



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, January 6, 2026
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. January 6, 2026 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. December 16, 2025 City Council Meeting Minutes**
- b. Second Reading Ordinance 2025-1192 Rezoning of a Property Known as the Northland Business Park Change of Zone**
- c. Second Reading Ordinance 2025-1193 Accepting an Annexation Known as the L.G. Everist NW Annexation Nos. 1-2 and Approving the Annexation Agreement**
- d. Second Reading Ordinance 2025-1194 Initially Zone Land Known as the L.G. Everist NW Initial Zoning to the 'A' Agriculture Zone District**
- e. Second Reading Ordinance 2025-1195 Accepting an Annexation Known as the L.G. Everist NE Annexation and Approving the Annexation Agreement**
- f. Second Reading Ordinance 2025-1196 Initially Zone Land Known as the L.G. Everist NE Initial Zoning, to the 'A' Agriculture Zone District**
- g. Second Reading Ordinance 2025-1197 Amending Portions of Chapter 16 – Development Code**
- h. AM 2026-001 Approving a Resolution Designating the City of Fort Lupton Webpage www.fortluptonco.gov as the Public Place for Posting Notices of Public City Meetings in Accordance with Colorado Revised Statutes Open Meetings Law**
- i. AM 2026-002 Approving a Resolution Adopting the Three Mile Area Plan for 2026**
- j. AM 2026-003 Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Corresponding Advisory Committees for a Term Beginning January 6, 2026 and Ending December 31, 2027**
- k. AM 2026-004 Approving a Resolution Designating William Carnes, Chief of Police, as the Emergency Response Authority**

- l.** AM 2026-005 Authorize the City Administrator to Accept a Service Agreement from Dig Deep to Provide Grants-Related Technical Assistance Services for Pursuing the DOLA Local Planning Capacity Grant
- m.** AM 2026-006 Approving a Resolution Ratifying the Mayor's Appointment of Kathy Kvasnicka to the Planning Commission as a Regular Member for a Three-year Term Beginning January 18, 2026 and Ending January 18, 2029
- n.** AM 2026-007 Approving a Resolution Appointing Ashley Greene as a Regular Member of the Planning Commission for a Term to Expire March 5, 2027
- o.** AM 2026-009 Approve Additional Services to Contract with JR Engineering for an Amount Not to Exceed \$14,630.00 for Added CDOT Requirements for Analysis of Highway 52 / College Avenue Intersection Project from the Street Sales Tax Fund
- p.** AM 2026-010 Award of Public Works Services Agreement to Dig Deep Research for an Amount Not to Exceed \$31,792.00 for Professional Services for Technical Services Related to the Water Strategy Plan in Conjunction with the Colorado Water Conservation Board Grant Awarded for the Drought Response Plan and Water Conservation/Efficiency Plan from the Utility Fund
- q.** AM 2026-011 Authorizing Staff to Adjust the Police Department Retirement Percentages to Match the Fire and Police Pension Association Contributions (FPPA), Contingent on Adopting FPPA
- r.** AM 2026-013 Approving the Annual Renewal of Cyber Security Software(s) from DigeTeks for an Amount Not to Exceed \$59,616.00, Allocated from the IT Department's General Fund

Action Memorandum

- a.** AM 2026-008 Award of Contract to Tait & Associates, Inc. for an Amount Not to Exceed \$48,000.00 for Surveying Services for the 6th Street Rehabilitation Project from the Street Sales Tax Fund
- b.** AM 2026-012 Approving a Resolution for an Agreement for an Economic Incentive via a Sales Tax Reimbursement to Breakfast Inn, LLC, Under the Targeted Restaurant & Entertainment Activation Policy & Program
- c.** AM 2026-014 Accepting the 2026 Workers' Compensation from Pinnacol Assurance and the Boiler and Machinery and Cyber Liability Coverage Quotation from Traveler's for a Total Amount Not to Exceed \$414,875.00.

Staff Reports

Mayor/Council Reports

Future City Events

- a.** January 7, 2026 Coffee with a Cop, Fort Lupton Recreation Center, 203 S. Harrison Ave., 8:00 a.m. - 9:00 a.m.
January 19, 2026 City Offices Closed in Observation of Martin Luther King Jr. Day

Upcoming Meetings

- a. January 13, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- January 20, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- January 27, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- February 3, 2026 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: 12/17/2025 - 01/06/2026

