



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, October 21, 2025
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. October 21, 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. October 7, 2025 City Council Meeting Minutes**
- b. AM 2025-140 Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates to the Youth Advisory Committee for a Term Ending August 31, 2026**
- c. AM 2025-141 Approving a Resolution Ratifying the Appointment of Certain Nominees to the Board of Trustees of the High Plains Library Board**
- d. AM 2025-147 Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates to the Community Engagement Ad-Hoc Advisory Committee and Designating the City Liaison and Ex-Officio for the Committee**
- e. AM 2025-142 Approving the Construction Deposit Agreement from United Power to Proceed with Installing Electric Service to the New City Hall Facility for an Estimated Cost of \$119,271.54**
- f. AM 2025-145 Approving the Mayor's Signature for a Construction Deposit Agreement and Payment of the Estimated Cost Deposit of \$79,219.02 to United Power for Electrical Service Upgrade at the Wastewater Treatment Plant for the Lift Station Project from the Utility Fund**
- g. AM 2025-143 Approving the Purchase of 4 Dell PowerEdge R660 Servers for an Amount Not to Exceed \$40,423.40, Allocated from the Capital Project Fund**
- h. AM 2025-148 Approving a Resolution of the City of Fort Lupton Waiving the \$25.00 Fee for Business License Renewal Applications Through December 31, 2025**

Action Memorandum

- a. AM 2025-144 Approve Locate Agreement with BIF IV Intrepid OpCo LLC (Intrepid Fiber) for Added Location Services Related to Fiber Installation**

- b. AM 2025-138 Approve Locate Agreement with Ripple Fiber for Added Location Services Related to Fiber Installation
- c. AM 2025-146 Accepting a Bid Proposal from Ayres Associates Inc. to Serve as the Consultant Firm to Develop a Housing Needs Assessment for an Amount Not to Exceed \$65,410.00, Allocated from the General Fund

Staff Reports

Mayor/Council Reports

Future City Events

- a. October 31, 2025 Trick-or-Treat Street, Denver Ave. & 4th Street, 4:00 p.m. - 6:00 p.m.
November 5, 2025 Coffee with a Cop, Fort Lupton Recreation Center, 203 S. Harrison Ave. 8 a.m. - 9 a.m.
November 11, 2025 Veteran's Day, City Offices will be closed
December 6, 2025 Cookies & Cocoa with Santa, Library, 370 S. Rollie Ave.

Upcoming Meetings

- a. 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.
November 12, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
November 18, 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: 10/08/2025 - 10/21/2025

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						
003934	ALPINE CIVIL CONSTRUCTION INC	10/14/2025	Regular	0.00	17,524.00	108810
100325	Invoice	10/03/2025	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
2025-31.1	Invoice	10/07/2025	Water and Swere stub out on Front 9	0.00	16,024.00	
000108	AUSMUS LAW FIRM PC	10/14/2025	Regular	0.00	7,700.00	108811
9695	Invoice	10/01/2025	GF-2025 City Attorney Services-Legal	0.00	6,500.00	
9702	Invoice	10/01/2025	GF-PROSECUTION SERVICES FOR OCTOBER...	0.00	1,200.00	
000160	BREAKTHRU BEVERAGE COLORADO	10/14/2025	Regular	0.00	655.02	108812
123616935	Invoice	10/02/2025	GOLF-BEVERAGES-PRO SHOP	0.00	571.02	
123616936	Invoice	10/02/2025	GOLF-BEVERAGES-PRO SHOP	0.00	84.00	
000183	CALLAWAY GOLF SALES COMPANY	10/14/2025	Regular	0.00	2,195.52	108813
941279606	Invoice	10/02/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	2,195.52	
000307	COMCAST CABLE COMM, LLC	10/14/2025	Regular	0.00	178.65	108814
0116038 OCT25	Invoice	10/01/2025	REC-OCTOBER 2025 PHONE SERVICE-REC ...	0.00	178.65	
003925	DESIGN WORKSHOP, INC	10/14/2025	Regular	0.00	3,149.06	108815
0082785	Invoice	10/06/2025	GF-PARKS & TRAILS MASTER PLAN-PARKS	0.00	3,149.06	
000506	FORT LUPTON FIRE PROT DIST	10/14/2025	Regular	0.00	24,877.85	108816
1195	Invoice	10/02/2025	GF-Fire Dept Impact Fees - New City Hall	0.00	24,877.85	
002143	GREEN CO2 SYSTEMS	10/14/2025	Regular	0.00	740.95	108817
00388888	Invoice	10/02/2025	REC-POOL CO2-REC CENTER	0.00	237.86	
02106494	Invoice	10/01/2025	REC-OCTOBER 2025 CO2 PAYMENT-REC C...	0.00	330.31	
02107146	Invoice	10/01/2025	GF-OCTOBER 2025 CO2 PAYMENT-PARKS	0.00	172.78	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI	10/14/2025	Regular	0.00	185.00	108818
25	Invoice	09/28/2025	REC-MONTHLY NURSE CONSULTATION-RE...	0.00	185.00	
000567	HIGH COUNTRY BEVERAGE CORP	10/14/2025	Regular	0.00	614.20	108819
W-7214827	Invoice	10/06/2025	GOLF-BEVERAGES-PRO SHOP	0.00	614.20	
003933	HIGH COUNTRY CATERING, LLC	10/14/2025	Regular	0.00	750.00	108820
2612	Invoice	10/01/2025	GF-APPRECIATION LUNCHEON FOR STAFF,...	0.00	750.00	
003120	HUDSON LOCKERS, INC	10/14/2025	Regular	0.00	165.00	108821
569	Invoice	10/03/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	165.00	
003602	HYDROPLUS	10/14/2025	Regular	0.00	435.00	108822
3-242372-4	Invoice	10/06/2025	GOLF-KITCHEN EXHAUST CLEANING-PRO ...	0.00	435.00	
003937	JAMES L WRIGHT JR	10/14/2025	Regular	0.00	120.00	108823
77888	Invoice	10/07/2025	CPR-MAJIC SHOW FOR SENIOR LUNCH-SEN...	0.00	120.00	
003936	JC-SERVICES LLC	10/14/2025	Regular	0.00	5,800.00	108824
622	Invoice	10/06/2025	GOLF-NEW CANTILEVER GATE INSTALLATI...	0.00	5,800.00	
003935	JESSICA HOLBROOK	10/14/2025	Regular	0.00	40.00	108825
2007872.001	Invoice	09/25/2025	REC-REFUND FOR TEEN TRIP-	0.00	40.00	
003577	JR ENGINEERING LLC	10/14/2025	Regular	0.00	3,986.00	108826
87552	Invoice	09/30/2025	SST-HWY 52 & COLLEGE AVE PROJECT DES...	0.00	3,986.00	
003928	KAREN J GALINDO	10/14/2025	Regular	0.00	70.00	108827
2007871.001	Invoice	09/25/2025	REC-REFUND FOR TEEN TRIP-	0.00	70.00	

Council Check Report

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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	
000780	MCGRANE WATER ENGINEERING LLC	10/14/2025	Regular	0.00	15,027.50	108828
FTL (LLAKE)-02	Invoice	10/06/2025	WST-LAGOON ENGINEERING-WATER	0.00	15,027.50	
001643	PROCEDURE INC	10/14/2025	Regular	0.00	49,215.78	108829
2529218	Invoice	09/30/2025	GF-PLAN REVIEWS, PERMITS, INSP FEES-B...	0.00	49,215.78	
002265	QUADIENT FINANCE USA INC	10/14/2025	Regular	0.00	523.00	108830
80877446 AUG-S...	Invoice	09/26/2025	GF-POSTAGE RECHARGES FOR AUGUST 25...	0.00	523.00	
002082	QUALITY WELL AND PUMP	10/14/2025	Regular	0.00	18,115.93	108831
2025-5058	Invoice	10/07/2025	Perry Pit Meters / VFD repairs	0.00	18,115.93	
000933	R&R PRODUCTS INC	10/14/2025	Regular	0.00	178.90	108832
CD3083461	Invoice	10/02/2025	GOLF-BALL JOINT, SEAL, LOCKNUT-MAINT	0.00	178.90	
001529	ROCKY MOUNTAIN PUMP & CONTROLS LLC	10/14/2025	Regular	0.00	876.50	108833
4437	Invoice	10/01/2025	GOLF-REPAIRS, PARTS-MAINT	0.00	876.50	
000999	SHAMROCK FOODS COMPANY	10/14/2025	Regular	0.00	1,520.04	108834
10018964	Credit Memo	10/01/2025	GOLF-CREDIT FOR RETURN OF GRND BEEF...	0.00	-82.77	
10073035	Credit Memo	10/01/2025	GOLF-CREDIT FOR RETURN CANDY-PRO S...	0.00	-920.85	
10276437	Credit Memo	10/01/2025	GOLF-CREDIT FOR RETURN OF FLOUR TOR...	0.00	-46.53	
34948141	Invoice	09/25/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	20.37	
34948142	Invoice	09/25/2025	GOLF-FOOD, PRE PACKAGED GOODS-PRO ...	0.00	312.34	
34971428	Invoice	10/02/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	2,134.00	
57500032725001	Invoice	10/01/2025	GOLF-PAPER CUPS-PRO SHOP	0.00	137.80	
9660743	Credit Memo	10/01/2025	GOLF-CREDIT FOR RETURN OF RITZ CRACK...	0.00	-34.32	
001026	SPECIALTY CIGARS, LLC	10/14/2025	Regular	0.00	285.77	108835
US16-41103791	Invoice	09/29/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	285.77	
001040	STERICYCLE	10/14/2025	Regular	0.00	73.78	108836
8012010507	Invoice	09/18/2025	REC-BIOHAZARD-REC CENTER	0.00	73.78	
003803	STREAMLINE HEALTH SERVICES	10/14/2025	Regular	0.00	868.48	108837
7311	Invoice	09/30/2025	REC-LIFEGUARD TRAINING/INSTRUCTOR C...	0.00	868.48	
001064	TAYLORMADE GOLF COMPANY INC	10/14/2025	Regular	0.00	3,073.25	108838
38114224	Invoice	10/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,938.73	
38130626	Invoice	10/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	277.24	
38130670	Invoice	10/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	242.00	
38213475	Invoice	10/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	615.28	
001104	TOSHIBA BUSINESS SOLUTIONS	10/14/2025	Regular	0.00	2,370.00	108839
2356652	Invoice	10/02/2025	GF-INK FOR PRINTER-PLANNING	0.00	2,370.00	
001137	UNITED POWER	10/14/2025	Regular	0.00	570.60	108840
24165100 SEPT25	Invoice	09/30/2025	GF-SEPT 2025 ELECTRIC SERV (SPLASH PAD...	0.00	570.60	
001137	UNITED POWER	10/14/2025	Regular	0.00	56,773.01	108841
10553102 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-EMERG SIREN	0.00	22.72	
1194602 SEP25	Invoice	09/30/2025	GC-SEP25 ELECTRIC-CLUBHOUSE	0.00	957.20	
1195001 SEP25	Invoice	09/30/2025	GC-SEP25 ELECTRIC-PUMP HOUSE	0.00	3,457.11	
1195501 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-WTR TANK&PUMP	0.00	4,863.80	
1195603 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-455 COLLEGE AVE PUMP S...	0.00	540.50	
1195701 SEP25	Invoice	09/30/2025	GC-SEP25 ELECTRIC-MAINT BLDG	0.00	187.02	
1196401 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-WELCOME SIGNS	0.00	36.54	
1207701 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-B&G SPRINKLER CONTROL	0.00	21.24	
1240301 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-SEWER LIFT STA	0.00	72.19	
1241801 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-PEARSON PK BALLFIELD	0.00	3,043.88	
1241903 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-PEARSON PK	0.00	154.72	
1276101 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-WELL #4	0.00	828.15	
1279801 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-SCH SIGNAL	0.00	25.64	
1295501 SEP25	Invoice	09/30/2025	CPR-SEP25 ELEC-MUSEUM	0.00	77.46	

