



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, October 7, 2025
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. October 7, 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. September 16, 2025 City Council Meeting Minutes**
- b. Second Reading of Ordinance 2025-1189 Rezoning Land Legally Known as the 2183 South Denver Avenue Change of Zone**
- c. Second Reading of Ordinance 2025-1190 Rezoning Land Legally Known as The Lancaster Crossing Change of Zone**
- d. AM 2025-128 Approving the Mayor's Signature for a Grant of Easement to United Power for Electrical and Communications Facilities Located Adjacent to Existing Right of Way for Mountain View Avenue in the Coyote Creek Filing No. 6 Subdivision**
- e. AM 2025-129 Accepting and Approving Payment for the Water Pipeline Facilities Easement with Silicon Ranch for the Water Tower Project Water Main Connection**
- f. AM 2025-130 Approving the Payment of \$23,380.00 to Renae Denner for Water Pipeline Facilities Easement for the Water Tower Project Water Main Connection, Located Along the Southern Property Line of 15987 Highway 52**
- g. AM 2025-131 Approving the Payment of \$5,000.00 to Elizabeth Schaefer for a Temporary Construction Water Pipeline Facilities Easement for the Water Tower Project Water Main Connection**
- h. AM 2025-133 Approving a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the LG Everist NE Annexation Submitted by Lynn Mayer Shults with L.G. Everist Inc., and Setting the Public Hearing for December 2, 2025**
- i. AM 2025-134 Approving a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the LG Everist NW Annexation Nos. 1-2 Submitted by Lynn Mayer Shults with L.G. Everist Inc., and Setting the Public Hearing for December 2, 2025.**

- j. AM 2025-135 Approve the Submittal of the Application for 5.5% Property Tax Revenue Limit Exemption to DOLA and Ratify Council Signatures

Action Memorandum

- a. AM 2025-136 Authorize Notice to Proceed for Jacobs to Begin a Time and Material Capital Improvement Project (CIP) for Installation of a Platform Above the Pump Galley at the Water Treatment Plant, Project Cost Estimate is \$164,875.50 Allocated from the CIP Budget
- b. AM 2025-132 Approve Change Order to Contract with Burns and McDonnell for Construction Management Services for the Water Tower Project for an Amount Not to Exceed \$1,441,924.00 from the Utility Fund - Water Storage
- c. AM 2025-137 Approve Locate Agreement with BIF IV Intrepid OpCo LLC (Intrepid Fiber) for Added Location Services Related to Fiber Installation
- d. AM 2025-138 Approve Locate Agreement with Ripple Fiber for Added Location Services Related to Fiber Installation
- e. AM 2025-139 Award of Contract to Monuments Warehouse, LLC. for an Amount Not to Exceed \$97,150.00 for Columbarium-2025 Project from the General Fund - Cemetery

Information Memorandum

- a. IM 2025-016 Presentation of the 2026-Requested Budget

Staff Reports

Mayor/Council Reports

Future City Events

- a. October 17, 2025 Spookin' Movie Night Fort Lupton Recreation Center - 203 S. Harrison Ave., 6:00 p.m. – 8:30 p.m.
November 5, 2025 Coffee with a Cop, Fort Lupton Recreation Center - 203 S. Harrison Ave., 8:00 a.m.

Upcoming Meetings

- a. October 14, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 18, 2025 Budget Meeting, City Hall, 130 S. McKinley Ave. 8:00 a.m.
October 21, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 28, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
November 4, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 09/17/2025 - 10/07/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: New Main Operating-New Main Operating						
003612	JOHNSON MARK LLC	09/19/2025	Regular	0.00	455.16	108656
INV0001833	Invoice	09/19/2025	Brian Oswalt-Case #2024C042153	0.00	455.16	
003901	PROFESSIONAL FINANCE CO	09/19/2025	Regular	0.00	364.96	108657
INV0001834	Invoice	09/19/2025	Keith Jackel - Case #2025C031349	0.00	364.96	
003835	ACCENT ELECTRICAL SERVICES	09/23/2025	Regular	0.00	890.00	108658
25038B09	Invoice	09/15/2025	REC-REPAIRS, WORK ON LOCKER ROOMS/...	0.00	890.00	
000028	ACUSHNET COMPANY	09/23/2025	Regular	0.00	1,090.21	108659
921379574	Invoice	09/04/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	526.10	
921397445	Invoice	09/08/2025	GOLF-MERCHNDISE-PRO SHOP	0.00	564.11	
000031	ADAMSON POLICE PRODUCTS	09/23/2025	Regular	0.00	1,076.10	108660
INV439381	Invoice	09/01/2025	GF-UNIFORMS FOR D TRUJILLO-PD	0.00	6.95	
INV439386	Invoice	09/01/2025	GF-UNIFORMS FOR MONARES-PD	0.00	119.15	
INV439584	Invoice	09/01/2025	GF-UNIFORMS FOR D TRUJILLO-PD	0.00	112.48	
INV439835	Invoice	09/03/2025	GF-UNIFORMS FOR ALVAREZ-PD	0.00	247.40	
INV439838	Invoice	09/03/2025	GF-UNIFORMS FOR A LOPEZ-PD	0.00	224.96	
INV439887	Invoice	09/04/2025	GF-UNIFORMS FOR MONARES-PD	0.00	365.16	
002254	ADIDAS AMERICA INC	09/23/2025	Regular	0.00	386.10	108661
6164037761	Invoice	09/01/2025	REC-UNIFORMS-REC CENTER	0.00	386.10	
000040	AFLAC	09/23/2025	Regular	0.00	1,939.90	108662
329690	Invoice	09/11/2025	GF-SUPPLEMENTAL INS FOR SEPTEMBER 2...	0.00	1,939.90	
000044	AGFINITY INC	09/23/2025	Regular	0.00	475.91	108663
FS3294	Invoice	09/01/2025	GOLF-TANK RENT-MAINT	0.00	180.08	
FS3295	Invoice	09/01/2025	GOLF-TANK RENT-MAINT	0.00	180.08	
H89650	Invoice	09/15/2025	GF-CHEMICALS/FERTILIZER-PARKS	0.00	115.75	
003918	ALL FUNERAL SERVICES, LLC	09/23/2025	Regular	0.00	7,200.00	108664
31NRSUPX-0003	Invoice	09/12/2025	GF-MONTHLY SOFTWARE FEE FOR SEPTE...	0.00	7,200.00	
002941	AMERITAS LIFE INSURANCE CORP	09/23/2025	Regular	0.00	8,417.44	108665
010-57637-01 D...	Invoice	10/01/2025	GF-DENTAL INS FOR OCTOBER 2025-HR	0.00	7,490.76	
010-57637-02 VIS...	Invoice	10/01/2025	GF-VISION INS FOR OCTOBER 2025-HR	0.00	926.68	
003652	ANIMAL CLINIC LLC	09/23/2025	Regular	0.00	97.00	108666
536466	Invoice	09/01/2025	GF-ANMIAL SERVICES-CODE	0.00	97.00	
003650	AVALON COMMUNICATION SERVICES	09/23/2025	Regular	0.00	365.00	108667
522450	Invoice	09/01/2025	REC-ELEVATOR ALARM PHONE LINE REPAI...	0.00	365.00	
003882	B&M ROOFING OF COLORADO LLC	09/23/2025	Regular	0.00	571.58	108668
2036168	Invoice	09/05/2025	REC-GYM ROOF REPAIRS-REC CENTER	0.00	571.58	
003524	BEST CLEANER DISPOSAL	09/23/2025	Regular	0.00	1,027.00	108669
24216	Invoice	10/01/2025	GF-1025 1ST ST OCT 2025 TRASH SVC-CODE	0.00	40.00	
24217	Invoice	10/01/2025	GF-205 HARRISON AVE XTRA P/U ON 09/1...	0.00	55.00	
24218	Invoice	10/01/2025	GF-205 HARRISON AVE, OCT 2025 TRASH ...	0.00	72.00	
24219	Invoice	10/01/2025	GF-CITY HALL OCT 2025 TRASH SVC-FAC	0.00	135.00	
24220	Invoice	10/01/2025	GF-800 12TH ST OCT 2025 TRASH SVC-PW ...	0.00	129.00	
24222	Invoice	10/01/2025	CPR-203 S HARRISON AVE, XTRA P/U ON 0...	0.00	55.00	
24223	Invoice	10/01/2025	CPR-203 S HARRISON AVE OCT 2025 TRAS...	0.00	85.00	
24224	Invoice	10/01/2025	GOLF-465 COLLEGE AVE OCT 2025 TRASH ...	0.00	135.00	

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24225	Invoice	10/01/2025	GOLF-222 CLUBHOUSE DR OCT 2025 TRAS...	0.00	164.00	
24226	Invoice	10/01/2025	GF-0 HWY 52 OCT 2025 TRASH SVC-FAC	0.00	85.00	
24227	Invoice	10/01/2025	CEM-13750 WCR 12 OCT 2025 TRASH SVC...	0.00	72.00	
000183	CALLAWAY GOLF SALES COMPANY	09/23/2025	Regular	0.00	819.60	108670
940693939	Invoice	09/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	423.13	
940962861	Credit Memo	09/01/2025	GOLF-CREDIT FOR RETURNS-PRO SHOP	0.00	-419.00	
941031578	Credit Memo	09/01/2025	GOLF-CREDIT FOR RETURNS-PRO SHOP	0.00	-69.00	
941153853	Invoice	09/05/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	884.47	
000182	CEM SALES & SERVICE INC	09/23/2025	Regular	0.00	781.25	108671
12501664	Invoice	09/10/2025	REC-POOL CHEMICALS-REC CENTER	0.00	781.25	
000241	CITY OF FT LUPTON-UTIL INVOICE	09/23/2025	Regular	0.00	43,408.14	108672
110035001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-S RAILRO...	0.00	1,620.55	
110036002 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-ANIMAL ...	0.00	390.39	
110221001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-RR PK SO...	0.00	549.01	
110222001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-RR PK NO...	0.00	1,313.25	
110249001 AUG...	Invoice	09/01/2025	GOLF-07/28-08/29WATER USAGE-CLUBH...	0.00	511.29	
110251001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-CC MAST ...	0.00	115.77	
110252001 AUG...	Invoice	09/01/2025	GOLF-07/28-08/29 WATER USAGE-IRRIGAT..	0.00	2,461.08	
110252101 AUG...	Invoice	09/01/2025	GOLF-07/28-08/29 WATER USAGE-RESTR...	0.00	139.84	
330025001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-9TH ST PK	0.00	548.31	
330031001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-N RAILRO...	0.00	1,989.07	
330045001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-PW SHOP	0.00	158.78	
330092001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-5TH & FU...	0.00	229.27	
330166001 AUG...	Invoice	09/01/2025	CPR-07/28-08/29 WATER USAGE-MUSEUM	0.00	208.32	
330920000 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-CANNERY ...	0.00	34.67	
550055501 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-VERIZON ...	0.00	629.78	
550057001 AUG...	Invoice	09/01/2025	CPR-07/28-08/29 WATER USAGE-COMM C...	0.00	700.55	
550057601 AUG...	Invoice	09/01/2025	REC-07/28-08/29 WATER USAGE-REC CEN...	0.00	2,150.66	
550057701 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-IRRG REC ...	0.00	6,289.25	
660092001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-LANCAST...	0.00	1,465.70	
770109501 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-HERITAGE...	0.00	408.98	
770116501 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-HERITAGE...	0.00	456.26	
770214501 AUG...	Invoice	09/01/2025	GOLF-07/28-08/29 WATER USAGE-IRRIGAT..	0.00	59.02	
770229001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-ROADSIDE...	0.00	236.02	
770229501 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-PEARSON ...	0.00	3,193.71	
770229601 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-PEARSON ...	0.00	38.96	
770231101 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-25.5 S GR...	0.00	79.14	
990004001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-S MCKINL...	0.00	276.26	
990004101 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-KOSHIO PK..	0.00	106.28	
990005001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-CITY HALL	0.00	290.11	
990006001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-IRRIG N IS...	0.00	139.40	
990007001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-IRRIG CITY...	0.00	297.36	
990008001 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-IRRIG S IS...	0.00	78.94	
990132001 AUG...	Invoice	09/01/2025	CEM-07/28-08/29 WATER USAGE-CEMETE...	0.00	15,830.56	
999910000 AUG...	Invoice	09/01/2025	GF-07/28-08/29 WATER USAGE-FULTON V...	0.00	411.60	
	Void	09/23/2025	Regular	0.00	0.00	108673
	Void	09/23/2025	Regular	0.00	0.00	108674
002651	COLORADO COMMUNITY MEDIA	09/23/2025	Regular	0.00	515.72	108675
141519	Invoice	09/11/2025	GF-LEGAL NOTICE ORDINANCE #2025-118...	0.00	53.72	
2025ci-9570	Invoice	09/01/2025	GF-PUBLICATION OF CITY WIDE GARAGE S...	0.00	462.00	
003740	COLORADO PORTABLES LLC	09/23/2025	Regular	0.00	200.00	108676
137495	Invoice	09/11/2025	CEM-ADA PORTABLE TOILET SERVICES-CE...	0.00	200.00	
000307	COMCAST CABLE COMM, LLC	09/23/2025	Regular	0.00	260.52	108677
0208785 SEPT25	Invoice	09/04/2025	GF-SEPTEMBER 2025 INTERNET SERVICE-P...	0.00	260.52	
001517	CORE&MAIN LP	09/23/2025	Regular	0.00	225.02	108678

Council Check Report

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X683884	Invoice	09/09/2025	UF-PARTS/SUPPLIES-W LINES	0.00	225.02	
000393	DISCOUNT PLUMBING SERVICES INC	09/23/2025	Regular	0.00	305.91	108679
0925-20	Invoice	09/08/2025	GF-SERVICE ON TANK BOOSTER PUMP-C...	0.00	305.91	
003812	FREEDOM FUEL COLORADO LLC	09/23/2025	Regular	0.00	1.81	108680
0000184-IN	Invoice	09/01/2025	UF-NATURAL GAS FUEL-W LINES	0.00	1.81	
000507	FT LUPTON RECREATION SPORTS	09/23/2025	Regular	0.00	1,180.00	108681
090625	Invoice	09/06/2025	CPR-SOCCER & FLAG FOOTBALL REFEREE F...	0.00	1,180.00	
002169	GH PHIPPS CONSTRUCTION COMPANIES	09/23/2025	Regular	0.00	74,852.49	108682
CITY HALL 6	Invoice	09/01/2025	GF-PURCHASE MATERIALS FOR NEW CITY ...	0.00	74,852.49	
002143	GREEN CO2 SYSTEMS	09/23/2025	Regular	0.00	324.46	108683
00387379	Invoice	09/10/2025	REC-POOL CHEMICALS-REC CENTER	0.00	324.46	
003894	HARD HEAD VETERANS LLC	09/23/2025	Regular	0.00	9,683.82	108684
INV-1039	Invoice	09/12/2025	BALLISTIC HELMET	0.00	9,683.82	
000567	HIGH COUNTRY BEVERAGE CORP	09/23/2025	Regular	0.00	539.10	108685
W-7191564	Invoice	09/08/2025	GOLF-BEVERAGES-PRO SHOP	0.00	539.10	
003924	HUDICK EXCAVATING	09/23/2025	Regular	0.00	1,500.00	108686
091725	Invoice	09/17/2025	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
003120	HUDSON LOCKERS, INC	09/23/2025	Regular	0.00	242.50	108687
563	Invoice	09/15/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	242.50	
001580	INTERMOUNTAIN HEALTH PLATTE VALLEY HOSF	09/23/2025	Regular	0.00	170.00	108688
10008479	Invoice	09/01/2025	GF-MEDICAL SERVICES-PD	0.00	170.00	
003919	IRON RIVER WELDING AND FABRICATION LLC	09/23/2025	Regular	0.00	585.00	108689
1244	Invoice	09/05/2025	REC-WELDING SERVICES-REC CENTER	0.00	585.00	
000659	JOHNSON AUTO PLAZA	09/23/2025	Regular	0.00	1,749.45	108690
464441	Invoice	09/01/2025	GF-VEHICLE REPAIRS/MAINTENANCE-PD	0.00	1,749.45	
003922	JUAN LUNA	09/23/2025	Regular	0.00	52.50	108691
091525	Invoice	09/15/2025	GF-MILEAGE REIMBURSEMENT FOR TRAIN...	0.00	52.50	
000716	LEONARD B. MEDOFF, Ph.D.	09/23/2025	Regular	0.00	425.00	108692
081625	Invoice	09/01/2025	GF-PRE EMPLOYMENT PSYCHOLOGICAL E...	0.00	425.00	
000735	LL JOHNSON DISTRIBUTING	09/23/2025	Regular	0.00	4,454.82	108693
1167586-00	Invoice	09/01/2025	GOLF-O RINGS, IRRIGATION PARTS-MAINT	0.00	3,893.22	
1952699-01	Invoice	09/01/2025	GOLF-WHITE PRISMED FLAG STICKS-MAINT	0.00	561.60	
001913	LUXOTTICA OF AMERICA, INC	09/23/2025	Regular	0.00	46.65	108694
6922646952	Invoice	09/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	46.65	
000780	MCGRANE WATER ENGINEERING LLC	09/23/2025	Regular	0.00	7,331.50	108695
FTL(LLAKE)-01	Invoice	09/11/2025	WST-LAGOON ENGINEERING-WATER	0.00	7,331.50	
000795	MILE HIGH TURFGRASS, LLC	09/23/2025	Regular	0.00	3,423.00	108696
13000	Invoice	09/04/2025	GOLF-CHEMICALS/FERTILIZER-MAINT	0.00	3,423.00	
003824	NEW WEST PAVING, INC.	09/23/2025	Regular	0.00	889.20	108697
091725	Invoice	09/17/2025	UF-HYD METER DEP REFUND-UB	0.00	889.20	
003044	PEAK FORM, LLC	09/23/2025	Regular	0.00	1,375.00	108698
6310K25213	Invoice	09/01/2025	GF-CDL/NON CDL/PRE EMPLOYMENT TEST...	0.00	1,375.00	
003923	SALLY G SANDOVAL	09/23/2025	Regular	0.00	71.27	108699
091625	Invoice	09/16/2025	UF-UNAPPLIED CREDIT & OVERDRAFT FEE ...	0.00	71.27	
000999	SHAMROCK FOODS COMPANY	09/23/2025	Regular	0.00	2,690.27	108700

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34687389	Invoice	09/08/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	1,156.61	
34711315	Invoice	09/15/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	1,533.66	
001005	SHERWIN-WILLIAMS	09/23/2025	Regular	0.00	158.79	108701
8049-5	Invoice	09/01/2025	REC-PAINTING/SUPPLIES-REC CENTER	0.00	158.79	
001040	STERICYCLE	09/23/2025	Regular	0.00	37.45	108702
4001604193	Credit Memo	09/12/2025	GF-CREDIT FOR UNAUTHORIZED P/U ON I...	0.00	-37.45	
8011976273	Invoice	09/10/2025	GF-SHREDDING SERVICE FOR PLANNING-C...	0.00	74.90	
003854	STOCK ENTERPRISES, LLC	09/23/2025	Regular	0.00	20,670.32	108703
INV-55041	Invoice	09/02/2025	GRAPPLER POLICE BUMPER	0.00	20,670.32	
001075	THE CONSOLIDATED MUTUAL	09/23/2025	Regular	0.00	179.24	108704
091625A	Invoice	09/16/2025	UF-AUGUST 2025 PERRY PIT DISCHARGE P...	0.00	84.81	
091625B	Invoice	09/16/2025	UF-AUGUST 2025 WELL PUMP B-W STOR	0.00	60.45	
091625C	Invoice	09/16/2025	UF-AUGUST 2025 WELL PUMP C-W STOR	0.00	33.98	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	09/23/2025	Regular	0.00	75.00	108705
812682-202508-1	Invoice	09/01/2025	GF-DATA RESEARCH FEES-PD	0.00	75.00	
001120	TRUDILIGENCE LLC	09/23/2025	Regular	0.00	254.46	108706
67969	Invoice	09/01/2025	GF-BACKGROUND CHECKS-HR	0.00	254.46	
001137	UNITED POWER	09/23/2025	Regular	0.00	277.92	108707
10213507 SEPT25	Invoice	09/15/2025	GF-SEPTEMBER 2025 ELECTRIC SERV (1200...	0.00	271.25	
1223101	Invoice	09/10/2025	GF-SEPT 2025 ELEC SERV B&G PUMP, FINA...	0.00	6.67	
001174	WAGNER EQUIPMENT CO.	09/23/2025	Regular	0.00	1,945.08	108708
P00C2834922	Invoice	09/01/2025	GF-COVERS-STREETS	0.00	450.64	
P00C2834923	Invoice	09/01/2025	GF-PARTS/SUPPLIES-STREETS	0.00	749.92	
P00C2834924	Invoice	09/01/2025	GF-WASHERS-STREETS	0.00	43.52	
P00C2836714	Invoice	09/10/2025	GF-PARTS/SUPPLIES-STREETS	0.00	426.35	
P00C2840224	Invoice	09/09/2025	GF-PARTS/SUPPLIES-STREETS	0.00	274.65	
001203	WELD COUNTY SHERIFF'S OFFICE	09/23/2025	Regular	0.00	38.58	108709
FLPD82025	Invoice	09/09/2025	GF-PRISONER FEES-COURT	0.00	38.58	
001225	YAMAHA MOTOR CORP	09/23/2025	Regular	0.00	17,416.35	108710
886669	Invoice	09/01/2025	GOLF-MONTHLY LEASE PAYMENT-PRO SH...	0.00	17,416.35	
003802	AMY BIONDO MUSIC	09/22/2025	Regular	0.00	1,300.00	108711
090525	Invoice	09/05/2025	CPR-BAND @ TRAPPERS' DAY (FINAL PYM...	0.00	1,300.00	
000028	ACUSHNET COMPANY	09/30/2025	Regular	0.00	516.94	108712
921415489	Invoice	09/10/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	516.94	
000031	ADAMSON POLICE PRODUCTS	09/30/2025	Regular	0.00	188.85	108713
INV440067	Invoice	09/08/2025	GF-UNIFORMS FOR MARTINEZ-PD	0.00	188.85	
002254	ADIDAS AMERICA INC	09/30/2025	Regular	0.00	539.70	108714
6164030823	Invoice	09/01/2025	GOLF-UNIFORMS-PRO SHOP	0.00	62.10	
6164120216	Invoice	09/11/2025	GF-MERCHANDISE-CTY ADMIN	0.00	32.70	
6164126014	Invoice	09/11/2025	GF-MERCHANDISE-CTY ADMIN	0.00	207.90	
6164126015	Invoice	09/11/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	118.50	
6164155783	Invoice	09/17/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	118.50	
000044	AGFINITY INC	09/30/2025	Regular	0.00	8,903.32	108715
H89685	Invoice	09/17/2025	GOLF-FERTILIZER/CHEMICALS-MAINT	0.00	3,792.00	
I87354	Invoice	09/22/2025	GOLF-UNLEADED GASOHOL-MAINT	0.00	3,537.29	
I87355	Invoice	09/22/2025	GOLF-FIELDMASTER DYED DIESEL-MAINT	0.00	1,574.03	
003926	AMBER N DAVIS	09/30/2025	Regular	0.00	100.00	108716
2007855.001	Invoice	09/17/2025	GF-REUND FOR BASKETBALL-	0.00	50.00	

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2007856.001	Invoice	09/17/2025	REC-REFUND FOR YOUTH BASKETBALL	0.00	50.00	
003524	BEST CLEANER DISPOSAL	09/30/2025	Regular	0.00	19.00	108717
24962	Invoice	09/16/2025	GF-BALANCE FOR LARGER DUMPSTER-PA...	0.00	19.00	
003766	BIG WILLY MEAT COMPANY	09/30/2025	Regular	0.00	223.00	108718
0000832	Invoice	09/22/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	223.00	
000160	BREAKTHRU BEVERAGE COLORADO	09/30/2025	Regular	0.00	450.22	108719
123398852	Invoice	09/18/2025	GOLF-BEVERAGES-PRO SHOP	0.00	131.00	
123398853	Invoice	09/18/2025	GOLF-BEVERAGES-PRO SHOP	0.00	319.22	
000183	CALLAWAY GOLF SALES COMPANY	09/30/2025	Regular	0.00	1,653.98	108720
941204497	Invoice	09/15/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,653.98	
003691	CENTURY COMMUNITIES	09/30/2025	Regular	0.00	106,526.00	108721
092225	Invoice	09/22/2025	UF-REPLACE WATER MAIN-COYOTE CREEK...	0.00	106,526.00	
003053	CESAR PEREZ AGUIRRE	09/30/2025	Regular	0.00	250.00	108722
29	Invoice	09/15/2025	CPR-PUMPKIN FEST FACE PAINTING-EVEN...	0.00	250.00	
001506	CHRISTOPHER CROSS	09/30/2025	Regular	0.00	100.00	108723
090325	Invoice	09/03/2025	REC-PETTY CASH REIMBURSEMENT-REC C...	0.00	100.00	
000239	CITY OF FORT LUPTON	09/30/2025	Regular	0.00	105.00	108724
CIT#116280-1	Invoice	09/22/2025	GF-CIT #116280-1, CIT#E0025646-2 RESTI...	0.00	75.00	
CIT#116280-1A	Invoice	09/22/2025	GF-RESTITUTION-	0.00	30.00	
000267	COLONIAL LIFE	09/30/2025	Regular	0.00	105.96	108725
78168201001759	Invoice	10/01/2025	GF-SUPPLEMENTAL INS FOR OCTOBER 20...	0.00	105.96	
003740	COLORADO PORTABLES LLC	09/30/2025	Regular	0.00	360.00	108726
137496	Invoice	09/11/2025	GF-PORTABLE TOILET SERVICES-PARKS	0.00	120.00	
137523	Invoice	09/11/2025	GF-PORTABLE TOILET SERVICES @PEARSO...	0.00	240.00	
000306	COMCAST BUSINESS	09/30/2025	Regular	0.00	2,655.63	108727
251313821	Invoice	09/01/2025	GC- 09/15-10/14 PHONE-GOLF COURSE	0.00	2,655.63	
000307	COMCAST CABLE COMM, LLC	09/30/2025	Regular	0.00	232.89	108728
0120790 SEPT25	Invoice	09/06/2025	GOLF-SEPTEMBER 2025 INTERNET SERVICE..	0.00	232.89	
000307	COMCAST CABLE COMM, LLC	09/30/2025	Regular	0.00	220.05	108729
0164533 OCT25	Invoice	10/01/2025	GF-INTERNET SERVICE FOR OCT 2025-PW ...	0.00	220.05	
000307	COMCAST CABLE COMM, LLC	09/30/2025	Regular	0.00	247.85	108730
0215335 OCT25	Invoice	10/01/2025	GF-INTERNET SERVICE FOR OCT 2025 (VET...	0.00	247.85	
002878	DC DIRTWORKS LLC	09/30/2025	Regular	0.00	314.37	108731
091025	Invoice	09/10/2025	GOLF-PARTS-PRO SHOP	0.00	314.37	
003559	DRAKE DUO PRINTS LTD	09/30/2025	Regular	0.00	447.00	108732
1305	Invoice	09/09/2025	GF-T-SHIRTS FOR VOLUNTEERS "FIX IT"-EV...	0.00	447.00	
000246	DUNLOP SPORTS AMERICAS/SRIXON/CLEAVLAN	09/30/2025	Regular	0.00	2,131.98	108733
856385 S7	Invoice	09/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	105.00	
8602129 NN	Credit Memo	09/01/2025	GOLF-CREDIT FOR ADJUSTMENT-PRO SHOP	0.00	-318.78	
8639095 SO	Invoice	09/10/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	2,345.76	
000512	FUZION FIELD SERVICES LLC	09/30/2025	Regular	0.00	229.35	108734
397484	Invoice	09/21/2025	GOLF-PORTABLE TOILET SERVICES-MAINT	0.00	229.35	
000567	HIGH COUNTRY BEVERAGE CORP	09/30/2025	Regular	0.00	1,174.65	108735
W-7199436	Invoice	09/22/2025	GOLF-BEVERAGES-PRO SHOP	0.00	1,174.65	
003874	HPM, INC.	09/30/2025	Regular	0.00	426,309.61	108736
001	Invoice	09/01/2025	UF-ELEVATED STORAGE TANK CONSTRUCT...	0.00	426,309.61	

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003927	JEROME BERNAL	09/30/2025	Regular	0.00	282.33	108737
2007857.001	Invoice	09/17/2025	REC-MEMBERSHIP REFUND-	0.00	282.33	
000659	JOHNSON AUTO PLAZA	09/30/2025	Regular	0.00	2,687.42	108738
228219	Invoice	09/01/2025	GF-VEHICLE REPAIRS/MAINTENANCE-PD	0.00	2,687.42	
002977	JOSEPH ELLIOTT USA LLC	09/30/2025	Regular	0.00	548.14	108739
34294	Invoice	09/11/2025	GOLF-MERCHANDISES-PRO SHOP	0.00	548.14	
003928	KAREN J DELGADO	09/30/2025	Regular	0.00	50.00	108740
2007815.001	Invoice	09/01/2025	REC-VOLLEYBALL REFUND-	0.00	50.00	
001900	KNOWBE4 INC	09/30/2025	Regular	0.00	2,779.65	108741
INV400973	Invoice	09/16/2025	Annual Renewal of PhishAlert	0.00	2,779.65	
000735	LL JOHNSON DISTRIBUTING	09/30/2025	Regular	0.00	4,150.05	108742
1167795-00	Invoice	09/05/2025	GOLF-PARTS/SUPPLIES-MAINT	0.00	3,826.46	
1167795-01	Invoice	09/10/2025	GOLF-O RIN, PARAFIN-MAINT	0.00	25.63	
1167795-02	Invoice	09/10/2025	GOLF-O RINGS-MAINT	0.00	73.62	
1167795-03	Invoice	09/11/2025	GOLF-PARTS-MAINT	0.00	31.71	
1963114-00	Invoice	09/11/2025	GOLF-BUPER RUBBER, OIL-MAINT	0.00	192.63	
003741	MEMBERSPORTS INC	09/30/2025	Regular	0.00	750.00	108743
MS-3674-18007	Invoice	09/15/2025	GOLF-MONTHLY SUBSCRIPTION FOR OCT ...	0.00	750.00	
002928	PAR WEST TURF SERVICES INC	09/30/2025	Regular	0.00	211.83	108744
INV-PW237097	Invoice	09/01/2025	GOLF-CONE CUPS-PRO SHOP	0.00	211.83	
003545	POINT AND PAY, LLC	09/30/2025	Regular	0.00	50.00	108745
PNP11108-00-08...	Invoice	09/22/2025	GF-MONTHLY FEES FOR AUGUST 2025-PL...	0.00	50.00	
002969	POLARIZED WATER SOLUTIONS LLC	09/30/2025	Regular	0.00	9,500.00	108746
2-2765	Invoice	09/22/2025	UF-INSTALLATION & WIRING OF NEW VMS...	0.00	9,500.00	
003877	PRO SPORTS EQUIP	09/30/2025	Regular	0.00	1,999.00	108747
12056	Invoice	09/01/2025	Pickleball Portable Net System	0.00	1,999.00	
001643	PROCEDURE INC	09/30/2025	Regular	0.00	82,176.27	108748
2166799	Invoice	09/01/2025	GF-BUILDING PERMIT SERV/PLAN REVIEW...	0.00	49,436.16	
2364823	Invoice	09/01/2025	GF-BUILDING PERMIT SERV/PLAN REVIEW...	0.00	32,740.11	
000933	R&R PRODUCTS INC	09/30/2025	Regular	0.00	152.45	108749
CD3079378	Invoice	09/19/2025	GOLF-BALL JOINT, BRACKET-MAINT	0.00	152.45	
002842	ROCKY MOUNTAIN MARKETING CONSULTANTS	09/30/2025	Regular	0.00	300.00	108750
25-059	Invoice	09/08/2025	GF-MAP OF FORT LUPTON-EC DEV	0.00	300.00	
001529	ROCKY MOUNTAIN PUMP & CONTROLS LLC	09/30/2025	Regular	0.00	1,575.35	108751
4469	Invoice	09/01/2025	GOLF-REPAIRS, INSTALLATION-MAINT	0.00	1,575.35	
000991	SCNS SPORTS FOODS INC	09/30/2025	Regular	0.00	94.40	108752
234654	Invoice	09/15/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	94.40	
000999	SHAMROCK FOODS COMPANY	09/30/2025	Regular	0.00	2,288.35	108753
34723935	Invoice	09/18/2025	GOLF-FOOD/PRE PACKAGED GOODS-PRO ...	0.00	1,233.15	
34735729	Invoice	09/22/2025	GOLF-FOOD/BEVERAGES/PRE PACKAGED ...	0.00	1,055.20	
003155	SHIRTS BY CHA LLC	09/30/2025	Regular	0.00	251.00	108754
3264	Invoice	09/11/2025	CPR-PUMPKINFEST BANNERS-EVENTS	0.00	251.00	
001022	SOUTHERN GLAZER'S OF CO	09/30/2025	Regular	0.00	165.63	108755
3851804	Invoice	09/17/2025	GOLF-BEVERAGES-PRO SHOP	0.00	17.13	
3851805	Invoice	09/17/2025	GOLF-BEVERAGES-PRO SHOP	0.00	148.50	
001035	STANDARD INSURANCE CO.	09/30/2025	Regular	0.00	5,346.29	108756

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00 759761 0001 ...	Invoice	10/01/2025	GF-OCT25 LI & AD&D PREM	0.00	5,346.29	
001624	STATE OF COLORADO	09/30/2025	Regular	0.00	8,634.04	108757
000051987	Invoice	09/03/2025	UF-BILLS/LATE NOTICES MAILING FOR JULY..	0.00	4,298.74	
000053203	Invoice	09/23/2025	UF-BILLS/LATE NOTICE MAILINGS AUGUST...	0.00	4,335.30	
001052	SWIRE COCA-COLA, USA	09/30/2025	Regular	0.00	550.00	108758
48942486004	Invoice	09/19/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	550.00	
001859	TOWN OF FIRESTONE	09/30/2025	Regular	0.00	45.00	108759
092525	Invoice	09/25/2025	GF-REGISTRATION FOR DIST 2 FALL MEETI...	0.00	45.00	
001135	UNION PACIFIC RAILROAD CO	09/30/2025	Regular	0.00	1,864.50	108760
90149762	Invoice	09/23/2025	SST - Prelim Design CR12 Crossing - Streets	0.00	1,864.50	
002132	VECTOR DISEASE CONTROL	09/30/2025	Regular	0.00	3,518.79	108761
PI-A00017611	Invoice	09/01/2025		0.00	3,518.79	
001207	WESTERN DISTRIBUTING INC	09/30/2025	Regular	0.00	118.00	108762
862133	Invoice	09/19/2025	GOLF-BEVERGES-PRO SHOP	0.00	118.00	
001224	XCEL ENERGY-GAS	09/30/2025	Regular	0.00	287.80	108763
945592764	Invoice	10/01/2025	GF-SEP25 GAS BILL-PLANNING UNIT13	0.00	287.80	
001224	XCEL ENERGY-GAS	09/30/2025	Regular	0.00	141.49	108764
944855928	Invoice	09/01/2025	GOLF-SEPTEMBER 2025 GAS SERVICE-PRO...	0.00	141.49	
003569	XS DESIGN LLC	09/30/2025	Regular	0.00	4,625.00	108765
1553	Invoice	09/08/2025	UF-FULTON DITCH RAILING-WATER	0.00	4,625.00	
003612	JOHNSON MARK LLC	10/03/2025	Regular	0.00	450.34	108771
INV0001845	Invoice	10/03/2025	Brian Oswalt-Case #2024C042153	0.00	450.34	
003901	PROFESSIONAL FINANCE CO	10/03/2025	Regular	0.00	335.81	108772
INV0001846	Invoice	10/03/2025	Keith Jackel - Case #2025C031349	0.00	335.81	
002167	A-1 CHIPSEAL COMPANY	10/07/2025	Regular	0.00	91,748.92	108773
14804-03	Invoice	09/30/2025	GF-2025 CHIP SEAL/SLURRY SEAL PROJECT...	0.00	91,748.92	
000031	ADAMSON POLICE PRODUCTS	10/07/2025	Regular	0.00	306.19	108774
INV440437	Invoice	09/15/2025	GF-UNIFORMS FOR ALVAREZ-PD	0.00	182.60	
INV440490	Invoice	09/16/2025	GF-UNIFORMS FOR MONARES-PD	0.00	12.95	
INV440637	Invoice	09/18/2025	GF-UNIFORMS FOR MARTINEZ-PD	0.00	61.15	
NV440438	Invoice	09/15/2025	GF-UNIFORMS FOR MIRAGLIA-PD	0.00	49.49	
003931	BRAND X HYDROVAC SERVICES, INC	10/07/2025	Regular	0.00	5,787.50	108775
FT3965	Invoice	09/30/2025	SF-ASSIST PW W LOCATING FORCE MAIN ...	0.00	5,787.50	
001715	BUFFALO BRAND SEED	10/07/2025	Regular	0.00	102.50	108776
25-05503-OP	Invoice	09/01/2025	CEM-GRASS SEED-CEMETERY	0.00	102.50	
000183	CALLAWAY GOLF SALES COMPANY	10/07/2025	Regular	0.00	252.65	108777
941180028	Invoice	09/10/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	252.65	
000182	CEM SALES & SERVICE INC	10/07/2025	Regular	0.00	1,324.75	108778
I2501703	Invoice	09/16/2025	REC-CEH YEARLY CHECK/CLEANING-REC C...	0.00	1,324.75	
003932	CENTER FOR INTERNET SECURITY, INC	10/07/2025	Regular	0.00	1,995.00	108779
INV-251001-007...	Invoice	10/01/2025	Annual Dues for MS-ISAC	0.00	1,995.00	
000215	CHALLENGER TEAMWEAR	10/07/2025	Regular	0.00	1,442.25	108780
1306170-IN	Invoice	09/24/2025	GF-K-2 BASKETBALL SHIRTS-ATHL	0.00	1,308.37	
1306567-IN	Invoice	09/25/2025	CPR-2K-2 BASKETBALL SHIRTS-ATHL	0.00	133.88	
000239	CITY OF FORT LUPTON	10/07/2025	Regular	0.00	200.00	108781
CIT#0023275-1C	Invoice	09/29/2025	GF-RESTITUTION PYMNT FOR CIT#002327...	0.00	200.00	