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						
003999	PATRICK A VASQUEZ	12/17/2025	Regular	0.00	172.27	109217
5786	Invoice	12/17/2025	GF-REISSUE OUTSTANDING PR CK #5786	0.00	3.55	
5939	Invoice	12/17/2025	GF-REISSUE OUTSTANDING PR CK #5939	0.00	6.78	
5969	Invoice	12/17/2025	GF-REISSUE OUTSTANDING PR CK #5969	0.00	161.94	
002167	A-1 CHIPSEAL COMPANY	12/23/2025	Regular	0.00	1,500.00	109218
121725	Invoice	12/17/2025	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
000040	AFLAC	12/23/2025	Regular	0.00	2,037.34	109219
297638	Invoice	12/11/2025	GF-SUPPLEMENTAL INS FOR DECEMBER 2...	0.00	2,037.34	
000108	AUSMUS LAW FIRM PC	12/23/2025	Regular	0.00	7,700.00	109220
9758	Invoice	11/01/2025	GF-2025 City Attorney Services-Legal	0.00	6,500.00	
9765	Invoice	11/01/2025	GF-PROSECUTION SERVICES FOR OCT 2025...	0.00	1,200.00	
003421	BC BUILDERS	12/23/2025	Regular	0.00	11,005.50	109221
121525	Invoice	12/15/2025	GF-2022 Building Permit Refunds	0.00	11,005.50	
002228	BEMAS CONSTRUCTION INC	12/23/2025	Regular	0.00	3,000.00	109222
121725	Invoice	12/17/2025	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
121725A	Invoice	12/17/2025	UF-HYD METER REFUND-UB	0.00	1,500.00	
000182	CEM SALES & SERVICE INC	12/23/2025	Regular	0.00	2,995.00	109223
12502261	Invoice	12/08/2025	REC-POOL CHEMICALS-REC CENTER	0.00	2,995.00	
003993	CHALLENGER DENVER, LLC	12/23/2025	Regular	0.00	10,210.35	109224
121525	Invoice	12/15/2025	GF-2022-2023 Building Permit Refunds	0.00	10,210.35	
000241	CITY OF FT LUPTON-UTIL INVOICE	12/23/2025	Regular	0.00	21,130.25	109225
110035001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-S RAILRO...	0.00	284.21	
110036002 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-ANIMAL ...	0.00	105.58	
110221001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-RR PK SO...	0.00	145.01	
110222001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-RR PK NO...	0.00	145.01	
110249001 NOV...	Invoice	12/01/2025	GOLF-10/31-12/01WATER USAGE-CLUBH...	0.00	253.09	
110251001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-CC MAST ...	0.00	79.75	
110252001 NOV...	Invoice	12/01/2025	GOLF-10/31-12/01 WATER USAGE-IRRIGAT..	0.00	7,189.30	
110252101 NOV...	Invoice	12/01/2025	GOLF-10/31-12/01 WATER USAGE-RESTR...	0.00	92.65	
330025001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-9TH ST PK	0.00	145.00	
330031001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-N RAILRO...	0.00	145.00	
330045001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-PW SHOP	0.00	140.21	
330092001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-5TH & FU...	0.00	145.00	
330166001 NOV...	Invoice	12/01/2025	CPR-10/31-12/01 WATER USAGE-MUSEUM	0.00	50.39	
330920000 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-CANNERY ...	0.00	34.65	
550055501 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-VERIZON ...	0.00	163.04	
550057001 NOV...	Invoice	12/01/2025	CPR-10/31-12/01 WATER USAGE-COMM C...	0.00	743.38	
550057601 NOV...	Invoice	12/01/2025	REC-10/31-12/01 WATER USAGE-REC CEN...	0.00	2,117.09	
550057701 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-IRRG REC ...	0.00	1,382.51	
660092001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-LANCAST...	0.00	145.00	
770109501 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-HERITAGE...	0.00	34.80	
770116501 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-HERITAGE...	0.00	34.80	
770214501 NOV...	Invoice	12/01/2025	GOLF-10/31-12/01 WATER USAGE-IRRIGAT..	0.00	44.56	
770229001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-ROADSIDE...	0.00	145.00	
770229501 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-PEARSON ...	0.00	602.45	
770229601 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-PEARSON ...	0.00	34.82	
770231101 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-25.5 S GR...	0.00	34.65	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
990004001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-S MCKINL...	0.00	145.02	
990004101 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-KOSHIO PK..	0.00	92.65	
990006001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-IRRIG N IS...	0.00	34.80	
990007001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-IRRIG CITY...	0.00	34.84	
990008001 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-IRRIG S IS...	0.00	34.80	
990132001 NOV...	Invoice	12/01/2025	CEM-10/31-12/01 WATER USAGE-CEMETE...	0.00	6,254.73	
999910000 NOV...	Invoice	12/01/2025	GF-10/31-12/01 WATER USAGE-FULTON V...	0.00	96.46	
	Void	12/23/2025	Regular	0.00	0.00	109226
	Void	12/23/2025	Regular	0.00	0.00	109227
003994	CLAYTON HOMES EVANS	12/23/2025	Regular	0.00	565.35	109228
121525	Invoice	12/15/2025	GF-2022 & 2024 Buildig Permit Refunds	0.00	565.35	
002651	COLORADO COMMUNITY MEDIA	12/23/2025	Regular	0.00	1,396.29	109229
145130	Invoice	12/11/2025	GF-LEGAL/PUBLIC NOTICES-	0.00	1,396.29	
003740	COLORADO PORTABLES LLC	12/23/2025	Regular	0.00	135.00	109230
141650	Invoice	12/04/2025	GF-PORTABLE TOILET SERVICES-PARKS	0.00	135.00	
000306	COMCAST BUSINESS	12/23/2025	Regular	0.00	2,933.41	109231
257760439	Invoice	12/01/2025	GF/CPR/REC-DEC 2025 INTERNET SERV-RE...	0.00	2,933.41	
000307	COMCAST CABLE COMM, LLC	12/23/2025	Regular	0.00	268.73	109232
0208785 DEC25	Invoice	12/04/2025	GF-DECEMBER 2025 INTERNET SERVICE-P...	0.00	268.73	
001517	CORE&MAIN LP	12/23/2025	Regular	0.00	814.22	109233
Y195668	Invoice	12/03/2025	UF-BRASS BUSHINGS, PARTS-W LINES	0.00	680.55	
Y204151	Invoice	12/03/2025	UF-METER GASKETS, RUBBER WASHER-W ...	0.00	85.00	
Y205655	Invoice	12/03/2025	UF-BUSHING, METER PARTS-W LINES	0.00	48.67	
003900	D2 CONSULTANTS, LLC	12/23/2025	Regular	0.00	7,857.00	109234
1	Invoice	12/10/2025	WST-NON-POTABLE SYSTEM MASTER PLA...	0.00	7,857.00	
003925	DESIGN WORKSHOP, INC	12/23/2025	Regular	0.00	20,162.95	109235
0083410	Invoice	12/05/2025	GF-PARKS & TRAILS MASTER PLAN-PARKS	0.00	20,162.95	
000401	DR HORTON, INC	12/23/2025	Regular	0.00	11,423.70	109236
121525	Invoice	12/15/2025	GF-2022-2025 Building Permit Refunds	0.00	11,423.70	
003979	FIX-IT-GROUP LLC, BTU HOLDINGS LLC	12/23/2025	Regular	0.00	27.00	109237
121525	Invoice	12/15/2025	GF-2022 Building Permit Refund	0.00	27.00	
002011	FRONT RANGE LUMBER COMPANY	12/23/2025	Regular	0.00	18.47	109238
49977/2	Invoice	12/01/2025	GF-3 RAIL TRTD, DOWELED-PARKS	0.00	18.47	
002143	GREEN CO2 SYSTEMS	12/23/2025	Regular	0.00	175.70	109239
00393662	Invoice	12/10/2025	REC-GREEN CO2 REFILL-REC CENTER	0.00	175.70	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI	12/23/2025	Regular	0.00	270.00	109240
27	Invoice	12/05/2025	REC-MONTHLY NURSE FEES FOR NOVEMB...	0.00	270.00	
000588	ID EDGE INC	12/23/2025	Regular	0.00	528.00	109241
105800	Invoice	12/04/2025	REC-RIBBON FOR CARD PRINTER-REC CEN...	0.00	528.00	
003998	INDUSTRIAL HYDRAULICS & MACHINE	12/23/2025	Regular	0.00	1,080.75	109242
13177	Invoice	12/02/2025	GOLF-PARTS/SUPPLIES-MAINT	0.00	1,080.75	
003577	JR ENGINEERING LLC	12/23/2025	Regular	0.00	2,212.50	109243
88010	Invoice	12/01/2025	GF-Transportation Plan-Engineering	0.00	1,650.00	
88011	Invoice	12/01/2025	SST-HWY 52 & COLLEGE AVE PROJECT DES...	0.00	562.50	
000735	LL JOHNSON DISTRIBUTING	12/23/2025	Regular	0.00	244.89	109244
1168761-00	Invoice	12/02/2025	GOLF-SUPPLIES-MAINT	0.00	103.01	
4088887-00	Invoice	12/02/2025	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	141.88	
003990	NOAH JUSTICE	12/23/2025	Regular	0.00	40.00	109245