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1296101 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-WELL #5	0.00	43.70	
1302801 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-CITY HALL	0.00	2,326.32	
1302901 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-WELL #1	0.00	110.69	
1316801 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-WELL #3	0.00	792.09	
1322501 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-STREET LIGHTS	0.00	6,778.57	
1360303 SEP25	Invoice	09/30/2025	CEM-SEP25 ELEC-CEMETERY	0.00	32.19	
13842400 SEP25	Invoice	09/30/2025	CPR-SEP25 ELEC-REC SIGN	0.00	49.44	
14427100 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-VERIZON BLDG	0.00	144.97	
15232500 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-TORN SIREN	0.00	21.99	
17149700 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-WCR8 SIGNAL	0.00	59.61	
17761600 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-HERITAGE PARK	0.00	20.18	
17868800 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-LANCASTER SPRINK	0.00	20.00	
18057500 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-S LIFT STATION	0.00	847.23	
18498400 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-WELL#7	0.00	274.61	
18762100 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-LIGHT RECEPTACLES	0.00	20.00	
19545100 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-TERM RES DAM PUMP E	0.00	199.88	
19595600 SEP25	Invoice	09/30/2025	GC-SEP25 ELECTRIC-SIGN LIGHT	0.00	20.62	
20040100SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-TERM RES DAM PUMP W	0.00	222.44	
21675200 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-IRRIGATE 2414 HORSESHOE	0.00	197.60	
21675300 SEPT25	Credit Memo	09/30/2025	GF-SEP25 ELEC-IRRIGATE 1912 WAGONW...	0.00	-95.51	
22185901 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-FULTON PARK IRRIGATION	0.00	20.30	
6601202 SEP25	Invoice	09/30/2025	GC-SEP25 ELECTRIC-PAVILLION	0.00	38.01	
6612303 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-COYOTE CREEK ENTRANCE	0.00	21.29	
6779701 SEP25	Invoice	09/30/2025	REC-75% SEP25 ELEC-REC	0.00	10,345.80	
704901 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-WWTP	0.00	10,847.32	
7225800 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-GAZEBO	0.00	21.52	
726705 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-SIGN 70110&70111	0.00	20.00	
7280200 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-WATER TANKS	0.00	21.98	
733101 SEP25	Invoice	09/30/2025	GF-SEP25 ELEC-SHOP	0.00	197.42	
762901 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-WELL #13	0.00	536.54	
803908 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-WTR TRMT PLANT	0.00	7,496.20	
8976200 SEP25	Invoice	09/30/2025	UF-SEP25 ELEC-N LIFT STATION	0.00	831.84	
	Void	10/14/2025	Regular	0.00	0.00	108842
	Void	10/14/2025	Regular	0.00	0.00	108843
	Void	10/14/2025	Regular	0.00	0.00	108844
001137	UNITED POWER	10/14/2025	Regular	0.00	232.78	108845
1215802 SEPT25	Invoice	09/30/2025	GF-SEPT 2025 ELECTRIC SERV (VET OFFICE)...	0.00	232.78	
001156	VERIZON WIRELESS SVCS LLC	10/14/2025	Regular	0.00	5,586.34	108846
6124548495	Invoice	09/01/2025	GF- 08/27-09/26 VERIZON HOT SPOTS-MI...	0.00	5,586.34	
001189	WELD COUNTY ACCTG DEPART	10/14/2025	Regular	0.00	7,212.42	108847
SEPTEMBER 2025	Invoice	10/01/2025	WELD COUNTY FUEL PURCHASES	0.00	7,212.42	
001207	WESTERN DISTRIBUTING INC	10/14/2025	Regular	0.00	189.24	108848
864222	Invoice	10/03/2025	GOLF-BEVERAGES-PRO SHOP	0.00	189.24	
002660	WHITESIDE'S BOOTS AND CLOTHING	10/14/2025	Regular	0.00	375.00	108849
482101	Invoice	09/18/2025	GF-SAFETY SHOES-PW	0.00	375.00	
001225	YAMAHA MOTOR CORP	10/14/2025	Regular	0.00	17,416.35	108850
890000	Invoice	09/25/2025	GOLF-MONTHLY LEASE PAYMENT-PRO SH...	0.00	17,416.35	
003612	JOHNSON MARK LLC	10/17/2025	Regular	0.00	450.34	108851
INV0001852	Invoice	10/17/2025	Brian Oswalt-Case #2024C042153	0.00	450.34	
003901	PROFESSIONAL FINANCE CO	10/17/2025	Regular	0.00	351.59	108852
INV0001853	Invoice	10/17/2025	Keith Jackel - Case #2025C031349	0.00	351.59	
000031	ADAMSON POLICE PRODUCTS	10/21/2025	Regular	0.00	218.04	108853
INV440798	Invoice	10/01/2025	GF-UNIFORMS FOR SANDOVAL-PD	0.00	16.00	
INV440839	Invoice	10/01/2025	GF-UNIFORMS FOR D TRUILLO-PD	0.00	49.49	

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INV441039	Invoice	10/01/2025	GF-UNIFORMS FOR MARTINEZ-PD	0.00	65.65	
INV441075	Invoice	10/01/2025	GF-UNIFORMS FOR MARTINEZ-PD	0.00	73.95	
INV441089	Invoice	10/01/2025	GF-UNIFORMS FOR ALVAREZ-PD	0.00	12.95	
002254	ADIDAS AMERICA INC	10/21/2025	Regular	0.00	1,314.60	108854
6164215204	Invoice	10/01/2025	GF/GOLF-WELLNESS, MERCHANDISE-PRO ...	0.00	1,108.50	
6164215205	Invoice	10/01/2025	GF-UNIFORMS-PD	0.00	20.70	
6164215206	Invoice	10/01/2025	GF-UNIFORMS-PARKS	0.00	71.10	
6164218004	Invoice	10/01/2025	GF-MERCHANDISE-HR	0.00	72.90	
6164250440	Invoice	10/07/2025	GF-UNIFORMS-PARKS	0.00	41.40	
000047	AIMS COMMUNITY COLLEGE	10/21/2025	Regular	0.00	24.00	108855
250908	Invoice	10/01/2025	GF-BLS CLASS, G. GALLEGOS-PD	0.00	24.00	
003652	ANIMAL CLINIC LLC	10/21/2025	Regular	0.00	160.00	108856
536673	Invoice	10/01/2025	GF-VET TECH SERVICES-CODE	0.00	160.00	
000138	BLACK CLOVER ENTERPRISES LLC	10/21/2025	Regular	0.00	1,300.35	108857
BCE218677	Invoice	10/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	380.18	
BCE219362	Invoice	10/08/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	920.17	
003478	BUFFALO REFRIGERATION	10/21/2025	Regular	0.00	480.00	108858
1387	Invoice	10/10/2025	GOLF-LABOR/MATERIALS-PRO SHOP	0.00	480.00	
001506	CHRISTOPHER CROSS	10/21/2025	Regular	0.00	272.28	108859
100925	Invoice	10/09/2025	GF-PETTY CASH REIMBURSEMENT-FIN	0.00	272.28	
000241	CITY OF FT LUPTON-UTIL INVOICE	10/21/2025	Regular	0.00	36,946.25	108860
110035001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-S RAILRO...	0.00	1,277.19	
110036002 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-ANIMAL ...	0.00	282.99	
110221001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-RR PK SO...	0.00	444.24	
110222001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-RR PK NO...	0.00	1,498.72	
110249001 SEP25	Invoice	10/01/2025	GOLF-08/29-09/30WATER USAGE-CLUBH...	0.00	409.00	
110251001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-CC MAST ...	0.00	819.87	
110252001 SEP25	Invoice	10/01/2025	GOLF-08/29-09/30 WATER USAGE-IRRIGAT..	0.00	605.55	
110252101 SEP25	Invoice	10/01/2025	GOLF-08/29-09/30 WATER USAGE-RESTR...	0.00	134.22	
330025001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-9TH ST PK	0.00	378.62	
330031001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-N RAILRO...	0.00	1,477.20	
330045001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-PW SHOP	0.00	159.97	
330092001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-5TH & FU...	0.00	255.22	
330166001 SEP25	Invoice	10/01/2025	CPR-08/29-09/30 WATER USAGE-MUSEUM	0.00	208.91	
330920000 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-CANNERY ...	0.00	34.67	
550055501 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-VERIZON ...	0.00	412.48	
550057001 SEP25	Invoice	10/01/2025	CPR-08/29-09/30 WATER USAGE-COMM C...	0.00	758.18	
550057601 SEP25	Invoice	10/01/2025	REC-08/29-09/30 WATER USAGE-REC CEN...	0.00	2,162.39	
550057701 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-IRRG REC ...	0.00	8,586.95	
660092001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-LANCAST...	0.00	1,160.76	
770109501 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-HERITAGE...	0.00	350.87	
770116501 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-HERITAGE...	0.00	335.34	
770214501 SEP25	Invoice	10/01/2025	GOLF-08/29-09/30 WATER USAGE-IRRIGAT..	0.00	52.04	
770229001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-ROADSIDE...	0.00	1,428.37	
770229501 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-PEARSON ...	0.00	2,707.45	
770229601 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-PEARSON ...	0.00	52.60	
770231101 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-25.5 S GR...	0.00	51.96	
990004001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-S MCKINL...	0.00	1,316.56	
990004101 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-KOSHIO PK..	0.00	104.42	
990005001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-CITY HALL	0.00	288.36	
990006001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-IRRIG N IS...	0.00	131.85	
990007001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-IRRIG CITY...	0.00	263.52	
990008001 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-IRRIG S IS...	0.00	61.98	
990132001 SEP25	Invoice	10/01/2025	CEM-08/29-09/30 WATER USAGE-CEMETE...	0.00	8,377.25	

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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	
999910000 SEP25	Invoice	10/01/2025	GF-08/29-09/30 WATER USAGE-FULTON V...	0.00	356.55	
	Void	10/21/2025	Regular	0.00	0.00	108861
	Void	10/21/2025	Regular	0.00	0.00	108862
002651	COLORADO COMMUNITY MEDIA	10/21/2025	Regular	0.00	51.56	108863
142524	Invoice	10/09/2025	GF-NOTICE OF BUDGET-FIN	0.00	51.56	
003740	COLORADO PORTABLES LLC	10/21/2025	Regular	0.00	200.00	108864
138966	Invoice	10/09/2025	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	200.00	
000306	COMCAST BUSINESS	10/21/2025	Regular	0.00	2,912.40	108865
252817636	Invoice	10/01/2025	GF/CPR/REC-COMCAST INTERNET OCTOB...	0.00	2,912.40	
000307	COMCAST CABLE COMM, LLC	10/21/2025	Regular	0.00	260.52	108866
0208785 OCT25	Invoice	10/04/2025	GF-OCTOBER 2025 INTERNET SERVICE-PL...	0.00	260.52	
001517	CORE&MAIN LP	10/21/2025	Regular	0.00	51.29	108867
W940383	Invoice	10/03/2025	GF-VALVE KEY EXTENSION-ENG	0.00	51.29	
003559	DRAKE DUO PRINTS LTD	10/21/2025	Regular	0.00	532.00	108868
1315	Invoice	10/02/2025	REC-SHIRTS FOR FB&T-REC CENTER	0.00	532.00	
003939	ELIZABETH M SHAFER	10/21/2025	Regular	0.00	5,000.00	108869
101325 SHAFER	Invoice	10/13/2025	Water main easement for Water Tower Pr...	0.00	5,000.00	
002821	FIESTA TIME INC	10/21/2025	Regular	0.00	293.00	108870
5981	Invoice	10/04/2025	CPR-RENTED TABLES AND CHAIRS-EVENTS	0.00	293.00	
003946	FIRE STOP TECHNOLOGIES LLC	10/21/2025	Regular	0.00	356.00	108871
12163	Invoice	10/14/2025	GOLF-FIRE SYSTEM INSPECTION-PRO SHOP	0.00	356.00	
003944	GENERAL DYNAMICS ORDNANCE & TACTICAL S	10/21/2025	Regular	0.00	755.00	108872
CO 360145	Invoice	10/01/2025	GF-SIM TRAINING COURSE FOR P GROSS...	0.00	755.00	
000546	GREEN MILL SPORTSMAN'S CLUB	10/21/2025	Regular	0.00	350.00	108873
131	Invoice	10/03/2025	GF-OFFICER TRAINING/QUALIFYING-PD	0.00	350.00	
000567	HIGH COUNTRY BEVERAGE CORP	10/21/2025	Regular	0.00	498.75	108874
W-7220295	Invoice	10/13/2025	GOLF-BEVERAGES-PRO SHOP	0.00	498.75	
003874	HPM, INC.	10/21/2025	Regular	0.00	98,509.11	108875
002	Invoice	10/01/2025	UF-ELEVATED STORAGE TANK CONSTRUCT...	0.00	98,509.11	
001580	INTERMOUNTAIN HEALTH PLATTE VALLEY HOSP	10/21/2025	Regular	0.00	85.00	108876
10008598	Invoice	10/01/2025	GF-MEDICAL SERVICES-PD	0.00	85.00	
000620	JACOB FREIER	10/21/2025	Regular	0.00	163.80	108877
101025	Invoice	10/10/2025	GF-MILEAGE REIMBURSEMENT-PLANNING	0.00	163.80	
001913	LUXOTTICA OF AMERICA, INC	10/21/2025	Regular	0.00	224.24	108878
6922786643	Invoice	10/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	224.24	
003741	MEMBERSPORTS INC	10/21/2025	Regular	0.00	750.00	108879
MS-3674-18008	Invoice	10/15/2025	GOLF-MONTHLY SUBSCRIPTION NOV 2025-...	0.00	750.00	
000865	OFFICE DEPOT	10/21/2025	Regular	0.00	47.32	108880
443404552001	Invoice	10/03/2025	GF-OFFICE SUPPLIES-ADMIN	0.00	47.32	
003522	OTTEM ELECTRONICS, INC.	10/21/2025	Regular	0.00	300.00	108881
25-0496	Invoice	10/01/2025	GOLF-QUARTERLY MONITORING FEES-PRO...	0.00	300.00	
003938	RENAE Y DENNER	10/21/2025	Regular	0.00	23,380.00	108882
101325 DENNER	Invoice	10/13/2025	Water Line Easement - Water Tower Proje...	0.00	23,380.00	
002081	SAFELITE FULFILLMENT,INC	10/21/2025	Regular	0.00	92.00	108883
05018-415969	Invoice	10/02/2025	GF-EINDSHIELD REPAIR-PD	0.00	92.00	

