,000
iv.	Excess or Umbrella Liability Bodily Injury and Property Damage		$ 2,000,000
		Retention	$ 10,000

2. **Automobile Liability**
   Combined Single Limit of $ 1,000,000

3. **If applicable, Professional Liability**
   Limits of Liability:

   Aggregate $ 2,000,000
   Per Claim $ 2,000,000

19. **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 **15th DAY** OF **July, 2025**.

CITY OF FORT LUPTON, COLORADO

____
BY: **Zo Hubbard**
TITLE: **Mayor**

MCGRANE WATER ENGINEERING, LLC:

____

BY: **Dennis McGrane**

TITLE: **Principal**

McGrane Water Engineering, LLC
1669 Apple Valley Rd. • Lyons, CO 80540 • Phone: (303) 917-1247
E-Mail: dennis@mcgranewater.com

June 20, 2025

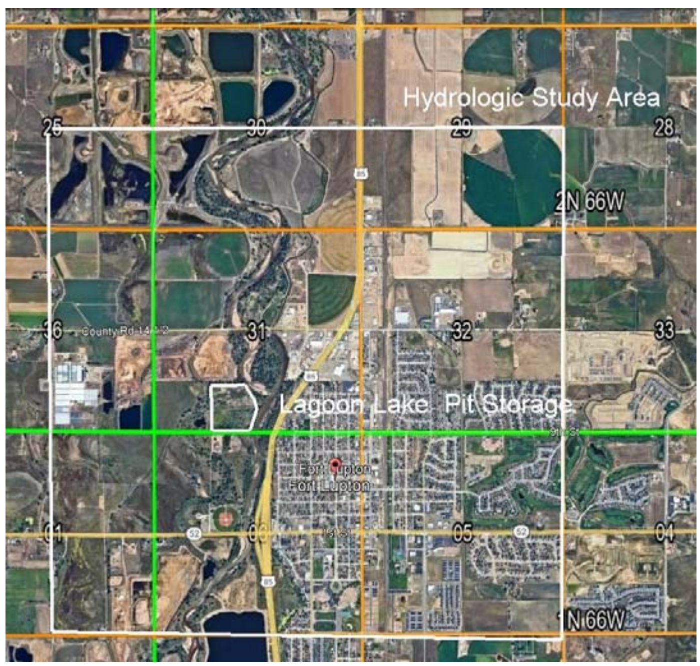
Mr. Roy Vestal - Public Works Director
City of Fort Lupton, Colorado
130 S. McKinley Ave. Via email at: Rvestal@FortLuptonCo.Gov
Ft. Lupton, CO 80621

RE: Service Agreement – Ft Lupton Gravel Pit Lake Groundwater Evaluation

Mr. Vestal:

McGrane Water Engineers, LLC. (MWE) is providing the City of Ft Lupton (City) this proposal for planning services related to a proposed gravel pit lake storage facility (referred to as "Lagoon" lake) located west of the South Platte River (SPR) and north of their existing wastewater treatment plant (**Figure 1).**

Figure 1 – Vicinity Map and Location of Lagoon lake.



The Lagoon lake is the first of potentially three proposed gravel pit lakes that will be filled by a well field located between the lake and the SPR. This proposal is based on discussions with your water resources engineer, Todd Williams of Williams and Weiss Consulting LLC (WWC), and a site visit conducted on June 2, 2025.

Project Phasing

The City envisions the project to occur in three phases and will seek Colorado Water Conservation Board (CWCB) funding. The City plans to use their gravel pit engineer, Civil Resources Consultants

(CRC), to design some of the project components including the wellfield pipeline manifold and "valve house" that will direct water in and out of the Lagoon lake.

We envision the wellfield and facilities will look similar to those shown in **Figure 2** with approximately 3-6 wells located between the Lagoon lake slurry wall and the SPR. Submersible pumps will be placed in the wells to reduce above ground infrastructure within the 100-year floodplain. Pump discharge will be directed from the wells through a buried meter vault into a pipeline manifold that will likely go to a valve house where the water is valved into the Lagoon lake and from the Lagoon lake to the SPR (during augmentation). We envision that individual well power, control boxes and SCADA will be placed at each wellhead. Power will likely run from the existing service poles located near the Lagoon lake.