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002651 142028	COLORADO COMMUNITY MEDIA Invoice	09/25/2025	10/07/2025 GF-LEGAL/PUBLIC NOTICES-DEV DEP	Regular	0.00 0.00	202.04 202.04	108782
000307 0117309 SEP25	COMCAST CABLE COMM, LLC Invoice	09/14/2025	10/07/2025 REC-CABLE/MUSIC SERVICE-REC CENTER	Regular	0.00 0.00	281.40 281.40	108783
000307 0147405 OCT25	COMCAST CABLE COMM, LLC Invoice	10/01/2025	10/07/2025 CPR-INTERNET/PHONE SERVICE FOR OCT ...	Regular	0.00 0.00	203.59 203.59	108784
000307 0025494 OCT25	COMCAST CABLE COMM, LLC Invoice	10/01/2025	10/07/2025 GOLF-OCTOBER 2025 CABLE SERVICE-PRO ...	Regular	0.00 0.00	48.40 48.40	108785
000321 SI-00058680	COUNTERTRADE PRODUCTS INC Invoice	09/26/2025	10/07/2025 Extreme Annual Maintenance and Support	Regular	0.00 0.00	410.00 410.00	108786
000246 8635301 SO	DUNLOP SPORTS AMERICAS/SRIXON/CLEAVLAN Invoice	09/08/2025	10/07/2025 GOLF-MERCHANDISE-PRO SHOP	Regular	0.00 0.00	360.18 360.18	108787
003631 50576495 OCT25	EVERON, LLC Invoice	09/01/2025	10/07/2025 GF/REC-SECURITY MONITORING-REC/PAR...	Regular	0.00 0.00	172.05 172.05	108788
002011 49265/2 49295/2	FRONT RANGE LUMBER COMPANY Invoice Invoice	10/01/2025 10/01/2025	10/07/2025 GF-PARTS/MATERIALS-STREETS GOLF-PINE FURRING STRIPS-MAINT	Regular	0.00 0.00 0.00	78.28 44.44 33.84	108789
000507 092525	FT LUPTON RECREATION SPORTS Invoice	09/25/2025	10/07/2025 CPR-BASKETBALL REFEREE FEES-	Regular	0.00 0.00	1,200.00 1,200.00	108790
000567 W-7209030	HIGH COUNTRY BEVERAGE CORP Invoice	09/29/2025	10/07/2025 GOLF-BEVERAGES-PRO SHOP	Regular	0.00 0.00	720.20 720.20	108791
003577 87454	JR ENGINEERING LLC Invoice	09/01/2025	10/07/2025 SST-HWY 52 & COLLEGE AVE PROJECT DES...	Regular	0.00 0.00	3,533.00 3,533.00	108792
003784 33322262	KIMLEY-HORN AND ASSOCIATES Invoice	09/01/2025	10/07/2025 SD-CR31 & 14th ST OUTFALL ENGINEERIN...	Regular	0.00 0.00	9,825.00 9,825.00	108793
001787 INV-85174	METECH RECYCLING INC Invoice	09/26/2025	10/07/2025 GF-ELECTRONICS RECYCLING FOR CLEAN ...	Regular	0.00 0.00	838.83 838.83	108794
000807 9103	MORNING STAR ELEVATOR LLC Invoice	09/24/2025	10/07/2025 CPR-QUARTERLY ELEVATOR MAINTENANC...	Regular	0.00 0.00	325.00 325.00	108795
003929 2007870.001	NELUM HONNOLD Invoice	09/25/2025	10/07/2025 REC-TEEN TRIP REFUND-	Regular	0.00 0.00	40.00 40.00	108796
003213 13093	OLD TOWN PEST CONTROL Invoice	09/24/2025	10/07/2025 GF-PEST CONTROL-SHOP	Regular	0.00 0.00	600.00 600.00	108797
003930 2007863.001	SAVANNAH CHAPA Invoice	09/22/2025	10/07/2025 REC-MEMBERSHIP REFUND-	Regular	0.00 0.00	429.00 429.00	108798
003921 FO1-0929251	SITE SERVICES DRILLING, LLC Invoice	09/29/2025	10/07/2025 UF-TEST WELL DRILLING AT WWTP LAGO...	Regular	0.00 0.00	9,055.00 9,055.00	108799
001022 3863058	SOUTHERN GLAZER'S OF CO Invoice	09/30/2025	10/07/2025 GOLF-BEVERAGES-PRO SHOP	Regular	0.00 0.00	339.47 339.47	108800
001026 US16-41033020	SPECIALTY CIGARS, LLC Invoice	09/23/2025	10/07/2025 GOLF-MERCHANDISE-PRO SHOP	Regular	0.00 0.00	610.35 610.35	108801
001420 65680	STORMWIND LLC Invoice	09/30/2025	10/07/2025 StormWind Studios Training (IT)	Regular	0.00 0.00	6,402.00 6,402.00	108802
001052 49045705029	SWIRE COCA-COLA, USA Invoice	09/26/2025	10/07/2025 GOLF-PRE PACKAGED GOODS-PRO SHOP	Regular	0.00 0.00	354.76 354.76	108803

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002694	SYMMETRY ENERGY SOLUTIONS LLC	10/07/2025	Regular	0.00	1,983.58	108804
20711474	Invoice	09/25/2025	REC-NATURAL GAS SERVICE FOR AUG 2025..	0.00	1,983.58	
003861	TOP-NOTCH PAVEMENT SOLUTIONS LLC	10/07/2025	Regular	0.00	89,413.76	108805
2041	Invoice	09/26/2025	SST-ASPHALT PAVING/ SIDEWALK PROJEC...	0.00	89,413.76	
001105	TOSHIBA FINANCIAL SERVICES	10/07/2025	Regular	0.00	3,043.79	108806
564846830	Invoice	10/01/2025	GOLF-OCT 2025 LEASE FEES-PRO SHOP	0.00	283.52	
564847218	Invoice	10/01/2025	Rec-Copier Supply Freight-Rec	0.00	2,760.27	
001137	UNITED POWER	10/07/2025	Regular	0.00	20.00	108807
1223101 SEPT20...	Invoice	09/10/2025	GF-SEPT 2025 FINAL BILL FOR PARK 10 HP ...	0.00	20.00	
001149	UTILITY NOTIFICATION CENTER	10/07/2025	Regular	0.00	352.57	108808
225090627	Invoice	09/30/2025	SF-4TH BILLING ANNUAL ASSESS-S LINES	0.00	352.57	
001224	XCEL ENERGY-GAS	10/07/2025	Regular	0.00	215.42	108809
946606249	Invoice	09/30/2025	GFSEPT25 GAS BILL-PARKS	0.00	215.42	
000024	ACE HARDWARE OF FORT LUPTON	09/23/2025	EFT	0.00	297.05	9100225
109864/1	Invoice	09/08/2025	GOLF-GLOVES, WASP SPRAY, MARKING FL...	0.00	212.34	
109872/1	Invoice	09/09/2025	GOLF-GENERAL SUPPLIES-MAINT	0.00	84.71	
000048	AIRGAS USA LLC	09/23/2025	EFT	0.00	24.14	9100226
5519041635	Invoice	09/01/2025	GOLF-LARGE ACETYLENE AND OXYGEN-MA...	0.00	24.14	
001293	AMAZON.COM	09/23/2025	EFT	0.00	503.77	9100227
16JP-LPYV-414G	Invoice	09/05/2025	GF-SUPPLIES-PD	0.00	503.77	
002122	BURNS & MCDONNELL ENGINEERING CO INC	09/23/2025	EFT	0.00	11,679.50	9100228
160868-24	Invoice	09/10/2025	UF-ENGINEERING FOR WATER TOWER-UF	0.00	11,679.50	
003166	CODE RED AUDITS, LLC	09/23/2025	EFT	0.00	2,832.20	9100229
INV-FLrcPL-LB-25...	Invoice	09/12/2025	Camera replacement in original Pool area	0.00	2,832.20	
000361	DBC IRRIGATION SUPPLY	09/23/2025	EFT	0.00	2,056.90	9100230
56094883.001	Invoice	09/09/2025	GF-IRRIGATION SUPPLIES-PARKS	0.00	1,604.46	
56107001.002	Invoice	09/11/2025	GF-IRRIGATION PARTS/SUPPLIES-PARKS	0.00	452.44	
002723	EAGLE ROCK COMPANY OF COLO	09/23/2025	EFT	0.00	98.00	9100231
14364497	Invoice	09/08/2025	GOLF-BEVERAGES-PRO SHOP	0.00	98.00	
000536	GOLF AND SPORT SOLUTIONS LLC	09/23/2025	EFT	0.00	4,230.44	9100232
52675	Invoice	09/03/2025	GOLF-TONS OF ATHLETIC SAND-MAINT	0.00	945.65	
52782	Invoice	09/10/2025	GOLF-TONS OF USGA SAND-MAINT	0.00	1,687.62	
52805	Invoice	09/11/2025	GOLF-TONS OF USGA SAND-MAINT	0.00	1,597.17	
000691	KONE INC	09/23/2025	EFT	0.00	140.80	9100233
871786443	Invoice	09/01/2025	REC-ELEVATOR MAINTENACE-REC CENTER	0.00	140.80	
003259	KUMAR & ASSOCIATES, INC.	09/23/2025	EFT	0.00	906.00	9100234
237349	Invoice	09/17/2025	GF-City Hall Const.Observation & Materials...	0.00	906.00	
003101	LANGUAGELINE SOLUTIONS	09/23/2025	EFT	0.00	93.48	9100235
11694138	Invoice	09/01/2025	GF-OVER THE PHONE INTERPRETATION SE...	0.00	93.48	
002195	MINUTEMAN PRESS	09/23/2025	EFT	0.00	321.36	9100236
41741	Invoice	09/01/2025	GF-BUSINESS CARDS, SECURITY ENVELOPE...	0.00	321.36	
000857	NORTHERN WATER	09/23/2025	EFT	0.00	177,146.52	9100237
STATEMENT ID 1...	Invoice	09/17/2025	UF-2025 CB-T 50 AFU'S ASSESSMENT-WAT...	0.00	177,146.52	
000862	O'REILLY AUTO PARTS	09/23/2025	EFT	0.00	132.54	9100238
4489-171735	Credit Memo	09/06/2025	GF-CREDIT FOR CORE RETURN/OIL FILTER ...	0.00	-2.27	
4489-238862	Invoice	09/01/2025	GOLF-BATTERY-MAINT	0.00	148.94	
4489-238869	Credit Memo	09/01/2025	GOLF-CREDIT FOR RETURNS-MAINT	0.00	-143.04	

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4489-239988	Invoice	09/01/2025	GOLF-SCRATCH FIX-MAINT	0.00	22.99	
4489-244873	Invoice	09/04/2025	GF-PARTS/SUPPLIES-STREETS	0.00	59.94	
4489-246303	Invoice	09/11/2025	GF-WIPER BLADES-PARKS	0.00	45.98	
003537	QUANTUM PUMP & CONTROLS, LLC	09/23/2025	EFT	0.00	4,995.00	9100239
12735	Invoice	09/09/2025	UF-WTP MOTOR REPLACEMENT-WTP	0.00	4,995.00	
000932	R & M SERVICES	09/23/2025	EFT	0.00	1,864.39	9100240
10901	Invoice	09/01/2025	GF-VEHICLE MAINTENANCE-PD	0.00	71.37	
10902	Invoice	09/01/2025	GF-VEHICLE MAINTENANCE-PD	0.00	70.13	
10903	Invoice	09/01/2025	GF-VEHICLE MAINTENANCE-PD	0.00	136.60	
10904	Invoice	09/02/2025	GF-VEHICLE MAINTENANCE-PD	0.00	742.28	
10905	Invoice	09/08/2025	GF-VEHICLE MAINTENANCE-PD	0.00	104.11	
10906	Invoice	09/08/2025	GF-VEHICLE MAINTENANCE-PD	0.00	101.60	
10908	Invoice	09/08/2025	CPR-VEHICLE MAINTENANCE-COMM CEN...	0.00	638.30	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	09/23/2025	EFT	0.00	99,987.72	9100241
259036611925	Invoice	10/01/2025	GF-HEALTH INS FOR OCTOBER 2025-HR	0.00	99,987.72	
003398	UNIVERSITY AUTO PARTS	09/23/2025	EFT	0.00	55.85	9100242
247035	Invoice	09/08/2025	GOLF-HYD HOSE FITTINGS, PARTS-PRO SH...	0.00	55.85	
001594	WILBUR-ELLIS COMPANY LLC	09/23/2025	EFT	0.00	1,380.65	9100243
17462103	Invoice	09/05/2025	GOLF-CHEMICALS/FERTILIZER-MAINT	0.00	1,380.65	
002158	WW BACKHOE & DOZER SERVICES INC	09/23/2025	EFT	0.00	8,530.50	9100244
27986	Invoice	09/11/2025	SST-2025 ON CALL GRADING SERVICES-SST	0.00	6,080.50	
27991	Invoice	09/11/2025	SST-2025 ON CALL GRADING SERVICES-SST	0.00	2,450.00	
000024	ACE HARDWARE OF FORT LUPTON	09/30/2025	EFT	0.00	42.16	9100245
109824/1	Invoice	09/05/2025	GOLF-PARTS/SUPPLIES-PRO SHOP	0.00	42.16	
001293	AMAZON.COM	09/30/2025	EFT	0.00	6,733.59	9100246
14FX-RM7W-4FYL	Invoice	09/05/2025	GF-SUPPLIES-PARKS	0.00	33.59	
1GN1-DRQP-4D...	Invoice	09/05/2025	GOLF-SUPPLIES/PARTS-MAINT/PRO SHOP	0.00	677.45	
1JVF-Q76D-6GT4	Invoice	09/05/2025	GF/CPR-SUPPLIES-SENIORS/REC/AHTL/EV...	0.00	6,022.55	
002853	BUCKEYE CLEANING CENTER	09/30/2025	EFT	0.00	559.34	9100247
90699871	Invoice	09/09/2025	GF-SHOP SUPPLIES-PW SHOP	0.00	338.72	
90701400	Invoice	09/15/2025	CPR-JANITORIAL SUPPLIES-COMM CENTER	0.00	220.62	
002122	BURNS & MCDONNELL ENGINEERING CO INC	09/30/2025	EFT	0.00	39,121.81	9100248
169164-17	Invoice	09/01/2025	UF-LIFT STATION/FORCE MAIN PROJECT R...	0.00	39,121.81	
000232	CIRSA	09/30/2025	EFT	0.00	255.00	9100249
INV1002419	Invoice	09/10/2025	GF-DEDUCTIBLE FOR CLAIMANT-PD	0.00	255.00	
002723	EAGLE ROCK COMPANY OF COLO	09/30/2025	EFT	0.00	731.72	9100250
14401657	Invoice	09/18/2025	GOLF-BEVERAGES-PRO SHOP	0.00	162.24	
14401658	Invoice	09/18/2025	GOLF-BEVERAGES-PRO SHOP	0.00	548.20	
14419773	Invoice	09/22/2025	GOLF-BEVERAGES-PRO SHOP	0.00	21.28	
003720	FREDERICK M GOODBEE	09/30/2025	EFT	0.00	1,600.00	9100251
092325	Invoice	09/23/2025	GF-JUDGE SERVICES FOR SEPTEMBER 2025...	0.00	1,600.00	
003486	LONGVIEW HEATING & AIR	09/30/2025	EFT	0.00	103,948.00	9100252
252513	Invoice	09/01/2025	CPR-WALK IN COOLER REPAIR-COMM CEN...	0.00	2,448.00	
252527	Invoice	09/10/2025	GF-CPR-HVAC Unit-Comm Center	0.00	101,500.00	
000783	MEANDERING WITH MARY	09/30/2025	EFT	0.00	200.00	9100253
091025	Invoice	09/10/2025	CPR-SEPTEMBER 2025 CASINO TRIP-SENI...	0.00	200.00	
000869	OPERATIONS MANAGEMENT INT	09/30/2025	EFT	0.00	146,600.09	9100254
351230-26-10	Invoice	10/01/2025	US-OMI MONTHLY BILLING WTP RESERVO...	0.00	146,600.09	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000939	RECREATION SUPPLY COMPANY	09/30/2025	EFT	0.00	426.52	9100255
537975	Invoice	09/13/2025	REC-POOL BOUY FOR SLIDE DOWN AREA-...	0.00	322.27	
538123	Invoice	09/20/2025	REC-POOL LANE LINE CABLE-REC CENTER	0.00	104.25	
001020	SOUTH PLATTE VALLEY HISTORICAL SOCIETY	09/30/2025	EFT	0.00	3,000.00	9100256
092425	Invoice	09/24/2025	CPR-VENUE RENTAL FOR PUMPKINFEST-E...	0.00	3,000.00	
003491	THALLE CONSTRUCTION CO INC	09/30/2025	EFT	0.00	67,444.88	9100257
12	Invoice	09/01/2025	UF-Force Main & Lift Station Construction-...	0.00	67,444.88	
001343	TIME CLOCK PLUS	09/30/2025	EFT	0.00	2,388.87	9100258
INV00436805	Invoice	09/01/2025	GF-PROF ANNUAL CLOCKABLE EMPLOYEE ...	0.00	2,388.87	
002725	TIRES TO GREEN RECYCLING COLORADO LLC	09/30/2025	EFT	0.00	398.75	9100259
6792	Invoice	09/23/2025	GF-TIRE DISPOSAL FOR CLEAN UP DAYS-LE...	0.00	398.75	
001101	TODD HODGES DESIGN, LLC	09/30/2025	EFT	0.00	11,594.70	9100260
3731	Invoice	09/22/2025	GF-PLANNING SERVICES SEPTEMBER 8-21,...	0.00	11,594.70	
000024	ACE HARDWARE OF FORT LUPTON	10/07/2025	EFT	0.00	9.99	9100261
110099/1	Invoice	09/27/2025	GOLF-ALKALINE BATTERIES-PRO SHOP	0.00	9.99	
002257	ANACONDA NETWORKS INC	10/07/2025	EFT	0.00	3,539.00	9100262
10021	Invoice	09/01/2025	GF-INSTALLATAION OF RADIO EQUIP IN V...	0.00	3,539.00	
001820	BADGER METER	10/07/2025	EFT	0.00	167.43	9100263
80212586	Invoice	09/30/2025	UF-METER HOSTING-ADMIN	0.00	3,868.86	
90065726	Credit Memo	09/01/2025	UF-CREDIT FOR RESERVE INV -UB	0.00	-3,701.43	
000167	BRIGHTON FORD INC	10/07/2025	EFT	0.00	273.58	9100264
155238	Invoice	09/16/2025	GF-VEHICLE MAINTENANCE/REPAIR FOR ...	0.00	774.88	
CM155238	Credit Memo	09/16/2025	GF-CREDIT FOR RETURN-STREETS	0.00	-501.30	
002853	BUCKEYE CLEANING CENTER	10/07/2025	EFT	0.00	204.99	9100265
90702879	Invoice	09/19/2025	GF-JANITORIAL SUPPLIES-PARKS	0.00	204.99	
003417	DATA CENTER WAREHOUSE, LLC	10/07/2025	EFT	0.00	14,789.60	9100266
INV-005451	Invoice	09/25/2025	Dell Systems	0.00	14,789.60	
002723	EAGLE ROCK COMPANY OF COLO	10/07/2025	EFT	0.00	477.84	9100267
14445048	Invoice	09/29/2025	GOLF-BEVERAGES-PRO SHOP	0.00	162.24	
14445050	Invoice	09/29/2025	GOLF-BEVERAGES-PRO SHOP	0.00	315.60	
000455	FASTENAL COMPANY 01COFTL	10/07/2025	EFT	0.00	69.83	9100268
COFTL204719	Invoice	09/11/2025	GF/UF-PART FOR INT DUMP UNIT 06-STRE...	0.00	69.83	
002169	GH PHIPPS CONSTRUCTION COMPANIES	10/07/2025	EFT	0.00	140,824.04	9100269
CITY HALL 7	Invoice	09/24/2025	GF-PURCHASE MATERIALS FOR NEW CITY ...	0.00	131,824.04	
CITY HALL 7A	Invoice	09/30/2025	Pre Construction fee	0.00	9,000.00	
000698	L.G. EVERIST, INC	10/07/2025	EFT	0.00	341.41	9100270
750432	Invoice	09/25/2025	UF-SQUEEGEE-S LINES	0.00	341.41	
003316	MIGUEL IRAOLA	10/07/2025	EFT	0.00	600.00	9100271
09302025	Invoice	09/30/2025	GF-TRANSLATOR SERVICES FOR SEPT 2025...	0.00	600.00	
000227	MIRACLE PLAYSYSTEMS	10/07/2025	EFT	0.00	8,196.00	9100272
D2025-3011	Invoice	09/17/2025	Rail Road Park Furnishings	0.00	326.50	
D2025-3014	Invoice	09/11/2025	Rec Center Exterior Furnishings	0.00	2,440.50	
D2025-3015	Invoice	09/11/2025	Community Center Exterior Furnishings	0.00	5,429.00	
000857	NORTHERN WATER	10/07/2025	EFT	0.00	500.00	9100273
7053	Invoice	09/30/2025	UF-Transfer Fees 2 Units Windy Gap Water	0.00	500.00	
000862	O'REILLY AUTO PARTS	10/07/2025	EFT	0.00	1,049.29	9100274
4489-245859	Invoice	09/09/2025	SF-BATTERY-S LINES	0.00	126.57	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4489-247193	Invoice	09/15/2025	UF-PARTS, OIL FOR FORD F-250 UNITS 09-...	0.00	396.30	
4489-247298	Invoice	09/16/2025	SF-WIPER FLUID, BATTERY CLEANER-S LIN...	0.00	13.25	
4489-247667	Invoice	09/17/2025	UF/SF-MOTOR OIL, PARTS-W/S LINES	0.00	333.90	
4489-247968	Invoice	09/19/2025	SF-BATTERY FOR UNIT 09-S LINES	0.00	166.28	
4489-250091	Invoice	09/29/2025	UF-STETHESCOPE-W LINES	0.00	12.99	
000931	R & L TIRES	10/07/2025	EFT	0.00	536.00	9100275
59138	Invoice	09/24/2025	GF-VEHICLE MAINTENANCE-STREETS	0.00	521.00	
59161	Invoice	09/25/2025	GF-PART FOR JOHN DEERE-STREETS	0.00	15.00	
000939	RECREATION SUPPLY COMPANY	10/07/2025	EFT	0.00	35.75	9100276
537978	Invoice	09/13/2025	REC-POOL LANE LINE CABLE-REC CENTER	0.00	35.75	
003658	SLATE	10/07/2025	EFT	0.00	3,246.04	9100277
272063	Invoice	09/24/2025	REC-LOBBY FURNITURE-REC CENTER	0.00	3,246.04	
001153	VALLEY FIRE EXTINGUISHER	10/07/2025	EFT	0.00	725.00	9100278
169281	Invoice	09/01/2025	GF-DRY CHEM RECHARGE,PARTS FOR FIRE...	0.00	725.00	
000119	BANK OF COLORADO	09/19/2025	Bank Draft	0.00	7,365.27	DFT0002654
INV0001830	Invoice	09/19/2025	HSA DISTRIBUTION	0.00	7,365.27	
000119	BANK OF COLORADO	09/19/2025	Bank Draft	0.00	904.16	DFT0002655
INV0001831	Invoice	09/19/2025	HSA DISTRIBUTION	0.00	904.16	
001416	VALIC_1	09/19/2025	Bank Draft	0.00	45,972.58	DFT0002656
INV0001832	Invoice	09/19/2025	VALIC - 457(b) \$ Contributions	0.00	45,972.58	
001265	IRS	09/19/2025	Bank Draft	0.00	93,509.10	DFT0002657
INV0001835	Invoice	09/19/2025	Federal Withholding	0.00	93,509.10	
001418	CO DEPARTMENT OF REVENUE	09/19/2025	Bank Draft	0.00	15,372.00	DFT0002658
INV0001836	Invoice	09/19/2025	CO Withholding	0.00	15,372.00	
001416	VALIC_1	09/23/2025	Bank Draft	0.00	242.92	DFT0002661
INV0001838	Invoice	09/23/2025	VALIC - Regular Plan Retirement Contribut...	0.00	242.92	
001265	IRS	09/23/2025	Bank Draft	0.00	824.80	DFT0002662
INV0001839	Invoice	09/23/2025	Federal Withholding	0.00	824.80	
001418	CO DEPARTMENT OF REVENUE	09/23/2025	Bank Draft	0.00	105.00	DFT0002663
INV0001840	Invoice	09/23/2025	CO Withholding	0.00	105.00	
000119	BANK OF COLORADO	10/03/2025	Bank Draft	0.00	7,540.27	DFT0002664
INV0001842	Invoice	10/03/2025	HSA DISTRIBUTION	0.00	7,540.27	
000119	BANK OF COLORADO	10/03/2025	Bank Draft	0.00	1,304.16	DFT0002665
INV0001843	Invoice	10/03/2025	HSA DISTRIBUTION	0.00	1,304.16	
001416	VALIC_1	10/03/2025	Bank Draft	0.00	51,131.19	DFT0002666
INV0001844	Invoice	10/03/2025	VALIC - 457(b) \$ Contributions	0.00	51,131.19	
001265	IRS	10/03/2025	Bank Draft	0.00	95,936.95	DFT0002667
INV0001847	Invoice	10/03/2025	Federal Withholding	0.00	95,936.95	
001418	CO DEPARTMENT OF REVENUE	10/03/2025	Bank Draft	0.00	15,993.00	DFT0002668

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INV0001848	Invoice	10/03/2025	CO Withholding	0.00	15,993.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	239	147	0.00	1,148,965.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	13	13	0.00	336,201.40
EFT's	89	54	0.00	877,908.03
	341	216	0.00	2,363,074.69

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	239	147	0.00	1,148,965.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	13	13	0.00	336,201.40
EFT's	89	54	0.00	877,908.03
	341	216	0.00	2,363,074.69

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	9/2025	1,780,579.75
999	POOLED CASH/CONSOLIDATED CASH	10/2025	582,494.94
			2,363,074.69

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 16, 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, September 16, 2025. Mayor Zo Hubbard called the meeting to order at 6:09 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, Claud Hanes, Michael Sanchez, Bruce Fitzgerald, David Crespín, Chris Ceretto and Valerie Blackston.

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the September 16, 2025, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- September 2, 2025 City Council Meeting Minutes
- Accepting the 2026 CIRSA Property Casualty, Renewal Quotations Estimated to be \$1,308,628.32, the No-Fault Water Line Rupture Quote for \$3,034 and the Property Damage for Mobile Equipment for \$1,044 (AM 2025-116)
- Approve the 2026 Colorado Big Thompson Assessment from Northern Colorado Water Conservancy District for an Amount not to Exceed \$177,146.52, Allocated from the Utility Fund-Water (AM 2025-117)
- Accepting a Bid Proposal from Design Workshop to Serve as the Consultant Firm to

**RECORD OF PROCEEDINGS
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Develop a Parks and Trails Master Plan for an Amount Not to Exceed \$280,000.00, Allocated from the General Fund Parks Department (AM 2025-118)

- Approving Resolution 2025R037 RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES TO THE YOUTH ADVISORY COMMITTEE FOR A TERM ENDING AUGUST 31, 2026 (AM 2025-119)
- Authorize Notice to Proceed for Jacobs to Begin a Time and Material Capital Improvement Project (CIP) for the Rehab of Five Generators for an Amount Not to Exceed \$32,134.18 from the CIP Budget (AM 2025-120)
- Approve Resolution 2025R038 REVISING THE WATER AND SEWER INFRASTRUCTURE INVESTMENT FEE SCHEDULE FOR 2026, EFFECTIVE DECEMBER 1, 2025 (AM 2025-121)
- Approve Resolution 2025R039 OF THE FORT LUPTON CITY COUNCIL ACTING AS THE FORT LUPTON UTILITY ENTERPRISE BOARD MODIFYING THE RAW WATER DEDICATION REQUIREMENT FOR NEW CONSTRUCTION (AM 2025-122)

Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2025-123 An Ordinance Approving the Rezoning of a Property Legally Described in Exhibit A of the Proposed Ordinance Known as the 2183 South Denver Avenue Change of Zone

Mayor Hubbard opened the public hearing at 6:14 p.m.

Zachary Mettler, City Planner, provided an overview of the change of zone application. Bob Choate (Applicant) has submitted a request for rezoning of the property, on behalf of property owners Edward and Patricia Vecchiarelli. The property is Lot 2 and Lot 3 of the Yarbrough Minor Subdivision, comprising of 10.012 acres, more or less, and is located west adjacent along South Denver Avenue. The Applicants are requesting a Change of Zone from 'I-1' Light Industrial to the 'I-2' Heavy Industrial. Mr. Mettler stated the proposed Change of Zone is in line with the Comprehensive Plan, and better fits the current user and better prepares the parcel for a potential user who is planning to submit an Administrative Site Plan. He also stated all applicable land use application fees have been paid and a fee deposit has been submitted to cover costs related to the application.

Mayor Hubbard asked Mr. Mettler if any discussion was received from the residential properties across the road. Mr. Mettler responded stating at the neighborhood meeting there was some questions asked but there were no concerns. Mayor Hubbard also asked if the applicant has been advised about traffic as she is concerned about the potential for increased traffic on the road. Mr. Mettler stated he is unaware of the exact conversations that Public Work has had around traffic.

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However, the anticipated use of the site does not entail frequent or heavy truck traffic. Bob Choate, representative of the applicant, provided a presentation to Council explaining the change of zone. He stated in the future a site plan for the property will be submitted. He explained that a very successful business will be coming to the City which will employ a lot of people, primarily building infrastructure projects. This site will primarily be used for storage of vehicles and equipment that are owned by the tenant. The reason for the change of zone is to accommodate the continued use of outdoor storage on the property.

Mayor Hubbard asked if anyone wanted to speak for or against the proposal. Hearing none, Mayor Hubbard closed the public hearing at 6:21 p.m.

It was moved by Claud Hanes and seconded by David Crespin to approve Ordinance 2025-1189 Rezoning of a Property Legally Described in Exhibit A of the Proposed Ordinance Known as the 2183 South Denver Avenue Change of Zone. Motion passed unanimously on roll call vote.

AM 2025-124 Approving a Resolution Accepting an Amended Preliminary Plat, Known as the Sunrise Amended Preliminary Plat for a Residential Subdivision

Mayor Hubbard opened the public hearing at 6:14 p.m.

Sean McDermott, City Planner, explained on December 3, 2024, City Council conditionally approved the Sunrise Preliminary Plat, which included 200 lots (a mix of 61 single family-detached reduced lots, 92 single-family attached duplexes, and 47 single-family detached small lots), bordered by open space, a park, and a 10' trail along the Fulton Ditch.

The Carlson Associates ("Applicant") have submitted an Amended Preliminary Plat with changes that require a return to public hearings for review and approval. The Amended Sunrise Preliminary Plat consists of 157 single-family detached reduced lots. The road network, trail, park, and subdivision designs are intended to remain similar to the originally approved Preliminary Plat, outside of the lower density lot layout. The subject property of the Amended Preliminary Plat is Lot 1 of the Taylor Minor Subdivision, comprising of 40.71 acres, more or less, and is located north and adjacent to CR 12 and east and adjacent to College Ave.

Mr. McDermott also shared the elevations of the proposed home models. Mayor Hubbard commented stating that they all look very similar which is concerning. Mr. McDermott stated the applicant will have to meet the variation elements in the municipal code once they apply for building permits.

Tate Carlson with Carlson Associates provided an update about their project to Council. He stated the initial home builder for the project pulled out and they had to find a new builder for the project. On the previous site plan they had 200 lots, they have reduced the lots to 157 lots. He explained the size of the lots and indicated there will be more open field. He also discussed the

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different elevations of the homes.

Mayor Hubbard asked who maintains the common areas, Mr. Tate stated the HOA would maintain them.

Mayor Hubbard asked if anyone wanted to speak for or against the proposal. Hearing none, Mayor Hubbard closed the public hearing at 6:31 p.m.

It was moved by David Crespino and seconded by Chris Ceretto to approve Resolution 2025R040 Accepting an Amended Preliminary Plat, Known as the Sunrise Amended Preliminary Plat for a Residential Subdivision. Motion passed unanimously on roll call vote.

AM 2025-125 An Ordinance Approving the Rezoning of a Property Legally Described in Exhibit A of the Proposed Ordinance Known as the Lancaster Crossing Change of Zone

Mayor Hubbard opened the public hearing at 6:32 p.m.

Magaly Morales, City Planner, provided an overview of the change of zone application and preliminary plat. Baessler Development (Applicants) has submitted a request for rezoning of a property located north and adjacent to 14th St. and west and adjacent to WCR 31 (The Property). The Applicants are requesting a Change of Zone from 'A' Agricultural to 'R-2' Mixed-Density Residential. The proposed subdivision consists of a total of 377 residential lots. This includes 173 single-family detached lots, 55 alley-loaded lots and 149 single-family attached lots (townhomes). The subdivision also includes approximately 30 acres of open space, which includes a 10 foot wide multi-use trail along the Fulton Ditch. The subdivision is proposed to be phased out into 5 filings.

Melissa Wheeler, Entitlement Manager for Baessler Homes, provided council with a presentation of their project. She stated that they have been working on buffering between the subdivision and Tri-State which is required by city code. She also mentioned that they have been working with Tri-State and City staff regarding other concerns. Baessler has agreed to put a plant note on the plats that are in the effected area along with having home owners sign disclosures at closing that informs them that there is heavy industrial nearby. She also discussed their plan for addressing the buffering needed along the fulton ditch. She also presented the theme of their subdivision and showed Council elevations of their homes.

Councilmember Ceretto asked the size of the Cottages. Ms. Wheeler stated she believes they will start at 850 sq. ft.

Mayor Hubbard asked if anyone wanted to speak for or against the proposal.

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Edward Kotonovich, Fort Lupton resident, stated he has concerns about traffic along County Road 16. He asked if there was going to be a change on County Road 16 to accommodate all the new residents. He also asked if there was going to be more fire fighters and police officers. He also asked where the water will come from. Mayor Hubbard stated the planning department will be asking these questions and thanked him for his comments.

Ms. Morales stated emergency services are addressed through impact fees and the police department is in the process of increasing their staff.

Roy Vestal, Public Works Director, responded to Mr. Kotonovich's concerns regarding traffic. He stated a traffic study was conducted and there will be more than one point of access.

Mayor Hubbard closed the public hearing at 6:44 p.m.

It was moved by Chris Ceretto and seconded by Valerie Blackston to approve Ordinance 2025-1190 Approving the Rezoning of a Property Legally Described in Exhibit A of the Proposed Ordinance Known as the Lancaster Crossing Change of Zone. Motion passed unanimously on roll call vote.

AM 2025-126 Approving a Resolution Accepting a Preliminary Plat, Known as the Lancaster Preliminary Plat for a Residential Subdivision

Mayor Hubbard opened the public hearing at 6:46 p.m.

This public hearing was presented with the change of zone hearing. Ms. Wheeler addressed some of Mr. Kotonovich's concerns that were mentioned during the previous public hearing.

Mayor Hubbard closed the public hearing at 6:47 p.m.

It was moved by Michael Sanchez and seconded by Valerie Blackston to approve Resolution 2025R041 Accepting a Preliminary Plat, Known as the Lancaster Preliminary Plat for a Residential Subdivision. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2025-127 Amending the Contract for GH Phipps Construction Companies to Proceed with Contracting, and Procuring Subs and Materials and Constructing the New City Hall Facility for the Final Guaranteed Maximum Price

Since GH Phipps Construction Companies was retained to be the CM/GC, they have secured bids/pricing. This amount is based on approximately 100 % of the Construction Drawings (CD).

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This includes \$9,576,080.00 Initial Guaranteed Maximum Price (IGMP), \$753,000 for Design fees and \$30,000 for Pre-Construction services which have already been approved. The additional fee of \$8,480,019.00 will amend the contract for an amount not to exceed a construction project cost of \$17,783,670.00. By getting these subs and supplies ordered, it will keep the 13 months build out on schedule. GH Phipps Construction Companies received multiple bids on each project area. GH Phipps Construction Companies has bid out the remaining trades and materials for the Final Guaranteed Maximum Price (FGMP). Each month construction prices have continued to increase due to difficulties in securing materials and staff. Securing pricing early on will greatly influence the timeline and finished product.

It was moved by Claud Hanes and seconded by Chris Ceretto Amending the Contract for GH Phipps Construction Companies to Proceed with Contracting, and Procuring Subs and Materials and Constructing the New City Hall Facility for the Final Guaranteed Maximum Price. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2025-015 Public Works Award of Contract to Site Services Drilling, LLC for an Amount Not to Exceed \$12,000.00 for a Time and Materials Agreement for Test Drilling Wells at the Waste Water Treatment Plant Lagoon in Association with McGrane Water Engineers Engineering Services Agreement for the Lagoon Water Storage Project from the Utility Fund

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 included test hole drilling and final well design with agreement costs. The engineer solicited 3 proposals from drilling companies. Two responses were received with Site Services having the lowest bid proposal. The agreement is a time and material basis payment with a maximum not to exceed \$12,000.

The test drilling is currently scheduled for the 24th of September.

STAFF REPORTS

Roy Vestal, Public Works Director, reported the button pushing for the bypass flow will be updated to another week, possibly September 28th. He also stated the road patch at 9th and Northrup is still scheduled to be fixed and so is the collapsed pipe at 9th and Harrison.

Zachary Mettler, City Planner, stated they are still in the 1st phase of the comprehensive plan.

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They are changing the timeline to coordinate with the transportation plan and the parks plan. He also stated they attended the luncheon with the seniors this week which went really well. He stated the folks who have lived in Fort Lupton for a long time feel like they have lost the small town feel, however, folks who have only lived in Fort Lupton for a year or two feel like it has a small town feel.

Leann Perino, Finance Director, provided an update regarding the CIRSA quotes.

MAYOR/COUNCIL REPORTS

Councilmember Claud Hanes stated Jack and Company did a great job at the senior luncheon. He also stated he and Councilmember Michael Sanchez attended the transportation plan meeting and that Public Works Director Roy Vestal did a great job.

Councilmember Michael Sanchez also stated Roy did a great job at the transportation plan meeting.

FUTURE CITY EVENTS

September 18, 2025 - Senior / Disabled Residents Fall Clean-up Curbside Pick-Up

September 20, 2025 - Fall Clean-up Day, 800 12th Street, 8:00 a.m. - 12:00 p.m.

October 3, 2025 - Fall Back to Fitness, Recreation Center, 203 S. Harrison Ave, 6:00 p.m. - 8:30 p.m.

October 4, 2025 - Dia de Los Muertos at Pumpkinfest, Historic Fort Lancaster, 2001 Historic Parkway, 3:00 p.m. - 8:00 p.m.

UPCOMING MEETINGS

September 30, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

October 7, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

October 14, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

October 21, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

EXECUTIVE SESSION

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to move to Executive Session "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6- 402(4)(e). Building Permit Fees. Motion passed unanimously on roll call

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vote. The following moved into Executive Session: Mayor Hubbard, Councilmembers David Crespín, Claud Hanes, Michael Sanchez, Valerie Blackston, Chris Ceretto and Bruce Fitzgerald, City Attorney, Andy Ausmus, City Administrator, Chris Cross, Public Works Director, Roy Vestal, Finance Director, Leann Perino and Planning Director, Todd Hodges. The Executive Session ended at 7:15 and the regular meeting reconvened.

ADJOURNMENT

The meeting adjourned at 7:17 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

ORDINANCE NO. 2025-1189

INTRODUCED BY:

ADOPT AN ORDINANCE REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE 2183 SOUTH DENVER AVENUE CHANGE OF ZONE, FROM THE I-1 LIGHT INDUSTRIAL ZONE DISTRICT TO THE I-2 HEAVY INDUSTRIAL ZONE DISTRICT AS DEFINED IN EXHIBIT B.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 16th day of September 2025.

PUBLISHED in the Fort Lupton Press the 25th day of September 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 7th day of October 2025.

PUBLISHED BY TITLE ONLY the 16th day of October 2025.

EFFECTIVE (after publication) the 15th day of November 2025.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ORDINANCE NO. 2025-1190

INTRODUCED BY:

ADOPT AN ORDINANCE REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE LANCASTER CROSSING CHANGE OF ZONE, FROM THE 'A' AGRICULTURAL ZONE DISTRICT TO THE R-2 MIXED-DENSITY RESIDENTIAL ZONE DISTRICT

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 16th day of September 2025.

PUBLISHED in the Fort Lupton Press the 25th day of September 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 7th day of October 2025.

PUBLISHED BY TITLE ONLY the 16th day of October 2025.

EFFECTIVE (after publication) the 15th day of November 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 Mayor's Signature for a Grant of Easement to United Power for Electrical and Communications Facilities Located Adjacent to Existing Right of Way for Mountain View Avenue in the Coyote Creek Filing No. 6 Subdivision

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The ten-foot wide easement provides United Power the right to construct, maintain, operate, and access its facilities along the south side of Mountain View Avenue connecting Filing No. 3 to Filing No. 6 and along the north side of Mountain View Avenue connecting Filing No. 6 to College Avenue crossing the Coyote Creek Golf Course.