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003943	SENERGY PETROLEUM, LLC	10/21/2025	Regular	0.00	2,601.67	108884
415253071	Invoice	10/03/2025	GF/UF-HYD OIL, SUPPLIES-STREETS/W S LI...	0.00	2,601.67	
000999	SHAMROCK FOODS COMPANY	10/21/2025	Regular	0.00	1,544.90	108885
34995882	Invoice	10/09/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	47.85	
34995883	Invoice	10/09/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	1,497.05	
003945	SHAPER GOLF LLC	10/21/2025	Regular	0.00	1,159.00	108886
SG1024	Invoice	10/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,159.00	
003155	SHIRTS BY CHA LLC	10/21/2025	Regular	0.00	702.35	108887
3316	Invoice	10/03/2025	GF-APPRECIATION JACKETS-CITY ADMN	0.00	702.35	
003940	SILICON RANCH CORPORATION	10/21/2025	Regular	0.00	27,364.00	108888
101325 SILICON...	Invoice	10/13/2025	Water easement - Water Tower Project	0.00	27,364.00	
001022	SOUTHERN GLAZER'S OF CO	10/21/2025	Regular	0.00	214.75	108889
3868185	Invoice	10/08/2025	GOLF-BEVERAGES-PRO SHOP	0.00	214.75	
001040	STERICYCLE	10/21/2025	Regular	0.00	62.95	108890
8012133863	Invoice	10/02/2025	GF-PAPER SHRED BINS SERVICE-CITY CL	0.00	25.50	
8012273323	Invoice	10/10/2025	GF-SHREDDING BIN SERV @ PLANNING DE...	0.00	37.45	
001075	THE CONSOLIDATED MUTUAL	10/21/2025	Regular	0.00	177.43	108891
101325A	Invoice	10/13/2025	UF-SEPT 2025 PERRY PIT DISCHARGE PUM...	0.00	83.51	
101325B	Invoice	10/13/2025	UF-SEPT 2025 WELL PUMP B- W STORE	0.00	59.82	
101325C	Invoice	10/13/2025	UF-SEPT 2025 WELL PUMP C-W STOR	0.00	34.10	
001120	TRUDILIGENCE LLC	10/21/2025	Regular	0.00	144.48	108892
68597	Invoice	10/01/2025	GF-BACKGROUND CHECKS-HR	0.00	144.48	
003920	UBIQUITI INC.	10/21/2025	Regular	0.00	2,710.70	108893
US3376467	Invoice	10/01/2025	Ubiquiti Access Points	0.00	2,710.70	
003469	WANCO INC	10/21/2025	Regular	0.00	240.00	108894
FMI-0005500	Invoice	10/30/2025	GF-1 YEAR SUBSCRIP VERIZON DATA SERV...	0.00	240.00	
001212	WILLIAMS AND WEISS CONSULTING LLC	10/21/2025	Regular	0.00	4,050.00	108895
2188	Invoice	10/08/2025	UF/WST-WATER ENGINEERING-UF/WST	0.00	4,050.00	
002195	MINUTEMAN PRESS	10/09/2025	EFT	0.00	192.09	9100280
41373	Invoice	10/01/2025	GF-BUSINESS CARDS-PD	0.00	192.09	
000024	ACE HARDWARE OF FORT LUPTON	10/14/2025	EFT	0.00	147.56	9100281
109969/1	Invoice	09/17/2025	GOLF-PARTS/SUPPLIES-MAINT	0.00	46.93	
110129/1	Invoice	09/30/2025	GOLF-CORD-MAINT	0.00	41.99	
110193/1	Invoice	10/06/2025	GOLF-PARTS/SUPPLIES-MAINT	0.00	58.64	
001327	ALTA PEAK ROLLOFFS LLC	10/14/2025	EFT	0.00	13,316.92	9100282
5143	Invoice	10/06/2025	GF-Fall Cleanup Days-Legis	0.00	13,316.92	
003196	AMAZE HEALTH	10/14/2025	EFT	0.00	1,725.00	9100283
INV-9816	Invoice	09/30/2025	GF-SEPT 2025 MONTHLY USER FEES-MISC	0.00	1,725.00	
001293	AMAZON.COM	10/14/2025	EFT	0.00	1,553.61	9100284
13FY-VCQT-6R16	Credit Memo	10/05/2025	REC-CREDIT FOR RETURN-REC CENTER	0.00	-20.99	
13WD-CHF9-6GP4	Invoice	10/05/2025	GF/UF-SUPPLIES, PARTS-W LINES/STREETS...	0.00	207.82	
1R41-RDMC-6T1R	Invoice	10/05/2025	GOLF-SUPPLIES, PARTS-MAINT/PRO SHOP	0.00	1,342.55	
1W4G-JQ3M-7D...	Invoice	10/05/2025	GF-OFFICE SUPPLIES-FINANCE	0.00	24.23	
002835	BRANDING BY BRE	10/14/2025	EFT	0.00	3,500.00	9100285
1369	Invoice	10/01/2025	GF-SOCIAL MEDIA COMMUNICAITION-CITY..	0.00	3,500.00	
002723	EAGLE ROCK COMPANY OF COLO	10/14/2025	EFT	0.00	147.20	9100286
14472253	Invoice	10/06/2025	GOLF-BEVERAGES-PRO SHOP	0.00	147.20	

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000909	FERGUSON ENTERPRISES, LLC	10/14/2025	EFT	0.00	66.25	9100287
0297384	Invoice	09/26/2025	UF-PARTS-W LINES	0.00	66.25	
000536	GOLF AND SPORT SOLUTIONS LLC	10/14/2025	EFT	0.00	816.78	9100288
52388	Invoice	10/01/2025	GOLF-TONS OF USGA FINE SAND-MAINT	0.00	809.59	
FC 12508	Invoice	09/30/2025	GOLF-FINANCE CHARGES FOR OVERDUE I...	0.00	7.19	
002674	HAYES POZNANOVIC KORVER, LLC	10/14/2025	EFT	0.00	9,564.50	9100289
1615	Invoice	10/06/2025	WST-Sept Legal Fees-Water	0.00	9,564.50	
001786	JOHNSON CONTROLS SECURITY SOLUTIONS	10/14/2025	EFT	0.00	262.99	9100290
41718262	Invoice	09/13/2025	CPR-ALARM MONITORING FOR MUSEUM...	0.00	262.99	
000698	L.G. EVERIST, INC	10/14/2025	EFT	0.00	293.70	9100291
751340	Invoice	09/30/2025	SF-SQUEEGEE-S LINES	0.00	293.70	
000862	O'REILLY AUTO PARTS	10/14/2025	EFT	0.00	262.31	9100292
4489-247535	Invoice	09/17/2025	UF-PART-W LINES	0.00	44.13	
4489--250261	Invoice	09/30/2025	GF-LENS REPAIR-ENG	0.00	1.59	
4489-250263	Invoice	09/30/2025	GF-LENS REPAIR-ENG	0.00	1.59	
4489-250267	Invoice	09/30/2025	SF-RUST REMOVER, SUPPLIES-S LINES	0.00	18.73	
4489-250523	Invoice	10/01/2025	SF-RUST REMOVER-S LINES	0.00	29.99	
4489-250934	Invoice	10/03/2025	UF-BATTERY-W LINES	0.00	166.28	
000931	R & L TIRES	10/14/2025	EFT	0.00	20.00	9100293
59300	Invoice	10/03/2025	GOLF-TIRE SERVICES-MAINT	0.00	20.00	
001101	TODD HODGES DESIGN, LLC	10/14/2025	EFT	0.00	9,794.20	9100294
3732	Invoice	10/06/2025	GF-PLANNING SERV SEPT 22-OCT 5, 2025-...	0.00	9,794.20	
003398	UNIVERSITY AUTO PARTS	10/14/2025	EFT	0.00	4.59	9100295
249181	Invoice	09/26/2025	SF-ADAPTERS-S LINES	0.00	4.59	
000048	AIRGAS USA LLC	10/21/2025	EFT	0.00	23.64	9100296
5519740737	Invoice	10/01/2025	GOLF-LARGE ACETYLENE/OXYGEN-MAINT	0.00	23.64	
001327	ALTA PEAK ROLLOFFS LLC	10/21/2025	EFT	0.00	500.73	9100297
5178	Invoice	10/09/2025	GF-ROLL OFF @WWTP-MISC	0.00	500.73	
001293	AMAZON.COM	10/21/2025	EFT	0.00	1,192.12	9100298
1HR7-RN13-71CV	Invoice	10/05/2025	GF-GENERAL SUPPLIES-PD	0.00	1,192.12	
002835	BRANDING BY BRE	10/21/2025	EFT	0.00	2,000.00	9100299
1375	Invoice	10/08/2025	CPR/REC-WINTER 2025 REC BROCHURE D...	0.00	2,000.00	
003728	COLLINS COMMUNICATIONS CO	10/21/2025	EFT	0.00	2,540.00	9100300
99868S	Invoice	10/14/2025	Replacment installs for PW vehicles (docks...	0.00	2,540.00	
000361	DBC IRRIGATION SUPPLY	10/21/2025	EFT	0.00	1,041.30	9100301
S6131237.001	Invoice	10/01/2025	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	1,041.30	
002723	EAGLE ROCK COMPANY OF COLO	10/21/2025	EFT	0.00	570.60	9100302
14490836	Invoice	10/09/2025	GOLF-BEVARAGES-PRO SHOP	0.00	82.20	
14497818	Invoice	10/13/2025	GOLF-BEVERAGES-PRO SHOP	0.00	488.40	
002919	EQUIPMENTSHARE.COM INC	10/21/2025	EFT	0.00	348.07	9100303
LUP-5672401-00...	Invoice	10/01/2025	REC-RENTAL OF ELEC SCISSOR LIFT-REC CE...	0.00	348.07	
000536	GOLF AND SPORT SOLUTIONS LLC	10/21/2025	EFT	0.00	701.23	9100304
53260	Invoice	10/14/2025	GOLF-CLASS 6 ROAD BASE-MAINT	0.00	701.23	
000691	KONE INC	10/21/2025	EFT	0.00	140.80	9100305
871815537	Invoice	10/01/2025	REC-ELEVATOR MAINTANENCE SEPT 25-R...	0.00	140.80	
003101	LANGUAGELINE SOLUTIONS	10/21/2025	EFT	0.00	67.24	9100306

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
11720459	Invoice	10/01/2025	GF-OVER THE PHONE INTERPRETATION SE...	0.00	67.24	
002158	WW BACKHOE & DOZER SERVICES INC	10/21/2025	EFT	0.00	3,725.00	9100307
27996	Invoice	10/13/2025	SST-2025 ON CALL GRADING SERVICES-SST	0.00	2,450.00	
27999	Invoice	10/13/2025	SST-2025 ON CALL GRADING SERVICES-SST	0.00	1,275.00	
000119	BANK OF COLORADO	10/17/2025	Bank Draft	0.00	7,440.27	DFT0002669
INV0001849	Invoice	10/17/2025	HSA DISTRIBUTION	0.00	7,440.27	
000119	BANK OF COLORADO	10/17/2025	Bank Draft	0.00	945.84	DFT0002670
INV0001850	Invoice	10/17/2025	HSA DISTRIBUTION	0.00	945.84	
001416	VALIC_1	10/17/2025	Bank Draft	0.00	50,723.33	DFT0002671
INV0001851	Invoice	10/17/2025	VALIC - 457(b) \$ Contributions	0.00	50,723.33	
001265	IRS	10/17/2025	Bank Draft	0.00	95,935.98	DFT0002672
INV0001854	Invoice	10/17/2025	Federal Withholding	0.00	95,935.98	
001418	CO DEPARTMENT OF REVENUE	10/17/2025	Bank Draft	0.00	16,032.00	DFT0002673
INV0001855	Invoice	10/17/2025	CO Withholding	0.00	16,032.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	187	81	0.00	466,972.59
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	171,077.42
EFT's	41	28	0.00	54,518.43
	233	119	0.00	692,568.44

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	187	81	0.00	466,972.59
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	171,077.42
EFT's	41	28	0.00	54,518.43
	233	119	0.00	692,568.44

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	10/2025	692,568.44
			692,568.44

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 7, 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, October 7, 2025. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

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

PROCLAMATION

Mayor Hubbard read the Domestic Violence Awareness Proclamation and proclaimed the month of October as “Domestic Violence Awareness” month in the City of Fort Lupton.