Phase 1 – Planning will occur this summer. Phase 2 – Final engineering will occur prior to gravel mining completion in 4 to 5 years. Phase 3 - Construction will occur after mining, likely during the reclamation phase.

<u>Phase 1 – Planning Tasks</u>

The City has requested that MWE conduct the following tasks:

- Task 1 - Evaluate Hydrogeology;
- Task 2 – Conduct Unit Response Functions for Water Rights Case;
- Task 3 – Test Hole Drilling; and
- Task 4 – Final wellfield design and opinion of probable cost.

The City plans to use the Task 4 opinion of probable cost for the Phase 2 engineering and Phase 3 construction estimates for the CWCB funding applications.

I. SCOPE OF SERVICES

Task 1 – Evaluate Hydrogeology

The requested fill rate is approximately 7 cfs (~3,000 gpm). By evaluating the site hydrogeology we can better predict sustainable well yield. As requested, we will characterize both sides of the SPR so the Town can conduct other future planning work including a non-potable well expansion project to increase irrigation with non-potable water. This project may happen in 2026 depending on available funding.

Task 1 includes the following subtasks:

1.1. Compile existing geologic and hydrologic reports from the USGS, Colorado Division of Water Resources, including aquifer property maps prepared for the South Platte Decision Support System;

1.2. Compile and tabulate well data from the Colorado Division of Water Resources well database including: well name, permit number, location, well depth, depth to water, pumping rate and calculated aquifer transmissivity (aquifer thickness multiplied by the permeability);

1.3. Prepare "working" maps of:

- Permitted wells;
- Water table elevation;
- Well yield;
- Well depth; and
- Prepare contour maps of aquifer saturated thickness and transmissivity maps.

These maps will be used to:

- Site project wells in the highest yield locations;
- Evaluate aquifer properties to properly space wells along the SPR; and
- Create a groundwater model for use in the City's non-potable water irrigation project.

Deliverables: 1) "Working" maps discussed above.

Task 2 – Test Drilling

Well yield is a function of the aquifer's saturated thickness, permeability and available drawdown (setting depth of well verses water level). Test drilling is necessary to evaluate the expected spatial variability in those parameters, particularly in aquifer thickness. The challenge of planning and conducting a site characterization program is to optimize spatial knowledge and understanding of the aquifer while minimizing exploration and testing costs. This is why engineering costs are usually greater than drilling costs for this type of evaluation project.

The wells will be located between the pit and SPR. The City has an existing Well 10 located on the west side of the proposed pit (See Figure 1). The City has decided that wells along the SPR are more advantageous for filling the pit than Well 10's current location; therefore, evaluating Well 10 will not be included in this effort .

The current drill plan includes four test holes to bedrock as shown on **Figure 2**. We will collect samples at 5 foot intervals from each location and measure the depth to water encountered during drilling. Samples will be sent to a geotechnical lab for standard sieve analysis. Well geologic logs and abandonment reports will be filed with the State within 30 days of drilling. Additional test holes may be drilled on or near two additional Burnco gravel pits; however, permission has not been obtained at this point. This proposal will be amended should the City and Burnco come to agreement about access and test drilling.

Figure 2 – Approximate Test hole Locations

Under Task 2, we will conduct the following subtasks:

- Obtain test hole permits from the Colorado Division of Water Resources (CDWR);
- Prepare a drilling contractor bid package;
- Send the bid documents to three select contractors;
- Observe drilling, collect samples, measure depth to water, prepare geologic logs, and send approximately 16 samples to a geotechnical lab for gradation analyses to estimate relative permeability;
- Send drilling and completion reports to the CDWR; and
- Refine Task 1 maps of hydrologic properties including: i) alluvial aquifer extent, ii) depth to bedrock; iii) the bedrock structural elevation; and iv) aquifer saturated thickness.

Deliverables: 1) A map of proposed well locations will be included in Task 4 discussed below.

Assumptions: 1) We included costs for 16 sieve samples totaling $2,250 in our cost estimate; 2) We assume the contractor drilling cost is $15,000 based on recent similar drilling projects; 3) We can likely fit up to 3 wells on either side of the valve house; and 4) The valve house and pipelines from the meter vaults will be designed by CRC.