The legal descriptions are included as Exhibit A of the agreement.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

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

Attachments: a. Grant of Easement.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

GRANT OF EASEMENT

CITY OF FORT LUPTON, GRANTOR (whether one or more), whose address is 130 South McKinley Avenue, Fort Lupton, Colorado 80621, in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto UNITED POWER, INC., GRANTEE, whose address is 500 Cooperative Way, Brighton, Colorado 80603, its successors and assigns, a perpetual easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across the following described property in the County of Weld, State of Colorado to-wit:

Easement description as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Those facilities may be overhead, underground and/or at grade and may include, but shall not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith.

Grantee shall have the right of ingress and egress 24 hours a day, 7 days a week, over and across the lands of the Grantor to and from the easement described in Exhibit "A" to survey, construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, and the right to remove any objects interfering therewith, including but not limited to, the trimming of trees and bushes as may be necessary. Grantee shall have the right to use the adjacent lands of Grantor, described as Temporary Workspace in Exhibit "A", during construction, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any other equipment within the boundaries of this easement.

Grantor reserves the right to occupy, use, and landscape said easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee's facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not plant any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any transformer or cabinet without the prior written approval of Grantee. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee.

Upon completion of construction, Grantee shall restore the surface of Grantor's property to substantially the same level and condition as existed prior to construction.

Each and every one of the benefits and burdens of this Grant of Easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The rights of Grantee hereunder may be exercised by its employees, licensees, contractors and permittees.

Grantor warrants that Grantor is the fee owner of the encumbered property and has the full right and lawful authority to make the grant contained herein and promises and agrees to defend Grantee in the exercise of the Grantee's rights hereunder against any defect in Grantor's title to the land involved or Grantor's right to make the grant contained herein.

Grantor shall defend, indemnify and hold harmless Grantee, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantee's personnel or damage to Grantee's property or to the property of Grantee's personnel occurring as a result of Grantor's actions, howsoever caused.

Grantee shall defend, indemnify and hold harmless Grantor, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantor's personnel or damage to Grantor's property or to the property of Grantor's personnel, occurring as a result of Grantee's activities described herein, howsoever caused.

The venue for any dispute arising from this Grant of Easement shall be in the courts of _____ County, Colorado.

Unless special provisions are listed below and/or attached, the above constitutes the entire agreement between the parties and no additional or different oral representation; promise or agreement shall be binding on any of the parties with respect to the subject matter of this Grant of Easement.

SIGNED AND SEALED BY GRANTOR this ____ day of _____, 2025.

GRANTOR:
CITY OF FORT LUPTON

BY: _____

ITS:

STATE OF COLORADO _____)
)
COUNTY OF WELD)

ACKNOWLEDGMENT

This record was acknowledged before me on _____, 2025
by _____ as _____ of
_____) .

(Notary's official signature)

(Commission Expiration)



EXHIBIT A

United Power, Inc.

Sheet 1 of 2

City of Fort Lupton, Property address: 2 Clubhouse Drive, Fort Lupton, Weld County, Colorado

A strip of land ten (10) feet in width being a portion of Reception No. 2498088, recorded June 25, 1996, Weld County Records, lying in the Northwest one-quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, Weld County, State of Colorado, described as follows:

BEGINNING at the southeast corner of Lot 27, Block 2, COYOTE CREEK PUD FILING NO. 6 FINAL PLAT, recorded FEBRUARY 25, 2025, under Reception No. 5012927, Weld County Records;
thence N 32°53'43" E, 10.10 feet, along the east line of said Lot 2 to the beginning of a curve to the right, having a radius of 385.00 feet;
thence along the arc of said curve, 10.64 feet, passing through a central angle of 1°35'01" and having a chord bearing S 64° 25'32" E, 10.64 feet;
thence S 63°38'13" E, 49.73 feet to the beginning of a curve to the left, having a radius of 315.00 feet;
thence along the arc of said curve, 144.94 feet, passing through a central angle of 26°21'47" and having a chord bearing S 76° 49'07" E, 143.66 feet;
thence N 90°00'00" E, 94.78 feet to the west right-of-way line of College Avenue;
thence S 00°12'25" E, 10.00 feet, along said west right-of-way line to the north right-of-way line of Mountain View Avenue as dedicated on said COYOTE CREEK PUD FILING NO. 6 FINAL PLAT;
thence N 90°00'00" W, 94.81 feet, along said north right-of-way line to the beginning of a curve to the right, having a radius of 325.00 feet;
thence along said north right-of-way line the following three (3) calls;

- (1) thence along the arc of said curve, 149.54 feet, passing through a central angle of 26°21'47" and having a chord bearing N 76° 49'07" W, 148.22 feet;
- (2) thence N 63°38'13" W, 49.73 feet to the beginning of a curve to the left, having a radius of 375.00 feet;
- (3) thence along the arc of said curve, 11.79 feet, passing through a central angle of 1°48'05" and having a chord bearing N 64° 32'04" W, 11.79 feet, to the **POINT OF BEGINNING**;

Said parcel contains 3,030 square feet or (0.0695 acres), more or less.

Bearings are based on the south line of the Northwest One-Quarter of said Section 4 as bearing S 89°17'03" W, a distance of 2,647.88 feet, and monumented on the west by a 3.25" aluminum cap in a monument box - Illegible, and on the east by a 3.25" aluminum cap in a monument box stamped "LS 13155".

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

The author of this description is Mr. Brian M. Helminiak, PLS 38329, a registered professional land surveyor licensed to practice in the State of Colorado. The description was written for United Power, Inc., and on behalf of Lambert Land Consulting, LLC, on September 17, 2025, under Job Number L25-104 and is NOT to be construed as representing a monumented land survey.

LAMBERT LAND CONSULTING, LLC

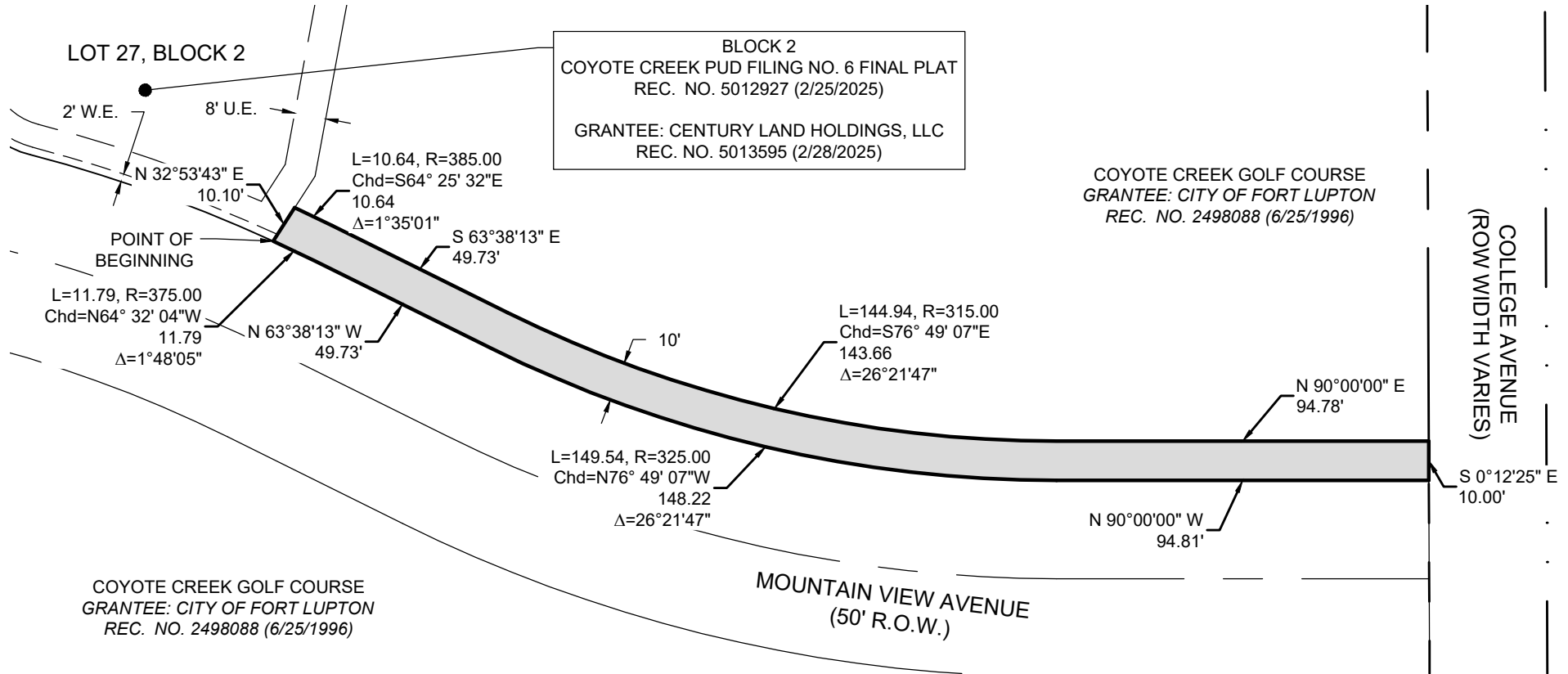
P: 970-217-2190 – www.lambertlc.com



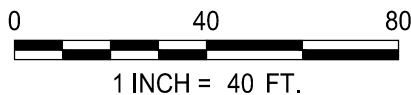
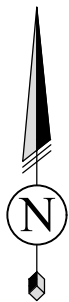
ILLUSTRATION

SHEET 2 of 2

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



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



#	Date	Revisions
0	9/17/2025	ORIGINAL DOCUMENT - KBT

Prepared for: WO# 202504030

Project#: L25-104

UNITED POWER, INC.



Lambert Land Consulting, LLC
2603 Lodi Court · Fort Collins · Colorado 80526
Phone 970.217.2190 - www.lambertlc.com



EXHIBIT A

United Power, Inc.

Sheet 1 of 2

City of Fort Lupton, Property address: 2 Clubhouse Drive, Fort Lupton, Weld County, Colorado

A strip of land ten (10) feet in width being a portion of Reception No. 2498088, recorded June 25, 1996, Weld County Records, lying in the Northwest one-quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, Weld County, State of Colorado, described as follows:

BEGINNING at the northwest corner of Lot 18, Block 3, COYOTE CREEK PUD FILING NO. 6 FINAL PLAT, recorded February 25, 2025, under Reception No. 5012927, Weld County Records;
thence S $31^{\circ}01'45''$ E, 10.54 feet, along the west line of said Lot 18;
thence departing said west line S $40^{\circ}35'10''$ W, 303.92 feet, to the beginning of a curve to the left, having a radius of 260.00 feet;
thence along the arc of said curve, 151.08 feet, passing through a central angle of $33^{\circ}17'39''$ and having a chord bearing S $23^{\circ}56'20''$ W, 148.97 feet, to the beginning of a curve to the left, having a radius of 365.00 feet;
thence along the arc of said curve, 21.32 feet, passing through a central angle of $3^{\circ}20'48''$ and having a chord bearing S $5^{\circ}37'07''$ W, 21.32 feet, to a point on the north line of Lot 1, Block 3, COYOTE CREEK FILING NO. 3, recorded March 15, 2001, under Reception No. 2832671, Weld County Records;
thence N $60^{\circ}03'33''$ W, 11.09 feet, along said north line of Lot 1, to the east right-of-way line of Mountain View Avenue as dedicated on said COYOTE CREEK PUD FILING NO. 6 FINAL PLAT;
thence along said east right-of-way line the following three (3) calls;

(1) thence on a curve to the right, having a radius of 375.00 feet, along the arc of said curve, 17.04 feet, passing through a central angle of $2^{\circ}36'14''$ and having a chord bearing N $5^{\circ}59'24''$ E, 17.04 feet;
(2) thence on a curve to the right, having a radius of 270.00 feet, along the arc of said curve, 156.90 feet, passing through a central angle of $33^{\circ}17'39''$ and having a chord bearing N $23^{\circ}56'20''$ E, 154.70 feet;
(3) thence N $40^{\circ}35'10''$ E, 307.24, to the **POINT OF BEGINNING**;

Said parcel contains 4,787 square feet or (0.1099 acres), more or less.

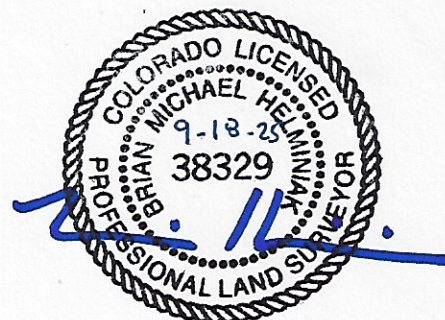
Bearings are based on the south line of the Northwest One-Quarter of said Section 4 as bearing S $89^{\circ}17'03''$ W, a distance of 2,647.88 feet, and monumented on the west by a 3.25" aluminum cap in a monument box - Illegible, and on the east by a 3.25" aluminum cap in a monument box stamped "LS 13155".

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

The author of this description is Mr. Brian M. Helminiak, PLS 38329, a registered professional land surveyor licensed to practice in the State of Colorado. The description was written for United Power, Inc., and on behalf of Lambert Land Consulting, LLC, on September 18, 2025, under Job Number L25-104 and is NOT to be construed as representing a monumented land survey.

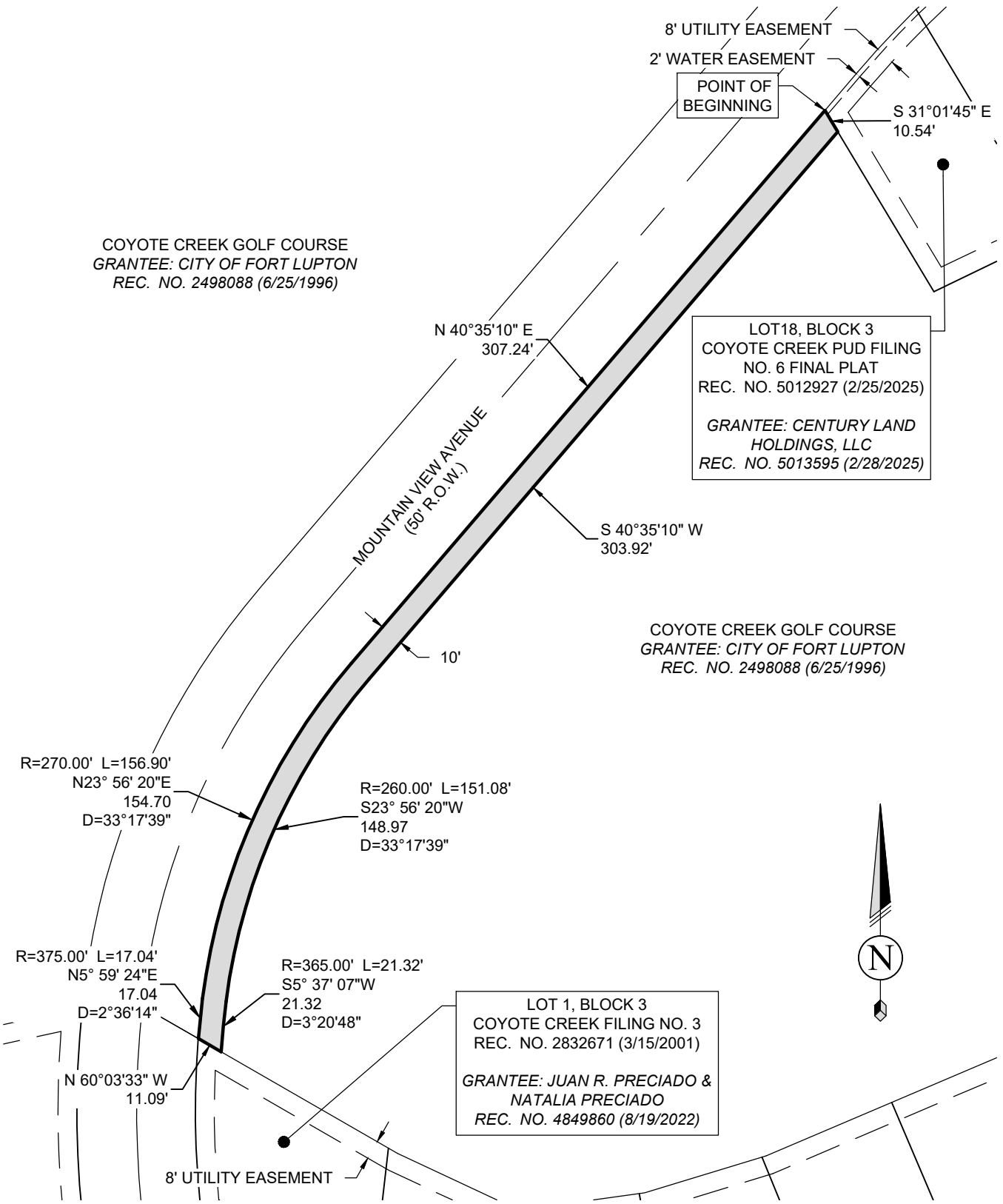
LAMBERT LAND CONSULTING, LLC

P: 970-217-2190 – www.lambertllc.com



ILLUSTRATION

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



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

L:\2025\L25-104 UPI COYOTE CREEK FLG @DWG\L25-104.dwg September 18, 2025 - 1:41pm

#	Date	Revisions
0	9/18/2025	ORIGINAL DOCUMENT - KBT

Prepared for: WO# 202504030

Project#: L25-104

UNITED POWER, INC.

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



SUBJECT FOR DISCUSSION

Accepting and Approving Payment for the Water Pipeline Facilities Easement with Silicon Ranch for the Water Tower Project Water Main Connection

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The forty-foot-wide permanent easement gives the City of Fort Lupton the right to install, maintain, operate, and access the underground pipe. Located Along the Southern Property Line of Parcel Number 147102000063 along Highway 52.

The associated Temporary Construction easement has also been executed by Silicon Ranch for an additional 20-foot wide work area.

An offer of \$27,364.00 was made and accepted. Payment of \$27,364.00 is due upon accepting of these easements.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

City staff recommends approving the Mayor's signature and executing the easement agreement with Silicon Ranch.

Attachments:

- a. Easement Dedication.
- b. Offer Letter

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

WATER PIPELINE FACILITIES EASEMENT

1. **GRANT.** In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SILICON RANCH CORPORATION, a Delaware corporation**, 18475 W Colfax, Ste 132 Golden, CO 80401 (the "Grantor") hereby grants to, and its successors and assigns the CITY OF FORT LUPTON, COLORADO (the "Grantee"), this Water Pipeline Facilities Easement (this "Easement") for the purposes described herein, situated in the County of Weld, State of Colorado, for the use and benefit of Grantee, and its employees, agents, licensees, invitees, contractors, and lessees.
2. **WATER PIPELINE USE.** This Easement may be used for the installation, construction, operation, maintenance, monitoring, repair, reconstruction, replacement, inspection, surveying, and removal, at any time and from time to time, of an underground water pipeline, with a diameter of twenty inches (20") or less, together with associated valving, valve sets, vaults, wiring, and all other improvements and appurtenances used or useable in connection with said water pipeline as may be necessary or convenient for the transmission of water, (collectively, the "Pipeline Improvements"), with the right to modify, improve, reconstruct, relocate, remove, and replace the Pipeline Improvements in whole or in part at any time and from time to time, on, over, under and across the premises described on the attached **Exhibit A** (the "Pipeline Improvements Easement Area"), subject to the Shared Use Restrictions set forth below, and to mark the location of the Pipeline Improvements by suitable markers set in or on the ground; together with all the rights and privileges necessary or convenient for the full enjoyment of the above-mentioned purposes. The easement rights granted to Grantee hereunder include the rights of ingress and egress on, over and across the Pipeline Improvements Easement Area, on foot or through use of such vehicles and equipment as Grantee deems appropriate for the activities and uses allowed under this Easement, together with the rights to maintain and improve the Pipeline Improvements Easement Area as needed to accommodate said vehicles and equipment.
3. **NON-EXCLUSIVITY, PERPETUITY.** This Easement shall be non-exclusive (subject to the provisions of Sections 4 and 5 below) and perpetual, and shall run with the land, burdening all present and future owners.
4. **SHARED USE RESTRICTIONS.** Grantee reserves the right to use and occupy the Pipeline Improvements Easement Area as a municipal water distribution system with related and ancillary facilities (collectively, the "Grantee Facilities and Uses"), in a manner that will not pose a significant risk of damage to Grantor's property, or interfere with any of the rights and privileges herein granted to the Grantee. In connection with Grantor's use of this Easement, Grantor will: (i) collaborate with Grantee regarding the location and design of its Pipeline Improvements; (ii) provide Grantee design plans for Grantee's Pipeline Improvements, and obtain Grantor's written consent with respect to location and compatibility with then-existing Grantor Facilities and Uses, before commencing

construction, such consent not to be unreasonably withheld or delayed; and (iii) otherwise make reasonable efforts not to interfere with, endanger or damage the Grantee Facilities and Uses (collectively, the "Shared Use Restrictions"). Notwithstanding anything herein to the contrary, Grantor will cooperate in good faith with Grantee to reasonably accommodate the Pipeline Improvements and otherwise allow the purpose and intent of this Easement to be fulfilled, and in the event Grantor should withhold consent to any design plan of Grantee as contemplated above, Grantor will diligently work with Grantee to identify and select an acceptable, alternative design plan.

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

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

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

6. **GRANTOR WARRANTIES.** Grantor warrants that: i) Grantor is the owner of the land on which this Easement is situated; ii) Grantor has full authority to grant this Easement; iii) the individual or individuals signing this Easement have full authority to execute this Easement on behalf of Grantor; and iv) the rights granted herein are subject only to easements of record and mineral rights of record in third parties.
7. **GRANTEE MAINTENANCE.** Grantee may at any time cut, remove, clear away, trim and control, by machinery or other non-chemical means, any and all trees, brush and shrubbery whether on the easement areas described herein, or adjacent thereto, which now or hereafter, in the sole and exclusive opinion of Grantee, may interfere with the safe construction, operation and maintenance of the Pipeline Improvements. Grantee may also use gates of Grantor's facility fences which now or might hereafter cross or be adjacent to the easement areas conveyed herein. Access of Grantee's easement area must be coordinated with Grantor's staff, but Grantee will have reasonable 24 hour per day, 7 day

per week access. Grantee shall at all times exercise reasonable care and diligence to avoid damage to Grantor's real property, fences, and other personal property located on or adjacent to the Water Pipeline Easement Area. However, Grantor shall repair or pay for the reasonable costs of any and all damage to said real property, fences, and other personal property caused by Grantee, its employees, agents, licensees, invitees, contractors, or lessees while performing construction or maintenance work within the Water Pipeline Easement Area.

8. **GRANTEE FACILITIES.** All Pipeline Improvements installed on, across, and under the Water Pipeline Easement Area at Grantee's expense, shall remain the property of Grantee, removable at the sole discretion of Grantee.
9. **NON-USE.** Non-use or limited use of this Easement shall not prevent Grantee from thereafter making use of this Easement to the full extent herein authorized.
10. **MISCELLANEOUS.** The provisions of this Easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor and Grantee. The rights, privileges, and obligations granted and created hereunder may be assigned, licensed or otherwise conveyed or transferred by Grantee in whole or in part. Grantee shall be entitled to all remedies at law or in equity to enforce the terms of this Easement or to recover damages for breach. If any provision of this Easement is held by a court of competent jurisdiction to be invalid or unenforceable or not run with the land, such holding shall not affect the validity or enforceability of the remainder of this Easement. The headings and captions in this Easement are used for convenience only and shall not be construed to affect its meaning.
11. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.
12. **SEVERABILITY.** In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.
13. **GOVERNING LAW.** GRANTEE agrees to comply with all local, state and federal laws in its use of easement under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.
14. **OSHA REQUIREMENTS.** GRANTEE agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. GRANTEE shall at all times comply with the safety and health regulations of the

Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. GRANTEE acknowledges and agrees that with respect to the use of this easement, it shall comply with all obligations and assume all responsibilities imposed upon the GRANTEE as such term is defined and construed under all OSHA rules and regulations. The GRANTEE shall adhere to all federal, state and local safety and health regulations, laws and ordinances.

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

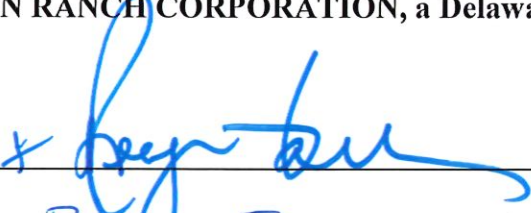
16. INDEMNIFICATION BY GRANTEE. GRANTEE shall defend, indemnify and hold the GRANTOR harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of GRANTEE or its contractors pursuant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

[The remainder of this page intentionally left blank]

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

GRANTOR:

SILICON RANCH CORPORATION, a Delaware Corporation

By: 

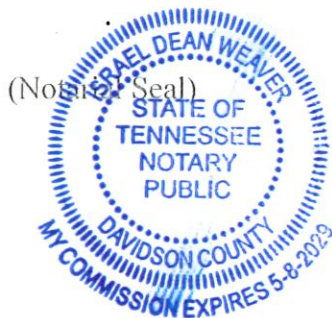
Name: Reagan Farr

Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF Tennessee)
) ss:
COUNTY OF Davidson)

The foregoing instrument was acknowledged before me on September 10th, 2025, by Reagan Farr, as Chief Executive Officer of the SILICON RANCH CORPORATION, a Delaware Corporation




Notary Public

My commission expires: 5/8/2029

PROPERTY DESCRIPTION

A strip of land, being part of that parcel of land described in that Warranty Deed recorded June 1, 2015 as Reception No. 4111320 of the records of the Weld County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Two (2), Township One North (T.1N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Lupton, County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 2 and assuming the South line of the Northwest Quarter (NW1/4) of said Section 2, being monumentalized by a #6 rebar with a 3 1/4" diameter illegible aluminum cap in a monument box at the West end and by a #6 rebar in a monument box at the East end, as bearing North 89°29'19" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2623.72 feet, with all other bearings contained herein relative thereto;

THENCE North 89°29'19" East along the South line of the Northwest Quarter (NW1/4) of said Section 2 a distance of 209.64 feet;

THENCE North 00°30'41" West a distance of 50.00 feet to the intersection of the West line of that parcel of land described in said Warranty Deed with the North Right-of-way line of State Highway 52 (See Right of Way Deed in Book 1057 at Page 543, recorded February 26, 1940), said North Right-of-way line being Fifty (50) feet, as measured at a right angle, North of and parallel with the South line of the Northwest Quarter (NW1/4) of said Section 2, said point being the **POINT OF BEGINNING**;

THENCE North 00°56'01" West along said West line of that parcel of land described in said Warranty Deed a distance of 40.00 feet to a point being Forty (40) feet, as measured at a right angle, North of said North Right-of-way line;

THENCE North 89°29'19" East along a line being Forty (40) feet, as measured at a right angle, North of and parallel with said North Right-of-way line a distance of 2088.06 feet to the Westerly line of that pipeline easement described in that Right-of-way Grant recorded January 31, 1979 as Reception No. 1780398 of the records of the Weld County Clerk and Recorder;

The following Two (2) courses and distances are along the Westerly and Northerly lines of said pipeline easement:

THENCE North 00°29'01" West a distance of 7.49 feet;

THENCE North 89°31'09" East a distance of 326.34 feet to the East line of the Northwest Quarter (NW1/4) of said Section 2;

THENCE South 00°29'44" East along the East line of the Northwest Quarter (NW1/4) of said Section 2 a distance of 47.31 feet to said North Right-of-way line;

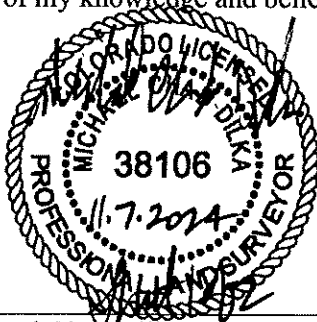
THENCE South 89°29'19" West along said North Right-of-way line a distance of 2414.10 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 98,985 sq. ft. or 2.272 acres, more or less ($\pm$), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

The lineal dimensions as contained herein are grid distances based upon the US Survey Foot.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



NORTH QUARTER CORNER
SECTION 2, T1N, R66W



250 125 0 250
SCALE IN FEET
SCALE: 1"=250'

SILICON RANCH CORP
REC. NO. 4111320

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°30'41"W	50.00'
L2	N00°56'01"W	40.00'
L3	N00°29'01"W	7.49'
L4	S00°29'44"E	47.31'

REC. NO. 1310733

16.5' RIGHT-OF-WAY EASEMENT
TO THE MOUNTAIN STATES
TELEPHONE AND TELEGRAPH CO.
REC. NO. 1545655

98,985 SQ.FT.
2.272 ACRES

N89°29'19"E 2088.06'

50' ROAD R.O.W. DEED
B.1057 P.543
40'

N89°31'09"E
326.34'

50' PIPELINE EASEMENT
TO PANHANDLE EASTERN PIPE LINE CO.
REC. NO. 1780398

POINT OF
BEGINNING

209.64'

STATE HIGHWAY 52

S89°29'19"W 2414.10'

BASIS OF BEARINGS: N89°29'19"E 2623.72'

WEST QUARTER CORNER
SECTION 2, T1N, R66W
POINT OF COMMENCEMENT

TRACT A, AMRE-503
REC. NO. 2309277

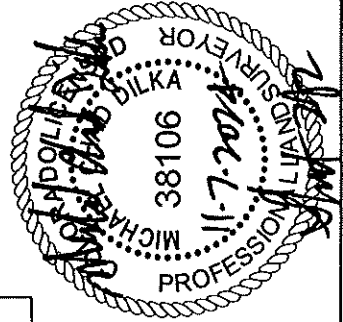
TRACT B, AMRE-503
REC. NO. 2309277

LOT A, RE-4671
REC. NO. 3526325

LOT B, RE-4671
REC. NO. 3526325

REC. NO. 1312185

LOT B, RE-3193
REC. NO. 2914860



Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694

Fax: 303.857.0351

www.fortluptonco.gov

February 24, 2025

Mr. Brian Bolton
Silicon Ranch
18475 W Colfax, Ste 132
Golden, CO 80401

Dear Mr. Bolton,

The City of Fort Lupton desires to construct a new elevated water storage tank and connect it to the existing water distribution system. The new elevated water storage tank is intended to provide system redundancy and alleviate some mechanical challenges currently experienced in the water distribution system. The new tank would include the design and construction of a pump station and waterlines to fill the tank and connect the tank to the existing distribution system.

In order to safely and reliably provide our customers with these services, the City of Ft Lupton must acquire an underground pipeline distribution easement across your property, which is more particularly described in the enclosed Easement Agreement, Legal Description, and Sketch ("Easement Property").

The City of Ft. Lupton has investigated property values in your area in order to assess the amount of just compensation due as a result of this acquisition. Following that investigation, the City of Fort Lupton has determined that \$27,364.00 is appropriate compensation for the acreage within the Easement Property and any applicable damage to your remaining property. For your convenience, a copy of a Form W-9 is enclosed. To accept this offer and receive payment, please execute the enclosed Easement Agreement and complete the enclosed Form W-9.

Please do not hesitate to contact me 720-459-0579 if you have any questions or need further information.

Sincerely,

Sara Crook
City of Foty Lupton
Contract Agent, Siting and Land Rights



SUBJECT FOR DISCUSSION

Approving the Payment of \$23,380.00 to Renae Denner for Water Pipeline Facilities Easement for the Water Tower Project Water Main Connection, Located Along the Southern Property Line of 15987 Highway 52.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The forty-foot-wide easement gives the City of Fort Lupton the right to install, maintain, operate, and access the underground pipe. Located along the south property line of the property adjacent to Highway 52.

The associated Temporary Construction easement has also been executed by Renae Denner for an additional 20-foot wide work area.

An offer of \$23,380.00 was made and accepted. Payment of \$23,380.00 is due upon accepting of these easements.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the payment
- B. Do not approve
- C. Do nothing

STAFF RECOMMENDATIONS

City staff recommends approving the payment and executing the easement agreement with Renae Denner.

Attachments:

- a. Easement Dedication.
- b. Offer Letter

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

WATER PIPELINE FACILITIES EASEMENT

1. **GRANT.** In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **RENAE Y. DENNER.**, 15987 Highway 52, Fort Lupton, Colorado 80621 (the "Grantor") hereby grants to, and its successors and assigns the **CITY OF FORT LUPTON, COLORADO** (the "Grantee"), this Water Pipeline Facilities Easement (this "Easement") for the purposes described herein, situated in the County of Weld, State of Colorado, for the use and benefit of Grantee, and its employees, agents, licensees, invitees, contractors, and lessees.
2. **WATER PIPELINE USE.** This Easement may be used for the installation, construction, operation, maintenance, monitoring, repair, reconstruction, replacement, inspection, surveying, and removal, at any time and from time to time, of an underground water pipeline, with a diameter of twenty inches (20") or less, together with associated valving, valve sets, vaults, wiring, and all other improvements and appurtenances used or useable in connection with said water pipeline as may be necessary or convenient for the transmission of water, (collectively, the "Pipeline Improvements"), with the right to modify, improve, reconstruct, relocate, remove, and replace the Pipeline Improvements in whole or in part at any time and from time to time, on, over, under and across the premises described on the attached **Exhibit A** (the "Pipeline Improvements Easement Area"), subject to the Shared Use Restrictions set forth below, and to mark the location of the Pipeline Improvements by suitable markers set in or on the ground; together with all the rights and privileges necessary or convenient for the full enjoyment of the above-mentioned purposes. The easement rights granted to Grantee hereunder include the rights of ingress and egress on, over and across the Pipeline Improvements Easement Area, on foot or through use of such vehicles and equipment as Grantee deems appropriate for the activities and uses allowed under this Easement, together with the rights to maintain and improve the Pipeline Improvements Easement Area as needed to accommodate said vehicles and equipment.
3. **NON-EXCLUSIVITY, PERPETUITY.** This Easement shall be non-exclusive (subject to the provisions of Sections 4 and 5 below) and perpetual, and shall run with the land, burdening all present and future owners.
4. **SHARED USE RESTRICTIONS.** Grantee reserves the right to use and occupy the Pipeline Improvements Easement Area as a municipal water distribution system with related and ancillary facilities (collectively, the "Grantee Facilities and Uses"), in a manner that will not pose a significant risk of damage to Grantor's property, or interfere with any of the rights and privileges herein granted to the Grantee. In connection with Grantor's use of this Easement, Grantor will: (i) collaborate with Grantee regarding the location and design of its Pipeline Improvements; (ii) provide Grantee design plans for Grantee's Pipeline Improvements, and obtain Grantor's written consent with respect to location and compatibility with then-existing Grantor Facilities and Uses, before commencing construction, such consent not to be unreasonably withheld or delayed; and (iii) otherwise

make reasonable efforts not to interfere with, endanger or damage the Grantee Facilities and Uses (collectively, the "Shared Use Restrictions"). Notwithstanding anything herein to the contrary, Grantor will cooperate in good faith with Grantee to reasonably accommodate the Pipeline Improvements and otherwise allow the purpose and intent of this Easement to be fulfilled, and in the event Grantor should withhold consent to any design plan of Grantee as contemplated above, Grantor will diligently work with Grantee to identify and select an acceptable, alternative design plan.

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

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

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

6. **GRANTOR WARRANTS.** Grantor warrants that: i) Grantor is the owner of the land on which this Easement is situated; ii) Grantor has full authority to grant this Easement; iii) the individual or individuals signing this Easement have full authority to execute this Easement on behalf of Grantor; and iv) the rights granted herein are subject only to easements of record and mineral rights of record in third parties.
7. **GRANTEE MAINTENANCE.** Grantee may at any time cut, remove, clear away, trim and control, by machinery or other non-chemical means, any and all trees, brush and shrubbery whether on the easement areas described herein, or adjacent thereto, which now or hereafter, in the sole and exclusive opinion of Grantee, may interfere with the safe construction, operation and maintenance of the Pipeline Improvements. Grantee may also use gates of Grantor's facility fences which now or might hereafter cross or be adjacent to the easement areas conveyed herein. Access of Grantee's easement area must be coordinated with Grantor's staff, but Grantee will have reasonable 24 hour per day, 7 day per week access. Grantee shall at all times exercise reasonable care and diligence to avoid

damage to Grantor's real property, fences, and other personal property located on or adjacent to the Water Pipeline Easement Area. However, Grantee shall repair or pay for the reasonable costs of any and all damage to said real property, fences, and other personal property caused by Grantee, its employees, agents, licensees, invitees, contractors, or lessees while performing construction or maintenance work within the Water Pipeline Easement Area.

8. **GRANTEE FACILITIES.** All Pipeline Improvements installed on, across, and under the Water Pipeline Easement Area at Grantee's expense, shall remain the property of Grantee, removable at the sole discretion of Grantee.
9. **NON-USE.** Non-use or limited use of this Easement shall not prevent Grantee from thereafter making use of this Easement to the full extent herein authorized.
10. **MISCELLANEOUS.** The provisions of this Easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor and Grantee. The rights, privileges, and obligations granted and created hereunder may be assigned, licensed or otherwise conveyed or transferred by Grantee in whole or in part. Grantee shall be entitled to all remedies at law or in equity to enforce the terms of this Easement or to recover damages for breach. If any provision of this Easement is held by a court of competent jurisdiction to be invalid or unenforceable or not run with the land, such holding shall not affect the validity or enforceability of the remainder of this Easement. The headings and captions in this Easement are used for convenience only and shall not be construed to affect its meaning.
11. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.
12. **SEVERABILITY.** In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.
13. **GOVERNING LAW.** GRANTEE agrees to comply with all local, state and federal laws in its use of easement under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.
14. **OSHA REQUIREMENTS.** GRANTEE agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. GRANTEE shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and

modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. GRANTEE acknowledges and agrees that with respect to the use of this easement, it shall comply with all obligations and assume all responsibilities imposed upon the GRANTEE as such term is defined and construed under all OSHA rules and regulations. The GRANTEE shall adhere to all federal, state and local safety and health regulations, laws and ordinances.

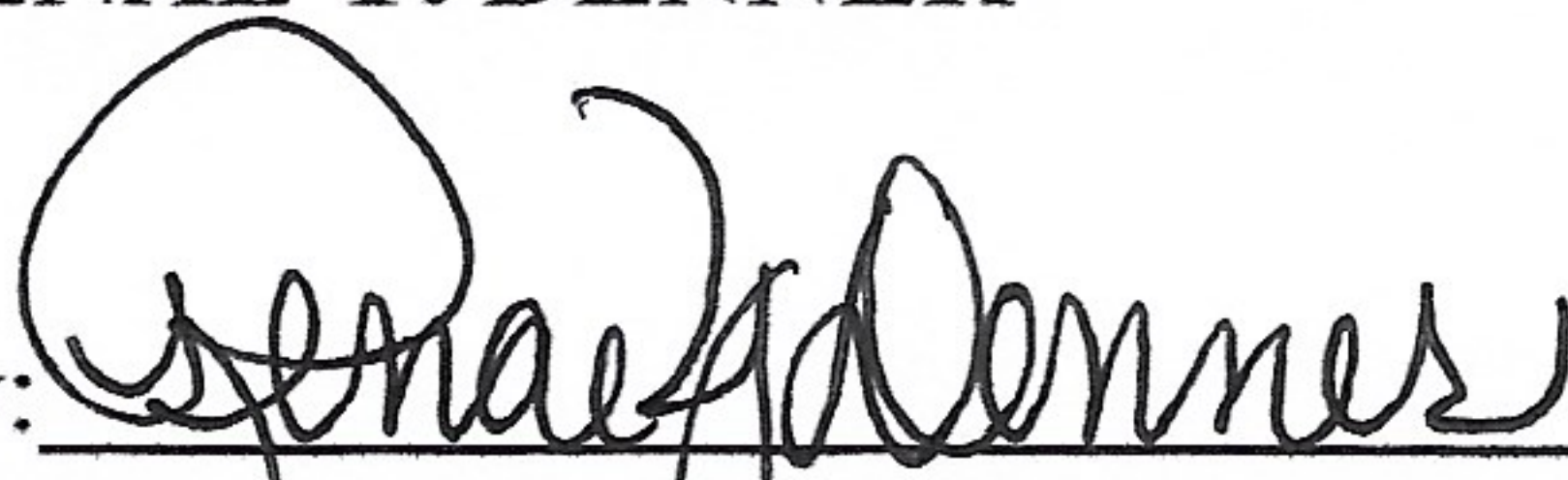
15. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.
16. **INDEMNIFICATION BY GRANTEE.** GRANTEE shall defend, indemnify and hold the GRANTOR harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of GRANTEE or its contractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

[The remainder of this page intentionally left blank]

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

GRANTOR:

RENAE Y. DENNER

By: 
Name: Renae Y. Denner
Title: Property Owner

ACKNOWLEDGMENT

STATE OF Colorado)
) ss:
COUNTY OF Weld)

The foregoing instrument was acknowledged before me on September 22, 2025, by Renae Y. Denner.