PERSONS TO ADDRESS COUNCIL

Andy Seed with McDermott Properties briefly introduced himself and McDermott Properties to Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the October 7, 2025, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- September 16, 2025 City Council Meeting Minutes
- Second Reading of Ordinance 2025-1189 REZONING LAND LEGALLY KNOWN AS THE 2183 SOUTH DENVER AVENUE CHANGE OF ZONE

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 7, 2025**

- Second Reading of Ordinance 2025-1190 REZONING LAND LEGALLY KNOWN AS THE LANCASTER CROSSING CHANGE OF ZONE
- 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 (AM 2025-128)
- Accepting and Approving Payment for the Water Pipeline Facilities Easement with Silicon Ranch for the Water Tower Project Water Main Connection (AM 2025-129)
- 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 (AM 2025-130)
- 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 (AM 2025-131)
- Approving Resolution 2025R042 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 (AM 2025-133)
- Approving Resolution 2025R043 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 (AM 2025-134)
- Approve the Submittal of the Application for 5.5% Property Tax Revenue Limit Exemption to DOLA and Ratify Council Signatures (AM 2025-135)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

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

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.

The 2025 CIP Budget included \$150,000 for this project. Numerous other CIP projects finished

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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.

It was moved by Valerie Blackston and seconded by Claud Hanes to 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. Motion passed unanimously on roll call vote.

AM 2025-132 Approve Change Order #4 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

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.

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

It was moved by Claud Hanes and seconded by Chris Ceretto to Approve Change Order #4 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. Motion passed unanimously on roll call vote.

AM 2025-137 Approve Locate Agreement with BIF IV Intrepid OpCo LLC (Intrepid Fiber) for Added Location Services Related to Fiber Installation

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.

**RECORD OF PROCEEDINGS
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October 7, 2025**

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. However, Public Works Director, Roy Vestal has not received a final answer from Intrepid Fiber regarding the agreement.

Council had questions about signing and approving an agreement that has not had the terms finalized.

It was moved by Valerie Blackston and seconded by Chris Ceretto to Table the item until October 21, 2025.

AM 2025-138 Approve Locate Agreement with Ripple Fiber for Added Location Services Related to Fiber Installation

Due to the Locate Agreement with Ripple Fiber not being finalized, the City Council decided to table the item until October 21, 2025.

It was moved by Valerie Blackston and seconded by Chris Ceretto to Table the item until October 21, 2025.

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

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.

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

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to Award Contract to Monuments Warehouse, LLC. for an Amount Not to Exceed \$97,150.00 for Columbarium-2025 Project from the General Fund – Cemetery. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2025-016 Presentation of the 2026-Requested Budget

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.

STAFF REPORTS

There were no reports from Staff.

MAYOR/COUNCIL REPORTS

Mayor Hubbard mentioned that the walkway in the cemetery is not accessible, she would like to see this become accessible.

FUTURE CITY EVENTS

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

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

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 7, 2025**

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.

ADJOURNMENT

The meeting adjourned at 6:28 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Youth Advisory Committee for a Term Ending August 31, 2026.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Youth Committee was established in 2024 to allow for youth leadership by volunteering and engaging with the community. The City has received applications from one (1) additional candidates wishing to serve on the committee. All candidates have met the requirements to serve on the committee and shall serve through August 31, 2026.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution with Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2025Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE YOUTH ADVISORY COMMITTEE FOR A TERM ENDING AUGUST 31, 2026.

WHEREAS, the Youth Committee was established in 2024 to allow for youth leadership by volunteering and engaging with the community; and

WHEREAS, the Committee has the broad authority to study and research any and all youth activity matter within the City; and

WHEREAS, the Committee shall discuss and decide on various volunteer activities/events to participate in and/or organize throughout the community; and

WHEREAS, the Committee may present Youth and Teen Activities and engagement information to schools, organizations and committees if requested; and

WHEREAS, Youth Committee applicants must be enrolled in grades 6-12. The term shall be from August to August of each year.

WHEREAS, the City has received applications from two (2) candidates wishing to serve on the committee; and

WHEREAS, all applications have been considered by the Mayor; and

WHEREAS, all candidates have met the requirements to serve on the committee.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the Youth Advisory Committees for a term through August 31, 2026.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 21st 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

EXHIBIT "A"

YOUTH ADVISORY COMMITTEE		
Name	Term	Position
Mia Dominguez	8/1/2025 – 8/31/2026	
Julie Holm		City Liaison
Valerie Blackston		Ex-Officio



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Appointment of Certain Nominees to the Board of Trustees of the High Plains Library Board

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The High Plains Library District ("HPLD") has been created by action of eight "Establishing Bodies", namely, the Town of Ault, the Town of Eaton, the City of Evans, the City of Fort Lupton, the City of Greeley, the Town of Hudson, the RE-8 School District Board of Education, the Weld County Board of County Commissioners, all of the State of Colorado.

The High Plains Library District Board of Trustees is comprised of seven trustee seats, one of which is currently up for replacement. Pursuant to C.R.S. § 24-90-108(2)(c), provides that the Establishing Bodies have authority to ratify trustees recommended for appointment to the High Plains Library Board of Trustees, and pursuant to C.R.S. § 24-90-108(2)(c), recommendation of replacement library trustees must be made by a committee held for that purpose.

Only one application was received for the open Region 6 HPLD Board Trustee Position. The HPLD Governance Committee and staff have determined that Patty Bodwell, the applicant, is qualified to fill the position and recommend waiving the interview. The Committee recommends the following individual for appointment to the High Plains Library District Board of Trustees, for the term lengths specified below:

Region 6 – New Raymer, Grover, Kersey
Patty Bodwell, 4-year term, 2026-2029

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the appointment within 60 days from the meeting.
2. Deny the appointment.

STAFF RECOMMENDATIONS

Staff seeks recommendation.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025Rxxx

A RESOLUTION RATIFYING THE APPOINTMENT OF CERTAIN NOMINEES TO THE BOARD OF TRUSTEES OF THE HIGH PLAINS LIBRARY DISTRICT

WHEREAS, the City Council of the City of Fort Lupton, Colorado, pursuant to Colorado State Statutes governing statutory Cities and the Ordinances of the City of Fort Lupton, is vested with the authority of administering the affairs of the City of Fort Lupton, Colorado, and

WHEREAS, the High Plains Library District ("HPLD") has been created by action of eight 'Establishing Bodies', namely, the Town of Ault, the Town of Eaton, the City of Evans, the City of Fort Lupton, the City of Greeley, the Town of Hudson, the RE-8 School District Board of Education, the Weld County Board of County Commissioners, and all of the State of Colorado, and

WHEREAS, the High Plains Library District Board of Trustees is comprised of seven trustee seats, one of which is currently up for replacement, and

WHEREAS, C.R.S. § 24-90-108(2)(c), provides that the Establishing Bodies have authority to ratify trustees recommended for appointment to the High Plains Library Board of Trustees, and

WHEREAS, pursuant to C.R.S. § 24-90-108(2)(c), recommendation of replacement library trustees must be made by a committee designated for that purpose, and

WHEREAS, there was only one candidate, and therefore the committee did not meet to interview said applicant, and

WHEREAS, the City of Fort Lupton City Council recommends the following individual for appointment to the High Plains Library District Board of Trustees, for the term length specified below:

Region 6: New Raymer, Grover, Kersey
Patty Bodwell, 4-year term, 2026-2029

WHEREAS, the above-named individual appears to be qualified to serve as a trustee on the High Plains Library District Board of Trustees and represent adequately the various interests within the High Plains Library District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Lupton, Colorado, as follows:

I. Ratification:

That the appointment of:

Patty Bodwell to serve as Region 6 Trustee on the High Plains Library District Board of Trustees for a 4-year term is hereby ratified.

2. This Resolution shall become effective immediately.

Dated this 21st 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



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Community Engagement Ad-Hoc Advisory Committee and Designating the City Liaison and Ex-Officio for the Committee.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Community Engagement Ad-Hoc Advisory Committee was established to allow for citizens to volunteer and engage with the community to update the Parks and Trails Master Plan. The City has received applications from seven (7) candidates wishing to serve on the committee. All candidates have met the requirements to serve on the committee and shall serve from October 21, 2025 and ending October 31, 2026.

The Resolution is also designating the City Liaisons and Ex-Officio for the Committee.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution with Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE COMMUNITY ENGAGEMENT AD-HOC ADVISORY COMMITTEE FOR A TERM BEGINNING OCTOBER 21, 2025 AND ENDING OCTOBER 31, 2026 AND DESIGNATING THE CITY LIAISONS AND EX-OFFICIOS FOR THE COMMITTEE

WHEREAS, the Community Engagement Ad-Hoc Advisory Committee was established to allow for citizens by volunteering and engaging with the community; and

WHEREAS, the Committee has the broad authority to study and research any and all Parks and Trails Master Plan public outreach activity matter within the City; and

WHEREAS, the Committee shall discuss and decide on various volunteer activities/events to participate in and/or organize throughout the community; and

WHEREAS, the Committee may present Parks and Trails Master Plan outreach and engagement information to schools, organizations and committees if requested; and

WHEREAS, the term shall be from October 21, 2025 to October 21, 2026.

WHEREAS, the City has received applications from seven (7) candidates wishing to serve on the committee; and

WHEREAS, all applications have been considered by the Mayor; and

WHEREAS, all candidates have met the requirements to serve on the committee.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the Community Engagement Ad-Hoc Advisory Committee for a term beginning October 21, 2025 and ending October 21, 2026 and designating the City Liaisons, Doug Cook and Brian Oswalt, and Ex-Officios, Valerie Blackston and Chris Ceretto, for the Committee.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS
21st 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

EXHIBIT "A"

COMMUNITY ENGAGEMENT ADHOC ADVISORY COMMITTEE		
Name	Term	Position
Cynthia Bunning	10/21/2025 – 10/31/2026	
Victoria Tooz	10/21/2025 – 10/31/2026	
Richard Ooi	10/21/2025 – 10/31/2026	
Monique Cook	10/21/2025 – 10/31/2026	
Lucy Miller	10/21/2025 – 10/31/2026	
Zach Reynolds	10/21/2025 – 10/31/2026	
Salvador Prieto	10/21/2025 – 10/31/2026	
Doug Cook Brian Oswalt		City Liaison City Liaison
Valerie Blackston Chris Ceretto		Ex-Officio Ex-Officio



SUBJECT FOR DISCUSSION

Approving the Construction Deposit Agreement from United Power to Proceed Installing Electric Service to the New City Hall Facility for an Estimating Cost of \$119,271.54.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The estimated cost to design/engineer, construct, and install the electric service is \$119,271.54 (the "Construction Deposit"). The Construction Deposit includes United Power's best estimate at this time for the labor, material, administrative, and general expense required to install the electric service as designed. To be clear, this estimate is subject to change if additional information or circumstances arise that necessitate changes to the plans, and/or if the installation of the electric service is delayed due to inclement weather, traffic control constraints, permitting requirements, or if the installation requires change orders that were not included in the initial estimate. This list of anticipated expenses is not meant to be all-inclusive, but to serve as notice that this initial Construction Deposit is the best estimate. Full payment of the best estimate is required before work will begin pursuant to United Power's Rules and Regulations.

FINANCIAL CONSIDERATIONS

This amount has been included in the \$20,000,000.00 which was budgeted for in the soft costs portion of the budget. We had estimated \$150,000.00 for electrical service.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

None.

STAFF RECOMMENDATIONS

Staff recommends to approve Construction Deposit Agreement from United Power to proceed installing electric service to the new City Hall Facility for an estimating cost of \$119,271.54.

Attachments:

- a. Agreement WO#202507026
- b. Map/locations
- c. Invoice

Certification of Council Approval:

Ordinance No. _____

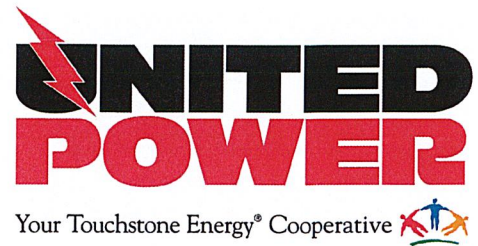
Resolution No. _____

City Clerk

Date

October 6, 2025

City of Ft Lupton
130 S McKinley Ave
Fort Lupton, CO 80621
Mschuman@Fortluptonco.gov



Re: Construction Deposit Agreement
WO#202507026 – New City Hall

Dear Monty Schuman:

United Power, Inc. (“United Power” or any reference to “our”) has completed the design and cost estimate to provide electric service for the City of Ft Lupton (herein, the “Applicant” or any reference to “you” or “your”), located at 2500 9th St Ft Lupton, CO. The design is provided in Attachment A to this Agreement. This letter, including all attachments, constitutes the “Construction Deposit Agreement” between United Power and the Applicant.