Task 3 – Create URF's for Water Rights Application

The City is interested in submitting a water rights application this fall that will include Unit Response Functions (URFs) for each proposed well. URFs represent depletion factors that can be multiplied by the amount of well pumping to determine the timing of depletions to the SPR. The URF's will be developed using the State's Alluvial Well Accounting System (AWAS) model transmissivity grid and appropriate future gravel pit boundary conditions.

Deliverables: 1) Memo describing the URF determination using AWAS.

Assumptions: 1) URFs will be based on AWAS model transmissivity values. 2) If additional wells to fill other gravel pit lakes located north of the Lagoon lake are added, then the task cost may increase.

Task 4 – Prepare Designs and Opinions of Probable Cost

Based on the information obtained during Tasks 1-3, we will know how many wells are likely to achieve the 7 cfs (~3000 gpm) yield objective. **Figure 2** shows the preliminary locations of our proposed test holes that ultimately may be the final well locations depending on the results of this work. For the wells this includes: locations, depth, diameter, and materials (steel verses stainless steel). For the pumps, this includes target yield, motor horsepower and power estimates for transformer sizing, drop pipe materials (steel, stainless steel or PVC), setting depth and diameter. For meter vaults this includes size, materials, elevation above 100-yr floodplain and installation depth.

Deliverables: 1) We will prepare final 50% designs all infrastructure components and preliminary opinions of probable costs for engineering and construction that can be used for CWCB loan applications.

Assumptions: 1) Final well design and the preparation of bid documents will occur at a later date under a separate proposal; 2) The wellheads will be elevated above the 100-year floodplain. 3) We do not know at this time whether the project can be completed with a nationwide 404 permit from the US Army Corp of Engineers. Therefore, this task is not included at this time.

Information Provided by the City:

We request that the City:

- Provide existing well installation, pump testing data and pump installation data;
- Provide access to the test hole sites;
- Contract directly with the test drilling contractor; and
- Provide us their contact at CRC.

I. COST

We estimate the cost to conduct Phase 1 planning tasks is **$58,000** for engineering and $15,000 for the drilling subcontractor. If we include a 10 percent contingency to account for uncertainty, we estimate the total project estimate will be approximately **$84,000** as shown in **Table 1**.

Table 1 - Ft Lupton Lagoon Lake Planning Tasks - Cost Summary				
Task	**Subtasks Description**	**Engineering $**	**Drilling Contractor $**	**Total $**
1.1	Hydrogeologic Evaluation	$12,000		$12,000
1.2	Water Rights Support	$13,000		$13,000
1.3	Test Hole Drilling and Laboratory Testing	$19,000	$15,000	$34,000
1.4	Preliminary Design and Cost Memo	$14,000		$14,000
Subtotal $		**$58,000**	**$15,000**	**$73,000**
Contingency 10%		$6,000	$2,000	$11,000
Grand Total $		**$64,000**	**$17,000**	**$84,000**

II. TIME REQUIRED

MWE will complete Phase 1 activities within 60 to 90 days from a notice to proceed. Delays caused by major changes in the project plans or by circumstances beyond our control, such as the drilling contractor’s schedule could extend the completion time.

III. PAYMENT

Payments for our services, like other professional services, are based on the actual time spent on your behalf using our standard hourly rates. The billing rate for Dennis McGrane is $195 per hour and $175 per hour for our subcontractors Daria Drago (D2 Consulting) and $95 per hour for Elephant Fish, LLC (GIS services). As the project proceeds and additional facts are discovered, it may be necessary to perform additional services and some items described may not be needed. For these reasons we can only provide an estimate of the time and cost to complete the services.

Routine expenses such as telephone, copies and travel are included. Invoices are submitted monthly for time and expenses incurred. Terms of payment are net 30 days. Services will stop whenever payment is overdue more than 45 days. The terms of this proposal will be honored for a period of 60 days. Acceptance of this proposal and authorization to proceed with the services can be indicated by signing one copy and returning it to us for our files.

Thank you for providing us the opportunity to present this proposal. We look forward to continuing our working relationship.

Sincerely,

MCGRANE WATER ENGINEERS, LLC

For: ______________________________

MWE - Contracting Agency

Dennis McGrane

Dennis McGrane, P.E., C.P.G. By: ____
Principal City of Ft. Lupton - Authorized Signature/Title

Cc Todd Williams: Williams and Weiss, LLC via email at: tlwwater@msn.com