(Notarial Seal)

RYANNA MCWILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254028626
MY COMMISSION EXPIRES JULY 28, 2029


Notary Public

My commission expires: July 28, 2029

EXHIBIT A
(1 of 2)
PROPERTY DESCRIPTION

A strip of land, Forty (40) feet in width, being part of Lot 1, Patterson Amended Plat, recorded November 8, 2017 as Reception No. 4351083 of the records of the Weld County Clerk and Recorder, located in the Northeast Quarter (NE1/4) of Section Three (3), Township One North (T.1N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Lupton, County of Weld, State of Colorado, and being more particularly described as follows:

The South Forty (40) feet of said Lot 1.

Said described strip of land contains 14,565 sq. ft. or 0.334 acre, more or less ($\pm$), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

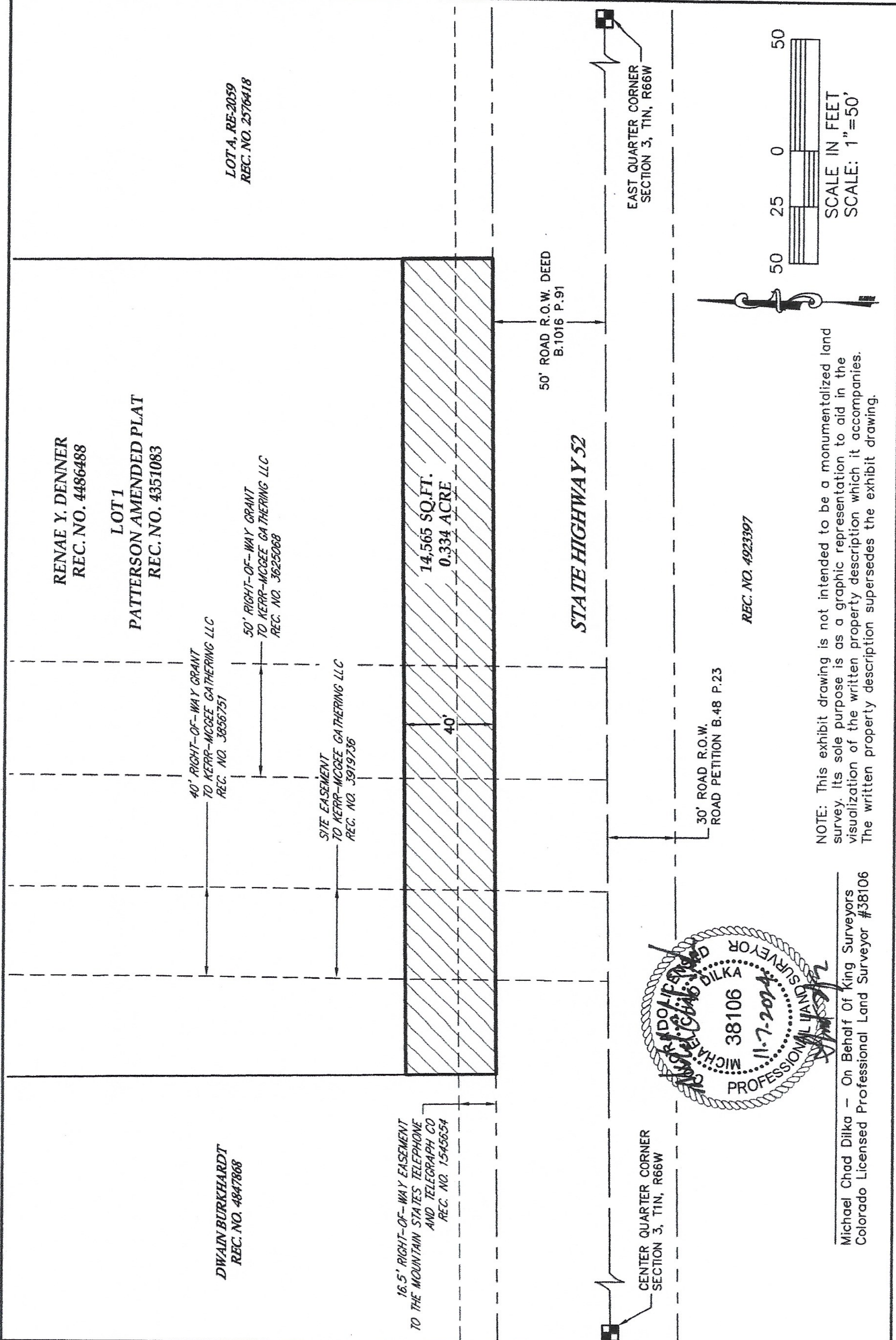
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20240030



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO:20240030

DATE: 11/5/2024

CLIENT: BURNS & MCDONNELL

DWG: PE-DENNER

DRAWN: SMF CHECKED: MCD



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694

Fax: 303.857.0351

www.fortluptonco.gov

March 3, 2025

Ms. Renae Denner
15987 Hwy 52
Fort Lupton, CO 80621

Dear Ms. Denner,

The City of Fort Lupton desires to construct a new elevated water storage tank and connect it to the existing water distribution system. The new elevated water storage tank is intended to provide system redundancy and alleviate some mechanical challenges currently experienced in the water distribution system. The new tank would include the design and construction of a pump station and waterlines to fill the tank and connect the tank to the existing distribution system.

In order to safely and reliably provide our customers with these services, the City of Ft Lupton must acquire an underground pipeline distribution easement across your property, which is more particularly described in the enclosed Easement Agreement, Legal Description, and Sketch ("Easement Property").

The City of Ft. Lupton has investigated property values in your area in order to assess the amount of just compensation due as a result of this acquisition. Following that investigation, the City of Fort Lupton has determined that \$23,380.00 is appropriate compensation for the acreage within the Easement Property and any applicable damage to your remaining property. For your convenience, a copy of a Form W-9 is enclosed. To accept this offer and receive payment, please execute the enclosed Easement Agreement and complete the enclosed Form W-9.

Please do not hesitate to contact me at 720-459-0579 if you have any questions or need further information.

Sincerely,

Sara Crook
City of Fort Lupton
Contract Agent, Siting and Land Rights



SUBJECT FOR DISCUSSION

Approving the Payment of \$5,000.00 to Elizabeth Schaefer for a Temporary Construction Water Pipeline Facilities Easement for the Water Tower Project Water Main Connection

SUMMARY STATEMENT/BACKGROUND DISCUSSION

A forty-foot-wide easement currently exists which gives the City of Fort Lupton the right to install, maintain, operate, and access the underground pipe. Located along the western property line of the property from CR 16 to 9th Street.

The Temporary Construction easement has been executed by Elizabeth Schaefer for an additional 20-feet wide work area.

An offer of \$5,000.00 was made and accepted. Payment of \$5,000.00 is due upon accepting of this easement.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the payment
- B. Do not approve
- C. Do nothing

STAFF RECOMMENDATIONS

City staff recommends approving the payment and executing the easement agreement with Elizabeth Schaefer.

Attachments: a. Easement Dedication and Offer Letter

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

TEMPORARY CONSTRUCTION EASEMENT (the "Easement")

The undersigned, ELIZABETH M. SHAFER AND DAVID L. BADDING AND MARRY J. SISNEROS AND SUSAN BADDING AND FRANCES I. DEAGUERO ("Grantor") grants, sells, conveys and confirms to THE CITY OF FORT LUPTON, a Colorado statutory city ("The City"), its successors and assigns, a temporary easement for (i) access, (ii) construction work areas/ work sites, and (iii) storage of materials and equipment, on, over and across the following described property located in the West Half (W1/2) of Section Thirty-five (35), Township Two (2) North, Range Sixty-Six (66) West of the 6th Principal Meridian in the County of Weld, State of Colorado, described on **Exhibit A**, attached and incorporated by this reference (the "Temporary Easement Area").

Together with full right and authority to The City, its successors, assigns, licensees and its and their contractors, agents, employees and invitees, to enter upon the Temporary Easement Area with machinery, trucks, materials, tools and other equipment which may be useful or required in the construction, alteration, maintenance or repair by The City of utility improvements, located or to be located, on real property owned by The City, or on property that is subject to an easement for the benefit of The City.

It is understood that this temporary easement shall have a term of one hundred and eighty (180) days, beginning at a date the City or its agent determines and provides Grantor in writing, at least 30 days prior to the term (the "Term"). Prior to the expiration of the Term of this Easement, The City shall restore the surface, including any fencing, of the Temporary Easement Area which is disturbed by The City's exercise of its rights under this Easement, to as near a condition as existed prior to The City's entry on the Temporary Easement Area as is reasonably practicable.

No amendment, modification or supplement to this Easement shall be binding on The City unless made in writing and executed by an authorized representative of The City. No waiver by The City of any provision hereof, nor any approval of The City required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of The City.

The provisions of this Easement shall run with, be binding on, and burden the Temporary Easement Area, and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and The City. "Grantor" shall include the singular, plural, feminine, masculine, and neuter.

Grantor warrants and represents that Grantor is the owner of the Temporary Easement Area and has the right to sell, transfer, convey, confirm, and grant this Easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third-party company.

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.

This Easement incorporates all agreements and stipulations between Grantor and The City as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement, or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement.

This Easement consists of the document entitled "Temporary Construction Easement", and an exhibit containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto, and if attached, a Consent and Subordination. No other exhibit, addendum, schedule, or other attachment (collectively "Addendum") is authorized by The City, and no Addendum shall be effective and binding upon The City unless executed by an authorized representative of The City.

All notices, demands, requests and other communications required or permitted under this Easement must be in writing and will be deemed received when personally delivered or three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified, addressed as follows:

If to The City: The City of Fort Lupton Public Works
 130 S. McKinley Ave
 Fort Lupton, CO 80621
 Attention: Roy Vestal

If to Grantor: Elizabeth M Shafer et al
 10904 Verna Lane
 Northglenn, CO 80234

The City or Granter may change its address by giving notice to the other as provided for above.

Signed this 22 day of Sept., 2025

GRANTOR:

By: Elizabeth M. Shafer

Name: Elizabeth M Shafer

Title: Property Owner

GRANTOR:

By: David L. Badding

Name: David L. Badding

Title: Property Owner

GRANTOR:

By: Marry J. Sisneros

Name: Marry J. Sisneros

Title: Property Owner

GRANTOR:

By: Susan Badding

Name: Susan Badding

Title: Property Owner

GRANTOR:

By: Frances Villaguerro

Name: Frances I. Deaguero

Title: Property Owner

Exhibit A

EXHIBIT A
(1 of 3)
PROPERTY DESCRIPTION

A strip of land, Thirty (30) feet in width, being part of the West Half (W1/2) of Section Thirty-five (35), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, the centerline of said strip of land being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 35 and assuming the West line of the Southwest Quarter (SW1/4) of said Section 35, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS19585, 1993" at the South end and by a #6 rebar with a 2 1/2" diameter aluminum cap stamped "LS22097, 1998" at the North end, as bearing North 00°31'54" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2678.40 feet, with all other bearings contained herein relative thereto;

THENCE North 82°36'08" East a distance of 266.85 feet to the North Right-of-way line of 9th Street, also known as WCR14, (See Order in Book 48 at Page 133, recorded January 16, 1886 & Road Viewer's Report in Book 48 at Page 186, recorded May 25, 1889), said North Right-of-way line being Thirty (30) feet, as measured at a right angle, North of and parallel with the South line of the Southwest Quarter (SW1/4) of said Section 35, said point being Fifteen (15) feet, as measured at a right angle, East of the East line of that water pipeline easement described in that Easement Deed recorded April 8, 1996 as Reception No. 2484727 of the records of the Weld County Clerk and Recorder, said point being the **POINT OF BEGINNING** of said centerline;

The following Three (3) courses and distances are along lines being Fifteen (15) feet East of and parallel with the East lines of said water pipeline easement and Fifteen (15) feet South of and parallel with the South line of said water pipeline easement:

THENCE North 00°32'29" West a distance of 2646.81 feet;

THENCE North 00°31'49" West a distance of 2473.06 feet;

THENCE North 89°14'39" East a distance of 986.11 feet to the West line of that parcel of land described as *Water Treatment Plant Site Annexation No. 4* in that Warranty Deed recorded September 14, 2001 as Reception No. 2883645 of the records of the Weld County Clerk and Recorder, said point being the **POINT OF TERMINATION** of said centerline;

The sidelines of said described strip of land shall be shortened or lengthened so as to result in continuous lines through angle points and so as to terminate on said North Right-of-way line near the point of beginning and on the West line of said Annexation No. 4 near the point of termination.

Said described strip of land contains 183,179 sq. ft. or 4.205 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

The lineal dimensions as contained herein are grid distances based upon the US Survey Foot.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



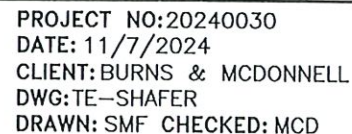
Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

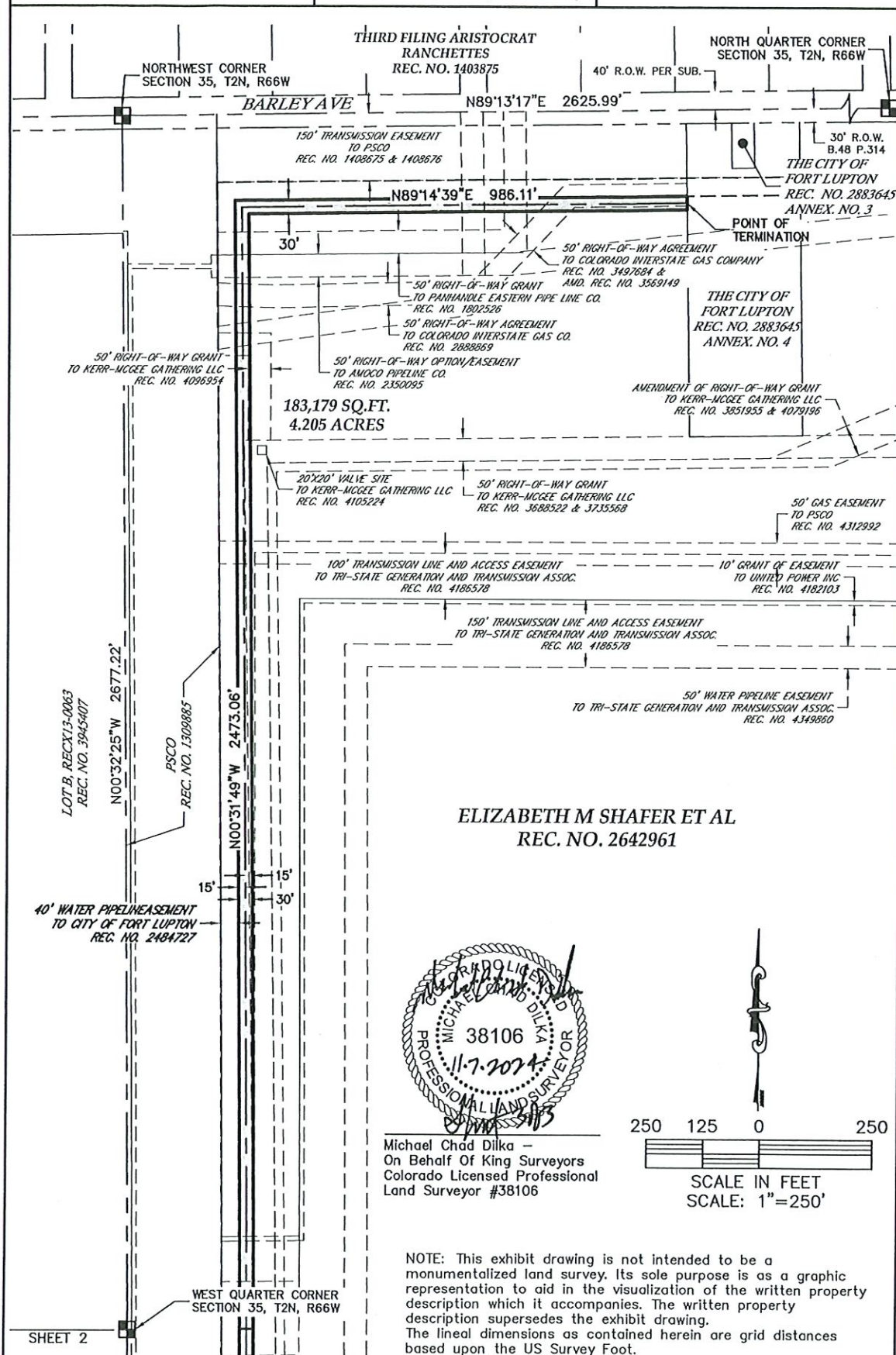
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20240030

U:\20240030\PROP DESC\SITE-SHAFER.doc
11/7/2024 12:27 PM

SOUTH QUARTER CORNER
SECTION 35, T2N, R66W





KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550

phone: (970) 686-5011 | fax: (970) 686-5821

email: contact@KingSurveyors.com

PROJECT NO:20240030

DATE: 11/7/2024

CLIENT: BURNS & MCDONNELL

DWG: TE-SHAFER

DRAWN: SMF CHECKED: MCD



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

September 10, 2025

Mrs. Elizabeth Shafer
10904 Verna Lane
Northglenn, CO 80234

Dear Mrs. Shafer,

The City of Fort Lupton desires to construct a new elevated water storage tank and connect it to the existing water distribution system. The new elevated water storage tank is intended to provide system redundancy and alleviate some mechanical challenges currently experienced in the water distribution system. The new tank would include the design and construction of a pump station and waterlines to fill the tank and connect the tank to the existing distribution system.

In order to safely and reliably provide our customers with these services, the City of Ft Lupton must acquire a 20- ft temporary underground pipeline distribution construction easement across your property, which is more particularly described in the enclosed Temporary Easement Agreement, Legal Description, and Sketch ("Easement Property"). This area will be used solely during the construction phase.

The City of Ft. Lupton has investigated property values in your area in order to assess the amount of compensation due because of this acquisition. Following that investigation, the City of Fort Lupton has determined that \$5,000 is appropriate compensation for the acreage within the Easement Property and any applicable damage to your remaining property. For your convenience, a copy of a Form W-9 is enclosed. To accept this offer and receive payment, please execute the enclosed Easement Agreement and complete the enclosed Form W-9.

Please do not hesitate to contact me at 720-459-0579 if you have any questions or need further information.

Sincerely,

Sara Crook

Sara Crook
City of Fort Lupton
Contract Agent, Siting and Land Rights



SUBJECT FOR DISCUSSION

Accepting a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the LG Everist NE Annexation Submitted by Lynn Mayer Shults with L.G. Everist Inc., and Setting the Public Hearing for December 2, 2025.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Lynn Mayer Shults with L.G. Everist Inc. has submitted an annexation petition to initiate annexation proceedings for four parcels of land. The parcels are generally located immediately east along County Road 25, between County Road 18 and County Road 20 (Parcel Nos. 130919303006, 130919303005, 130919203004, 130919203003). This proposed annexation, known as the LG Everist NE Annexation, consists of a total of 150.022 acres, more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on December 2, 2025.

The initiating resolution is the first step in the annexation process and is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. The resolution also sets the public hearing date to consider the annexation. If Council adopts the resolution to accept the petition, the petitioners will move on to the next step, which is the review of the proposed annexation, initial zoning, and submitted application documents by the Development Review Team (DRT). Step three is a review and public hearing on November 13, 2025 by the Planning Commission who will provide Council with a recommendation. City Council is then required to act upon the request by ordinance at the public hearing, which is proposed to be set for December 2, 2025, which is the final step in the process.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

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

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

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

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

ALTERNATIVES/OPTIONS

The City Council has the following three options:

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

STAFF RECOMMENDATIONS

Staff recommends approval of the Resolution accepting the annexation petition and initiating annexation proceedings for the LG Everist NE Annexation and set the public hearing for December 2, 2025.

Attachments:

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

RESOLUTION NO. 2025RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE LG EVERIST NE ANNEXATION AND SETTING THE PUBLIC HEARING FOR DECEMBER 2, 2025

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Lynn Mayer Shults with L.G. Everist, Inc. for 150.022 acres, more or less, and known as the LG Everist NE Annexation; and

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the LG Everist NE Annexation and sets the hearing date for December 2, 2025, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7th DAY OF OCTOBER 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

NE Annex
(3)

Planning & Building

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

Land Use Application Form

A. CONTACT INFORMATION

1) Property Owner Name: Matthew Noteboom, VP - Mountain Division, L.G. Everist, Inc.Company: L.G. EVERIST, INC.Phone: 303-941-9620 Email: msnoteboom@lgeverist.comAddress: 7321 E 88th Avenue, Suite 200, Henderson, CO 80640Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐2) Representative Name: Lynn M Shults, Regulatory ManagerCompany: L.G. Everist, Inc.Phone: 303-514-2778 Email: lmshults@lgeverist.comAddress: 7321 E 88th Avenue, Suite 200, Henderson, CO 80640Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐3) Billing Contact (where invoices should be directed to): Lynn M Shults, Regulatory ManagerCompany: L.G. Everist, Inc.Phone: 303-514-2778 Email: lmshults@lgeverist.comAddress: 7321 E 88th Avenue, Suite 200, Henderson, CO 80640

B. SITE DESCRIPTION

Site Address: Fort Lupton Sand & Gravel - 12546 County Road 18, Fort Lupton, CO 80621Parcel Number: Parcel List (attached) - for Fort Lupton North Annexation No. 3 (Northeast)Existing Zone Classification: A - Agriculture Proposed Zone Classification: sameWater Type: private water rights & leased water Sewage Type: n/a

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

Administrative Plat

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

Subdivision

- ☐ Concept Plan
☐ Preliminary Plat
☐ Final Plat

Planned Development

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

Site Plan

- ☐ Administrative Site Plan
☐ Site Plan

Special Use Permit

- ☐ Daycare
☐ General

☒ Annexation & Initial Zoning

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

Project No. _____

D. PROJECT DESCRIPTION

Project Name: Fort Lupton Sand & Gravel - Fort Lupton North Annexation No. 3 (Northeast)

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

L.G. Everist, Inc. (applicant) is requesting annexation of 5 parcels of land into the City with the following annexations - the Fort Lupton North Annexation No. 1 & 2, and Fort Lupton North Annexation No. 3. After annexation, L.G. Everist shall include the parcels in the amended Fort Lupton Sand & Gravel mine site (existing City of Fort Lupton SUP 2013R018). The SUP is a sand & gravel mining operation, with final reclamation of the site as lined water storage reservoirs. This Land Use Application is specifically for the Fort Lupton North Annexation No. 3 (aka Northeast).

E. REQUIRED DOCUMENTS

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

F. CERTIFICATIONS

Representative Certification

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

Representative: L.M. Shults Date: 05/21/25
Lynn M Shults, Regulatory Manager, L.G. Everist, Inc.

Owner Certification

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

Owner: Matthew Noteboom Date: 5-21-25
Matthew Noteboom, VP - Mountain Division, L.G. Everist, Inc.

For Office Use Only

Received Date: _____

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

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

Instructions for Submitting the Land Use Application Form

DEFINITIONS

Words in the singular include the plural and words in the plural include the singular.

Application refers to the official submittal to the City of Fort Lupton's Planning Department for review of the proposed land use development identified in the land use application form. The application includes the form, all materials submitted for review of the project, including those documents required under the Land Use Regulations of the Municipal Code, and any additional information provided.

Project refers to the land use development identified on the land use application form and application materials.

Property refers to the land that is being proposed for development as described in the land use application form and application materials.

A. CONTACT INFORMATION

- 1) Provide contact information for all owners of any property that is the subject of the application. If the contact information for all property owners will not fit on the space provided, submit a separate sheet for the additional owners.
- 2) Provide contact information for all persons, firms or businesses that are authorized by the owners identified in Section A(1) to work on the land use application, including, but not limited to, discussing the project, submitting application materials, and attending meeting and hearings. If the contact information for all representatives will not fit on the space provided, submit a separate sheet for the additional representatives.
- 3) Provide contact and mailing information for the person that should receive all invoices for the project. If this person changes at any time, contact the Planning Department immediately to update this information.

B. SITE DESCRIPTION

Provide all information requested. Parcel numbers and address information may be found at the Weld County Property Portal at <https://www.co.weld.co.us/maps1/propertyportal/>. Current zoning can be found at <https://www.fortluptonco.gov/405/Zoning>.

C. APPLICATION TYPE

Select the land use application that is applicable to the project. If there are multiple land use application types being submitted to run concurrently, select all that apply. The land use application types will be identified during the required pre-application meeting. If you have any questions about this, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.

D. PROJECT DESCRIPTION

Please select a project name that will be referenced throughout the project and a description of what the project entails. If you need more space for the project description, please attach a separate sheet.

E. REQUIRED DOCUMENTS

Required documents will be discussed during the pre-application meeting with the Planning Department. If any documents are missing, the acceptance of the application may be delayed until the submittal is complete.

F. CERTIFICATIONS

Representative Certification. Provide the signature of all authorized representatives in this section.

Owner Certification. Provide the signature of all owners of properties included in the application in this section.

For any other questions, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.



OWNERSHIP INFORMATION
L.G. Everist, Inc. - Fort Lupton Sand & Gravel

PROJECT SITE	Fort Lupton Sand & Gravel
Site Address	12546 County Road 18, Fort Lupton, CO 80621
PROPERTY OWNER	L.G. Everist, Inc. (applicant and operator)
Contact Address	7321 E 88th Avenue, Suite 200, Henderson, CO 80640
Contact - Owner	Matthew Noteboom, VP-Mountain Division (msnoteboom@lgeverist.com)
Contact - Permitting	Lynn Shults, Regulatory Manager (lmshults@lgeverist.com , 303-514-2778)

CITY OF FORT LUPTON Applications

- **Special Use Permit - SUP-2013R018 - 2025 Amendment of Existing SUP**
- **Lot Consolidation of Fort Lupton North Annexation No. 3 (Northeast)**
- **Fort Lupton North Annexation No. 1 & 2 (Northwest)**
- **Fort Lupton North Annexation No. 3 (Northeast)**

Property Owners and Contract with City of Aurora

L.G. Everist, Inc. (Applicant) owns the 5 parcels in the annexation applications, and 12 of the parcels in the existing SUP-2013R018 permit area. The City of Aurora owns the remaining 4 parcels in the existing SUP permit area. The Applicant and the City of Aurora have a Purchase-Sale-Use Agreement for the parcels that Aurora owns which is set up for the purposes of L.G. Everist to continue the mining and reclamation operations, file for any permit changes and amendments, and to transfer the completed water storage reservoirs upon release from the DRMS and other permits.

The Ownership Information included here pertains to all of the applications listed above. The existing Special Use Permit is being amended to include the annexations, and one of the annexations will have a Lot Consolidation.

Ownership Information included with the application package includes:

- *List of all parcels in the existing SUP-2013R018 area and the annexation parcels*
- *Legal Description (in Word Format) of existing SUP and Annexations*

Title work for all parcels shall be sent under separate cover, due to file size.



OWNERSHIP INFORMATION
L.G. Everist, Inc. - Fort Lupton Sand & Gravel

List of all parcels in the existing SUP-2013R018 area and the annexation parcels

Parcel	Account	Owner	Parcel Category	Application notes
130930000075	R7901798	AURORA CITY OF	SUP-2013R018 - existing	SUP-2013R018 - amended
130930000076	R7902498	AURORA CITY OF	SUP-2013R018 - existing	SUP-2013R018 - amended
131125100051	R4870807	AURORA CITY OF	SUP-2013R018 - existing	SUP-2013R018 - amended
131125401003	R6784356	AURORA CITY OF	SUP-2013R018 - existing	SUP-2013R018 - amended
130930000002	R5269386	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131125101002	R6784355	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130930301002	R6784349	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131136100075	R6780589	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131136101001	R6784342	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131136101002	R6784343	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130931201001	R6784337	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130931201002	R6784338	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131136100002	R4961308	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131136100001	R4961208	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130931200007	R6785422	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130919303007	R7463198	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130919303006	R7463098	LG EVERIST INC	FL North Annex. No. 3 (NE), after annexation - Fort Lupton North Subdivision, (Lot Consolidation – 4 parcels into Lot 1 & 2)	SUP-2013R018 - amended
130919303005	R7462998	LG EVERIST INC		SUP-2013R018 - amended
130919203004	R7462898	LG EVERIST INC		SUP-2013R018 - amended
130919203003	R7462798	LG EVERIST INC		SUP-2013R018 - amended
131124001003	R5423586	LG EVERIST INC	FL North Annex. No. 1 & 2 (NW)	SUP-2013R018 - amended

FORT LUPTON NORTH ANNEXATION NO. 3
TO THE CITY OF FORT LUPTON

Situate in the Southeast Quarter of Section 19, Township 2 North, Range 66 West of the 6th P.M.,
County of Weld, State of Colorado

DESCRIPTION

Fort Lupton North Annexation No. 3

A parcel of land, being a part of Lots 3, 4, 5 and 6, Lupton Meadows Land Company Map of Division No. 3, Section 19, Vacation and Replat of Lots 1-8, recorded December 3, 1996 as Reception No. 2523266 of the Records of Weld County, located in the West Half (W1/2) of Section Nineteen (19), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 19 and assuming the West line of the Southwest Quarter (SW1/4) as bearing North 00°06'14" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.29 feet with all other bearings contained herein relative thereto;

THENCE North 00°06'14" West along the West line of said SW1/4 a distance of 1305.65 feet to the South Sixteenth corner of said Section 19;
THENCE North 89°27'16" East a distance of 30.00 feet to the Southeast corner of Lupton Meadows Annexation No. 1 recorded April 14, 2017 as Reception No. 4293736 of the Record of Weld County and to the POINT OF BEGINNING;

THENCE North 00°06'14" West along the West line of said Lupton Meadows Annexation No.'s 1, 2, 3, 4 and 5 a distance of 2611.54 feet to the North line of said Lot 3;
The following Twelve (12) courses and distances are along the Northerly, Easterly and Southerly lines of said Lots 3, 4, 5 and 6;

THENCE North 89°07'46" East a distance of 2727.95 feet;
THENCE South 00°19'53" East a distance of 1245.52 feet;
THENCE South 39°43'46" West a distance of 696.13 feet;
THENCE South 24°01'49" West a distance of 116.91 feet;
THENCE South 31°00'59" West a distance of 583.24 feet;
THENCE South 28°25'42" West a distance of 155.98 feet;
THENCE South 06°35'38" West a distance of 111.87 feet to the Northeast corner of Everist Annexation No. 1 recorded August 1, 2013 at Reception No. 3952540 of the Records of Weld County;
The following Five (5) courses and distances are along the Northerly lines of said Everist Annexation No. 1;
THENCE South 89°28'04" West a distance of 650.00 feet;
THENCE North 00°31'56" West a distance of 100.00 feet;
THENCE South 89°28'04" West a distance of 30.00 feet;
THENCE South 00°31'56" East a distance of 100.00 feet;
THENCE South 89°28'04" West a distance of 1170.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 6,452,802 Square Feet or 148.136 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

OWNER'S APPROVAL

Know All Men By These Presents, that we L.G. Everist, Incorporated, a South Dakota corporation being the sole owners of the land described herein, have caused said land to be annexed under the name of Fort Lupton North Annexation No. 1 & 2.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the _____ day of _____, 20 _____

By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
ss _____)
COUNTY OF _____)
The foregoing instrument was acknowledged before me by _____,
this _____ day of _____, 20 _____, Witness my hand and seal.

My commission expires _____ Notary Public (SEAL)

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the West line of the Southwest Quarter of Section 19, T.2N., R.66W., as bearing North 00°06'14" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.29 feet with all other bearings contained herein relative thereto

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

TITLE COMMITMENT NOTE

At the request of our client, recorded rights-of-way and easements were not researched and only those easements that were discovered during research to determine the property boundary are shown hereon. (38-51-106 C.R.S. 1994)

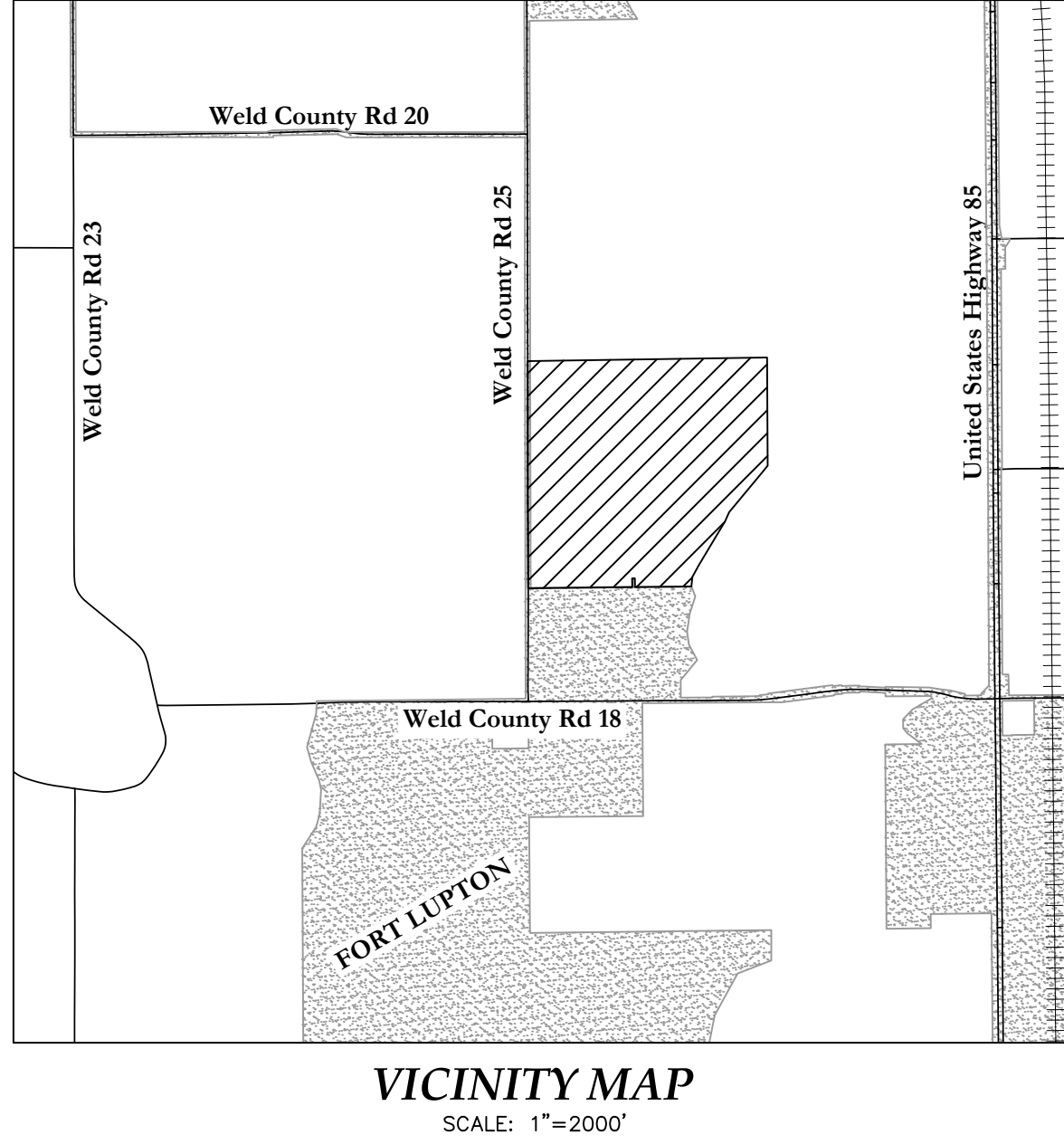
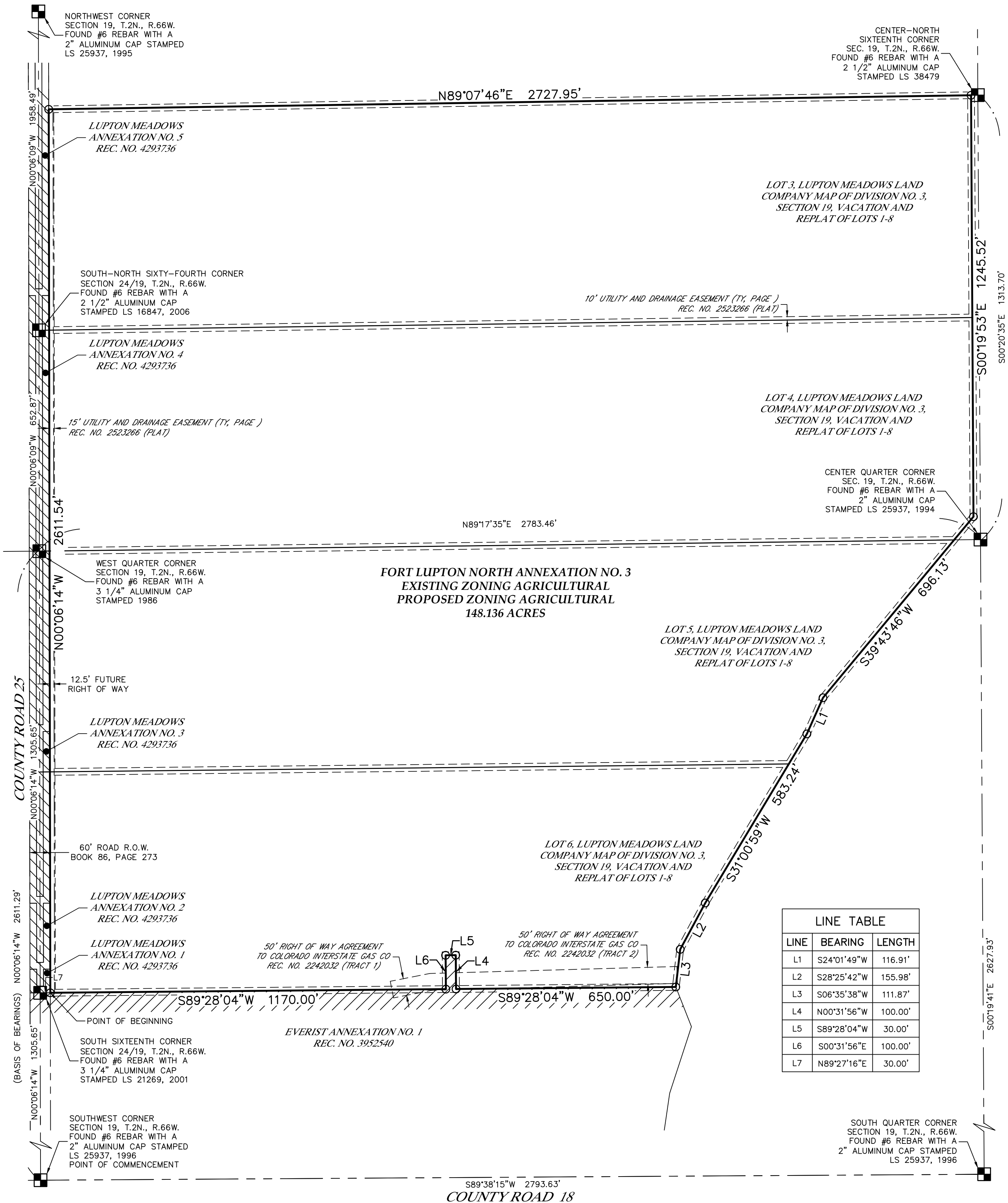
NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

LEGEND

-----	EASEMENT LINE
-----	SECTION LINE
-----	QUARTER SECTION LINE
-----	RIGHT OF WAY LINE
-----	BOUNDARY LINE
■	FOUND ALIQUOT CORNER AS DESCRIBED
○	CALCULATED POSITION

200 100 0 200 400 600
SCALE IN FEET
SCALE: 1"=200'



PLANNING COMMISSION RECOMMENDATION

This is to certify that the annexation map of the above described property was recommended to the City of Fort Lupton City Council by way of Resolution No. _____
Recommended this _____ day of _____, 20 _____

Chairperson, Fort Lupton Planning Commission

MAYOR'S CERTIFICATE

This is to certify that the annexation map of the above described property was approved by Ordinance No. _____ of the City Council of Fort Lupton passed and adopted on the _____ day of _____, A.D., 20 _____ and that the Mayor and the City of Fort Lupton, as authorized by said Ordinance No. _____ on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated thereon

Attest: City Clerk _____ Mayor _____
Seal

SURVEYOR'S CERTIFICATE

I certify this plat accurately represents the results of a survey made by me under my direct supervision.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the City of Fort Lupton, County of Weld, State of Colorado.