The estimated cost to design/engineer, construct, and install the electric service is \$119,271.54 (the “Construction Deposit”), as further detailed below and in Attachment B. The Construction Deposit includes United Power’s best estimate at this time for the labor, material, administrative, and general expense required to install the electric service as designed. To be clear, this estimate is subject to change if additional information or circumstances arise that necessitate changes to the plans, and/or if the installation of the electric service is delayed due to inclement weather, traffic control constraints, permitting requirements, or if the installation requires change orders that were not included in the initial estimate. This list of anticipated expenses is not meant to be all-inclusive, but to serve as notice that this initial Construction Deposit is the best estimate. Full payment of the best estimate is required before work will begin pursuant to United Power’s Rules and Regulations, and specifically **Section XIV. SERVICE CONNECTIONS AND LINE EXTENSIONS which includes provisions on Construction Deposit Requirements** and provisions about the **Refund and Collection of Differences Between Actual and Estimated Costs**. This estimate will become void if the agreement is not executed within 90 days, or a written extension agreement is not executed to extend the time period for execution, per the **Cost Estimate Expiration** provisions of United Power’s Rules and Regulations. United Power’s Rules and Regulations are available on our website at <https://www.unitedpower.com/bylaws-rates-tariffs>.

The enclosed \$119,271.54 invoice includes the following items:

Estimated Construction Cost	112,771.54
Plant Investment Fee	5,000.00
Automated Meter Reading or CT/PT Metering Charge	3,000.00
Less Application/Design Fee	-1,500.00
Net Construction Deposit Invoice	<u>119,271.54</u>

In accordance with United Power's Rules and Regulations, United Power will analyze the final cost and compare it to the estimated Construction Deposit when the associated work order is closed. If the actual cost is less than the Construction Deposit, United Power will refund the difference to the Applicant within thirty (30) days. If the actual cost to United Power proves to have been greater than the Construction Deposit, the Applicant shall pay the difference to United within thirty (30) days following written notice of such excess amount. During the course of construction, if a "change order invoice," or other communication is issued from United Power identifying that the costs exceed the amount of the Construction Deposit ("change order amount"), the Applicant shall pay the change order amount to United Power within thirty (30) days following written notice. If payment is not received within thirty (30) days, United Power *shall cease all work on the project, or any other work associated with the project, until any outstanding invoices for the project are paid.* United Power, in its discretion, may postpone work on other projects for your entity pending resolution of outstanding balances owed to United Power. The Applicant will reimburse United Power for any and all demobilization and remobilization fees incurred due to work stoppages for unpaid invoices.

Should United Power engage collection efforts, through internal legal counsel, outside counsel or a collection agency to recover any amounts exceeding the Construction Deposit, United Power will assess interest on the outstanding balance, and reserves its right to pursue all additional costs for attorneys and collection efforts.

The Applicant shall complete the "Private Utilities Form" included in Attachment C, indicating any private utilities in the project area. You may return the signed and completed Private Utilities Form, a signed copy of this Construction Deposit Agreement, and your payment in the envelope provided. The Applicant, or its authorized agent, must also return the signed final design for the underground distribution and the streetlight design, if applicable, before any work will begin. Any subsequent revised designs must also be signed and returned to United Power. *Payment in full and receipt of the signed Construction Deposit Agreement, design, and Private Utilities Form are required prior to construction.*

Should Applicant request that United Power initiate the acquisition of easements or long lead-time materials required for the project, Applicant may execute a Pre-Construction Deposit Agreement and submit payment for those requests. All payments provided pursuant to a Pre-Construction Deposit Agreement will be reflected in Attachment B (invoice) of the Construction Deposit Agreement.

Remittance of the signed and dated Construction Deposit Agreement and payment of the Construction Deposit implies the Applicant's acknowledgement and agreement with the terms provided in United Power's Rules and Regulations and specific terms stated below:

- The Applicant grants to United Power and its contractors the right to enter the location listed above to construct, operate, and maintain the electric distribution facilities, together with full right of ingress and egress.
- The Applicant shall perform all right-of-way clearing required for the construction of the facilities described above consistent with United Power's specifications.
- United Power, or its contractors, shall perform all trenching and backfilling, including any rock removal and backhoe work, in accordance with United Power's specifications, except street crossing.

- The Applicant shall establish and stake all existing easements of rights-of-way on land owned by the Applicant for installation of United Power's facilities. The Applicant shall assume all responsibility for proper location thereof and shall reimburse United Power for any expense due to subsequent changes. Applicant shall assume responsibility for any damage claims against United Power, due to the negligence or fault of Applicant, including full reimbursement for damages established and expenses incurred in regard thereto, plus reasonable attorney's fees and court costs. If the Applicant requests United Power to provide the staking of easements and rights-of-way, the Applicant will provide the current site plan in AutoCAD format and reimburse United Power for the additional expenses.
- United Power or its contractors shall install the facilities described herein in accordance with good engineering practice after the Applicant has established said right-of-way, cut easements to final grade, and prior to the paving of any streets or the construction of any curbs, gutters, or sidewalks. The Applicant shall reimburse United Power for any expense due to subsequent changes by the Applicant. The Applicant shall be responsible for coordinating all construction activities within the project area, including, but not limited to, the installation of telephone, gas, and cable TV. The installation crew(s) for such other utilities or communications equipment must be on-site the day United Power, or its contractor, digs the trench. United Power and its contractors will not leave the trench open overnight and will close it at the end of each working day. The Applicant shall reimburse United Power for any expenses incurred by United Power to repair damages to its facilities caused by the Applicant or other parties during the construction period.
- The Applicant will be responsible for accurately locating and visibly marking all private underground utilities, (including but not limited to water, telephone, sewer, septic, cable TV, fiber, and gas) prior to the construction of any facilities by United Power or its contractors. Any damages to unmarked underground utilities by United Power or United Power's contractors will be at the Applicant's expense and responsibility to repair.
- The Applicant shall be responsible for all service laterals in residential subdivision and underground commercial/industrial services. See approved service lateral contractor list on our website at www.unitedpower.com under the New Construction tab and click on the hyperlink for Metering/Laterals/Inspections or call the construction hotline at 303-637-1323.
- Electric service will be provided to the Applicant at United Power's applicable rates and upon the terms and conditions now in effect or at the rates and upon such terms and conditions as may hereafter be lawfully adopted by United Power for such service.
- United Power reserves the right to revise the Construction Deposit to cover unexpected costs to install its facilities, which the Applicant shall be responsible to pay if such revision results in an increase to the Construction Deposit. Any increase in costs during construction will be described on a **change order** and billed per incident according to the time, equipment, and materials used. For example, if United Power encounters unforeseen conditions, or if the Applicant requires construction of the facilities when the ground is frozen or at a time when inclement weather will result in construction costs greater than the cost originally estimated, the Applicant shall advance the estimated additional cost to United Power, as a contribution in aid of construction, prior to the construction of the facilities. Other instances as described in this Agreement may be cause for cost overages which Applicant will pay.

- The excavator will be responsible for exposing located public utilities identified through Colorado 811 as required by Colorado law.
- The Applicant may terminate this project at any time prior to or during the actual construction of electric facilities so long as it compensates United Power for any out-of-pocket expenses. In such an event, United Power shall use the Construction Deposit and any other amounts paid by the Applicant to reimburse and pay United Power for all expenses or liabilities which may have been incurred by United Power for engineering, materials, and equipment purchased or ordered, and any other labor or construction costs incurred prior to the date of termination; with the balance of the Construction Deposit, if any, to be refunded to the Applicant.
- To the extent no Construction Deposit has been provided, but monies are owed to United Power for expenditures incurred to develop the Construction Deposit estimate, Applicant will be responsible for any charges in excess of the Application Fee that may have been incurred by United Power. United Power will, upon notice of termination by Applicant, provide Applicant a list of charges expected to be paid. In all cases, in the event the Construction Deposit and any other amounts paid by the Applicant are insufficient to reimburse and pay United Power for all expenses or liabilities incurred by United Power, United Power shall invoice the Applicant and the Applicant shall pay the difference of the amounts paid and costs incurred.
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF VALUE, LOSS OF PRODUCTION, LOSS OF FINANCIAL ADVANTAGE, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER EACH MAY BE CAUSED.

Thank you for the opportunity to provide this service. If you have questions, please call me at 303-637-1345.

Sincerely,

Samuel Wilson

Samuel Wilson
Project Manager

SJW:ms

[Remainder of Page Left Intentionally Blank.]

[Signature Page to Construction Deposit Agreement]

By signing this Signature Page, the Applicant's signatory below acknowledges that the Applicant has had sufficient time to review and consider this Construction Deposit Agreement and has read and understands the terms and conditions of this Construction Deposit Agreement and the Applicant's obligations hereunder.

Execution of this Signature Page by the Applicant may be in the form of an electronic, manual, or similar signature, and such signature shall be treated as an original signature for all purposes.

CITY OF FT LUPTON

WO# 202507026 – NEW CITY HALL

By: _____

Name: _____

Title: _____

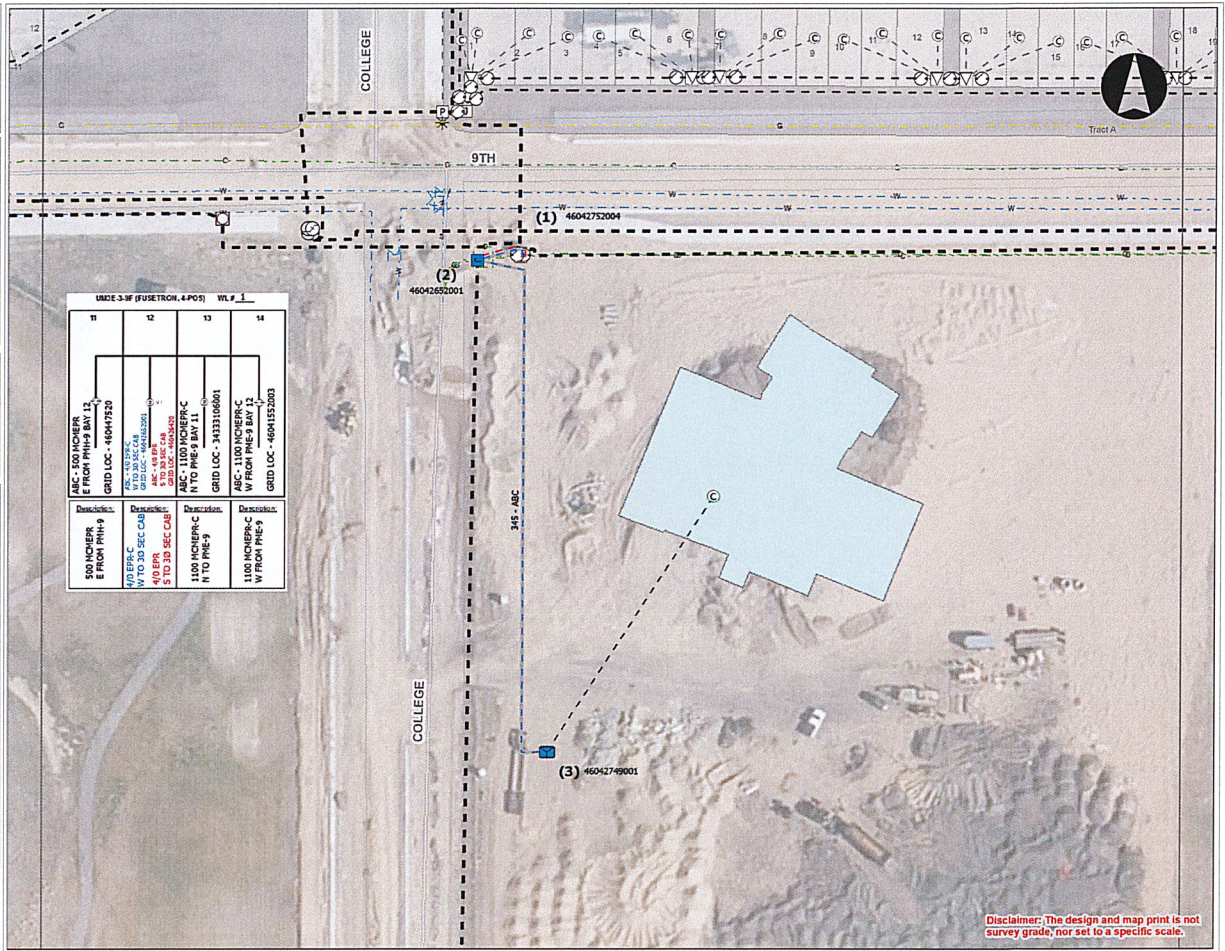
Date: _____



Work Order: 202507026
Service Order: 2025037355
Project Name:
Description: CITY OF FT LUPTON/NEW CITY HALL
Service Loc: 4604
Customer: CITY OF FT LUPTON
Svc Address: 2500 9TH ST
City: FORT LUPTON
County: WELD
Proj Coordinator: Samuel Wilson
PC Cell: 303-637-1345
Designer: Curtis Gordon
Designer Cell: 970-371-8281
Design Comp Date: 10/02/2025

Legend	
STRUCTURES	DEVICES
Poles	Switches
Junction Cab	Fuses
Pedestal	Regulators
Switch Cab	Capacitors
Vault	Sectionalizers
Pull Box	Step Trans
LOCATIONS	Oil Reclosers
Fiber	Elec. Reclosers
UG	Sub. Reclosers
Consumer	MISCELLANEOUS
TRANSFORMERS	Open Points
OH 1PH	Lights
OH 2PH	Anchors
OH 3PH	CONDUCTOR
UG 1PH	OH Prim
UG 3PH	UG Prim
METER PEDESTALS	OH Sec
Single	UG Sec
Multi	

Reviewed/Approved By:
Date:
LAYOUT 10/3/2025 Page 1 of 1



Disclaimer: The design and map print is not survey grade nor set to a specific scale.