Paul B. Groves - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

ANNEXATION NO. 3 TABLE

TOTAL BOUNDARY: 10299.14 L.F.
CONTIGUOUS BOUNDARY: 4661.54 L.F.
1/6 OF TOTAL BOUNDARY: 27969.24 L.F.
RATIO: 1:2.209

////// DENOTES CONTIGUOUS BOUNDARY

DATE:	10/17/2024
FILE NAME:	20240524ANX-3
SCALE:	1"=200'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



DATE:					
REVISIONS:					

FORT LUPTON NORTH ANNEXATION NO. 3
FOR
LG EVERIST, INC.
7321 E. 88TH AVENUE, SUITE 200
HENDERSON, CO 80640

PROJECT #:
20240524

1
SHEET 1 OF 1

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

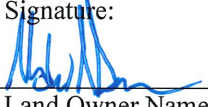
We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Fort Lupton North Annexation No. 3 (aka Northeast) to the City of Fort Lupton.

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

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed will be included in the amended Special Use Permit, SUP-2013R018, Fort Lupton Sand and Gravel.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 148 acres, more or less, in total area.

- j. Upon completion of the annexation of the property, the property will be included in the amended Special Use Permit, SUP-2013R018, Fort Lupton Sand and Gravel. The SUP plat describes the locations and uses of the mining and reclamation of the special use permit area. Being included within the SUP, the property will not be serviced by the City's utilities or water system, and the property may at all times be used in accordance with special use permit.
 - k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
 4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
 5. The zoning classification requested for the area proposed to be annexed is A - Agricultural, (as shown on the annexation map attached hereto and incorporated herein. Owner has submitted a request to include the annexed property into the amended Special Use Permit, SUP-2013R018, Fort Lupton Sand and Gravel.
 6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
 7. At the time of annexation, the landowner will not petition for inclusion into the Northern Colorado Water Conservancy District (NCWCD). Given that municipal water is not necessary to serve the current or future development of the Property, the Owner shall not be required to petition for inclusion in the NCWCD. However, such inclusion will be required if, at some point in the future, owner seeks municipal water services at the Property.
 8. The non-refundable annexation application fee of \$1816.60 is tendered herewith.

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

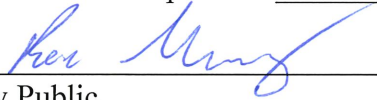
1	Land Owner Name: L.G. Everist, Inc. Matthew Noteboom, VP – Mountain Division Signature: 	Mailing Address (street, city, state, ZIP): 7321 E 88 th Avenue, Suite 200 Henderson, CO 80640 Date of signing: <u>5-21-25</u>
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 21st day of May, 2025, by Matthew Noteboom

Witness my hand and official seal.

My commission expires on 12-16-2028.



Notary Public

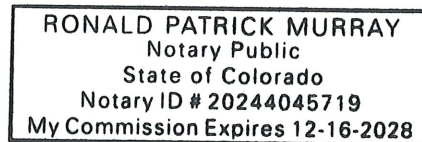


Exhibit A

Legal Description of Property Owned by Annexor

PROPERTY DESCRIPTION

Fort Lupton North Annexation No. 3

(ON THE FOLLOWING PAGES)

PROPERTY DESCRIPTION
Fort Lupton North Annexation No. 3

A parcel of land, being a part of Lots 3, 4, 5 and 6, Lupton Meadows Land Company Map of Division No. 3, Section 19, Vacation and Replat of Lots 1-8, recorded December 3, 1996 as Reception No. 2523266 of the Records of Weld County, located in the West Half (W1/2) of Section Nineteen (19), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 19 and assuming the West line of the Southwest Quarter (SW1/4) as bearing North 00°06'14" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.29 feet with all other bearings contained herein relative thereto;

THENCE North 00°06'14" West along the West line of said SW1/4 a distance of 1305.65 feet to the South Sixteenth corner of said Section 19;

THENCE North 89°27'16" East a distance of 30.00 feet to the Southeast corner of Lupton Meadows Annexation No. 1 recorded April 14, 2017 as Reception No. 4293736 of the Record of Weld County and to the **POINT OF BEGINNING**;

THENCE North 00°06'14" West along the West line of said Lupton Meadows Annexation No.'s 1, 2, 3, 4 and 5 a distance of 2611.54 feet to the North line of said Lot 3;

The following Twelve (12) courses and distances are along the Northerly, Easterly and Southerly lines of said Lots 3, 4, 5 and 6;

THENCE North 89°07'46" East a distance of 2727.95 feet;

THENCE South 00°19'53" East a distance of 1245.52 feet;

THENCE South 39°43'46" West a distance of 696.13 feet;

THENCE South 24°01'49" West a distance of 116.91 feet;

THENCE South 31°00'59" West a distance of 583.24 feet;

THENCE South 28°25'42" West a distance of 155.98 feet;

THENCE South 06°35'38" West a distance of 111.87 feet to the Northeast corner of Everist Annexation No. 1 recorded August 1, 2013 at Reception No. 3952540 of the Records of Weld County;

The following Five (5) courses and distances are along the Northerly lines of said Everist Annexation No. 1;

THENCE South 89°28'04" West a distance of 650.00 feet;

THENCE North 00°31'56" West a distance of 100.00 feet;

THENCE South 89°28'04" West a distance of 30.00 feet;

THENCE South 00°31'56" East a distance of 100.00 feet;

THENCE South 89°28'04" West a distance of 1170.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 6,452,802 Square Feet or 148.136 Acres, more or less ($\pm$), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

_____, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.

(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this _____ day of _____, 20____, by_____.

Witness my hand and official seal.

My commission expires on _____.

Notary Public



SUBJECT FOR DISCUSSION

Approving a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the LG Everist NW Annexation Nos. 1-2 Submitted by Lynn Mayer Shults with L.G. Everist Inc., and Setting the Public Hearing for December 2, 2025.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Lynn Mayer Shults with L.G. Everist Inc. has submitted an annexation petition to initiate annexation proceedings for one parcel of land. The parcel is generally located immediately north along County Road 18, and approximately 1,649 feet west of County Road 25, more or less (Parcel No. 131124001003). This proposed annexation, known as the LG Everist NW Annexation Nos. 1-2, consists of a total of 50.808 acres, more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on December 2, 2025.

The initiating resolution is the first step in the annexation process and is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. The resolution also sets the public hearing date to consider the annexation. If Council adopts the resolution to accept the petition, the petitioners will move on to the next step, which is the review of the proposed annexation, initial zoning, and submitted application documents by the Development Review Team (DRT). Step three is a review and public hearing on November 13, 2025 by the Planning Commission who will provide Council with a recommendation. City Council is then required to act upon the request by ordinance at the public hearing, which is proposed to be set for December 2, 2025, which is the final step in the process.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

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

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

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

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

ALTERNATIVES/OPTIONS

The City Council has the following three options:

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

STAFF RECOMMENDATIONS

Staff recommends approval of the Resolution accepting the annexation petition and initiating annexation proceedings for the LG Everist NW Annexation Nos. 1-2 and set the public hearing for December 2, 2025.

Attachments:

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

RESOLUTION NO. 2025RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE LG EVERIST NW ANNEXATION NOS. 1-2 AND SETTING THE PUBLIC HEARING FOR DECEMBER 2, 2025

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Lynn Mayer Shults with L.G. Everist, Inc. for 50.808 acres, more or less, and known as the LG Everist NW Annexation; and

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the LG Everist NW Annexations Nos. 1-2 and sets the hearing date for December 2, 2025, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7th DAY OF OCTOBER 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Land Use Application Form

A. CONTACT INFORMATION

1) Property Owner Name: Matthew Noteboom, VP - Mountain Division, L.G. Everist, Inc.

Company: L.G. EVERIST, INC.

Phone: 303-941-9620 Email: msnoteboom@lgeverist.com

Address: 7321 E 88th Avenue, Suite 200, Henderson, CO 80640

Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐

2) Representative Name: Lynn M Shults, Regulatory Manager

Company: L.G. Everist, Inc.

Phone: 303-514-2778 Email: lmshults@lgeverist.com

Address: 7321 E 88th Avenue, Suite 200, Henderson, CO 80640

Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐

3) Billing Contact (where invoices should be directed to): Lynn M Shults, Regulatory Manager

Company: L.G. Everist, Inc.

Phone: 303-514-2778 Email: lmshults@lgeverist.com

Address: 7321 E 88th Avenue, Suite 200, Henderson, CO 80640

B. SITE DESCRIPTION

Site Address: Fort Lupton Sand & Gravel - 12546 County Road 18, Fort Lupton, CO 80621

Parcel Number: Parcel List (attached) - for Fort Lupton North Annexation No. 1 & 2 (Northwest)

Existing Zone Classification: A - Agriculture Proposed Zone Classification: same

Water Type: private water rights & leased water Sewage Type: n/a

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

Administrative Plat

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

Subdivision

- ☐ Concept Plan
☐ Preliminary Plat
☐ Final Plat

Planned Development

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

Site Plan

- ☐ Administrative Site Plan
☐ Site Plan

Special Use Permit

- ☐ Daycare
☐ General

☒ Annexation & Initial Zoning

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

Project No. _____

D. PROJECT DESCRIPTION

Project Name: Fort Lupton Sand & Gravel - Fort Lupton North Annexation No. 1 & 2 (Northwest)

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

L.G. Everist, Inc. (applicant) is requesting annexation of 5 parcels of land into the City with the following annexations - the Fort Lupton North Annexation No. 1 & 2, and Fort Lupton North Annexation No. 3. After annexation, L.G. Everist shall include the parcels in the amended Fort Lupton Sand & Gravel mine site (existing City of Fort Lupton SUP 2013R018). The SUP is a sand & gravel mining operation, with final reclamation of the site as lined water storage reservoirs. This Land Use Application is specifically for the Fort Lupton North Annexation No. 1 & 2 (aka Northwest).

E. REQUIRED DOCUMENTS

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

F. CERTIFICATIONS

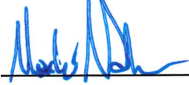
Representative Certification

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

Representative:  Date: 5/21/25
Lynn M Shults, Regulatory Manager, L.G. Everist, Inc.

Owner Certification

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

Owner:  Date: 5-21-25
Matthew Noteboom, VP - Mountain Division, L.G. Everist, Inc.

For Office Use Only

Received Date: _____

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

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

Instructions for Submitting the Land Use Application Form

DEFINITIONS

Words in the singular include the plural and words in the plural include the singular.

Application refers to the official submittal to the City of Fort Lupton's Planning Department for review of the proposed land use development identified in the land use application form. The application includes the form, all materials submitted for review of the project, including those documents required under the Land Use Regulations of the Municipal Code, and any additional information provided.

Project refers to the land use development identified on the land use application form and application materials.

Property refers to the land that is being proposed for development as described in the land use application form and application materials.

A. CONTACT INFORMATION

- 1) Provide contact information for all owners of any property that is the subject of the application. If the contact information for all property owners will not fit on the space provided, submit a separate sheet for the additional owners.
- 2) Provide contact information for all persons, firms or businesses that are authorized by the owners identified in Section A(1) to work on the land use application, including, but not limited to, discussing the project, submitting application materials, and attending meeting and hearings. If the contact information for all representatives will not fit on the space provided, submit a separate sheet for the additional representatives.
- 3) Provide contact and mailing information for the person that should receive all invoices for the project. If this person changes at any time, contact the Planning Department immediately to update this information.

B. SITE DESCRIPTION

Provide all information requested. Parcel numbers and address information may be found at the Weld County Property Portal at <https://www.co.weld.co.us/maps1/propertyportal/>. Current zoning can be found at <https://www.fortluptonco.gov/405/Zoning>.

C. APPLICATION TYPE

Select the land use application that is applicable to the project. If there are multiple land use application types being submitted to run concurrently, select all that apply. The land use application types will be identified during the required pre-application meeting. If you have any questions about this, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.

D. PROJECT DESCRIPTION

Please select a project name that will be referenced throughout the project and a description of what the project entails. If you need more space for the project description, please attach a separate sheet.

E. REQUIRED DOCUMENTS

Required documents will be discussed during the pre-application meeting with the Planning Department. If any documents are missing, the acceptance of the application may be delayed until the submittal is complete.

F. CERTIFICATIONS

Representative Certification. Provide the signature of all authorized representatives in this section.

Owner Certification. Provide the signature of all owners of properties included in the application in this section.

For any other questions, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.



OWNERSHIP INFORMATION
L.G. Everist, Inc. - Fort Lupton Sand & Gravel

PROJECT SITE Fort Lupton Sand & Gravel

Site Address 12546 County Road 18, Fort Lupton, CO 80621

PROPERTY OWNER L.G. Everist, Inc. (applicant and operator)

Contact Address 7321 E 88th Avenue, Suite 200, Henderson, CO 80640

Contact - Owner Matthew Noteboom, VP-Mountain Division (msnoteboom@lgeverist.com)

Contact - Permitting Lynn Shults, Regulatory Manager (lmshults@lgeverist.com, 303-514-2778)

CITY OF FORT LUPTON Applications

- Special Use Permit - SUP-2013R018 - 2025 Amendment of Existing SUP
- Lot Consolidation of Fort Lupton North Annexation No. 3 (Northeast)
- Fort Lupton North Annexation No. 1 & 2 (Northwest)
- Fort Lupton North Annexation No. 3 (Northeast)

Property Owners and Contract with City of Aurora

L.G. Everist, Inc. (Applicant) owns the 5 parcels in the annexation applications, and 12 of the parcels in the existing SUP-2013R018 permit area. The City of Aurora owns the remaining 4 parcels in the existing SUP permit area. The Applicant and the City of Aurora have a Purchase-Sale-Use Agreement for the parcels that Aurora owns which is set up for the purposes of L.G. Everist to continue the mining and reclamation operations, file for any permit changes and amendments, and to transfer the completed water storage reservoirs upon release from the DRMS and other permits.

The Ownership Information included here pertains to all of the applications listed above. The existing Special Use Permit is being amended to include the annexations, and one of the annexations will have a Lot Consolidation.

Ownership Information included with the application package includes:

- List of all parcels in the existing SUP-2013R018 area and the annexation parcels
- Legal Description (in Word Format) of existing SUP and Annexations

Title work for all parcels shall be sent under separate cover, due to file size.



OWNERSHIP INFORMATION
L.G. Everist, Inc. - Fort Lupton Sand & Gravel

List of all parcels in the existing SUP-2013R018 area and the annexation parcels

Parcel	Account	Owner	Parcel Category	Application notes
130930000075	R7901798	AURORA CITY OF	SUP-2013R018 - existing	SUP-2013R018 - amended
130930000076	R7902498	AURORA CITY OF	SUP-2013R018 - existing	SUP-2013R018 - amended
131125100051	R4870807	AURORA CITY OF	SUP-2013R018 - existing	SUP-2013R018 - amended
131125401003	R6784356	AURORA CITY OF	SUP-2013R018 - existing	SUP-2013R018 - amended
130930000002	R5269386	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131125101002	R6784355	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130930301002	R6784349	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131136100075	R6780589	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131136101001	R6784342	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131136101002	R6784343	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130931201001	R6784337	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130931201002	R6784338	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131136100002	R4961308	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
131136100001	R4961208	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130931200007	R6785422	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130919303007	R7463198	LG EVERIST INC	SUP-2013R018 - existing	SUP-2013R018 - amended
130919303006	R7463098	LG EVERIST INC	FL North Annex. No. 3 (NE), after annexation - Fort Lupton North Subdivision, (Lot Consolidation – 4 parcels into Lot 1 & 2)	SUP-2013R018 - amended
130919303005	R7462998	LG EVERIST INC		SUP-2013R018 - amended
130919203004	R7462898	LG EVERIST INC		SUP-2013R018 - amended
130919203003	R7462798	LG EVERIST INC		SUP-2013R018 - amended
131124001003	R5423586	LG EVERIST INC	FL North Annex. No. 1 & 2 (NW)	SUP-2013R018 - amended

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

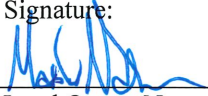
We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Fort Lupton North Annexation No. 1 & 2 (aka Northwest) to the City of Fort Lupton.

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

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed will be included in the amended Special Use Permit, SUP-2013R018, Fort Lupton Sand and Gravel.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 52 acres, more or less, in total area.

- j. Upon completion of the annexation of the property, the property will be included in the amended Special Use Permit, SUP-2013R018, Fort Lupton Sand and Gravel. The SUP plat describes the locations and uses of the mining and reclamation of the special use permit area. Being included within the SUP, the property will not be serviced by the City's utilities or water system, and the property may at all times be used in accordance with special use permit.
 - k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
 4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
 5. The zoning classification requested for the area proposed to be annexed is A - Agricultural, (as shown on the annexation map attached hereto and incorporated herein. Owner has submitted a request to include the annexed property into the amended Special Use Permit, SUP-2013R018, Fort Lupton Sand and Gravel.
 6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
 7. At the time of annexation, the landowner will not petition for inclusion into the Northern Colorado Water Conservancy District (NCWCD). Given that municipal water is not necessary to serve the current or future development of the Property, the Owner shall not be required to petition for inclusion in the NCWCD. However, such inclusion will be required if, at some point in the future, owner seeks municipal water services at the Property.
 8. The non-refundable annexation application fee of \$1816.60 is tendered herewith.

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

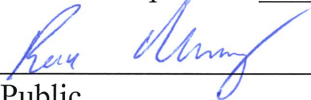
1	Land Owner Name: L.G. Everist, Inc. Matthew Noteboom, VP – Mountain Division Signature: 	Mailing Address (street, city, state, ZIP): 7321 E 88 th Avenue, Suite 200 Henderson, CO 80640 Date of signing: 5-21-25
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 21st day of May, 2025, by Matthew Noteboom

Witness my hand and official seal.

My commission expires on 12-16-2028.


Notary Public

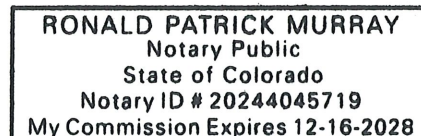


Exhibit A

Legal Description of Property Owned by Annexor

PROPERTY DESCRIPTION

Fort Lupton North Annexation No. 1

Fort Lupton North Annexation No. 2

(ON THE FOLLOWING PAGES)

PROPERTY DESCRIPTION
Fort Lupton North Annexation No. 1

A parcel of land, located in the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 24 and assuming the South line of said SE1/4 as bearing North 89°18'44" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.27 feet with all other bearings contained herein relative thereto;

THENCE North 89°18'44" East along the South line of said SE1/4 a distance of 201.54 feet;
The following Ten (10) courses and distances are along the West side of Lupton Meadows Ditch as described in that Bargain and Sale Deed recorded January 23, 2024 at Reception No. 4950904 of the Records of Weld County;

THENCE North 01°21'17" East a distance of 30.02 feet to the Northerly line of Everist Annexation No. 1 recorded August 1, 2013 at Reception No. 3952540 of the Records of Weld County and to the **POINT OF BEGINNING**;

THENCE North 01°21'17" East a distance of 56.23 feet;
THENCE North 08°31'52" West a distance of 41.34 feet;
THENCE North 21°22'35" West a distance of 115.29 feet;
THENCE North 31°26'31" West a distance of 43.83 feet;
THENCE North 40°12'05" West a distance of 31.61 feet;
THENCE North 44°56'23" West a distance of 60.44 feet;
THENCE North 46°39'27" West a distance of 71.44 feet;
THENCE North 41°58'09" West a distance of 14.99 feet;
THENCE North 34°17'11" West a distance of 15.10 feet to the East line of said SE1/4;
THENCE North 00°08'38" West along said East line a distance of 530.76 feet to the West side of said Lupton Meadows Ditch;

The following Five (5) courses and distances are along the West side of Lupton Meadows Ditch;

THENCE North 19°05'56" East a distance of 108.39 feet;
THENCE North 18°16'04" East a distance of 121.08 feet;
THENCE North 05°31'53" West a distance of 59.75 feet;
THENCE North 12°50'27" West a distance of 133.56 feet;
THENCE North 07°25'34" West a distance of 307.67 feet;
THENCE South 44°30'05" East a distance of 1317.73 feet;
THENCE South 02°00'50" East a distance of 676.04 feet to the Northerly line of said Everist Annexation No. 1;
THENCE South 89°18'44" West along said Northerly line a distance of 741.05 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 989,315 Square Feet or 22.712 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

PROPERTY DESCRIPTION
Fort Lupton North Annexation No. 2

A parcel of land, located in the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 24 and assuming the South line of said SE1/4 as bearing North 89°18'44" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.27 feet with all other bearings contained herein relative thereto;

THENCE North 00°08'38" West along the West line of said SE1/4 a distance of 1656.80 feet to the Northwest corner of Fort Lupton North Annexation No. 1 and to the **POINT OF BEGINNING**;

THENCE North 00°08'38" West continuing along the West line of said SE1/4 a distance of 968.06 feet to the Center Quarter corner of said Section 24;

THENCE North 89°36'39" East along the North line of said SE1/4 a distance of 858.79 feet;

THENCE South 02°00'50" East a distance of 1914.93 feet to the Northeast corner of said Fort Lupton North Annexation No. 1;

THENCE North 44°30'05" West along the North line of said Fort Lupton North Annexation No. 1 a distance of 1317.73 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 1,267,852 Square Feet or 29.106 Acres, more or less ($\pm$), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

_____, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.

(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this _____ day of _____, 20____, by_____.

Witness my hand and official seal.

My commission expires on _____.

Notary Public

FORT LUPTON NORTH ANNEXATION NO. 1 & 2
TO THE CITY OF FORT LUPTON

Situate in the Southeast Quarter of Section 24, Township 2 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado

DESCRIPTION

Fort Lupton North Annexation No. 1

A parcel of land, located in the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 24 and assuming the South line of said SE1/4 as bearing North 89°18'44" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.27 feet with all other bearings contained herein relative thereto;

THENCE North 89°18'44" East along the South line of said SE1/4 a distance of 201.54 feet;
The following Ten (10) courses and distances are along the West side of Lupton Meadows Ditch as described in that Bargain and Sale Deed recorded January 23, 2024 at Reception No. 4950904 of the Records of Weld County;

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THENCE North 01°21'17" East a distance of 56.23 feet;
THENCE North 08°31'52" West a distance of 41.34 feet;
THENCE North 21°22'35" West a distance of 115.29 feet;
THENCE North 31°26'31" West a distance of 43.83 feet;
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THENCE North 00°08'38" West along said East line a distance of 530.76 feet to the West side of said Lupton Meadows Ditch;

The following Five (5) courses and distances are along the West side of Lupton Meadows Ditch;
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THENCE South 44°30'05" East a distance of 1317.73 feet;
THENCE South 02°00'50" East a distance of 676.04 feet to the Northerly line of said Everist Annexation No. 1;
THENCE South 89°18'44" West along said Northerly line a distance of 741.05 feet to the POINT OF BEGINNING.

Said described parcel of land contains 989,315 Square Feet or 22.712 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

DESCRIPTION

Fort Lupton North Annexation No. 2

A parcel of land, located in the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 24 and assuming the South line of said SE1/4 as bearing North 89°18'44" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.27 feet with all other bearings contained herein relative thereto;

THENCE North 00°08'38" West along the West line of said SE1/4 a distance of 1656.80 feet to the Northwest corner of Fort Lupton North Annexation No. 1 and to the POINT OF BEGINNING;

THENCE North 00°08'38" West continuing along the West line of said SE1/4 a distance of 968.06 feet to the Center Quarter corner of said Section 24;
THENCE North 89°36'39" East along the North line of said SE1/4 a distance of 858.79 feet;
THENCE South 02°00'50" East a distance of 1914.93 feet to the Northeast corner of said Fort Lupton North Annexation No. 1;
THENCE North 44°30'05" West along the North line of said Fort Lupton North Annexation No. 1 a distance of 1317.73 feet to the POINT OF BEGINNING.

Said described parcel of land contains 1,267,852 Square Feet or 29.106 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

OWNER'S APPROVAL

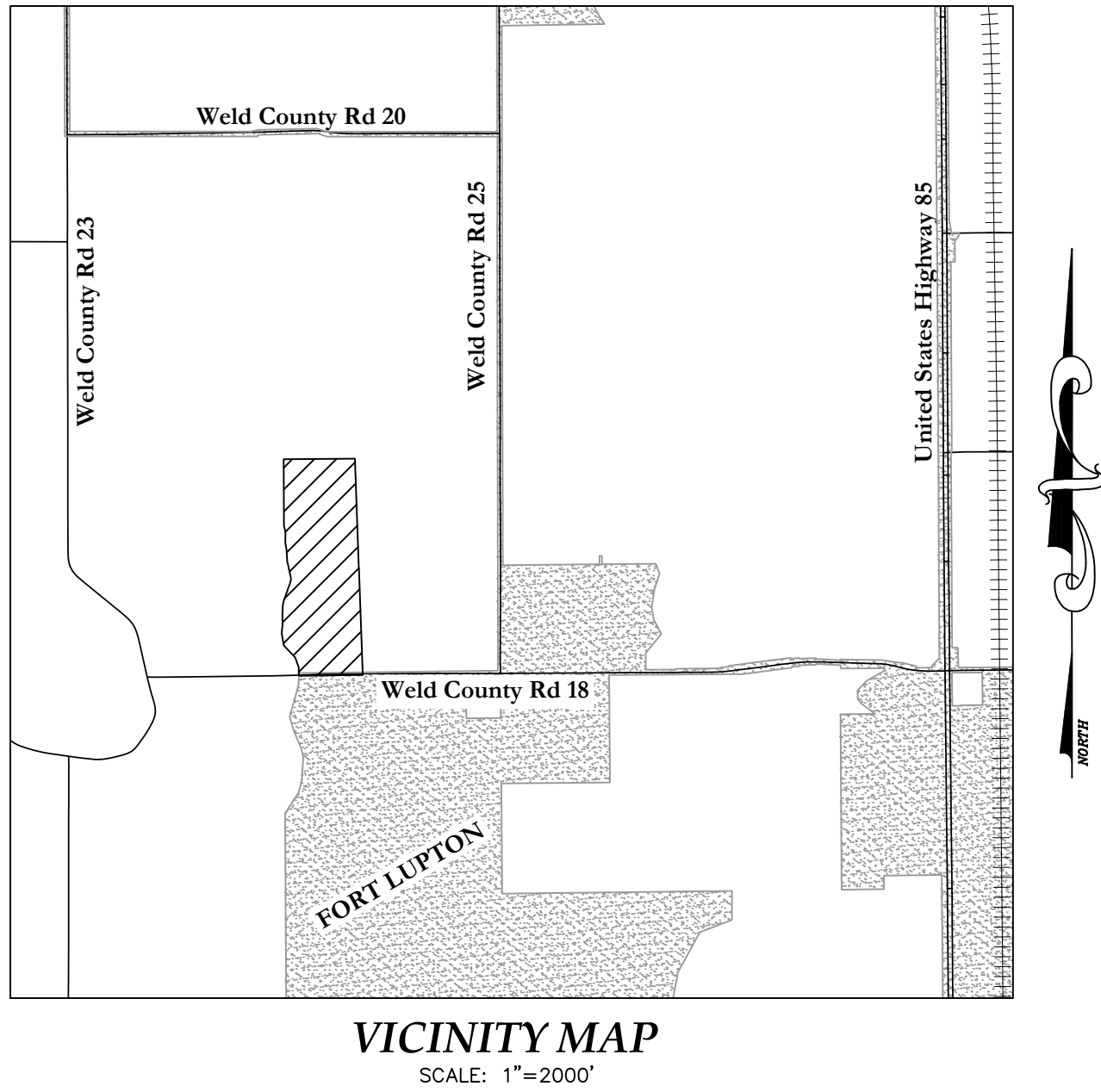
Know All Men By These Presents, that we L.G. Everist, Incorporated, a South Dakota corporation being the sole owners of the land described herein, have caused said land to be annexed under the name of Fort Lupton North Annexation No. 1 & 2.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the _____ day of _____, 20 _____

By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
COUNTY OF _____ ss
The foregoing instrument was acknowledged before me by _____,
this _____ day of _____, 20 _____ Witness my hand and seal.
My commission expires _____ Notary Public (SEAL)



PLANNING COMMISSION RECOMMENDATION

This is to certify that the annexation map of the above described property was recommended to the City of Fort Lupton City Council by way of Resolution No. _____
Recommended this _____ day of _____, 20 _____

Chairperson, Fort Lupton Planning Commission

MAYOR'S CERTIFICATE

This is to certify that the annexation map of the above described property was approved by Ordinance No. _____ of the City Council of Fort Lupton passed and adopted on the _____ day of _____, A.D., 20 _____ and that the Mayor and the City of Fort Lupton, as authorized by said Ordinance No. _____ on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated thereon

Attest: City Clerk _____ Mayor _____
Seal

SURVEYOR'S CERTIFICATE

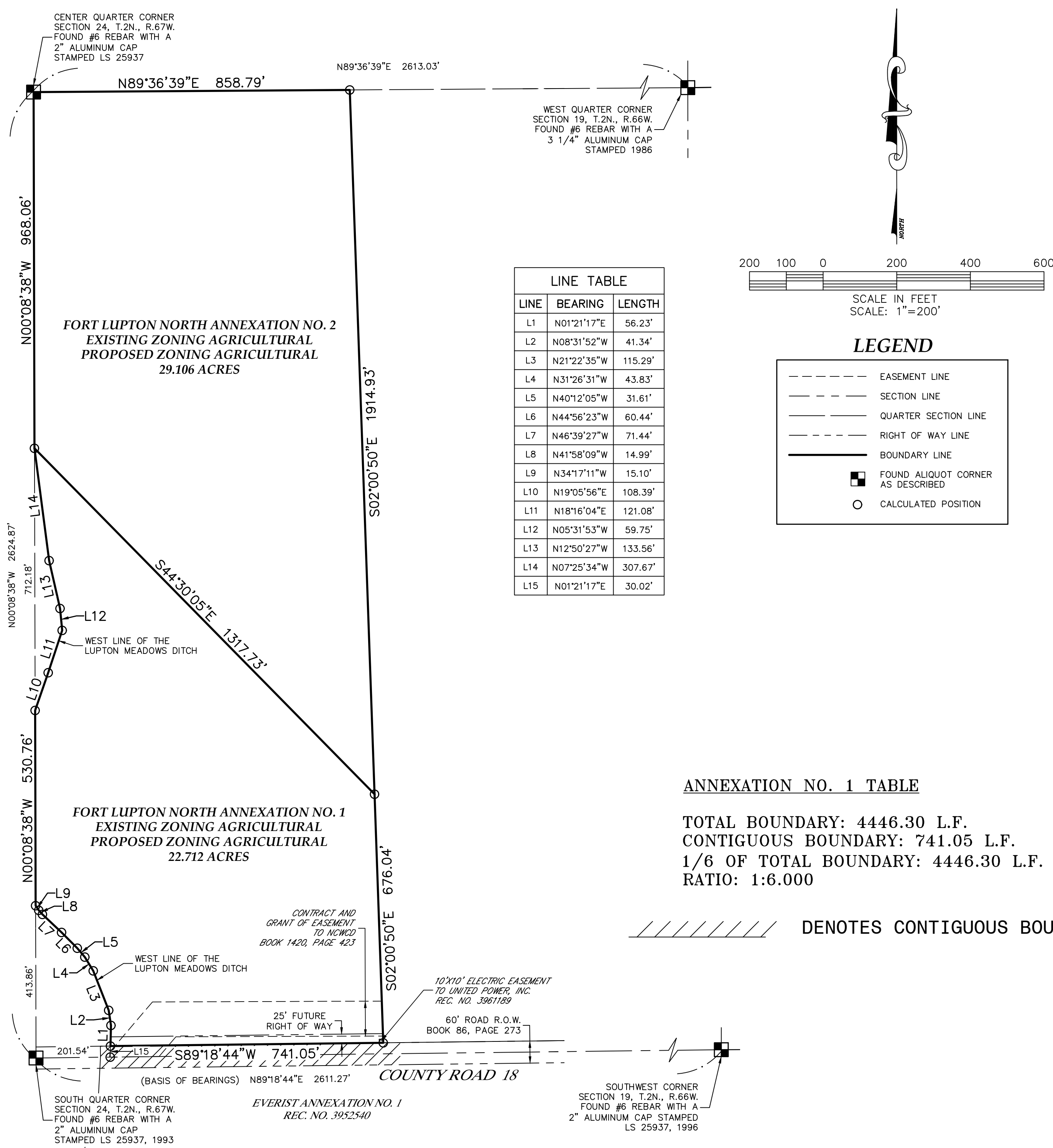
I certify this plat accurately represents the results of a survey made by me under my direct supervision.
I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the City of Fort Lupton, County of Weld, State of Colorado.

Paul B. Groves — On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38209

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 24, T.2N., R.67W., as bearing North 89°18'44" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2611.27 feet with all other bearings contained herein relative thereto

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."



ANNEXATION NO. 1 TABLE

TOTAL BOUNDARY: 4446.30 L.F.
CONTIGUOUS BOUNDARY: 741.05 L.F.
1/6 OF TOTAL BOUNDARY: 4446.30 L.F.
RATIO: 1:6.000

////// DENOTES CONTIGUOUS BOUNDARY

ANNEXATION NO. 2 TABLE

TOTAL BOUNDARY: 5059.51 L.F.
CONTIGUOUS BOUNDARY: 1317.73 L.F.
1/6 OF TOTAL BOUNDARY: 7906.38 L.F.
RATIO: 1:3.840

////// DENOTES CONTIGUOUS BOUNDARY

DATE: 10/17/2024
FILE NAME: 20240524ANX-1-2
SCALE: 1"=200'
DRAWN BY: CSK
CHECKED BY: PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



DATE: _____
REVISIONS: _____

FORT LUPTON NORTH ANNEXATION NO. 1 & 2
FOR
LG EVERIST, INC.
7321 E. 88TH AVENUE, SUITE 200
HENDERSON, CO 80640

PROJECT #: 20240524

1
SHEET 1 OF 1



SUBJECT FOR DISCUSSION

Approve the Submittal of the Application for 5.5% Property Tax Revenue Limit Exemption to DOLA and Ratify Council Signatures

SUMMARY STATEMENT/BACKGROUND DISCUSSION

In 2004 the citizens voted in a general election to exempt the City from the revenue limits imposed by Article X Section 20 of the Colorado Constitution (TABOR). Because of this exemption the property tax revenue and mill levy were calculated using the 5.5% limit in CRS 29-1-30 (Gallagher Amendment).

In a special session in the fall of 2024 the Colorado Legislature passed HB24B-101 limiting property tax revenues to 5.25% above the previous year's revenue. However, local governments previously subject to the 5.5% limit in CRS 29-1-30 are allowed to continue use the 5.5% limit.

The Gallagher Amendment requires governments to apply for an exemption to use the new oil and gas valuations in property tax revenue calculations. The exemptions allows revenues to go over the 5.5% and resets the base revenue for future calculations.

FINANCIAL CONSIDERATIONS

General Fund Revenue with and without the Oil & Gas Exemption compared to the 2025 certified mill levy.

	2025 Certified Mill Levy Revenue	2026 Revenue Without Exemption	2026 Revenue With Exemption
<i>Net Assessed Valuation</i>	\$ 282,394,130	\$433,479,113	\$433,479,113
<i>New Oil T Gas Valuation</i>	-	-	129,457,460
<i>Total Valuation</i>	282,394,130	\$433,479,113	\$562,936,573
<i>Mill Levy</i>	35.544	24.979	36.131
Revenue	10,037,417	\$10,828,101	\$15,662,402

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

Do not apply for the Oil & Gas Exemption

STAFF RECOMMENDATIONS

Ratify the council signatures on the Exemption Application and approve the submittal to the State.

Attachments: a. Application

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**APPLICATION FOR EXCLUSION FROM THE 5.5% LIMIT of
ASSESSED VALUATION ATTRIBUTABLE TO
NEW PRIMARY OIL OR GAS PRODUCTION
BUDGET YEAR 2026**

TO: Division of Local Government
1313 Sherman Street, Room 521
Denver, CO 80203

The City Council of the City of Fort Lupton hereby requests the Division of Local Government to exclude \$129,457,459.95 of assessed valuation certified by the county assessor from the calculation of the statutory property tax revenue limitation, also known as the “5.5%” limit, set forth in Section 29-1-301(1), C.R.S. This increased valuation for assessment is attributable to **new primary oil or gas production** for the preceding year from producing oil or gas leaseholds or land wholly or partially within this taxing entity. (Section 29-1-301(1)(b), C.R.S.)

This new primary oil or gas production has or will cause an increase in the level of services provided by City of Fort Lupton.

Therefore, the City of Fort Lupton submits this application which provides the following **required** information pursuant to Section 29-1-301(1)(c), C.R.S.)

1. Explain the causal relationship between the new primary oil or gas production and the increase in the level of services provided or to be provided by this taxing entity: *the presence of oil and gas vehicles and equipment will cause increased maintenance on streets and earlier major resurfacing of the paved streets. Increased traffic on the unpaved City roads results in an increase in labor, equipment and fuel costs to maintain. The increased traffic on unpaved roads creates additional dust and degradation. Heavier truck loads on the City’s bridges are decreasing the useful life of these structure requiring replacements.*
2. a. If the exclusion **is** authorized, the total **statutory*** mill levy will be: *36.131 mills*
b. If the exclusion **is** authorized, the total estimated revenue to be collected would be: *\$15,662,402*
3. a. If the exclusion **is not** authorized, the total **statutory*** mill levy will be: *24.979 mills*
b. If the exclusion **is not** authorized, the total estimated revenue to be collected would be: *\$10,828,101*
4. a. If the exclusion **is** authorized, provide a description of the expenditures that will be made from the increased revenue collected, which “. . . shall be exclusively for any increase in the level of services provided by the taxing entity which occur as a result of the new primary oil or gas production. . .”

* The mill levy of the statutory property tax revenue limitation. The applicant may be subject to other mill levy limitations.

(Section 29-1-301(1)(d),C.R.S.). *The exclusion will be used for infrastructure streets and bridges including storm drainages, and water and sewer lines.*

b. If the exclusion is authorized, the expenditures made from increased revenue collected would total: **\$4,834,301.**

NOTE: THIS APPLICATION WILL NOT BE PROCESSED IF THE FOLLOWING INFORMATION IS NOT SUPPLIED. Please attach additional pages as necessary.

New primary oil or gas production is from the following oil or gas wells:

1.	Name of Well:	29-1HZ LAND FED
	Location:	Latitude 40.108205 , Longitude -104.798931
	Legal Description:	NW 1/4 of the SE 1/4 of Section 29, Township 2 North, Range 66 West of the 6th PM
	Name of Operator(s) of Record:	KERR MCGEE OIL & GAS ONSHORE LP
	Address of Operator(s) of Record:	P O BOX 173779 ,DENVER, CO 80217-3779
2.	Name of Well:	29-2HZ LAND FED
	Location:	Latitude 40.108228 , Longitude -104.798887
	Legal Description:	NW 1/4 of the SE 1/4 of Section 29, Township 2 North, Range 66 West of the 6th PM
	Name of Operator(s) of Record:	KERR MCGEE OIL & GAS ONSHORE LP
	Address of Operator(s) of Record:	P O BOX 173779 ,DENVER, CO 80217-3779
3.	Name of Well:	29-3HZ LAND FED
	Location:	Latitude 40.108251 , Longitude -104.798843
	Legal Description:	NW 1/4 of the SE 1/4 of Section 29, Township 2 North, Range 66 West of the 6th PM
	Name of Operator(s) of Record:	KERR MCGEE OIL & GAS ONSHORE LP
	Address of Operator(s) of Record:	P O BOX 173779 ,DENVER, CO 80217-3779
4.	Name of Well:	29-4HZ LAND FED
	Location:	Latitude 40.108275 , Longitude -104.798799
	Legal Description:	NW 1/4 of the SE 1/4 of Section 29, Township 2 North, Range 66 West of the 6th PM
	Name of Operator(s) of Record:	KERR MCGEE OIL & GAS ONSHORE LP
	Address of Operator(s) of Record:	P O BOX 173779 ,DENVER, CO 80217-3779
5.	Name of Well:	29-5HZ LAND FED
	Location:	Latitude 40.108298 , Longitude -104.798755
	Legal Description:	NW 1/4 of the SE 1/4 of Section 29, Township 2 North, Range 66 West of the 6th PM
	Name of Operator(s) of Record:	KERR MCGEE OIL & GAS ONSHORE LP
	Address of Operator(s) of Record:	P O BOX 173779 ,DENVER, CO 80217-3779

NOTE: THIS APPLICATION WILL NOT BE PROCESSED IF THE FOLLOWING INFORMATION IS NOT SUPPLIED. Please attach additional pages as necessary.

New primary oil or gas production is from the following oil or gas wells:

6.	Name of Well:	29-6HZ LAND FED
	Location:	Latitude 40.108322 , Longitude -104.798710
	Legal Description:	NW 1/4 of the SE 1/4 of Section 29, Township 2 North, Range 66 West of the 6th PM
	Name of Operator(s) of Record:	KERR MCGEE OIL & GAS ONSHORE LP
	Address of Operator(s) of Record:	P O BOX 173779 ,DENVER, CO 80217-3779
7.	Name of Well:	29-7HZ LAND FED
	Location:	Latitude 40.108345 , Longitude -104.798666
	Legal Description:	NW 1/4 of the SE 1/4 of Section 29, Township 2 North, Range 66 West of the 6th PM
	Name of Operator(s) of Record:	KERR MCGEE OIL & GAS ONSHORE LP
	Address of Operator(s) of Record:	P O BOX 173779 ,DENVER, CO 80217-3779
8.	Name of Well:	29-8HZ LAND FED
	Location:	Latitude 40.108368 , Longitude -104.798622
	Legal Description:	NW 1/4 of the SE 1/4 of Section 29, Township 2 North, Range 66 West of the 6th PM
	Name of Operator(s) of Record:	KERR MCGEE OIL & GAS ONSHORE LP
	Address of Operator(s) of Record:	P O BOX 173779 ,DENVER, CO 80217-3779
9.	Name of Well:	29-9HZ LAND FED
	Location:	Latitude 40.108392 , Longitude -104.798578
	Legal Description:	NW 1/4 of the SE 1/4 of Section 29, Township 2 North, Range 66 West of the 6th PM
	Name of Operator(s) of Record:	KERR MCGEE OIL & GAS ONSHORE LP
	Address of Operator(s) of Record:	P O BOX 173779 ,DENVER, CO 80217-3779
10.	Name of Well:	29-10HZ LAND FED
	Location:	Latitude 40.108415 , Longitude -104.798534
	Legal Description:	NW 1/4 of the SE 1/4 of Section 29, Township 2 North, Range 66 West of the 6th PM
	Name of Operator(s) of Record:	KERR MCGEE OIL & GAS ONSHORE LP
	Address of Operator(s) of Record:	P O BOX 173779 ,DENVER, CO 80217-3779

Submitted by the **Governing Body** of: City of Fort Lupton on (date).

Zo Hubbard	Mayor
Name (signature)	(Title)
Valerie Blackston	Council Member Ward 1
Name (signature)	(Title)
David Crespín	Council Member Ward 1
Name (signature)	(Title)
Chris Ceretto	Council Member Ward 2
Name (signature)	(Title)
Claud Hanes	Council Member Ward 2
Name (signature)	(Title)
Bruce Fitzgerald	Council Member Ward 3
Name (signature)	(Title)
Michael Sanchez	Council Member Ward 3
Name (signature)	(Title)

Contact Person: Leann Peirno
Telephone Number: 720-466-6120
Email Address: lperino@fortluptonco.gov

Must be submitted to the Division of Local Government no later than November 1.



SUBJECT FOR DISCUSSION

Authorize Notice to Proceed for Jacobs to Begin a Time and Material Capital Improvement Project (CIP) for Installation of a Platform Above the Pump Galley at the Water Treatment Plant, Project Cost Estimate is \$164,875.50 Allocated from the CIP Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

With the recent water treatment plant expansion, there were two additional filter skids installed, which utilized most of the already limited storage space where chemicals, spare pumps and motors, mowers, etc. were stored. This platform will create 437 sq ft of storage space, which will allow parts and equipment to be stored in a temperature-controlled environment.

FINANCIAL CONSIDERATIONS

The 2025 CIP Budget included \$150,000 for this project. Numerous other CIP projects finished under budget this year, particularly the generator rehab CIP, which finished \$28k under budget and would cover the additional \$14,875.50 for this CIP.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the work order with Jacobs
- B. Reject and defer maintenance.
- C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approval of the Work Order to Jacobs for professional services to provide engineering design for not to exceed \$164,875.50 for the Water Treatment Plant Platform project.

Attachments: a. Notice to Proceed - Jacobs.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Jacobs
12285 State Hwy 52
Fort Lupton, CO 80621
www.jacobs.com

October 7, 2025

Roy Vestal
City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621

Subject: Out of Scope Services – Mezzanine Installation

Dear Mr. Vestal:

OMI would like to propose the following out-of-scope services as further defined below. These services will comply with the requirements of the Operations, Maintenance and Management Agreement between Operations Management International, Inc. (OMI) and Fort Lupton Utility Enterprise Board (Owner) dated 6 August 2019.

Scope: OMI will work together with TCC Corporation to procure materials and install a mezzanine at the water treatment plant.

Term: Services will commence upon the Owner giving OMI notice to proceed. Work is expected to be completed by the end of December 2025.

Price of Services: The price estimate based on time and materials terms is \$166,997.50. All non-labor direct costs will be billed at cost plus 15%.

The price estimate is based on the following assumed labor hours and materials but is subject to change:

Labor	Bill Rate	Hours	Price
Project Manager	\$157	10	\$1,570.00
Lead Operator	\$69	8	\$552.00
Labor Subtotal		18	\$2,122.00
Materials/Parts/Subcontractor	Raw Cost	Markup	Price
TCC Corporation	\$143,370.00	1.15	\$164,875.50
Nonlabor Subtotal	\$143,370.00	1.15	\$164,875.50

Billing and Payment Terms: As defined in Section 5 of the Agreement, Owner shall be billed for these services upon completion of the work and payment will be due and payable within twenty (20) days following receipt of Jacobs invoice.

If these terms are agreeable to you, please sign and return this letter. We will return one fully executed original for your files.

Jacobs appreciates the opportunity to provide these additional services for the City of Fort Lupton.



October 7, 2025
Subject: Out of Scope Services – Mezzanine Installation

Regards

AARON RICHARDSON
Project Manager
720-939-4494
Aaron.Richardson@jacobs.com

City of Fort Lupton	Operations Management International, Inc.
Authorized _____	Authorized _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____



SUBJECT FOR DISCUSSION

Approve Change Order to Contract with Burns and McDonnell for Construction Management Services for the Water Tower Project for an Amount Not to Exceed \$1,441,924.00 from the Utility Fund - Water Storage

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Request for Qualifications (RFQ) was advertised January 5, 2023 and selection of consultant following the requirements of the Brooks Act (40 U.S.C. 1101). Burns McDonnell was awarded the contract June 21, 2023 for the engineering services for the Elevated Water Storage project. The purpose of the Phase 1 work involves analyzing the City's existing potable water distribution system. The ultimate goal of the project is the elimination of the existing pump house at the tank farm and optimizing a plan for the ultimate distribution system. Phase 1 cost = \$249,260.00

We have received a State Revolving Fund (SRF) loan for this project. This Change Order is for Phase IV- Construction Management. These expenses are covered by the loan.

This Change Order provides engineering construction management to complete the project construction.

FINANCIAL CONSIDERATIONS

The SRF loan covers the engineering services cost. The 2025 budget includes \$18,396,000 for the Water Tower Project.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the change order to Burns & McDonnell
- B. Reject change order.
- C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving Change Order No. 3 to the contract with Burns and McDonnell for not to exceed \$1,441,924.00 from the Utility Fund.

- Attachments:**
- a. Contract Agreement Change Order – Burns & McDonnell and Proposal (Exhibit A)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement Change Order

The PUBLIC WORKS Agreement entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and **Burns & McDonnell Engineering Company, Inc.** (hereinafter "CONSULTANT") dated June 21, 2023 is hereby modified as follows:

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

1. **SCOPE OF SERVICES.** Consultant shall additionally perform the services included in the scope of work set forth and incorporated herein as **Exhibit A.**

2. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the additional services encompassed by this Agreement Change Order, and the Consultant will accept as full compensation therefore an additional sum of not to exceed

Phase IV – Construction Management Services **\$ 1,441,924.00**

as set forth in the Work Breakdown Structure and Fee Schedule attached hereto as Exhibit A.

All conditions and terms of original agreement to remain intact and applicable.

3. **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 7th DAY OF **October, 2025.**

CITY OF FORT LUPTON, COLORADO

**Burns & McDonnell Engineering
Company, Inc.**

BY: **Zo Hubbard**

BY: **Dan Korinek**

TITLE: **Mayor**

TITLE: **Senior Vice President**

September 12, 2025

Mr. Roy Vestal
Public Works Director
City of Fort Lupton
130 S. McKinley Ave
Fort Lupton, CO 80621

RE: Proposal to offer professional services for Phase IV - Construction Phase Services related to the City of Fort Lupton Elevated Water Storage Tank Engineering Services Project (FTL2023-02)

Dear Roy,

The City of Fort Lupton (City) desires to construct a new one-million-gallon (1 MG) elevated water storage tank (EST) in the existing high-pressure zone. The 1 MG EST is intended to provide system redundancy, improve the City Level of Service (LoS) in the high-pressure zone, and alleviate some mechanical complexities currently experienced in the water distribution system. The EST project includes the construction of a targeted 3,600 gpm (expandable to 5,400 gpm) capacity pump station, a 20-inch fill line, a 20-inch distribution waterline, and a pressure reducing valve (PRV) station to connect the tank to the existing distribution system. Three previous phases, Phase I (Water Master Plan), Phase II (Basis of Design Report and 30% Design), and Phase III (Final Design and Bid Phase Services), have been completed.

Phase IV - Construction Phase Services

The City has requested Burns & McDonnell provide construction phase services during the construction of the EST project to support the City with administering the construction contract. The City selected HPM, Inc. as the contractor for the project which has proposed a 22-month construction period. Phase IV will encompass general contract administration, submittal review, request for information (RFI) responses, progress meeting organization, part-time observation by resident project representative (RPR), start up support, and project closeout.

Burns & McDonnell is pleased to have been selected by the City to offer professional engineering services for the Elevated Water Storage Tank Engineering Services (FTL2023-02). We propose completing the professional services requested by the City of Fort Lupton in Phase IV in 5,138 hours and for a not to exceed fee of \$1,441,924.00 and in accordance with the terms and conditions of the Professional Services Agreement, dated June 21, 2023. We hope that our proposal to provide construction phase services for the Elevated Water Storage Tank Engineering Services (FTL2023-02) – Phase IV – Construction Phase Services is acceptable to the City. As always, after your review, we are pleased to further discuss and then formalize our scope and fee to best meet your expectations and project goals.

It is our great privilege to continue to serve the City of Fort Lupton. If you should have any questions or comments, please do not hesitate to reach out.

Sincerely,

Burns & McDonnell Engineering Company, Inc.



Joshua Lee, PE
Project Manager
970-462-5051
jlee@burnsmcd.com



Kyle LeBrasse, PE
Department Manager
720-592-3417
kglebrasse@burnsmcd.com

Attachments: Scope of Services and Fee

cc: Jason Schaefer, P.E. – Regional Global Practice Manager

SCOPE OF SERVICES:

The Elevated Water Storage Tank project generally consists of designing a 1-million-gallon elevated water storage tank, pump station, 3.4 miles of 20-inch PVC pipeline and associated appurtenances to convey water to the City's distribution system.

The design fee estimate is based on the following scope items, should any of the scope items change this will be considered supplemental services and require an amendment:

- ▶ General management of construction contract
- ▶ Review and response to Requests for Information (RFIs), submittals, resubmittals, and change order requests
- ▶ Cultural monitoring during ground disturbing activities
- ▶ Construction observation by Resident Project Representative (RPR)
- ▶ Process startup and punch list assistance
- ▶ Warranty period support
- ▶ Project closeout

Construction Phase Engineering Services:

The Scope of Services described herein represents the Consultant's professional engineering activities necessary for engineering services during construction and post-construction activities. Engineer's RPR services will in no way relieve construction contractors of their obligations for complete compliance with the drawings and specifications. Engineer shall not make exhaustive or continuous on-site assessments to check the quality or quantity of such work. Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction contractors, or for their safety precautions and programs incident to their work. Engineer shall not be responsible for the failure of construction contractors to perform the work in accordance with the Contract Documents.

Insofar as job site safety is concerned, Engineer is only responsible for its employees' activities on the job site, and this shall not be construed to relieve City or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Engineer, nor presence of Engineer or its employees and subcontractors shall be construed to imply Engineer has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site. Owner agrees that the construction contractors are solely responsible for job site safety, and this intent shall be made evident in Owner's agreement with all construction contractors. Owner and Engineer shall be made additional insureds under the construction contractors' general liability insurance policy.

Engineer will not be a party to any construction contract and all authority and responsibility to stop work belongs to the Owner. Engineer shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an arbitrator or interpreter of the Contract Documents; provided, however, that all interpretations and decisions of Engineer shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.

By recommending any payment to others, Engineer will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by Engineer to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that Engineer has made an examination to ascertain how or for

what purposes any person(s) has used the moneys paid on account, or that title to any of work, materials or equipment has passed to the Owner free and clear of any lien, claims, security interests or encumbrances, or that others have completed their work exactly in accordance with the Contract Documents. Notwithstanding the foregoing, it is agreed that, by recommending any payment to others, Engineer does thereby represent that, based on Engineer's evaluation of the work and the data comprising the Contractor's Application for Payment, that, to the best of Engineer's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents, that the Contractor is entitled to payment in the amount certified, and that Engineer knows of no legitimate reason that such payment or any part thereof may or should be withheld.

Engineer has based the scope of services level of effort on the preliminary schedule provided by the Contractor which included a 6-month duration for construction of the pump station and pipeline (Aug 2025 – January 2026) and a 14-month for the construction of the elevated storage tank (June 2026 – July 2027). It is assumed that no construction observation will be required during the 4-month gap (February 2026 – May 2026). If more time is required, an equitable adjustment will be made to the Engineer's contract by means of an amendment.

Task Series 1200 – Construction Phase Services

Task 1201 – General Management of Construction Contract:

Engineer shall provide for general management of the construction contract. Engineer shall maintain, at Engineer's office, files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including Requests for Information, Construction Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals and other project related documents.

Task 1202 – Pre-Construction Conference:

Engineer will conduct a preconstruction conference. This meeting will be held either at the Owner's offices or by Microsoft Teams.

Task 1203 – Progress Meetings:

Consultant will conduct weekly construction progress meetings. These meetings will be held at the Contractor's field office with a virtual option by Microsoft Teams. This task assumes weekly meetings for the construction duration of 24 months. Consultant will take and distribute meeting minutes. Meetings will be attended virtually by the Project Manager and/or Process Engineer, with discipline engineers attending as needed. During periodic visits by Engineer, see Task 1206, attendance will be in person. Hours for the field engineer to attend are included in Task 1208, Construction Observation and Field Engineer.

Task 1204 – RFI Review and Response:

Engineer will review and respond to RFIs in writing and prepare and issue supplemental drawings and specifications as necessary in response to RFIs. Engineer will maintain a record of RFIs, responses provided to the Contractor, and documentation of each RFI's resolution. This task includes written responses to 75 RFI's with a review, determination, and response time of approximately 4 hours per RFI.

Task 1205 – Submittal and Resubmittal Reviews:

Engineer will review submittals for the project and provide a response and status for each submittal. Engineer will maintain a record of submittals, responses provided to the Contractor, and documentation of each submittal. This task includes written responses to 150 submittals with a review, determination, and response time of approximately three (3) hours per submittal. This task also includes that each submittal will have one (1) resubmittal with a review, determination, and response time of approximately one (1) hour per resubmittal.

Task 1206 – Change Orders/Work Change Directives:

Engineer will review and comment on prospective change orders. Engineer will evaluate and make recommendations to Owner on change orders. Engineer will provide Work Change Directives as needed. Engineer will track changes and obtain Owner approval prior to returning direction to the Contractor.

Task 1207 – Periodic Site visits by Engineer:

This includes one (1) site visit every other week for one (1) engineer (discipline, process, pipeline, or project manager). Each site visit is assumed to be four (4) hours in duration, including travel.

Task 1208 – Cultural Monitoring:

Per the consultation with the State Historic Preservation Office (SHPO) as part of the Environmental Assessment (EA), environmental monitoring is required during all land disturbing activities. Engineer will provide a cultural resource specialist to observe excavation for signs of cultural artifacts. The cultural specialist will be on site for a total of fifty (50) days at various points of the construction period. This task includes that the cultural specialist will be on-site for ten (10) hours a day as needed when land disturbing activities are occurring. If more or less observation time is required, an equitable adjustment will be made to the Engineer's contract by means of an amendment. The cultural specialist will prepare and submit daily construction observation reports and provide photos of construction activities.

Task 1209 – Construction Observation and RPR:

Engineer will provide an RPR to observe and record the construction progress and quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents. As stated above the RPR will be on site for 20 months of the construction period for the two construction efforts stated in the contractors preliminary scheule. This task includes that the RPR will be on-site for nine (9) hours a day, three days a week for 100 percent of the project. If more or less observation time is required, an equitable adjustment will be made to the Engineer's contract by means of an amendment. The resident project representative will:

- Provide observation of construction progress and of the quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents.
- Review delivered and on-site materials for general conformance with the design documents and approved submittals.
- Prepare and submit daily construction observation reports to the Owner on a weekly basis.
- Provide construction photos of construction activities.
- Conduct weekly progress meetings, provide meeting agendas, and take and distribute meeting minutes.
- Observe that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel.
- Participate with Contractor and Owner regarding start-up, testing, and commissioning. The Contractor will be responsible for start-up, testing, and commissioning.
- Report to Project Engineer, opinions and suggestions based on observations regarding defects

- or deficiencies in the work and general conformance with drawings and specifications.
- Observe and document differing subsurface and physical conditions encountered.
- Review Contractor's construction schedule for general conformance with milestones, and other project requirements.
- Maintain an updated set of Contract Documents showing "Conforming to Construction Records" conditions based on the General Contractor's records and the RPR's observations and inspections.
- Review monthly pay applications with Owner and provide approval/suggested modifications after review.
- Observe onsite quality assurance testing and maintain copies of testing results on site.
- Review as-built construction mark-ups on a weekly basis to observe if contractor is documenting field changes to the work in a common set of drawings/specifications.
- Conduct special inspections of the following:
 - Concrete Construction
 - Mix Design
 - Reinforcement
 - Formwork
 - Curing
 - Anchors Cast in Concrete
 - Anchors Post Installed in Concrete
 - Masonry Construction
 - Reinforcing
 - Size
 - Placement
 - Conditions
 - Structural Steel
 - Material Verification – Structural Steel
 - Material Verification – High-Strength Bolts
 - Material Verification – Cold-Formed Steel Deck
 - Steel Frame Joint Details
 - High-Strength Bolting
- The following special inspections will be provided by the Owner or Contractor and are not the responsibility of Engineer:
 - Material Testing
 - Concrete
 - Fabricate specimens for strength testing
 - Perform slump, air content and temperature testing
 - Soils
 - Subgrade Preparation
 - Deep Foundation Inspections
 - Masonry
 - Verification of f'm
 - Verification of grout and mortar properties
 - Structural steel welding

Task Series 1300 – Post Construction Services

Task 1301 – Process Start-Up:

Process start-up shall be performed by the Owner and Contractor with Engineer, as needed, for operating recommendations. The Owner's Operation Staff shall oversee operations once water is introduced into the

process. The Contractor shall complete instrumentation and control construction (installation and adjustment) including all items that require water to be present. Engineer shall provide recommendations during start-up.

Task 1302 – Pre-Start-Up Workshop:

Engineer will conduct a pre-start-up planning workshop with the Owner and Contractor prior to introducing water into each new process at the facility.

Task 1303 – Support for Pipe Flushing Activities:

This task includes support for pipe flushing activities, include two (2) site visits by the pipeline engineer during flushing activities, and office engineering support to assist in planning prior to and provide guidance to the City and Contractor during pipe flushing activities.

Task 1304 – Substantial Completion Inspection and Punchlist:

Engineer will participate in field walks of the site with the Owner and the Contractor. Engineer will generate a punchlist of incomplete and construction items to correct in the field and prepare the substantial completion letter with final completion requirements outlined. This task assumes eight (8) hours each for four (4) discipline engineers, the project engineer, and the project manager to perform the site walk. The task also includes punch list preparations and certificates of substantial completion.

Task 1305 – Final Completion Inspection and Punchlist:

Once the Contractor has indicated that they have corrected the punchlist items, a final field visit will be conducted to confirm that the work is complete. Based on the findings, final punch list letters of completion will be prepared and submitted. The fee assumes two (2) discipline engineers, the project engineer, and the project manager each require eight (8) hours to perform the final field visit and develop final completion letter.

Task 1306 – CDPHE Certifications:

The Engineer shall issue CDPHE Certification of completion per approved design and/or work through changes to assist Owner with final approval from CDPHE for plant construction.

Task 1307 – Conforming to Construction Record Drawings:

Following the construction, and prior to recommendation of the final payment to the Contractor, the Contractor will be required to provide a complete set of red lined drawings indicating any changes that took place in the field during construction of the project.

Engineer will prepare conforming to construction drawings from the Contractor supplied redlines. A pdf copy and AutoCAD files of the information will be provided to the Owner.

Task 1308 – Warranty Phase Services:

Engineer will conduct one (1) end of warranty walk with the Owner and Contractor at the end of the Contractor's warranty period. In addition to the warranty walk, Engineer will provide up to 40 hours of services for answering warranty related questions.

Task 1309 – Project Closeout:

This task includes provisions for the Engineer to close out each project's documentation. This task will be conducted in the office and will include final discussions with the Contractor, punch list items, final payment, and other documents required by the contract documents for final completion and final payment.

Project Manager	Pipelines	Tank / Pump Station	Electrical / I&C	Civil	Mechanical	Architectural	Structural	CADD Support	Environmental	Resident Project Representative	Submittal / RFI Support	Mileage	Field Staff	Material Testing
Josh Lee, PE	Ryan Brong, PE / Corrie Kissner	Nikole Rachelson, PE / Kartina Mason	Adam Morroni	Matt Strobel	David Olsen, PE	Jen Dear / Ryan Lang	Jason Zemlicka	Victor Ponce Kristie Weiss Amelia Rendon	Angie Woehler Clive Briggs	Grady Cole	Ashley Cleveland			
192											96			
4	4	4												
96	24	96	24	8	8	8	24							
	32	80	80	12	12	28	56							
	68	140	140	32	20	100	100							
	20	20	20				20							
40	20	44	32	4	4	4	44							
									500					
										2162				
332	168	384	296	56	44	140	244	0	500	2162	96	5280	1	1
24	20	120	40											
8	8	8	8											
8	80	20												
12	8	12	8			8	8					440		
8	8	8	8									440		
4	8	8												
8	20	24	20	12	8	20	20	60						
12	12	12										220		
12	12	12												
96	176	224	84	12	8	28	28	60	0	0	0	1100	0	0
428	344	608	380	68	52	168	272	60	500	2162	96			

Project Total

Total Hours	Total Cost	Expenses	Subcontracts	Subtotal
288	\$ 86,184	\$ 3,447	\$ -	\$ 89,631
12	\$ 3,234	\$ 129	\$ -	\$ 3,363
288	\$ 78,052	\$ 3,122	\$ -	\$ 81,174
300	\$ 74,755	\$ 2,990	\$ -	\$ 77,745
600	\$ 148,302	\$ 5,932	\$ -	\$ 154,234
80	\$ 20,118	\$ 805	\$ -	\$ 20,923
192	\$ 51,174	\$ 5,585	\$ -	\$ 56,759
500	\$ 150,150	\$ 12,998	\$ -	\$ 163,148
2162	\$ 503,962	\$ 48,126	\$ 49,500	\$ 601,588
4422	\$ 1,115,931	\$ 83,134	\$ 49,500	\$ 1,248,564
204	\$ 50,777	\$ 2,031	\$ -	\$ 52,808
32	\$ 8,444	\$ 338	\$ -	\$ 8,782
108	\$ 27,482	\$ 1,099	\$ -	\$ 28,581
56	\$ 14,668	\$ 882	\$ -	\$ 15,550
32	\$ 8,444	\$ 633	\$ -	\$ 9,077
20	\$ 5,183	\$ 207	\$ -	\$ 5,390
192	\$ 50,813	\$ 2,033	\$ -	\$ 52,845
36	\$ 9,702	\$ 535	\$ -	\$ 10,237
36	\$ 9,702	\$ 388	\$ -	\$ 10,090
716	\$ 185,215	\$ 8,146	\$ -	\$ 193,360
5138	\$ 1,301,146	\$ 91,280	\$ 49,500	\$ 1,441,924



SUBJECT FOR DISCUSSION

Approve Locate Agreement with BIF IV Intrepid OpCo LLC (Intrepid Fiber) for Added Location Services Related to Fiber Installation.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City is required to respond within 10 days for utility locations (Article 1.5 of Title 9 of the Colorado Revised Statutes (the "811 Law"). The fiber company is currently installing fiber service in Fort Lupton. The added number of locate requests from 2 installation crews overwhelms staff's ability to respond to all requests. The company desires to run 4 crews simultaneously through the next year to complete the installation.

The agreement provides for the payment of \$105,000 to cover an additional locator hire to be dedicated to these locate requests. The agreement is extendable after the 1-year term at \$8,750.00 per month.

Upon execution of the agreement by Intrepid, recruiting for the position would begin immediately with an anticipated hire in November 2025, training and operational December 1, 2025.

FINANCIAL CONSIDERATIONS

Salary, benefits and taxes for the position are estimated to cost \$105,000.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A) Approve the Agreement.
- B) Do not approve the Agreement.
- C) Modify the Agreement.

STAFF RECOMMENDATIONS

Staff recommends approving the Locate Agreement with Intrepid Fiber.

Attachments: a. Locate Agreement – Intrepid Fiber

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Resource Letter Agreement (for Utility Locator)

This Resource Letter Agreement (“**Agreement**”) is made and entered by the City of Fort Lupton, Colorado, a statutory city (“**City**”), and BIF IV Intrepid OpCo LLC, a Delaware limited liability company (“**Intrepid**”), and sets forth the mutual understanding between the City and Intrepid (together the “**Parties**” or individually, a “**Party**”) regarding the subject matter set forth herein. The Agreement shall be effective as of December 1, 2025 after being executed by the Parties (the “**Effective Date**”).

WHEREAS, Intrepid has commenced with the buildout of a fiber-optic network to establish fiber-to-the-premises services in the City;

WHEREAS, Article 1.5 of Title 9 of the Colorado Revised Statutes (the “**811 Law**”) requires all persons planning excavation to obtain general information as to the description, nature, and location of underground facilities in such proposed excavation site and include such general information in the plans or specifications to inform an excavation contractor of the existence of such facilities, by first placing a “**Locate Request**” with the State’s 811-notification association (the “**Association**”);

WHEREAS, the Parties recognize that the rapid deployment and construction of Intrepid’s network has posed certain challenges to the City’s existing resources, which must respond to the Locate Requests within ten (10) days of actual notice from the Association; and

WHEREAS, such challenges include increased costs and delays for both Parties and the community at large, to the detriment of the Parties’ achievement of their aligned goals and obligations.

NOW, THEREFORE, in furtherance of the expected benefits to the residents of Fort Lupton from access to Intrepid’s fiber network, the Parties hereby agree as follows:

1. 811 Locator Resources. The City will (i) hire an additional staff member (the “**Additional Locator**”) to assist with the Intrepid Locate Request notifications the City receives from the Association so that the City may meet processing timelines mandated by the 811 Law, and (ii) continue to dedicate or retain its existing resources to review and process Intrepid’s Locate Request notifications from the Association (the “**Services**”). Additional crew operations for Intrepid will be no more the 4 crews operating within the City.
2. Payment. To facilitate these objectives and to allow the City to maintain its obligations for timely processing of Intrepid’s Locate Requests, Intrepid will reimburse the City in the amount of \$105,000 for the 2026 budget year. The City will submit invoices to Intrepid. No later than thirty (30) days after receipt of an invoice, Intrepid will remit full payment of any uncontested amount to the City.
3. Term. The term of this Agreement will commence on December 1, 2025 and will automatically expire one (1) year from the Effective Date. This Agreement may be amended

to extend beyond the expiration of the Term upon the written agreement of the Parties. Charge for extension will be \$8,750.00 per month.

4. Termination. This Agreement may be terminated for convenience by delivering written notice to the non-terminating Party. If such notice is given, the termination will be effective seven (7) days following receipt of the notice by the non-terminating Party. Upon expiration or early termination for any reason, Intrepid will be responsible for reimbursing the City for any unpaid costs incurred in accordance with Section 2 through the effective date of the termination of this Agreement. Full month payment without prorating of the monthly charge.
5. No Joint Venture. This Agreement is not intended to create, nor with it be construed to create any partnership, joint venture, or employment relationship between the City and Intrepid, and neither Party will be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, except as expressly stated herein.
6. Compliance with Law. Each Party represents and warrants that (i) the execution, delivery and performance of this Agreement complies with all applicable laws, statutes, rules, regulations and orders of any governmental authority and does not and will not violate, conflict with, or result in a breach of any provision of its organizational documents or any law, rule, regulation, order, judgment, decree, agreement, or instrument binding on or affecting such Party; (ii) no consent, approval, authorization or order of, or filing or registration with, any governmental authority or other person is required to be obtained or made by such Party for the execution, delivery, and performance of this Agreement.
7. Miscellaneous. Neither Party has the authority to create any obligations for the other, or to bind the other to any representation or document. This Agreement and any addenda thereto, contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersedes, replaces and merges all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. This Agreement may not be modified except by a writing signed by both Parties. Neither Party shall be responsible or liable for any delay or failure in performing its obligations under this Agreement if such delay or failure is the direct result of causes outside of that Party's reasonable control. This Agreement shall be governed by the laws of the State of Colorado (exclusive of its choice of law rules). If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All other provisions of this Agreement shall remain in full force and effect. All notices must be in writing and sent to the individual who executed this Agreement on the other Party's behalf, either by: hand delivery; messenger; certified mail, return receipt requested; overnight courier; and with a courtesy copy made by email; and shall be effective when received by such Party at the address listed herein or other address provided in writing. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. This Agreement may be signed electronically and in multiple counterparts.

Accepted and agreed to as of the dates signed below.

BIF IV Intrepid OpCo LLC:

By: _____
Name: Jeff Polachek
Title: _____
Date: _____
Email: jeff.polachek@intrepidfiber.com

Attn: , President

City of Fort Lupton, Colorado

By: _____
Print Name: Zo Hubbard
Title: Mayor
Date: _____
Email: mayor@fortluptonco.gov

130 S. McKinley Ave.
Fort Lupton, CO 80621
Attn: Public Works Department

Approved as to Form and Content

City Attorney (Designee)



SUBJECT FOR DISCUSSION

Approve Locate Agreement with Ripple Fiber for Added Location Services Related to Fiber Installation.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City is required to respond within 10 days for utility locations (Article 1.5 of Title 9 of the Colorado Revised Statutes (the "811 Law"). The fiber company is currently installing fiber service in Fort Lupton. The added number of locate requests from 2 installation crews overwhelms staff's ability to respond to all requests. The company desires to run 4 crews simultaneously through the next year to complete the installation.

The agreement provides for the payment of \$105,000 to cover an additional locator hire to be dedicated to these locate requests. The agreement is extendable after the 1-year term at \$8,750.00 per month.

Upon execution of the agreement by Ripple, recruiting for the position would begin immediately with an anticipated hire in November 2025, training and operational December 1, 2025.

FINANCIAL CONSIDERATIONS

Salary, benefits and taxes for the position are estimated to cost \$105,000.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A) Approve the Agreement.
- B) Do not approve the Agreement.
- C) Modify the Agreement.

STAFF RECOMMENDATIONS

Staff recommends approving the Locate Agreement with Ripple Fiber.

Attachments: a. Locate Agreement – Ripple Fiber

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Resource Letter Agreement (for Utility Locator)

This Resource Letter Agreement (“**Agreement**”) is made and entered by the City of Fort Lupton, Colorado, a statutory city (“**City**”), and HyperFiber of Colorado, LLC, a Delaware limited liability company (“**Hyper Fiber**”), and sets forth the mutual understanding between the City and Hyper Fiber (together the “**Parties**” or individually, a “**Party**”) regarding the subject matter set forth herein. The Agreement shall be effective as of December 1, 2025 after being executed by the Parties (the “**Effective Date**”).

WHEREAS, Hyper Fiber has commenced with the buildout of a fiber-optic network to establish fiber-to-the-premises services in the City;

WHEREAS, Article 1.5 of Title 9 of the Colorado Revised Statutes (the “**811 Law**”) requires all persons planning excavation to obtain general information as to the description, nature, and location of underground facilities in such proposed excavation site and include such general information in the plans or specifications to inform an excavation contractor of the existence of such facilities, by first placing a “**Locate Request**” with the State’s 811-notification association (the “**Association**”);

WHEREAS, the Parties recognize that the rapid deployment and construction of Hyper Fiber’s network has posed certain challenges to the City’s existing resources, which must respond to the Locate Requests within ten (10) days of actual notice from the Association; and

WHEREAS, such challenges include increased costs and delays for both Parties and the community at large, to the detriment of the Parties’ achievement of their aligned goals and obligations.

NOW, THEREFORE, in furtherance of the expected benefits to the residents of Fort Lupton from access to Hyper Fiber’s fiber network, the Parties hereby agree as follows:

1. 811 Locator Resources. The City will (i) hire an additional staff member (the “**Additional Locator**”) to assist with the Hyper Fiber Locate Request notifications the City receives from the Association so that the City may meet processing timelines mandated by the 811 Law, and (ii) continue to dedicate or retain its existing resources to review and process Hyper Fiber’s Locate Request notifications from the Association (the “**Services**”). Additional crew operations for Hyper Fiber will be no more the 4 crews operating within the City.
2. Payment. To facilitate these objectives and to allow the City to maintain its obligations for timely processing of Hyper Fiber’s Locate Requests, Hyper Fiber will reimburse the City in the amount of \$105,000 for the 2026 budget year. The City will submit invoices to Hyper Fiber. No later than thirty (30) days after receipt of an invoice, Hyper Fiber will remit full payment of any uncontested amount to the City.

3. Term. The term of this Agreement will commence on December 1, 2025 and will automatically expire one (1) year from the Effective Date. This Agreement may be amended to extend beyond the expiration of the Term upon the written agreement of the Parties. Charge for extension will be \$8,750.00 per month.
4. Termination. This Agreement may be terminated for convenience by delivering written notice to the non-terminating Party. If such notice is given, the termination will be effective seven (7) days following receipt of the notice by the non-terminating Party. Upon expiration or early termination for any reason, Hyper Fiber will be responsible for reimbursing the City for any unpaid costs incurred in accordance with Section 2 through the effective date of the termination of this Agreement. Full month payment without prorating of the monthly charge.
5. No Joint Venture. This Agreement is not intended to create, nor with it be construed to create any partnership, joint venture, or employment relationship between the City and Hyper Fiber, and neither Party will be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, except as expressly stated herein.
6. Compliance with Law. Each Party represents and warrants that (i) the execution, delivery and performance of this Agreement complies with all applicable laws, statutes, rules, regulations and orders of any governmental authority and does not and will not violate, conflict with, or result in a breach of any provision of its organizational documents or any law, rule, regulation, order, judgment, decree, agreement, or instrument binding on or affecting such Party; (ii) no consent, approval, authorization or order of, or filing or registration with, any governmental authority or other person is required to be obtained or made by such Party for the execution, delivery, and performance of this Agreement.
7. Miscellaneous. Neither Party has the authority to create any obligations for the other, or to bind the other to any representation or document. This Agreement and any addenda thereto, contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersedes, replaces and merges all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. This Agreement may not be modified except by a writing signed by both Parties. Neither Party shall be responsible or liable for any delay or failure in performing its obligations under this Agreement if such delay or failure is the direct result of causes outside of that Party's reasonable control. This Agreement shall be governed by the laws of the State of Colorado (exclusive of its choice of law rules). If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All other provisions of this Agreement shall remain in full force and effect. All notices must be in writing and sent to the individual who executed this Agreement on the other Party's behalf, either by: hand delivery; messenger; certified mail, return receipt requested; overnight courier; and with a courtesy copy made by email; and shall be effective when received by such Party at the address listed herein or other address provided in writing. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. This Agreement may be signed electronically and in multiple counterparts.

Accepted and agreed to as of the dates signed below.

Hyper Fiber, LLC:

By: _____
Name: _____
Title: _____
Date: _____
Email: _____

Attn: , President

City of Fort Lupton, Colorado

By: _____
Print Name: Zo Hubbard
Title: Mayor
Date: _____
Email: mayor@fortluptonco.gov

130 S. McKinley Ave.
Fort Lupton, CO 80621
Attn: Public Works Department

Approved as to Form and Content

City Attorney (Designee)



SUBJECT FOR DISCUSSION

Award of Contract to Monuments Warehouse, LLC. for an Amount Not to Exceed \$97,150.00 for Columbarium-2025 Project from the General Fund - Cemetery.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Bid documents were advertised from July 8, 2025 with bid opening on August 22, 2025. Two bids were received with Monument Warehouse providing the lowest responsible bid of \$87,850.00 as shown in the attached Bid Tabulation.