Proj Coord: Samuel Wilson
PC Cell: 303-637-1345
Designed By: Curtis Gordon
Designer Cell: 970-371-8281
Design Comp Date: 10/2/2025

Revised By:
Date:
ROW Agent: Zayda Vargas

Const. Coord:
CC Cell:

Sub/Circuit/Phase: ABC
Right of Way (All): ☒
Spec. Equipment: ☐
Primary/CT Metering: ☐
Locates Req'd: ☐

Work Order: 202507026
Service Order: 2025037355
Project Name:
Description: CITY OF FT LUPTON/NEW CITY HALL

Equipment Loc: 46042752004
Service Loc: 4604
Contact Ph: 303-857-6694

Svc Address: 2500 9TH ST
City: FORT LUPTON
County: WELD
Sec/Twn/Rng: 4 1N 66W



Conductor Summary

Conductor Size	Status	Placement	Type	# Wires	Span (Ft)	Total
UP 1/0 EPR C	New	UG	PRIMARY	3	345	1125
UP 4/0 EPR C	New	UG	PRIMARY	3	35	195
UP 4/0 EPR	Retired	UG	PRIMARY	3	33	99

Bore/Trench Summary

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COMMENTS

Inspection By: Date: Construction By: Date:
Reviewed/Approved By: Date:
COVERSHEET 10/3/2025 Page 1 of 1



500 Cooperative Way
Brighton, CO 80603
303.659.0551

Invoice

Account	Order
16603	611427
Order Date	Order Type
10/6/25	Standard

Terms
Construction will be scheduled after payment and all required documents are received.

CITY OF FT LUPTON
ATTN: ACCOUNTS PAYABLE
130 SOUTH MCKINLEY AVE
FORT LUPTON, CO 80621

Map/Sec: 4604
Contact: MONTY SCHUMAN
District Rep: SW

Description WO# 202507026 COST ESTIMATE TO PROVIDE ELECTRIC SERVICE FOR THE CITY OF FT LUPTON NEW CITY HALL, LOCATED AT 2500 9TH ST.

THIS INVOICE IS VALID FOR 90 DAYS.

UNITED POWER WILL NOT ACCEPT ANY CHECK WITH LIEN WAIVER LANGUAGE.

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
1418194	NON REFUNDABLE CONST COST (ESTIMATED MATERIAL AND LABOR COST)	1.000	EA	112,771.5400	112,771.54	
PIF	PIF FEE (PLANT INVESTMENT FEE)	1.000	EA	5,000.0000	5,000.00	
CT METER	CT METER (NON REFUNDABLE) (CT METERING FEE)	1.000	EA	3,000.0000	3,000.00	
1418192	APPLICATION FEE - NONREFUNDABLE (APPLICATION/DESIGN FEE)	-1.000	EA	1,500.0000	-1,500.00	

TOTAL ORDER AMOUNT:

\$ 119,271.54



SUBJECT FOR DISCUSSION

Approving the Mayor's Signature for a Construction Deposit Agreement and Payment of the Estimated Cost Deposit of \$79,219.02 to United Power for Electrical Service Upgrade at the Wastewater Treatment Plant for the Lift Station Project from the Utility Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

United Power has completed the design and estimate of construction costs to upgrade the electric service at the WWTP to support the Lift Station to METRO construction project.

This expense will be covered by the current USDA construction loan under contingencies.

FINANCIAL CONSIDERATIONS

The upgrade will be part of the Metro Line and Lift Station project costs in the Sewer Utility Fund.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

City staff recommends approving the Mayor's signature and executing the Deposit Agreement with United Power for \$79,219.02 from the Utility Fund.

Attachments: a. United Power Deposit Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

October 5, 2025

City of Ft. Lupton
Attn: Accounts Payable
130 South McKinley Ave
Ft. Lupton, CO 80621



Re: Construction Deposit Agreement
WO#202504012

Lee Rogers:

United Power, Inc. (“United Power” or any reference to “our”) has completed the design and cost estimate to provide electric service for the City of Ft. Lupton Water Treatment Plant (herein, the “Applicant” or any reference to “you” or “your”), located at 12285 HWY 52. The design is provided in Attachment A to this Agreement. This letter, including all attachments, constitutes the “Construction Deposit Agreement” between United Power and the Applicant.

The estimated cost to design/engineer, construct, and install the electric service is \$79,219.02 (the “Construction Deposit”), as further detailed below and in Attachment B. The Construction Deposit includes United Power’s best estimate at this time for the labor, material, administrative, and general expense required to install the electric service as designed. To be clear, this estimate is subject to change if additional information or circumstances arise that necessitate changes to the plans, and/or if the installation of the electric service is delayed due to inclement weather, traffic control constraints, permitting requirements, or if the installation requires change orders that were not included in the initial estimate. This list of anticipated expenses is not meant to be all-inclusive, but to serve as notice that this initial Construction Deposit is the best estimate. Full payment of the best estimate is required before work will begin pursuant to United Power’s Rules and Regulations, and specifically **Section XIV. SERVICE CONNECTIONS AND LINE EXTENSIONS which includes provisions on Construction Deposit Requirements** and provisions about the **Refund and Collection of Differences Between Actual and Estimated Costs**. This estimate will become void if the agreement is not executed within 90 days, or a written extension agreement is not executed to extend the time period for execution, per the **Cost Estimate Expiration** provisions of United Power’s Rules and Regulations. United Power’s Rules and Regulations are available on our website at <https://www.unitedpower.com/bylaws-rates-tariffs>.

The enclosed \$79,219.02 invoice includes the following items:

Estimated Construction Cost	\$ 66,019.02
Plant Investment Fee	\$ 5,000
Automated Meter Reading or CT/PT Metering Charge	\$ 9,700
Proportionate Share for (Original Customer Name)	\$ -
Less United Power Expense, if applicable	\$ -
Less Application/Design Fee	\$ (1,500)
Net Construction Deposit Invoice	<u>\$ 79,219.02</u>

In accordance with United Power's Rules and Regulations, United Power will analyze the final cost and compare it to the estimated Construction Deposit when the associated work order is closed. If the actual cost is less than the Construction Deposit, United Power will refund the difference to the Applicant within thirty (30) days. If the actual cost to United Power proves to have been greater than the Construction Deposit, the Applicant shall pay the difference to United within thirty (30) days following written notice of such excess amount. During the course of construction, if a "change order invoice," or other communication is issued from United Power identifying that the costs exceed the amount of the Construction Deposit ("change order amount"), the Applicant shall pay the change order amount to United Power within thirty (30) days following written notice. If payment is not received within thirty (30) days, United Power ***shall cease all work on the project, or any other work associated with the project, until any outstanding invoices for the project are paid.*** United Power, in its discretion, may postpone work on other projects for your entity pending resolution of outstanding balances owed to United Power. The Applicant will reimburse United Power for any and all demobilization and remobilization fees incurred due to work stoppages for unpaid invoices.

Should United Power engage collection efforts, through internal legal counsel, outside counsel or a collection agency to recover any amounts exceeding the Construction Deposit, United Power will assess interest on the outstanding balance, and reserves its right to pursue all additional costs for attorneys and collection efforts.

The Applicant shall complete the "Private Utilities Form" included in Attachment C, indicating any private utilities in the project area. You may return the signed and completed Private Utilities Form, a signed copy of this Construction Deposit Agreement, and your payment in the envelope provided. The Applicant, or its authorized agent, must also return the signed final design for the underground distribution and the streetlight design, if applicable, before any work will begin. Any subsequent revised designs must also be signed and returned to United Power. ***Payment in full and receipt of the signed Construction Deposit Agreement, design, and Private Utilities Form are required prior to construction.***

Should Applicant request that United Power initiate the acquisition of easements or long lead-time materials required for the project, Applicant may execute a Pre-Construction Deposit Agreement and submit payment for those requests. All payments provided pursuant to a Pre-Construction Deposit Agreement will be reflected in Attachment B (invoice) of the Construction Deposit Agreement.

Remittance of the signed and dated Construction Deposit Agreement and payment of the Construction Deposit implies the Applicant's acknowledgement and agreement with the terms provided in United Power's Rules and Regulations and specific terms stated below:

- The Applicant grants to United Power and its contractors the right to enter the location listed above to construct, operate, and maintain the electric distribution facilities, together with full right of ingress and egress.
- The Applicant shall perform all right-of-way clearing required for the construction of the facilities described above consistent with United Power's specifications.
- United Power, or its contractors, shall perform all trenching and backfilling, including any rock removal and backhoe work, in accordance with United Power's specifications, except street crossing.

- The Applicant shall establish and stake all existing easements of rights-of-way on land owned by the Applicant for installation of United Power's facilities. The Applicant shall assume all responsibility for proper location thereof and shall reimburse United Power for any expense due to subsequent changes. Applicant shall assume responsibility for any damage claims against United Power, due to the negligence or fault of Applicant, including full reimbursement for damages established and expenses incurred in regard thereto, plus reasonable attorney's fees and court costs. If the Applicant requests United Power to provide the staking of easements and rights-of-way, the Applicant will provide the current site plan in AutoCAD format and reimburse United Power for the additional expenses.
- United Power or its contractors shall install the facilities described herein in accordance with good engineering practice after the Applicant has established said right-of-way, cut easements to final grade, and prior to the paving of any streets or the construction of any curbs, gutters, or sidewalks. The Applicant shall reimburse United Power for any expense due to subsequent changes by the Applicant. The Applicant shall be responsible for coordinating all construction activities within the project area, including, but not limited to, the installation of telephone, gas, and cable TV. The installation crew(s) for such other utilities or communications equipment must be on-site the day United Power, or its contractor, digs the trench. United Power and its contractors will not leave the trench open overnight and will close it at the end of each working day. The Applicant shall reimburse United Power for any expenses incurred by United Power to repair damages to its facilities caused by the Applicant or other parties during the construction period.
- The Applicant will be responsible for accurately locating and visibly marking all private underground utilities, (including but not limited to water, telephone, sewer, septic, cable TV, fiber, and gas) prior to the construction of any facilities by United Power or its contractors. Any damages to unmarked underground utilities by United Power or United Power's contractors will be at the Applicant's expense and responsibility to repair.
- The Applicant shall be responsible for all service laterals in residential subdivision and underground commercial/industrial services. See approved service lateral contractor list on our website at www.unitedpower.com under the New Construction tab and click on the hyperlink for Metering/Laterals/Inspections or call the construction hotline at 303-637-1323.
- Electric service will be provided to the Applicant at United Power's applicable rates and upon the terms and conditions now in effect or at the rates and upon such terms and conditions as may hereafter be lawfully adopted by United Power for such service.
- United Power reserves the right to revise the Construction Deposit to cover unexpected costs to install its facilities, which the Applicant shall be responsible to pay if such revision results in an increase to the Construction Deposit. Any increase in costs during construction will be described on a **change order** and billed per incident according to the time, equipment, and materials used. For example, if United Power encounters unforeseen conditions, or if the Applicant requires construction of the facilities when the ground is frozen or at a time when inclement weather will result in construction costs greater than the cost originally estimated, the Applicant shall advance the estimated additional cost to United Power, as a contribution in aid of construction, prior to the construction of the facilities. Other instances as described in this Agreement may be cause for cost overages which Applicant will pay.

- The excavator will be responsible for exposing located public utilities identified through Colorado 811 as required by Colorado law.
- The Applicant may terminate this project at any time prior to or during the actual construction of electric facilities so long as it compensates United Power for any out-of-pocket expenses. In such an event, United Power shall use the Construction Deposit and any other amounts paid by the Applicant to reimburse and pay United Power for all expenses or liabilities which may have been incurred by United Power for engineering, materials, and equipment purchased or ordered, and any other labor or construction costs incurred prior to the date of termination; with the balance of the Construction Deposit, if any, to be refunded to the Applicant.
- To the extent no Construction Deposit has been provided, but monies are owed to United Power for expenditures incurred to develop the Construction Deposit estimate, Applicant will be responsible for any charges in excess of the Application Fee that may have been incurred by United Power. United Power will, upon notice of termination by Applicant, provide Applicant a list of charges expected to be paid. In all cases, in the even the Construction Deposit and any other amounts paid by the Applicant are insufficient to reimburse and pay United Power for all expenses or liabilities incurred by United Power, United Power shall invoice the Applicant and the Applicant shall pay the difference of the amounts paid and costs incurred.
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF VALUE, LOSS OF PRODUCTION, LOSS OF FINANCIAL ADVANTAGE, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER EACH MAY BE CAUSED.

Thank you for the opportunity to provide this service. If you have questions, please call me at 970-685-9617.

Sincerely,

Martie Lamb

Martie Lamb
Project Manager

ML:amv

[Remainder of Page Left Intentionally Blank.]

[Signature Page to Construction Deposit Agreement]

By signing this Signature Page, the Applicant's signatory below acknowledges that the Applicant has had sufficient time to review and consider this Construction Deposit Agreement and has read and understands the terms and conditions of this Construction Deposit Agreement and the Applicant's obligations hereunder.

Execution of this Signature Page by the Applicant may be in the form of an electronic, manual, or similar signature, and such signature shall be treated as an original signature for all purposes.

APPLICANT NAME

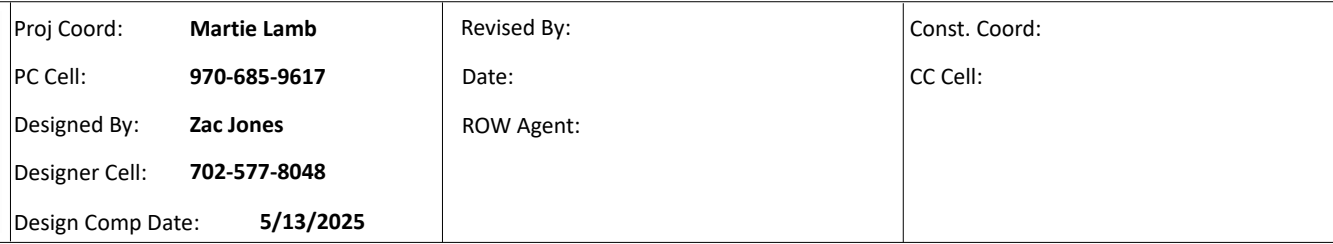
WO#202504012

By: _____

Name: Zo Hubbard

Title: Mayor

Date: _____



Sub/Circuit/Phase:	19-2	ABC	Work Order:	202504012
Right of Way (All):	☐		Service Order:	2025015108
Spec. Equipment:	☐		Project Name:	WASTEWATER TREATMENT PLANT UPGRADE
Primary/CT Metering:	☐		Description:	CITY OF FT LUPTON/XFMR UPGRADE
Locates Req'd:	☐			

Equipment Loc:	460617530	Svc Address:	12285 HWY 52		
Service Loc:	460616520	City:	FORT LUPTON		
Contact Ph:	303-857-6694	County:	WELD		
		Sec/Twn/Rng:	6	1N	66W

Conductor Summary						
Conductor Size	Status	Placement	Type	# Wires	Span (Ft)	Total

Bore/Trench Summary		

COMMENTS

Inspection By:	Date:	Construction By:	Date:
Reviewed/Approved By:		Date:	
COVERSHEET		10/8/2025	Page 1 of 1





Your Touchstone Energy® Cooperative

Work Order:	202504012
Service Order:	2025015108
Project Name:	WASTEWATER TREATMENT PLANT UI
Description:	CITY OF FT LUPTON/XFMR UPGRADE
Service Loc:	460616520
Customer:	CITY OF FT LUPTON
Svc Address:	12285 HWY 52
City:	FORT LUPTON
County:	WELD

Proj Coordinator:	Martie Lamb
PC Cell:	970-685-9617
Designer:	Zac Jones
Designer Cell:	702-577-8048
Design Comp Date:	05/13/2025

Legend	
STRUCTURES	
	Poles
	Junction Cab
	Pedestal
	Switch Cab
	Vault
	Pull Box
LOCATIONS	
	Fiber
	UG
	Consumer
TRANSFORMERS	
	OH 1PH
	OH 2PH
	OH 3PH
	UG 1PH
	UG 3PH
METER PEDESTALS	
	Single
	Multi
DEVICES	
	Switches
	Fuses
	Regulators
	Capacitors
	Sectionalizers
	Step Trans
	Oil Reclosers
	Elec. Reclosers
	Sub. Reclosers
MISCELLANEOUS	
	Open Points
	Lights
	Anchors
CONDUCTOR	
	OH Prim
	UG Prim
	OH Sec
	UG Sec

Reviewed/Approved By:
Date:



Disclaimer: The design and map print is not survey grade, nor set to a specific scale.
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



500 Cooperative Way
Brighton, CO 80603
303.659.0551

Invoice

Account	Order
16603	611433
Order Date	Order Type
10/8/25	Standard

Terms
Construction will be scheduled after payment and all required documents are received.

CITY OF FT LUPTON
ATTN: ACCOUNTS PAYABLE
130 SOUTH MCKINLEY AVE
FORT LUPTON, CO 80621

Map/Sec: 4606
Contact:
District Rep: HGAM

Description WO 202504012 - ESTIMATED COST OF CONSTRUCTION TO UPGRADE SERVICE FOR THE CITY OF FT.LUPTON WASTEWATER TREATMENT PLANT, LOCATED AT 12285 HWY 52.

THIS INVOICE IS VALID FOR 90 DAYS. UNITED POWER WILL NOT ACCEPT ANY CHECK WITH LIEN WAIVER LANGUAGE.

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
1418194	NON REFUNDABLE CONST COST (ESTIMATED MATERIAL AND LABOR COST)	1.000	EA	66,019.0200	66,019.02	
PIF	PIF FEE (PLANT INVESTMENT FEE)	1.000	EA	5,000.0000	5,000.00	
CT METER	CT METER (NON REFUNDABLE) (CT METERING FEE)	1.000	EA	9,700.0000	9,700.00	
1418192	APPLICATION FEE - NONREFUNDABLE (APPLICATION/DESIGN FEE)	-1.000	EA	1,500.0000	-1,500.00	

TOTAL ORDER AMOUNT: \$ 79,219.02

Private Facilities Locate Form



CUSTOMER NAME: FT.LUPTON WASTEWATER TREATMENT PLANT WORK ORDER: 202504012
 PHONE/CELL NUMBER: _____ LOCATE DATE: _____
 SERVICE ADDRESS: 12285 HWY 52
 OTHER CONTACT INFO: _____

PRIVATE FACILITIES:	YES	NO	MARKED	SKETCHED
TRAFFIC SIGNAL WIRE	☐	☒	☐	☐
WATER	☐	☒	☐	☐
SEWER/SEPTIC/LEACH	☒	☐	☒	☐
IRRIGATION/BURIED PIPE	☐	☒	☐	☐
PROPANE/GAS/OIL/PETROLEUM	☐	☒	☐	☐
SPRINKLER/CONTROL WIRE	☐	☒	☐	☐
PRIVATE COMMUNICATION LINES (Phone/Alarm, etc.)	☐	☒	☐	☐
FIBER OPTIC	☐	☒	☐	☐
PRIVATE ELECTRIC	☐	☐	☒	☐
OTHER	☐	☐	☐	☐

DESCRIPTION: Coordination with contractor (Thalle) to be continued.

This form is to inform United Power of any utilities installed by 'private parties' that Colorado 811 (UNCC) will not notify for locates either as a tier 1 or tier 2. United Power will **NOT** be responsible for any damage to private facilities which are not clearly marked in the field or with a sketch of location, including footages and depth, prior to the start of construction.

**A SIGNED FORM RETURNED WITH NO CHECKMARKS OR SKETCH,
 IS CONSIDERED NOTICE THAT THE SITE IS ALL CLEAR.**

I acknowledge receipt of this document and notification:

Customer Signature: _____ Date: _____

United Power Representative: _____ Date: _____

Private Facilities Locate Form



United Power will provide notification of the scheduled locate date at the contact number provided. If there is no answer, a message will be left at the contact number provided. The land/private facility owner is responsible to mark the location of all facilities AND provide a sketch to United Power by the locate date or before.

CONSTRUCTION WILL NOT BEGIN UNTIL A SIGNED FORM IS RECEIVED.

COMMUNICATION:	YES	NO	Date: _____
CUSTOMER NOTIFIED	☐	☐	
VOICE MESSAGE	☐	☐	



SUBJECT FOR DISCUSSION

Approving the Purchase of 4 Dell PowerEdge R660 Servers for an Amount Not to Exceed \$40,423.40, Allocated from the Capital Project Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

IT would like to acquire four (4) new Dell PowerEdge R660 servers. These servers will be integrated into our VMware production environment, replacing two Dell PowerEdge R640 servers that are nearing the end of their lifecycle. The two R640 servers will be repurposed for our lab environment, while the four new servers will be deployed in the production environment. This upgrade will enable IT to begin transitioning file servers to Server 2025 and facilitate the relocation of at least two servers to the new city hall when the opportunity arises.

FINANCIAL CONSIDERATIONS

IT will be using funds from Capital Projects for Networking Equipment

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- 1.Council proceeds with the purchase of the four (4) new Dell PowerEdge R660 servers
- 2.Council chooses not to move forward on the purchase.

STAFF RECOMMENDATIONS

IT recommends the purchase of the Dell PowerEdge R660 Servers

Attachments: a. Dell Technologies Quote

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Oct. 31, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	Fort Lupton, Colorado Server Proposal	Sales Rep	Andrew Rivera
Quote No.	3000195003233.2	Phone	New Phone number for Andrew Rivera your account manager, 737- 279-9708
Total	\$40,423.40	Email	Andrew.Rivera@dell.com
Customer #	7507260	Billing To	TRAVIS AKSAMITOWSKI CITY OF FORT LUPTON 130 S MCKINLEY AVE FORT LUPTON, CO 80621-1343
Quoted On	Oct. 06, 2025		
Expires by	Oct. 31, 2025		
Contract Name	Dell NASPO Computer Equipment PA - Colorado		
Contract Code	C000001122001		
Customer Agreement #	23026 / 186019		
Solution ID	20812482.2		
Deal ID	29198313		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Andrew Rivera

Shipping Group

Shipping To	Shipping Method
TRAVIS AKSAMITOWSKI CITY OF FORT LUPTON 130 S MCKINLEY AVE FORT LUPTON, CO 80621-1343 (303) 857-6694	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R660 - [AMER_R660_15878]	\$10,105.85	4	\$40,423.40

Subtotal:	\$40,423.40
Shipping:	\$0.00
Non-Taxable Amount:	\$40,423.40
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$40,423.40
---------------	--------------------

Accelerate the power
of AI for your data

Take the first step in achieving
Generative AI success

[Learn More](#)

Shipping Group Details

Shipping To

TRAVIS AKSAMITOWSKI
CITY OF FORT LUPTON
130 S MCKINLEY AVE
FORT LUPTON, CO 80621-1343
(303) 857-6694

Shipping Method

Standard Delivery

PowerEdge R660 - [AMER_R660_15878]

Estimated delivery if purchased today:

Nov. 05, 2025

Contract # C000001122001

Customer Agreement # 23026 / 186019

Unit Price	Quantity	Subtotal
\$10,105.85	4	\$40,423.40

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R660 Server	210-BEQQ	-	4	-
Trusted Platform Module 2.0 V6	461-AAIG	-	4	-
2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC11	321-BHRW	-	4	-
Intel Xeon Silver 4509Y 2.6G, 8C/16T, 16GT/s, 22.5M Cache, Turbo, HT (125W) DDR5-4400	338-CPBY	-	4	-
Intel Xeon Silver 4509Y 2.6G, 8C/16T, 16GT/s, 22.5M Cache, Turbo, HT (125W) DDR5-4400	338-CPBY	-	4	-
Additional Processor Selected	379-BDCO	-	4	-
No HBM	379-BFFD	-	4	-
Performance Heatsink for 2 CPU configuration (CPU more than or equal to 250W)	412-ABCG	-	4	-
Performance Optimized	370-AAIP	-	4	-
5600MT/s RDIMMs	370-BBRX	-	4	-
Unconfigured RAID	780-BCDS	-	4	-
PERC H755 SAS Front	405-AAZB	-	4	-
Front PERC Mechanical Parts, rear load	750-ADRI	-	4	-
Power Saving Dell Active Power Controller	750-AABF	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
No Energy Star	387-BBEY	-	4	-
4 Very High Performance Fans	384-BCUJ	-	4	-
Dual, Redundant(1+1), Hot-Plug Power Supply, 1100W MM(100-240Vac) Titanium	450-AKLF	-	4	-
Riser Config 3, Full Height, 2x16 FH Slots (Gen5)	330-BBYZ	-	4	-
Motherboard MLK supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above	329-BKBR	-	4	-
Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0	540-BCOC	-	4	-
LOM Blank	540-BDMK	-	4	-
No Cables Required	470-AEYU	-	4	-
PowerEdge 1U LCD Bezel	325-BEUG	-	4	-
Dell Luggage Tag	350-BCKC	-	4	-
BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)	403-BCRU	-	4	-

BOSS Cables and Bracket for R660	470-AFMG	-	4	-
No Quick Sync	350-BBXM	-	4	-
iDRAC Factory Generated Password for OCP cards	379-BETG	-	4	-
iDRAC Group Manager, Disabled	379-BCQY	-	4	-
No Operating System	611-BBBF	-	4	-
No Media Required	605-BBFN	-	4	-
Dell Connectivity Client - Disabled	379-BFXT	-	4	-
Dell Connectivity Module	634-CYDF	-	4	-
Secured Component Verification	528-COYT	-	4	-
iDRAC9, Datacenter 16G	528-CTID	-	4	-
OpenManage Enterprise Advanced Plus	528-CTZH	-	4	-
Dell Secure Onboarding Client Disabled	634-CZRQ	-	4	-
Cable Management Arm	770-BDMT	-	4	-
ReadyRails Sliding Rails (A15)	770-BECD	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
PowerEdge R660 Shipping	340-DBXZ	-	4	-
PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF	340-DBYC	-	4	-
R660 Dell label (BIS) for 2.5" Chassis	343-BBTS	-	4	-
PowerEdge R660 CE, CCC Marking	343-BBUB	-	4	-
ProSupport 7x24 Technical Support and Assistance 3 Years	887-1067	-	4	-
ProSupport Next Business Day On-Site Service After Problem Diagnosis 3 Years	887-1075	-	4	-
Dell Hardware Limited Warranty Plus On-Site Service	887-1076	-	4	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	4	-
32GB RDIMM, 5600MT/s, Dual Rank	370-BBRY	-	64	-
600GB Hard Drive SAS ISE 12Gbps 10k 512n 2.5in Hot-Plug	161-BCDJ	-	12	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	8	-
Intel E810-XXV Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height	540-BCYK	-	4	-

Subtotal:	\$40,423.40
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$40,423.40

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



SUBJECT FOR DISCUSSION

Approving a Resolution of the City of Fort Lupton Waiving the \$25.00 Fee for Business License Renewal Applications Through December 31, 2025

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City Clerk's Office is desiring to provide a benefit for businesses who renew their 2025 Business License prior to December 31, 2025. The fee would be waived ONLY on the businesses that renew their business license, not on initial applications for a Business License. Providing this benefit may encourage businesses to apply in a timely manner.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. Approve the Resolution waiving the \$25 fee
2. Deny the Resolution.