Monument Warehouse has been in business for 45 years in Elberton, Georgia. Their previous projects for columbaria include West Jordon, UT; Kissimmee, FL; Deerfield, NH; Winter Park, FL and Goshen, NY.

The 2025 budget includes CIP of \$220,000 for the 2 columbaria. Option 3A included in the proposal included 3 benches and a podium for \$97,150.

Contract award for \$97,150.00 for an Option 1A that includes 3 benches, a podium and 2 columbaria.

Anticipated project installation within 6 months of award. Projected time of completion is April 15, 2026.

FINANCIAL CONSIDERATIONS

The 2025 budget includes \$220,000 in the Cemetery Fund for this project.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Contract Agreement for Option 1A for \$97,150
- Do not approve the Contract
- Rebid project.

STAFF RECOMMENDATIONS

Staff recommends award of contract to Monument Warehouse. for not to exceed \$97,150.00 for the Columbarium Project.

Attachments:

- a. Contract Agreement – Monument Warehouse.
- b. Bid Tabulation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



PUBLIC WORKS AGREEMENT

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Monument Warehouse, LLC** (hereinafter "CONTRACTOR").

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

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in and for a permanent part of the completed work for **Option 3-A configuration with Option 1 Columbarium**. Contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the bid proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, construct and complete all things mentioned to be done by the Contractor and all work included in the scope of work and bid specifications set forth and incorporated herein as **Exhibit A**. (See attached) Contractor shall provide all insurance and or bonds as required by Exhibit A prior to commencement of work. All certificates of insurance from contractors should list the City as an additional insured.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and conditions of contract set forth in the City's original request for proposal documents and the scope of work set forth in **Exhibit A**. Contractor's response to request for proposal is attached hereto as **Exhibit B**. 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 Contractor, the parties specifically agree the terms of this Public Works Agreement and Exhibit A shall control.

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement and to complete all work by no later than April 15, 2026.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of **\$97,150.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion, including completion by the Contractor of any punch-list items as determined by the City and execution of any releases by Contractor deemed necessary by the City.

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

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

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. Contractor'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 Contractor 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 CONTRACTOR, THE PARTIES SPECIFICALLY AGREE THE TERMS OF THIS PUBLIC WORKS AGREEMENT AND EXHIBIT A SHALL CONTROL.***

8. **TERMINATION.** Services may be terminated by City or Contractor 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 Contractor for work performed after the notice or that was not otherwise completed and approved by the City. The City may terminate this Contractor Agreement without cause with thirty (30) days' written notice. City shall pay Contractor for any services performed, completed and approved in writing by the City prior to the date of the notice to terminate for convenience.

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

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

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

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

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

14. **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.

15. **INDEMNIFICATION BY CONTRACTOR.** 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 Contractor or its contractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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

EXECUTED THIS _____ DAY OF _____, 2025

CITY OF FORT LUPTON, COLORADO

BY: Zo Hubbard
TITLE: Mayor

CONTRACTOR:

BY: Ganesh Muruganatham
TITLE: President

City of Fort Lupton, Colorado

Public Works Department

Invitation for Bids

1. Sealed Proposals for the 2025 Columbarium Project (hereinafter Project) will be received by the City of Fort Lupton, Colorado, until 2:00 P.M., local time, on August 22, 2025 (Friday). The work to be performed for the Project, located at 13750 Weld County Road 12 is within the city limits of Fort Lupton, Colorado, generally consists of:

Supply and install two (2) columbarium units at the City cemetery.

2. All Bidders shall be experienced with cemetery columbarium design and placement.
3. Bidders may obtain further information from and examine the Scope of Work, at the Rocky Mountain E-Purchasing System: <https://legacy.rockymountainbidsystem.com>.
4. A Pre-Bid Conference will be held at the Fort Lupton City Hall on August 1, 2025 (Friday), at 2:00 P.M., local time (MSDT). Representatives of the City of Fort Lupton, and the City Engineer will be present to discuss the project and to answer questions. Bidders are required to attend and participate in the Pre-Bid Conference. Because attendance is mandatory only those Bidders attending the Pre-Bid Conference will be allowed to submit Proposals for the Project. Attendance may be done virtually at:

<https://meet.goto.com/326944733>

You can also dial in using your phone.

Access Code: 326-944-733

United States: +1 (571) 317-3122

5. Copies of the Project Manual for use in preparing the Proposals may be obtained from the Engineer of Record:
City of Fort Lupton Public Works, 130 S. McKinley Ave, Fort Lupton, Colorado 80621. Contact Roy Vestal, P.E. by telephone, 720-466-6109, or by e-mail to rvestal@fortluptonco.gov to receive an electronic copy of the Project Manual at no charge.
6. The Proposals will be received by the City of Fort Lupton, Colorado, until 2:00 P.M., local time on August 22, 2025 (Friday). The Proposals may be submitted either by mail or delivered to:

City Columbarium BID

The Fort Lupton Public Works Department

City Hall

130 South McKinley Avenue, Fort Lupton, Colorado 80621

At the said place and time, and promptly thereafter, all of the Proposals that have been duly received will be publicly opened and read aloud.

7. Each Proposal shall be submitted in a sealed envelope clearly marked with "CITY COLUMBARIUM BID".
8. The City of Fort Lupton, Colorado, reserves the right to reject any and/or all Proposals including, without limitation, the right to reject any and/or all nonconforming,

nonresponsive, unbalanced, or conditional Proposals, and to reject the Proposal of any Bidder if the City believes that it would not be in the City's best interests to make an Award to that Bidder. The City also reserves the right to waive informalities.

Scope of Work

Introduction

The City of Fort Lupton is requesting the purchase and installation of two (2) columbarium units for Hillside Cemetery. The new columbarium units would be set in conjunction with the existing units.

Scope of Work

Firm awarded the contract shall procure, deliver and install on existing concrete base with shimming as needed to level two (2) columbarium. It shall be the responsibility of the contractor to determine the method and manner of installation. It shall also be the responsibility of the contractor to verify measurements.

Proposal Contents

A. Shop Drawings

1. The Bidder shall provide shop drawings to illustrate and control the work.
2. Data shown on the shop drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the City Engineer the services, equipment, and materials the Contractor proposes to provide and to enable the City Engineer to review the information for approval.

B. The Bidder shall furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the project together with samples, to determine quality and fitness for the work.

C. Bidder shall propose schedule for delivery and installation.

D. Bidder shall provide standard warranty (minimum acceptable warranty is 1 year from installation).

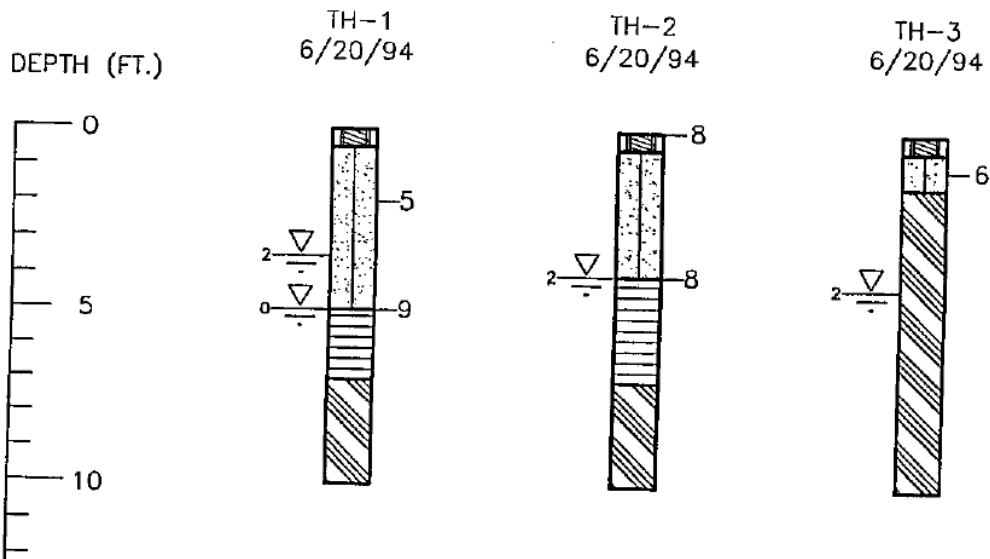
E. Lump sum price F.O.B. delivered to site and installed.

Special Conditions:

A geotechnical investigation was conducted in 1994. The location of the columbarium feature is between test holes 2 and 3. Soils under the existing concrete flatwork is expected to consist of a layer of sand mixed with clay underlain by a layer of weathered clay with the claystone bedrock at a depth varying from 8-feet to 2-feet down.

Boring logs from the Aguirre Engineers study of 1994 are found below.

Bidder proposal should include foundation requirements.



Boring Logs

LEGEND



TOPSOIL: organic clayey to silty SAND with a cover of landscape grass.



CLAY: sandy, moist to very moist, brown (CL)



SAND: clayey, moist to wet, loose, light brown to brown (SC)



CLAY (severely weathered claystone): moist to very moist, stiff, light gray and light brown (CL, CH)



CLAYSTONE BEDROCK: weathered, moist to very moist, firm to medium hard, light gray.

TH-1
6/20/94

Indicates that boring TH-1 was drilled on June 20, 1994.

5

Indicates that 5 blows of a manually operated 140 pound hammer falling 30 inches were required to drive the sampler 12 inches.

Working hours and days: Normal working hours are 7:00 a.m. to 7:00 p.m. Monday thru Friday. No work will be conducted on City observed holidays nor during funerals.

The City of Fort Lupton, Colorado, observes the following legal holidays:

New Year's Day, January 1;

Martin Luther King Day, the third Monday in January;

President's Day, the last Monday in February;

Memorial Day, the last Monday in May;

Independence Day, July 4;

Labor Day, the first Monday in September;

Veteran's Day, November 11;

Thanksgiving Day and the following day, the fourth (4th) Thursday and Friday in November; and

Christmas Day, December 25.

If a holiday falls on Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday.

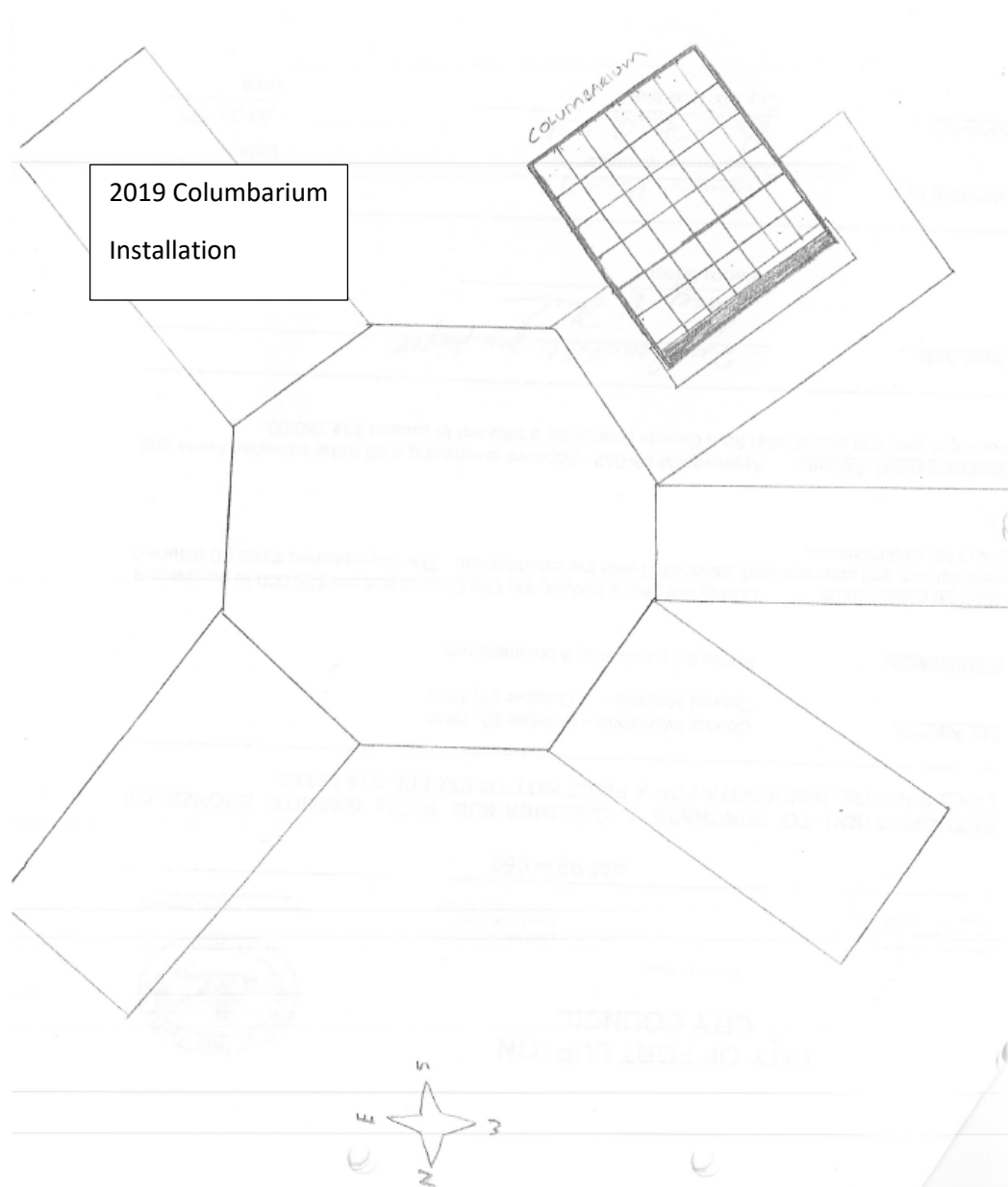
Staff will notify the contractor of scheduled funerals.

Special Provisions

The specifications for the columbarium are as follows:

1. The general dimensions of each columbarium shall be:
 - a. 12"x12"x12" niches
 - b. The total height shall be a maximum 99 inches tall
 - c. The total width shall be 35 inches
 - d. The total length shall be 116 inches.
 - e. Niche covers are 13" by 13". Four additional granite doors will be provided.
2. The columbarium shall have side to side niches for the placement of urns on both sides of the unit.
3. Niche inside fronts shall be made of Carnelian.
4. The columbarium shall be wrapped, base – cap – sides, with Moonlight Gray Granite trim with 8" skirt (similar to the existing columbarium). Total base dimensions are 119 ½ inches by 37 ½ inches
5. Columbarium shall be placed on an existing concrete foundation. Contractor shall submit shop drawings to City Engineer for approval prior to construction.
6. The front panels of the columbarium have no visible hardware and the panels are removed by a special tool supplied by the manufacture.

Note: The above specifications are meant as a guideline and the City understands that granite colors vary from manufacture to manufacture and overall length may vary by a few inches. Any change or variations from the above specifications must be approved by the City of Fort Lupton, City Clerk, and Public Works Director.



Original Design layout



Original Columbarium



This columbarium is intended to replicate the existing style and material.
Stone used is "Rockwell White© Polish" and "Cornelian© Polish" from Coldspring™
17482 Granite West Road, Coldspring, MN 56320-4578
(320)685-3621 www.coldspringusa.com

Period Performance

Please provide best delivery and installation schedule.

Public Works Agreement

Successful Bidder will be required to execute the attached Public Works Agreement upon approval and award of Contract.

City Contacts

Project Coordinator: Roy Vestal 720-466-6109 rvestal@fortluptonco.gov

Project Location:

Hillside Cemetery
13750 County Road 12
Fort Lupton, CO 80621

Insurance

Before any work at the site is started, the Contractor shall deliver to the City the certificates of insurance (and such other evidence of insurance as may be requested by City) which the Contractor is required to purchase and maintain as stated below.

1. Contractor's Liability Insurance

- (a)** The Contractor shall purchase and maintain a Comprehensive General Liability Insurance Policy and such other insurance that is appropriate for the work being performed and furnished and shall provide protection from claims set forth hereinbelow which may arise out of or result from the Contractor's performance and furnishing of the work and the Contractor's other obligations under the Contract Documents, whether performed or furnished by the Contractor, 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 Contractor's employees;
 - iii.** Claims for damages because of bodily injury, sickness or disease, or the death of any person other than the Contractor'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 Contractor; or
 - b)** by any other person for any other reason;

- [illegible]

2. Automobile Liability

Combined Single Limit of \$ 2,000,000

3. Additional Insureds

The following shall be named as Additional Insureds in the Contractor's Comprehensive General Liability Insurance Policy:

- (a)** The City, the City of Fort Lupton, Colorado;
- 1.** The Contractor's Comprehensive General Liability Insurance Policy shall include completed operations insurance and premises/operations insurance. All of the insurance policies so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been sent to the City by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work.

4. Property Insurance

The Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof. This insurance shall be the completed value form, shall include the interests of the City, the Contractor, Subcontractors, all of whom shall be listed as insured or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "at risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property including but not limited to fees and charges of engineers, architects, attorneys, and other professionals. If not covered under the "all risk" insurance, the Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an application for payment.

**PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and _____ (hereinafter "CONTRACTOR").

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

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

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and conditions of contract set forth in the City's original request for proposal documents and the scope of work set forth in **Exhibit A**. Contractor's response to request for proposal is attached hereto as **Exhibit B**. 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 Contractor, the parties specifically agree the terms of this Public Works Agreement and Exhibit A shall control.

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

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of \$_____, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion, including completion by the Contractor of any punch-list items as determined by the City and execution of any releases by Contractor deemed necessary by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** No change orders shall be allowed on this project unless with written approval of the City. The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No

change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Contractor in writing, that lawful appropriations to cover the costs of this additional work has been made. No Change Order work shall be allowed unless approved in writing by City.

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

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. Contractor'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 Contractor 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 CONTRACTOR, THE PARTIES SPECIFICALLY AGREE THE TERMS OF THIS PUBLIC WORKS AGREEMENT AND EXHIBIT A SHALL CONTROL.***

1. **TERMINATION.** Services may be terminated by City or Contractor 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 Contractor for work performed after the notice or that was not otherwise completed and approved by the City. The City may terminate this Contractor Agreement without cause with thirty (30) days' written notice. City shall pay Contractor for any services performed, completed and approved in writing by the City prior to the date of the notice to terminate for convenience.

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

9. **GOVERNING LAW.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this

Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

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

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

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

1. **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.

13. **INDEMNIFICATION BY CONTRACTOR.** 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 Contractor or its contractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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

EXECUTED THIS _____ DAY OF _____, 2025

CITY OF FORT LUPTON, COLORADO

BY: Zo Hubbard
TITLE: Mayor

CONTRACTOR:

BY: _____
TITLE: _____



City of Fort Lupton Public Works Department

Roy Vestal, P.E.
Public Works Director
130 S. McKinley Avenue
Fort Lupton, Colorado 80621

Office: 303-857-6694
Fax: 303-857-0351
e-mail: rvestal@fortluptonco.gov
www.fortluptonco.gov

Date: August 5, 2025

To: All Bidders

RE: City of Fort Lupton – 2025 Columbarium

From: Roy Vestal, P.E, City Engineer

This Addendum includes:

- PreBid Meeting Minutes / Attendees
- Photograph of existing rosettes



City of Fort Lupton – Columbarium

Date:	August 1, 2025	Project No. FTL2025-014
Subject:	Pre Bid Meeting Minutes	RFP_F-RV-0000000077

OWNER: City of Fort Lupton

ENGINEER: City Engineer

- **Representatives Sign In:** (See sign in sheet)

ATTENDING:

Public Works Director – Roy Vestal
Engineer Project Manager – Monroe Peck
Construction Inspector Supervisor – Charlie Miller
City Clerk – Mari Peña
Executive Assistant – Amber Phillips

Sign In Attendance

Rashma Sehdev & Minling Feng Columbarium USA & Sunset Memorial & Stone.
rashma@sunsetstone.com minling@sunsetstone.com

Ganesh Muruganantham Monument Warehouse gm@monumentwarehouse.com
Monument Warehouse 1551 Mineral Springs Rd, Elberton GA 30635

BID SUBMITTAL – 3 copies

- Proposal format

Submittal due at City Hall 2:00 PM August 22, 2025 (Friday)

Roy Vestal (RV): This is our pre bid conference for the columbarium project for 2025. I am Roy Vestal, Public Works Director. This project is being run by the City. Make sure you sign-in in the chat box. For the bid submittal, we would like three copies please.

Licenses and Permits

- Contractor's License required by the City for installation contractor/subcontractor

Project Schedule

- **22 August 2025 – Bid Opening 2:00 pm MST**
- 2 September - Council Approval
- 3 September – Send Notice of Award to Contractor with Agreement documents
- 18 September – Agreement returned by Contractor with Bonds / Insurance
- 20 September – Issue Notice To Proceed with executed contract
- Provide schedule for delivery and installation

RV: In the proposal format that was with the submittal announcement, the submittal is due by 2:00 pm on August 22, 2025. That is three weeks from now I believe. The contractor who installs will have to have a contractor license with the City, its easy to obtain.

The schedule is **22nd of August** is bid opening. 2nd of September is when I will get Council Approval. Notice of Award will go out on the 3rd of September. September 18th is when the agreement is required to be returned back by the contractor with the notice to proceed to go out shortly after that. We will look for a schedule of delivery and installation when you return the contract agreement.

Construction Details

- Staging areas
- Weekday Work hours: 7 AM-5 PM. Saturdays, Sundays and Holidays work allowed only with City Approval of a specific schedule.
- Flexible to work around funerals

RV: Let me share my screen for some video aids. This is the prior columbarium that we have. In 2018 we had the second one installed. Now we are looking for 2 more to fill out our quad. The concrete platform is already there. In 2019 we put that second one in. It matched fairly well with the original and with the process of relearning in 2019 what we did before. This is the maker of the original columbarium (Cold Spring, they did our second one as well. To give you an idea area wise, this is the City of Fort Lupton. Highway 52 coming right through the middle and the cemetery is located on County Road 12. Easy access to get in and out. Any staging that would need to be done would be in the southern part of the cemetery. This is all road base roto mill area here. Columbarium is located up here. It's the two north legs that we will be filling. Last

time they used the access road and were able to crane over and place the columbarium on the south leg.

Anthony Gomez (AG): I think they did it from the east side from the King's side.

Charlie Miller (CM): They had a crane.

AG: We will have to get permission from the King brothers who own it now. I believe that's the way it was done.

RV: That area is a little more stable now. Back when we did it in 2019 the oil field was working on the pad and everything was torn up, but everything's open access now. We will just get permission.

Questions:

Q: How far is the foundation from where we can access it with the crane? What is the approximate distance?

- The farthest one would be about 50-60'.

Q: Will there be an access to get the semi-truck into there?

- I believe last time, and correct me if I am wrong Anthony, they came to access the King property
- I think on the north east corner there is a gate. There used to be. I will have to look and see if there still is.
- Midway on 29 there is the oil compressor pad.
- If the gate is there on the northwest corner that might be where you have to go through.

Q: The access road that you were talking about – would that be a good access for our semi-truck?

- Yes, that distance to the farthest that would be the eastern leg, that's 80'. There are existing graves that you are going over there. The first lift would be 80' and the second lift would be another 50'.
- The furthest is 80' and the closest is 50'?
- Yes.

Q: The doors for the columbarium did you need one in the alter and one in the door?

- It doesn't show a detail of the doors.
- Mari, you are on, is there a plastic door behind the granite, right?
- Yes there is Roy.

Q: Is there a plastic door, granite door, metal door?

- The front face is granite.
- Each door covers two of the niches.
- The plastic doors cover one each.

Q: in the new columbarium would you like to keep the same by using the double door outside and a single door to cover each niche and an interior door?

- Probably to keep it the same.
- I would like to keep it the same.

Q: You mentioned the plastic inner door. Would you consider an aluminum inner door? All of our columbarium have aluminum inner doors with a key so its lockable.

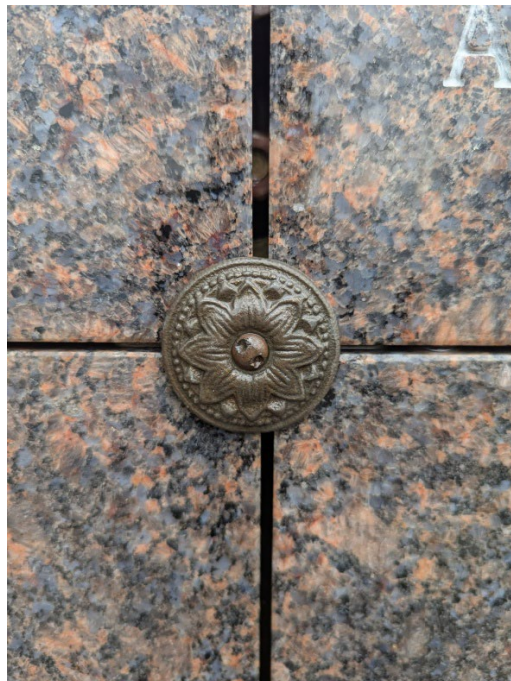
- I think that would be acceptable. It doesn't show. Mari?
- I am ok with that. I have no preference.
- I think that would work too.

Q: I have noticed on page 6 the cap, side walls, and base are using a granite called Rockwell White Polished. Would you accept any alternative colors?

- We are looking to match the original. Or to look like the original. I am assuming the color that they originally specified and we got the second time around is probably specific to their quarry. If you have a stone that presents the same appearance, I think we could look at that.
- You are looking for a very close color?
- Yes.
- That quarry is in the US. - Minnesota

Q: For the rosettes, because I don't have a close-up photo of it, that color looked pretty dark on the first unit. When I did some research online on the second unit, it looks bronze. It looks different. Is there a preference?

- Mari, do you have input on that? We can take a picture and attach it to the addendum.
- That would be helpful.



Q: You talked about the contractor's license. We are going to pre-fabricate the columbarium, bring it there, and install it. What kind of contractor license do you prefer?

- It would be the general contractor's license for construction in the City. The license for the manufacturer of it is not regulated by the City. Whoever is lifting and placing.
- Whoever is doing the work in the City will need a contractor license. Its pretty standard. The information is available on the Planning and Building web page of the City.

Q: Are there any bid bonds or performance bonds required?

- Our standard is, a 5% Bid Bond, 100% Payment Bond and a 100% Performance Bond.

RV: if additional questions come up, please get them to me by Monday the 18th. I will get the last addendum out on the morning of the 19th.

ADDENDUM NO. 1

PROJECT TITLE: 2025 Columbarium

To: ALL BIDDERS Date: August 5, 2025

The purpose of this addendum is:

1. Prebid Meeting Minutes / Sign-in Information
2. Photograph of existing rosettes.

This Addendum must be signed, attested below, and attached to the Bid submitted to the Purchasing Agent or the Bid may be rejected.

By:  _____
City Engineer

ATTEST: _____

BIDDER: _____

Date: _____

Company: _____

Address: _____



City of Fort Lupton Public Works Department

Roy Vestal, P.E.
Public Works Director
130 S. McKinley Avenue
Fort Lupton, Colorado 80621

Office: 303-857-6694
Fax: 303-857-0351
e-mail: rvestal@fortluptonco.gov
www.fortluptonco.gov

Date: August 15, 2025

To: All Bidders

RE: City of Fort Lupton – 2025 Columbarium

From: Roy Vestal, P.E, City Engineer

This Addendum includes:

- Questions Asked
- Photograph of existing stone
- Revision to Bid Content

Questions Asked:

Can we get a higher resolution photo of the “Rockwell White© Polish” and “Cornelian© Polish” colors of the current columbariums? The ones in the bid document are of very low resolution.

See photo included with this addendum for close up of existing stones.

In the provided rosette photo, the rosette appears to be a dark bronze finish. Our standard floral bronze rosette is noticeably brighter (please see the attached photo below). Would you consider this acceptable?

The rosette shown would be acceptable



To better match the new columbarium design with the existing unit, could you please provide the thickness of the current columbarium's roof/cap, sidewalls, and base?

Please reference included shop drawing from previous purchase. Also, photographs with tape measure.

For the 5% bid bond requirement, would the City accept a bank draft as security?

Yes

Bid Documents revision

Proposal contents: add item A.3.

A.3. Provide stone sample for proposed substitution. Minimum 4” by 4”

ADDENDUM NO. 2

PROJECT TITLE: 2025 Columbarium

To: ALL BIDDERS Date: August 15, 2025

The purpose of this addendum is:

1. Prebid Meeting Minutes / Sign-in Information
2. Photograph of existing rosettes.

This Addendum must be signed, attested below, and attached to the Bid submitted to the Purchasing Agent or the Bid may be rejected.

By: _____
City Engineer

ATTEST: _____

BIDDER:

Date: _____

Company: _____

Address: _____



City of Fort Lupton Public Works Department

Roy Vestal, P.E.
Public Works Director
130 S. McKinley Avenue
Fort Lupton, Colorado 80621

Office: 303-857-6694
Fax: 303-857-0351
e-mail: rvestal@fortlupton.org
www.fortlupton.org

Date: January 3, 2019

To: All Bidders

RE: City of Fort Lupton – Historic Park Way Utilities

From: Roy Vestal, P.E, City Engineer

This Addendum includes:

- Questions received to date

1. Questions received

- a. The RFP indicates the base stone is 8 inches thick and presumably both the upper and lower steps would be 4 inches thick. However our representative took some measurements and reports the following dimensions on the base thickness:

Lower step measures 6.5 inches.

Upper step measures 6.25 inches.

I can confirm your field measurements.

Please revise the base description for item #4. On page 4 of the Special Provisions to read "trim with approximately a layered skirt 13 ¼ inches from the foundation concrete, in 2 steps".

The base dimensions do not have to match precisely, but should achieve a similar appearance.

2. Cutoff for questions to be answered is Monday 7 January. Final addendum will be issued January 8 if needed.

ADDENDUM NO. 3

PROJECT TITLE: Columbarium

To: ALL BIDDERS Date: January 3, 2019

The purpose of this addendum is:

- 1. Distribute questions asked and clarification answers.

This Addendum must be signed, attested below, and attached to the Bid submitted to the Purchasing Agent or the Bid may be rejected.

By:  _____
City Engineer

ATTEST: _____

BIDDER: _____

Date: _____
Company: _____
Address: _____

EXHIBIT B



Monument Warehouse LLC ,
1551 Mineral Springs Rd,
Elberton GA 30635

Contact

Ganesh Muruganantham, President
(800) 300-8025 x 3102 gm@monumentwarehouse.com

Proposal - 2025 Columbarium Project - City of Fort Lupton

Proposal highlights

We have proposed 3 options for this Project - Base bids and Bid Upgrade Options
Turnaround time - 6 months to complete the installation from the time of the approval of the shop drawings
Warranty - 5 years - To cover material and manufacturing defects.

Statement - Product Specifications

Material Origin -

Gray Granite similar to Moonlight Gray - Quarry location - China or India
Dakota Mahogany granite similar to Carnelian - Quarry location - South Dakota USA
Country of Manufacture - China / India

Our build

100% natural granite slabs - All the materials inside and out are made out of 100% natural granite. We do not use any artificial materials. Granite is a natural material formed over millions of years. Granite is the second hardest material available next to diamond. Columbariums and Mausoleums constructed out of 100% natural granite have lasted for 100s of years.

We use stainless steel dowel pins and granite epoxy for durability and strength.

We design our Columbarium with an expected lifetime of hundreds of years. All the design elements are incorporated with this long life span.

We do not use aluminum frame construction. Aluminum frame oxidises after a period of time and will compromise the structural integrity of the columbarium construction. Over a period of 30 - 40 years, aluminum when exposed to constant temperature fluctuations and the elements will tend to warp and create cracks in the granite cladding that is attached to the aluminum frame.

We do not use any type of concrete in our Columbarium construction. Concrete when exposed to constant weather and elements will crack and compromise the integrity of the Columbarium.

We are Quarry Direct - We source granite from our own quarries and manufacture in our plants. This ensures strict adherence to quality standards.

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(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

General specifications for all the options based on the bid specifications

- a. 12"x12"x12" niches
- b. The total height maximum 99 inches tall
- c. The total width 35 inches
- d. The total length is 116 inches.
- e. Niche covers are 13" by 13". Four additional granite doors will be provided.
2. The columbarium shall have side to side niches for the placement of urns on both sides of the unit.
3. Niche inside fronts made of Dakota Mahogany similar to Carnelian.
4. The columbarium will be Gray Granite similar to Moonlight Gray Granite trim with 8" skirt (similar to the existing columbarium). Total base dimensions are 119 ½ inches by 37 ½ inches
5. Columbarium will be placed on an existing concrete foundation.
- 5a. Shop drawings will be submitted to the City Engineer for approval prior to construction.
6. The front panels of the columbarium have no visible hardware and the panels are removed by a special tool supplied by us

Additional specifications

48 Niches on each side of the Columbarium - 92 niches on the front and back. Total of 2 Columbariums. Total niches - 192.

Number of doors per niche - 2 granite doors -

1 inner door - Gray Granite similar to Moonlight Gray (Rockville) Granite

1 outer door - Dakota Mahogany Granite similar to Carnelian Granite

Outer side walls - 4" thick solid natural granite

Subbase - 6" thick solid natural granite

Base - 6" thick solid natural granite

Top - 6" thick solid natural granite

Inner walls - Solid natural granite with varying thickness

Included in our deliverables

Design, Construction, Freight to site and installation using cranes hired by us.

All required paperwork, permitting, and bonds.

Not included - The City will provide the following

Onsite work other than installation

Concrete foundation

Landscaping

Access for the semi truck - flat bed

Access for crane

Proposal Base bid - Option 1

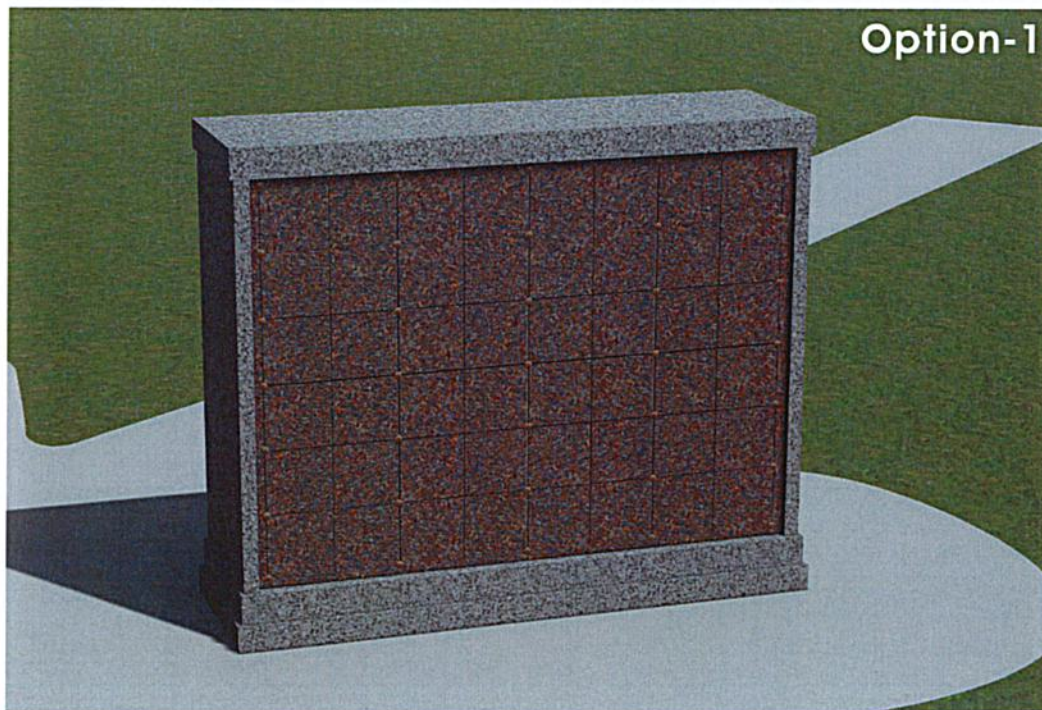
Price - \$87,850.00

This concept is based on the picture of the existing columbariums.
Existing Columbarium pictures show that there is one door for each of the 2 niches.

Based on the shop drawings provided in the addendum and the pictures, we assume that the existing Columbariums are constructed and filled with concrete in the inside and wrapped with Granite on the outside.

Our proposal for this Option 1 will meet the exact dimensions and looks of the current Columbarium with the following differences

1. All granite construction - We do not use concrete, or aluminum for construction.
2. We propose to use granite that will be similar to the existing columbariums, but not the exact granite.
 - a. Granite for the main structure - Gray Granite - This will look similar to Moonlight Gray but not exactly the same. It will resemble the current granite by about 80%
 - b. Granite doors - Granite material in the current columbariums is Carnelian by Cold Springs - Quarried in South Dakota. The Granite doors we propose to use is also quarried in South Dakota and will resemble Carnelian by almost about 90 - 95%



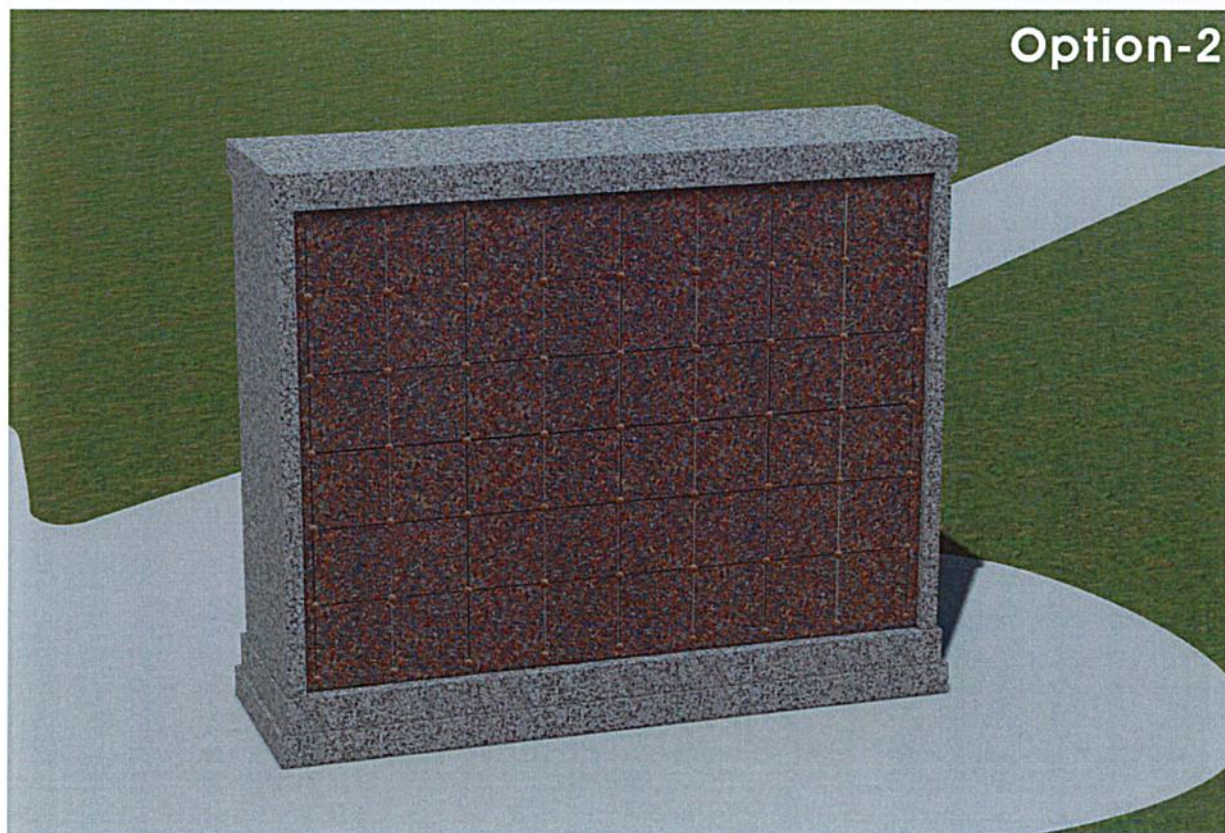
Proposal Base bid - Option 2

Price - \$87,850.00

This concept is based on the bid specifications and shop drawings and similar to Base bid Option 1 with just one change - Each niche will have one inner granite door and one separate outer granite door. Each one of the outer doors will be anchored using a bronze rosette.