STAFF RECOMMENDATIONS

Staff seeks approval.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2025R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON WAIVING THE FEE FOR BUSINESS LICENSE RENEWAL APPLICATIONS THROUGH DECEMBER 31, 2025

WHEREAS, in 2002, the Fort Lupton City Council adopted Ordinance 805, setting the fee for new Sales Tax license to be set by Resolution; and

WHEREAS, in 2002, Resolution 2002-049 was approved setting the fee to \$25 for each new Sales Tax license and each renewal license under Municipal Code Section 4-80; and

WHEREAS, in 2015, Ordinance 995 was adopted avoiding duplication and providing for the efficiency and a clear understanding of a Business License and Sales Tax License,

WHEREAS, because the Sales Tax License met the same requirements of a Business License and the fee structure for a Business License can be approved by Resolution, the Ordinance repealed and reenacted several sections of Fort Lupton Municipal Code, Chapter 6, Article I; and

WHEREAS, the Staff is desiring to provide a benefit for businesses who renew their 2025 Business License prior to December 31, 2025; and

WHEREAS, providing this benefit may encourage businesses to apply in a timely manner.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, hereby approves waiving the Business License renewal application fee of \$25.00, if a business applies and submits a completed application for a license prior to December 31, 2025.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 21ST 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



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. Intrepid Fiber 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 Intrepid locate requests. The agreement is extendable after the 1-year term at \$8,750.00 per month. The agreement is modified to provide effective date 2 months following execution of the agreement.

Upon execution of the agreement by Intrepid, recruiting for the position would begin immediately with an anticipated hire in November 2025, training and operational beginning of the 2026.

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 two months following execution 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 two (2) months following execution 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. Charges 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: 10/13/2025
Email: jeff.polachek@intrepidfiber.com

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

Andy Ausmus
City Attorney



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

Accepting a Bid Proposal from Ayres Associates Inc. to Serve as the Consultant Firm to Develop a Housing Needs Assessment for an Amount Not to Exceed \$65,410.00, Allocated from the General Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On September 8, 2025, a committee of City Staff conducted interviews with the top four firms selected from the submitted proposals for the Housing Needs Assessment. Although all four firms were deemed qualified, Ayres Associates Inc. ("Ayres") received the highest overall score based on a 100-point evaluation scale across five distinct categories. The scope of work and fee schedule for Ayres is detailed in the Vendor Agreement (Attachment A)

FINANCIAL CONSIDERATIONS

The Housing Needs Assessment is a component of the broader Comprehensive Plan Update and will be funded through its allocated budget. The Comprehensive Plan has a total budget of \$250,000, with the Housing Needs Assessment to be completed for an amount not to exceed \$65,410.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

Request for qualifications closed on August 22, 2025, staff could look at other consultants that were interviewed. 9 proposals were submitted with top four firms interviewed.

STAFF RECOMMENDATIONS

Staff recommends to accept Ayres Associates Inc proposal (attachment A) to provide consultant services for the Housing Needs Assessment for an amount not exceed \$65,410.00.

Attachments: a. Vendor Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



City of Fort Lupton, Colorado

Vendor Agreement

This VENDOR Agreement is entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and Ayres Associates Inc. (hereinafter "VENDOR").

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

1. SCOPE OF SERVICES. VENDOR shall perform the referenced services, with project services included in the scope of work set forth and incorporated herein as **Exhibit A**. VENDOR confirms it possesses all necessary permits, if any are required and professional licenses, as needed, and is in good standing with the State of Colorado. Further, VENDOR states, if applicable, it possesses liability insurance.

2. CONTRACT DOCUMENTS. This Agreement consists of and includes this Agreement and the scope of work set forth in the VENDOR's Scope of Work attached hereto as **Exhibit A**. In the event of any conflict between the specific contract terms and requirements of this Vendor Agreement and any terms and conditions of Vendor or Exhibit A, the parties specifically agree the terms of this Vendor Agreement shall control.

3. PERIOD OF SERVICE AND SCHEDULE. The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal.

4. CONTRACT SUM. The City shall pay to the VENDOR for performance and completion of the work and or services encompassed by this Agreement, and the VENDOR will accept as full compensation therefore the sum of not to exceed **\$65,410.00** for services, as set forth in the Fee Schedule incorporated in **Exhibit A**, and subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the VENDOR of any review corrections as determined by the City.

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

additional work has been made and the change order is approved by the City in its sole discretion in writing. City shall have the right to make changes within the general scope of VENDOR's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and VENDOR.

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. VENDOR'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 VENDOR 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 VENDOR AGREEMENT AND ANY TERMS AND CONDITIONS OF THE VENDOR OR EXHIBIT A ATTACHED HERETO, THE PARTIES SPECIFICALLY AGREE THE TERMS OF THIS FORT LUPTON VENDOR AGREEMENT SHALL CONTROL.***

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

9. TERMINATION. Services may be terminated by City or VENDOR by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay VENDOR all amounts due for all services properly rendered and accepted by the City. No other fees will be paid or owed for services not otherwise rendered. The City may terminate this Vendor Agreement without cause with thirty (30) days' written notice and shall pay for services actually rendered and accepted prior to the effective date of the termination but shall have no further obligation other than as set forth herein.

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

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

12. OSHA REQUIREMENTS. VENDOR 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. VENDOR 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. VENDOR acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for its actions regarding all OSHA rules and regulations.

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

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

15. 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.

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

17. STANDARD OF CARE.

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

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

18. LIABILITY INSURANCE

1. Comprehensive General Liability

a. The VENDOR shall name the City as an additional insured on any applicable insurance policy. The VENDOR shall purchase and maintain in force a Comprehensive General Liability Insurance Policy and such other insurance that is appropriate or applicable for the work being performed and services furnished and shall provide protection from claims set forth hereinbelow which may arise out of or result from the VENDOR's performance and furnishing of the work and the VENDOR's other obligations under the Contract Documents, whether performed or furnished by the VENDOR, by any Sub-VENDOR, 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;

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- ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
 - iii. Claims for damages because of bodily injury, sickness or disease, or the death of any person other than the VENDOR'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 VENDOR; or
 - b) by any other person for any other reason; Claims for damages, other than to the Work itself, because of injury to or the destruction of tangible property wherever located, including the loss of use resulting therefrom;
 - c) Claims for damages because of bodily injury or the death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- (a) The insurance required shall include the specific coverages, and be written for not less than the limits of liability and coverages specified or required by Colorado Law, whichever is greater.
- i. If applicable, Workers' Compensation and related coverages:
 - a) State of Colorado Statutory
 - b) Applicable Federal Statutory
 - c) Employer's Liability \$ 100,000 each accident
 \$ 500,000 disease, policy limit
 \$ 100,000 disease, each employee
- (b) The VENDOR's Comprehensive General Liability Insurance Policy shall include:
- i. General Aggregate \$ 1,000,000
 - ii. Personal and Advertising Injury \$ 500,000
 - iii. Each Occurrence (Bodily Injury and Property Damage) \$ 500,000
 - iv. Excess or Umbrella Liability Bodily Injury and Property Damage \$ 2,000,000
 - Retention \$ 10,000
2. **Automobile Liability**
 Combined Single Limit of \$ 2,000,000
3. **If applicable, Professional Liability**
 Limits of Liability:
- Aggregate \$ 4,000,000
 - Per Claim \$ 1,000,000

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

EXECUTED THIS 30th DAY OF September, 2025.

CITY OF FORT LUPTON, COLORADO

BY: _____

TITLE: _____

VENDOR:



BY: Matthew J. Ashby, AICP

TITLE: VP of Development Services

Fort Lupton – Housing Needs Assessment

Scope of Work (10 16 2025)

The following scope is provided to break down the completion. We anticipate being roughly 50 percent complete by the end of 2025.

ITEM	EXPECTED COMPLETION	FEE
TASK 1	December 2025	\$12,320
TASK 2	December 2025	\$17,390
TASK 3	March 2026	\$22,440
TASK 4	April 2026	\$13,260

Task 1. KICKOFF AND OUTREACH

Task 1.1 Project Kickoff

- Establish key milestones, communication protocols, and success metrics.
- Identify a diverse stakeholder group including city staff, housing organizations, and community partners.
- Discuss local definitions and perceptions of affordable, attainable, and workforce housing.
- Brainstorm education and engagement strategies tailored to Fort Lupton’s community.

Task 1.2 Education and Outreach

- Website & Educational Content
- Develop a “Project 101” guide and distribute via the city’s website and communication channels.
- Help ensure content is clear and accessible to all residents.
- In-Person Outreach:
 - Host stakeholder focus groups to gather insights on housing challenges.
 - Organize informal drop-in events at local venues (e.g., coffee shops, community centers).
 - Participate in a city-wide event (e.g., fall festival) to engage the broader community.
 - Please note that all information will be available in both English and Spanish.
- Online Community Survey - Design and distribute a community-wide survey using utility billing emails, mailers, and/or postcards, in both English and Spanish.

Task 1 - Deliverables

- Kickoff meetings
- Stakeholder engagement plan
- Educational materials
- Survey tools
- Outreach logistics

Task 2. DATA COLLECTION AND ANALYSIS

Task 2.1 Baseline Data Collection & Housing Inventory

- Compile demographic, economic, and housing data from sources like Census, assessor records, and city permits.
- Inventory existing housing stock by type (e.g., single family, townhomes, apartments).
- Validate and refine data trends with City staff.

Task 2.2 Housing Demand Analysis

- Project housing demand over the next 5–10 years based on population growth, employment trends, and market shifts.
- Assess availability of affordable and attainable housing options.
- Analyze housing costs across income levels.
- Identify gaps and constraints in the housing market.
- Create data snapshots for inclusion in the final report.

Task 2 Deliverables

- Baseline data
- Housing inventory
- Demand analysis
- Demographic/economic snapshots

Task 3. REGULATIONS, PROGRAMS, AND POLICIES

Task 3.1 Program and Policy Strategies

- Evaluate affordable housing tools like density bonuses, fee waivers, and land banking.
- Review entitlement processes and identify improvement opportunities.
- Align strategies with Proposition 123 and other state programs.
- Explore funding opportunities and development capacity-building options.
- Conduct a joint Planning Commission and City Council work session.

Task 3.2 Action Plan Development

- Draft an implementation action plan with clear next steps.
- Facilitate strategic workshops with staff and partners.
- Integrate feedback into the final report.

Task 3.3 Code Review & Audit

- Review recent regulatory updates and qualifying strategy ordinances.
- Conduct an audit to identify barriers and improvement areas.

Task 3.4 Code Redlines

- Prepare targeted redlines to promote affordable housing development.

- Collaborate with staff through two rounds of review to finalize code updates.

Task 3 - Deliverables

- Policy framework
- Action plan
- Code audit and redlines
- Work session materials

4.1 Report Development

- Prepare a draft report incorporating feedback from stakeholders and staff.
- Complete a preliminary review with representatives from DOLA for statutory compliance.
- Conduct two rounds of review.
- Present the final report to Planning Commission and City Council.
- Include the implementation action plan as an appendix.

Task 4 - Deliverables

- Draft and final reports
- Presentation materials
- Action plan appendix