Our proposal for this Option 1 will meet the exact dimensions and looks of the current Columbarium with the following differences

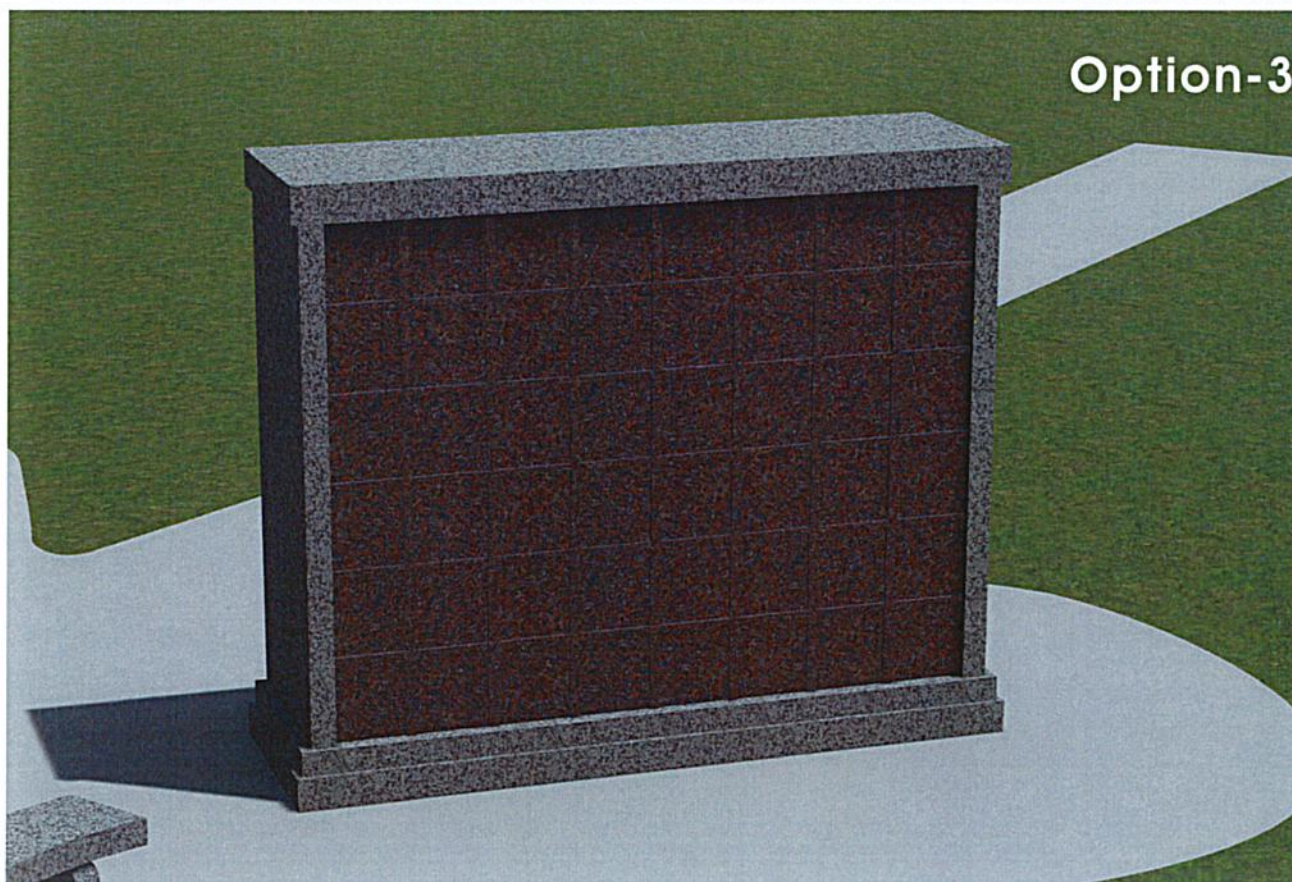
3. All granite construction - We do not use concrete, or aluminum for construction.
4. We propose to use granite that will be similar to the existing columbariums, but not the exact granite.
 - a. Granite for the main structure - Gray Granite - This will look similar to Moonlight Gray but not exactly the same. It will resemble the current granite by about 80%
 - b. Granite doors - Granite material in the current columbariums is Carnelian by Cold Springs - Quarried in South Dakota. The Granite doors we propose to use is also quarried in South Dakota and will resemble Carnelian by almost about 90 - 95%



Price - \$102,400.00

This concept is based on the bid specifications and shop drawings with following changes
Unlike the design construction that are used in Concrete columbariums or aluminum construction columbariums, 100% Granite construction allows the following enhancements.

1. We propose not to use a double door that covers 2 niches. Rather we propose to use one door per niche. I make the door easy to handle and also eliminates the inconvenience of opening a second niche every time to access a niche.
2. We propose to use a design that allows the doors to be secured in the granite body slots without having a need for any additional hardware like bronze rosettes. This allows ease of access and maintenance. There is no need to remove multiple doors to access one niche. More importantly this is a fail proof system compared to threaded access that may lock in the threads because of oxidization. It sometimes is very difficult to remove the threaded rosettes. Our design of slide-in doors ensures easy access at any time.
3. We propose to use Mahogany granite dividers so that it will mesh with the doors and provide the same look as the current columbariums and without the hassles of the accessories and fasteners.



Proposal Upgrade - Option 3-1

Price - \$111,700.00

This option is a derivative of the Option 3 with the following enhancements.

A cremation garden is a place where people come to reflect upon the memories of their loved ones. A collection of columbariums will only be complete when there is a place for the visitors to sit and reflect in peace. This option proposes the use of (3) Granite benches for seating. The Granite benches are curved to match the curve of the existing concrete pad and create an aesthetically pleasing appearance. We also propose to use a planter in the middle to add life to the granite structures.



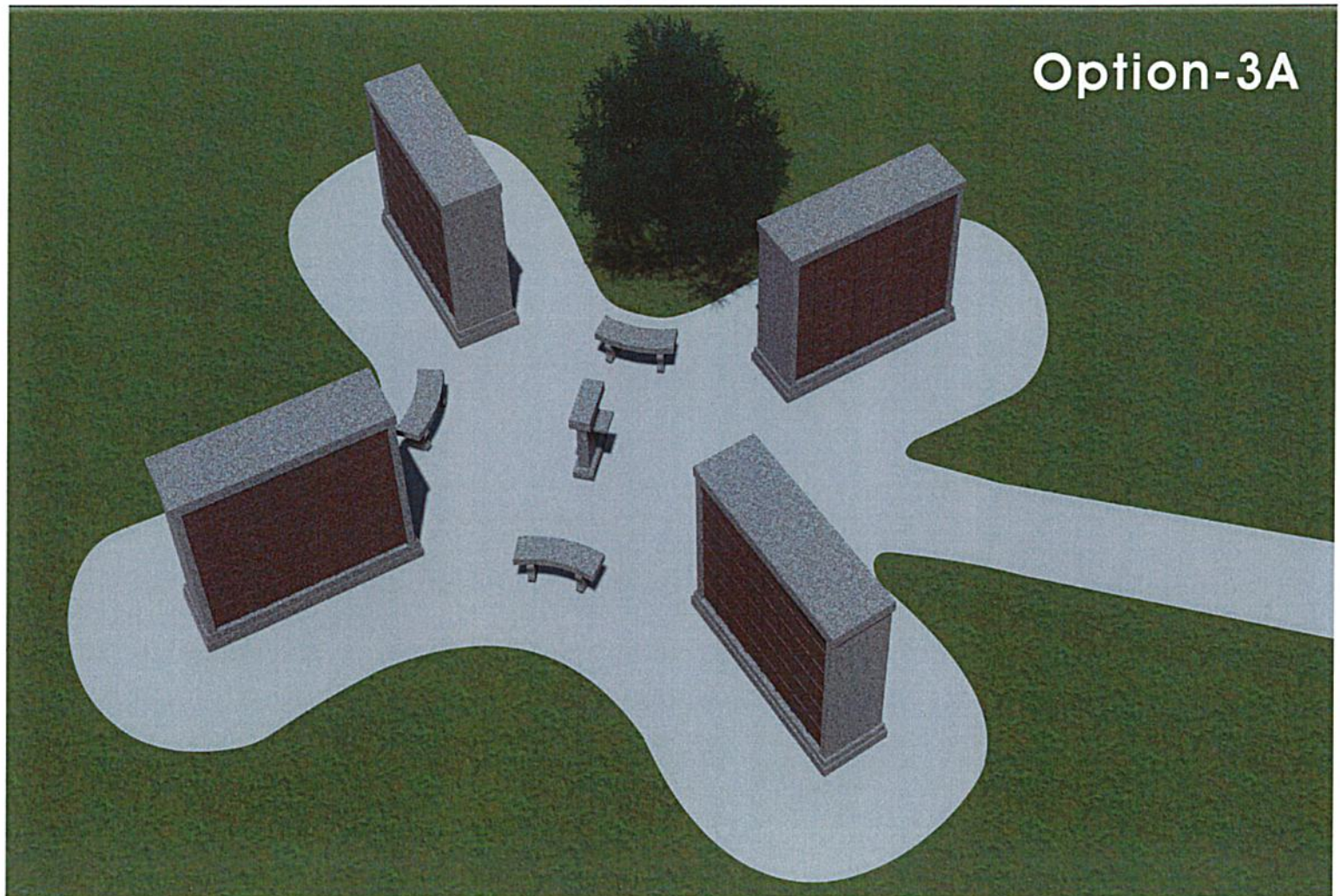
Proposal Upgrade - Option 3-A

Price - \$111,700.00

This option is a derivative of the Option 3 with the following enhancements.

A cremation garden is a place where people come to reflect upon the memories of their loved ones. A collection of columbariums will only be complete when there is a place for the visitors to sit and reflect in peace. This option proposes the use of Granite benches for seating. The Granite benches are curved to match the curve of the existing concrete pad and create an aesthetically pleasing appearance.

We also propose to use a podium that could be used during the memorial services and dedications. This podium allows space for a person to speak and also display the urn during the memorial services before the interment.



Option-1



96 -NICHE COLUMBARIUM

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Option-1

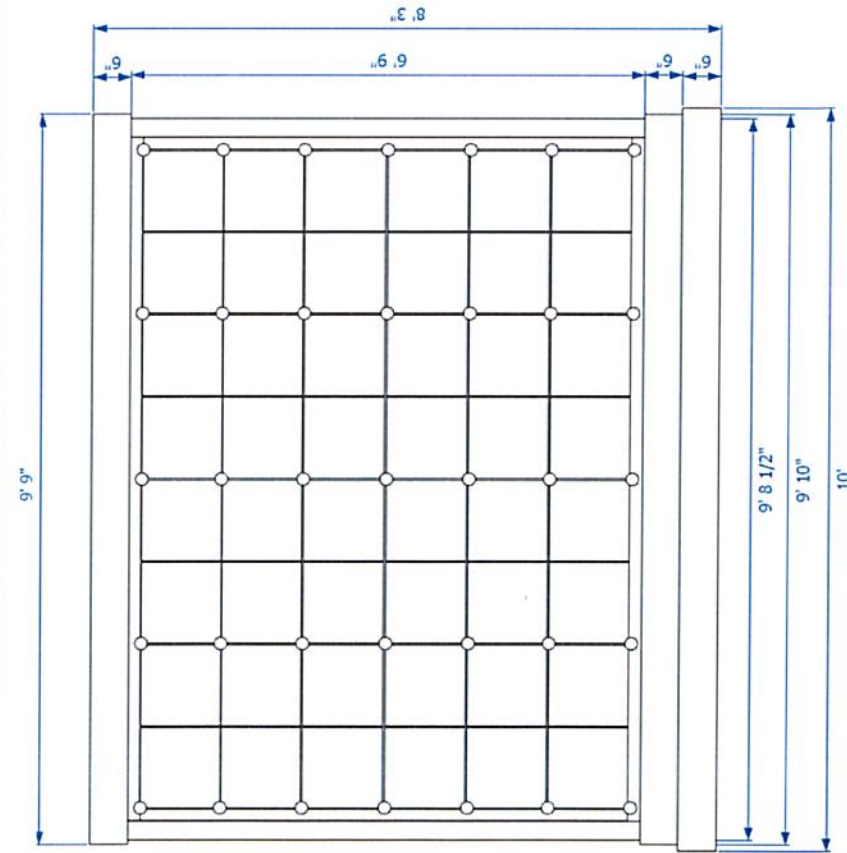
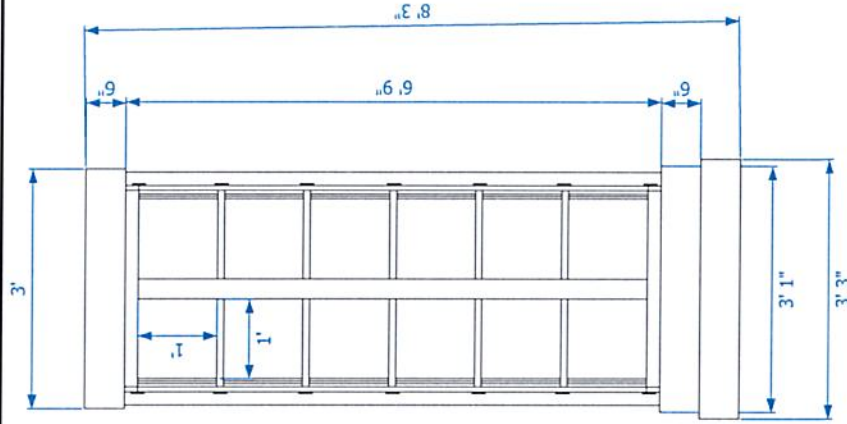
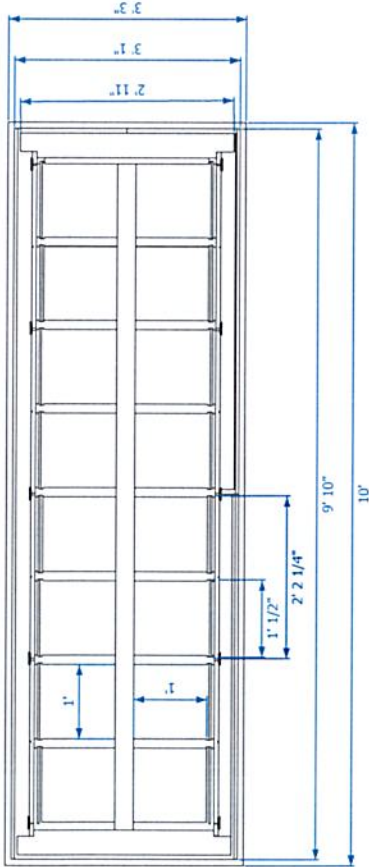


96 -NICHE COLUMBARIUM



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Elberton GA 30635
(800)-300-8025

Option-1



96 -NICHE COLUMBARIUM LINE DRAWING

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(800)-300-8025



Option-2



96 -NICHE COLUMBARIUM



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Option-2



96 -NICHE COLUMBARIUM



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Option-3



96 -NICHE COLUMBARIUM



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Option-3A



96 -NICHE COLUMBARIUM

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(800)-300-8025



Option-3

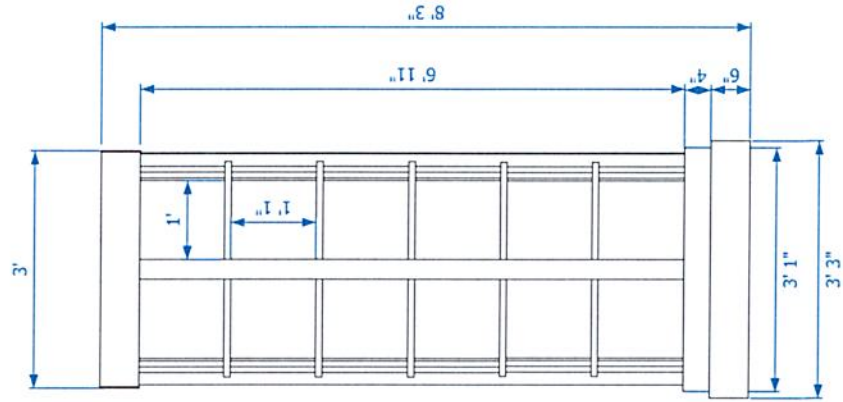
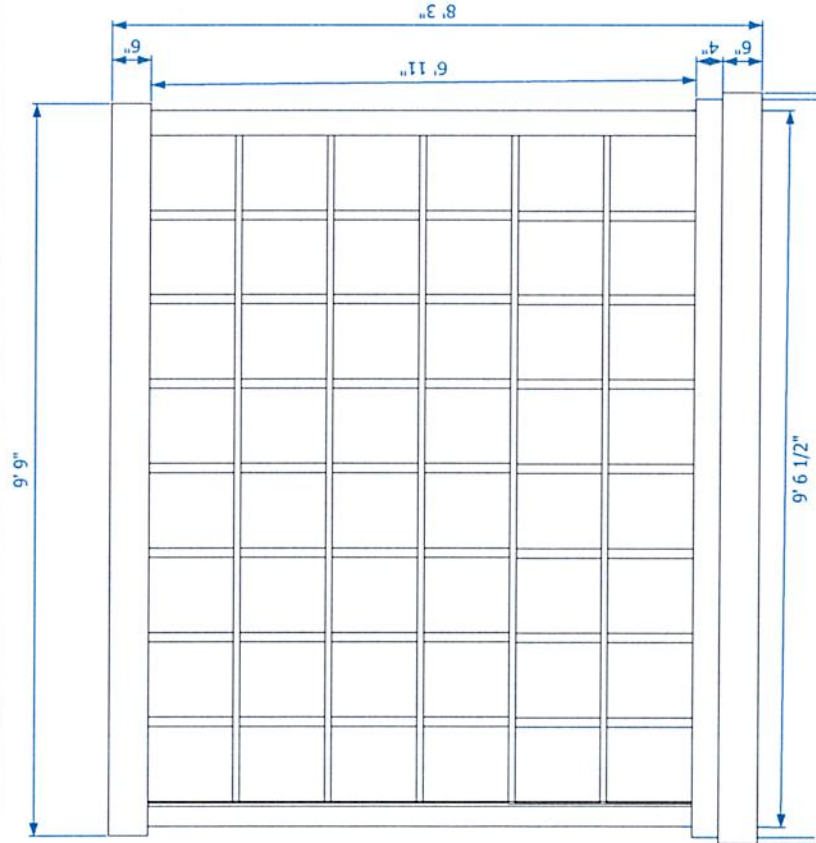
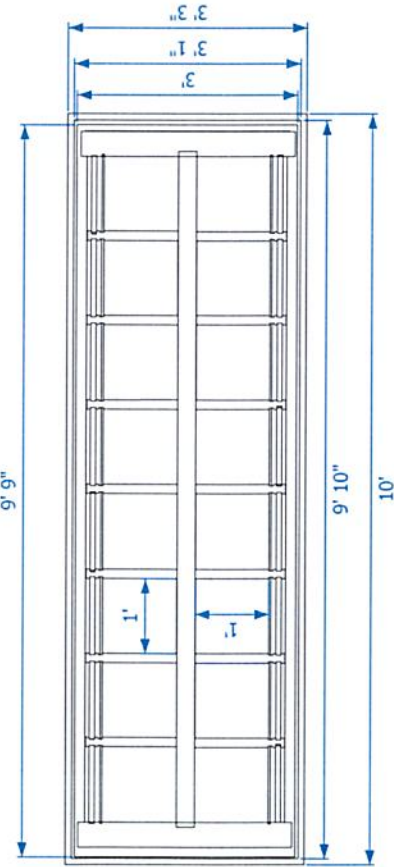


96 -NICHE COLUMBARIUM



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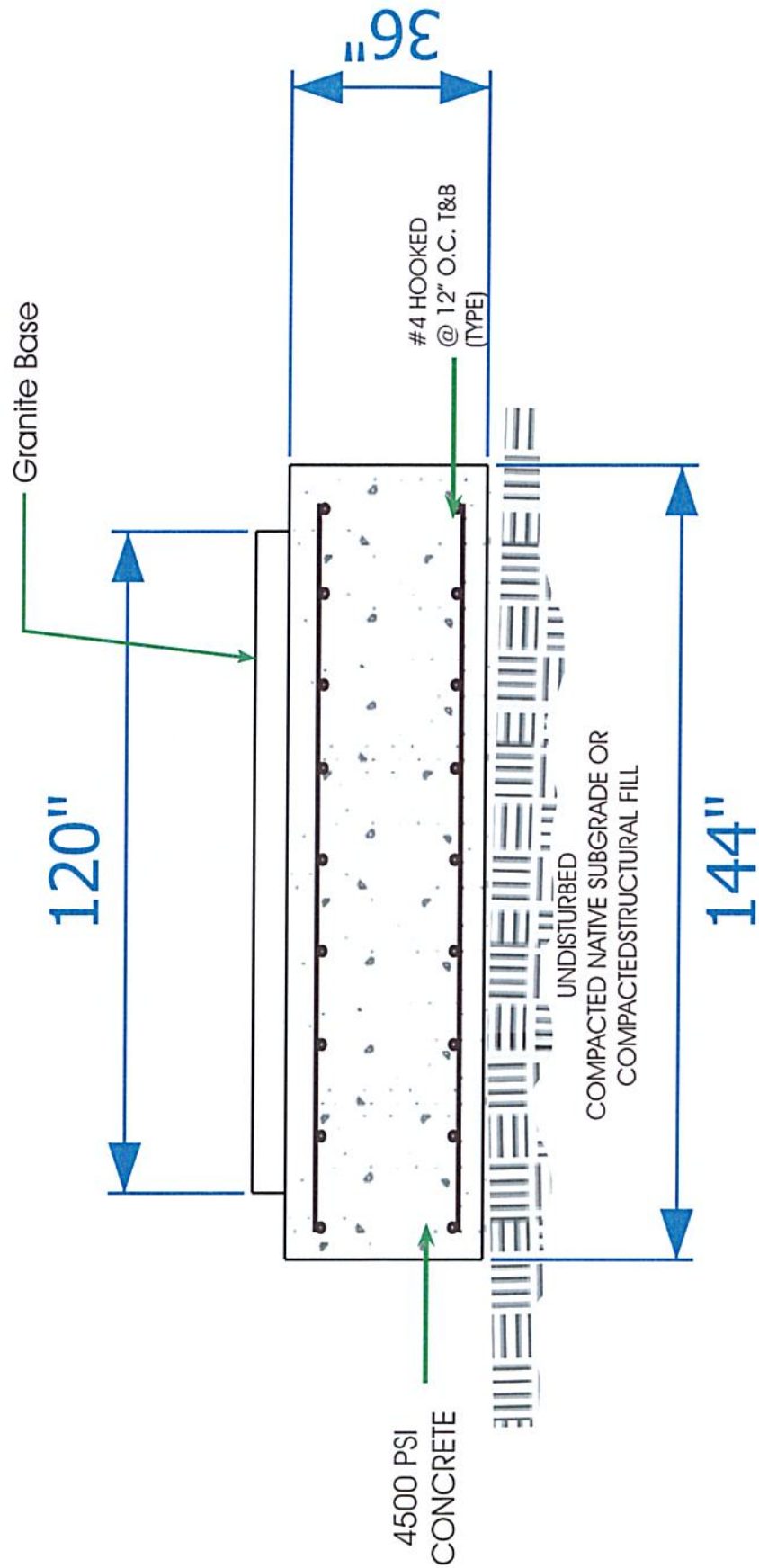
Option-3



96 -NICHE COLUMBARIUM LINE DRAWING

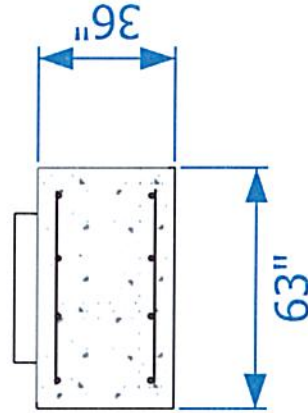
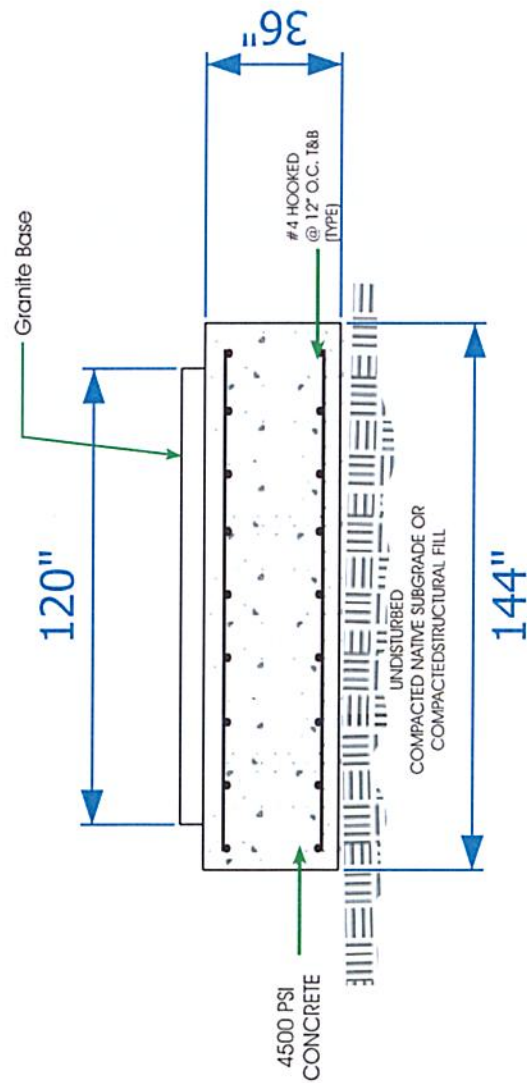
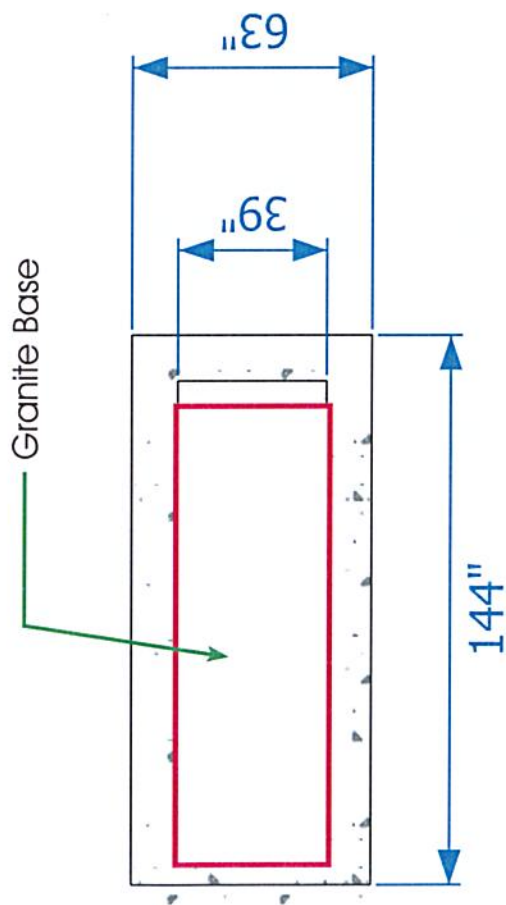


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96 -NICHE COLUMBARIUM FOUNDATION DRAWING

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96-NICHE COLUMBARIUM FOUNDATION DRAWING

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Monument Warehouse, LLC
1551 Mineral Springs Road, Elberton, GA 30635

as Principal, hereinafter called the Principal, and Great Midwest Insurance Company
800 Gessner, Suite 600, Houston, TX 77024

a corporation duly organized under the laws of the State of TX
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fort Lupton, Colorado
130 South McKinley Avenue, Fort Lupton, CO 80621

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

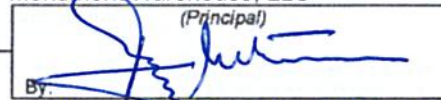
WHEREAS, the Principal has submitted a bid for 2025 Columbarium Project

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 22nd day of August, 2025

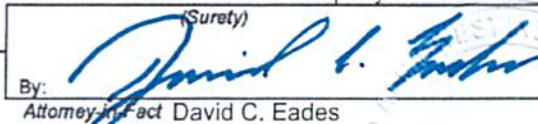

(Witness)

Monument Warehouse, LLC


By: GANESH MURUGANATHAN (Principal) (Seal) President (Title)


Avery C. Kermer (Witness)

Great Midwest Insurance Company


By: David C. Eades (Surety) (Seal) Attorney-in-Fact (Title)

CONCEPT TO COMPLETION - ALL UNDER ONE ROOF
QUARRY DIRECT - FROM OUR QUARRIES TO YOU

At Monument Warehouse we are fortunate to work with materials that are larger than life, permanent, long lasting, and help create work of art that is meaningful for years and generations to come by. We have over 45 years experience in the granite industry. We have manufactured and completed Columbarium projects directly through our inhouse team and indirectly through our network of dealers nationwide.

Highlights

Scope of work

City Columbarium - City of Fort Lupton, Colorado

All Granite Construction

All our Columbariums are made out of 100% natural granite including all the exterior and interior walls, and the doors. We utilize stainless steel, bronze and porcelain for artistic accessories

We have worked with several local government agencies for their Cemetery Columbarium needs.

We have completed work at Pineywood Cemetery in Winter Park FL, Bryan City Cemetery in Bryan TX, Orange County Veterans cemetery in Goshen NY, City of Clermont FL cemetery, and Couch Cemetery, Marshfield MA.

We just completed (Aug 12, 2025) a Cremation Garden project for the City of West Jordan in Utah. Please refer to our past projects for more information.

I will be glad to provide you with any additional information.

Sincerely,

Ganesh Muruganantham
President
Monument Warehouse LLC
(706) 567-0197

Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

Monument Warehouse LLC ,
1551 Mineral Springs Rd,
Elberton GA 30635



Contact

Ganesh Muruganantham, President
(800) 300-8025 x 3102 gm@monumentwarehouse.com

Reference

FEIN: 27-1740331
DUNS: 053139750
Entity: Georgia LLC

Unique Entity ID: ZA4MNCZDJG87
Cage: 88ZQ2
Date formed: Jan 21, 2010

We are a Quarrier, Manufacturer, Designer and Builder of lasting, and meaningful work of art in Granite, Marble, Porcelain, Bronze, and Stainless steel. From the quarry to installation, and concept to completion we do it all.

With over 250,000 square feet of built-up area, our own worldwide manufacturing and distribution facilities specialize in crafting monuments and memorials. Based out of Elberton GA - "The granite capital of the world", we build memorials that are larger than life and often the best tribute that anyone could have built. We are engineers, builders, craftsmen, designers, artists, sculptors, stone masons, graphics designers, CAD draftsmen with decades of expertise in building memorials. We operate our own quarries and factories that manufacture the monuments. We use our own infrastructure for a seamless integration of the entire supply chain. This allows us to have complete control over the quality of the process.



Above all we are driven by passion - Passion to make a difference in our own unique ways.

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(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

We have over 750 wholesale customers in the monument industry - Retail monument dealers, funeral homes, and cemeteries. Apart from wholesale, we work with veterans organizations, government agencies and independent organizations to help design and build large civic memorials, war memorials and memorial parks consisting of monuments, cremation gardens, benches, statues, pavers, utilities for lighting, acoustics, water and fire features.

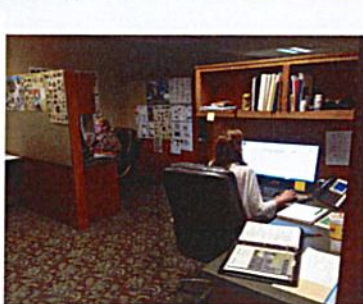
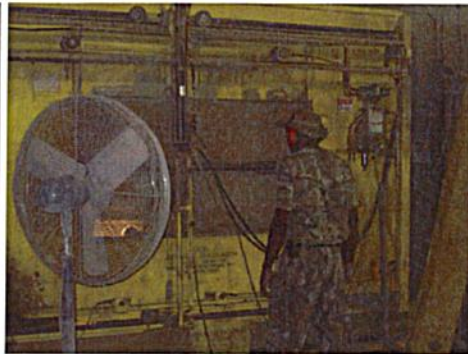
Highlight

Quarry Direct - From the Quarries to the installation - We are one single source
Infrastructure - Own quarries, factories worldwide with over half a million square feet of manufacturing infrastructure. About 350,000 square feet of production and warehousing space in India and about 200,000 square feet of production and distribution facilities in Georgia and Indiana.
Design capabilities - In house CAD/CAM department with experience in modern drafting and manufacturing software and tools.

Current line of business

We design, manufacture, engrave and distribute granite monuments for funeral homes, cemeteries, and monument dealers nationwide. We build cremation gardens with Columbarium niches. We help create meaningful civic monuments, memorial plazas and architectural art projects by working with Federal, state and city government agencies and various veterans organizations.

Pictures of our facility





Our approach

We have been in the monument building business for over 45 years. Building Columbariums and Cremation gardens are our speciality. We have a portfolio of columbarium designs that you can choose and enhance or create a unique design from scratch.

Unlike a general construction design and build company we know what it takes to design and build a Columbarium in a cremation garden setting. Our design, construction philosophy stems from the idea that the life of this project is not counted in just years, but rather in hundreds of years. We use only the materials that withstand the elements of nature. Granite, stainless steel, porcelain and bronze are the only materials we use.

Our design and build process has evolved over the years. We have brought the process to almost perfection. We do not anticipate any issues that will compromise on the delivery or quality of the project.

Our emphasis is on quality, preparation and timely delivery. Most of our design, manufacturing and building happens at our factories. We preassemble the Columbariums at the factory. This helps us eliminate substantially the need for onsite work.

Quality control

Based on our experience, we have created a detailed quality control and inspection process right from the quarry and through the manufacturing and installation. For example the granite slabs used in the construction of the Columbariums are not just anchored using granite epoxy. We use stainless steel dowel rods to reinforce the joints. We use 4000 PSI concrete for foundation work. All our foundations are at least as deep as the frost line.

Track record delivering projects with minimal change orders

All our past Columbarium and Cremation garden projects were executed with zero change orders. We factor in all the costs and provide a firm pricing before finalizing the contract. We do not deviate from the contracted pricing. We take pride in being a reliable vendor that will not nickel and dime a project.

Experience with regulatory bodies

Almost all our government contracts for Columbariums require constant interaction with regulatory bodies, committees and inspectors. For example the cremation garden project at the Pineywood Cemetery in Winter Park FL required multiple interactions with the design review committee, city authorities in the planning department and cemetery managers. We are able to provide successful interaction based on our expertise in this industry.

Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

REFERENCES AND PROJECTS DONE BY US

456 niche and Ossuary Cremation Garden City Cemetery
City of West Jordan West Jordan UT
Dave Naylor - (801) 569-5703 Dave.Naylor@westjordan.utah.gov

Completion Aug. 2025



REFERENCES AND PROJECTS DONE BY US

Columbarium Niches Rosehill Cemetery
City of Kissimmee Kissimmee FL
John Vandevere - (561) 212-1434
John.Vandevere@kissimmee.gov

Completion May. 2025



Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

REFERENCES AND PROJECTS DONE BY US

Old Center Cemetery
City of Deerfield Deerfield NH
Jenny Lynn Wellington
jennylynnwellington@gmail.com

Completion July 2024



Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

REFERENCES AND PROJECTS DONE BY US

610 niche Cremation Garden Pineywood Cemetery

City of Winter Park Winter Park FL

Michael Webb - 407.599.3252 mwebb@cityofwinterpark.org

Completion Sept. 2023



This cremation garden project consists of a central hexagonal columbarium with peripheral custom design niche walls. The cremation garden has granite benches. Patio for the complete area is done with solid granite pavers.

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(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

REFERENCES AND PROJECTS DONE BY US



Orange County Veterans Cemetery
Orange County Veterans Cemetery Goshen NY
David L Andryshak 845-291-2470 DAndryshak@orangecountygov.com

Completion Sept. 2023



Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

REFERENCES AND PROJECTS DONE BY US

Bryan City Cemetery Columbariums

Bryan City Cemetery Bryan TX

Marcus Walker (979)209-5522 mwalker@bryantx.gov



Warehouse

Completion Sept. 2023

Duration 6 Months



Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

REFERENCES AND PROJECTS DONE BY US

Three Columbarium with 80 niches for Rose Hill Cemetery

City of Idaho Falls Parks Office Rose Hill Cemetery
2355 Rollandet Ave Idaho Falls ID 83402

Duration 9 months

Scotty Davis Cemetery Sexton City of Idaho Falls
EMAIL: SDavis@idahofallsidaho.gov Phone: (208) 612-8488



Gray granite Columbarium with black doors - 100% all natural granite construction. 80 niche - double side columbarium

REFERENCES AND PROJECTS DONE BY US

Construction of double sided Columbarium with benches

Completion OCT 2022

City of Clermont Procurement Services Department, 685 West
Montrose Street, 2nd Floor, Clermont, FL 34711

Duration 10 months

Freddy Suarez Procurement Services Director

EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350



This is a Gray granite with black door Columbarium - 100% all natural granite. 48 niche - Double side. Matching granite Curved seat benches are a part of the Columbarium set.

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REFERENCES AND PROJECTS DONE BY US

Couch Cemetery - Town of Marshfield - Marshfield MA Phase 2

Completion Aug. 2022

DPW/Engineering Department 870 Moraine Street Marshfield, MA 02050

Duration 12 Months

Tom Molinari Engineer (781) 834-5561 tmolinari@townofmarshfield.org

This granite cremation niche columbarium is a part of the cremation garden project that is done for the Town of Marshfield.



This is the final phase of this project. 3 additional 96 niche columbariums were added to the existing columbariums. We have already supplied 2 Columbarium niches as a part of phase 1.

REFERENCES AND PROJECTS DONE BY US

Couch Cemetery - Town of Marshfield - Marshfield MA Phase I

Completion Aug. 2020

DPW/Engineering Department 870 Moraine Street Marshfield, MA 02050

Duration 6 Months

Tom Molinari Engineer (781) 834-5561 tmolinari@townofmarshfield.org

This granite cremation niche columbarium is a part of the cremation garden project that is done for the Town of Marshfield.



This is a 456 niche columbarium cremation garden made out of 100% natural granite. Scope - Design and construction of community columbarium

Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

2:00 PM

Page 181 of 182



SUBJECT FOR DISCUSSION

Presentation of the 2026-Requested Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Presentation of the 2026 Requested Budget on October 7, 2025 meeting the October 15th deadline defined in Colorado Revised Statutes.

The requested budget will be reviewed and amended by Council at 8:00 am, October 18, 2025 in the council chambers at 130 S McKinley Avenue, Fort Lupton, CO 80621.

The 2025 Requested Budget will be available on the City's website www.fortluptonco.gov. Hardcopies are available on request. Contact:

Fort Lupton Finance Department
130 S McKinley Avenue
Fort Lupton, CO 80621

Or

Emailed: AP@FortLuptonCO.gov

FINANCIAL CONSIDERATIONS

None

LEGAL/POLITICAL CONSIDERATIONS

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date