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2007943.001	Invoice	12/10/2025	REC-PROGRAM REFUND FOR VOLLEYBALL ...	0.00	40.00	
000865	OFFICE DEPOT	12/23/2025	Regular	0.00	75.93	109246
449291175001	Invoice	12/03/2025	GF-COLD CUPS-ADMIN	0.00	13.52	
449291474001	Invoice	12/03/2025	GF-FORKS, NAPKINS-ADMIN	0.00	43.99	
449291475001	Invoice	12/03/2025	GF-STEAK KNIVES-ADMIN	0.00	18.42	
002738	ORIGINAL WATERMEN INC	12/23/2025	Regular	0.00	246.98	109247
502421	Invoice	12/01/2025	REC-LIFEGUARD SHORTS-REC CENTER	0.00	246.98	
003995	ROLLIE AVE LLC	12/23/2025	Regular	0.00	5,387.50	109248
121525	Invoice	12/15/2025	GF-2022 Building Permit Refund	0.00	5,387.50	
003975	SPHERE RENEWABLES LLC	12/23/2025	Regular	0.00	4,739.25	109249
121025	Invoice	12/10/2025	GF-2023 Building Permit Refund	0.00	4,739.25	
001040	STERICYCLE	12/23/2025	Regular	0.00	37.45	109250
8012856624	Invoice	12/10/2025	GF-SHRED SERVICE @ PLANNING-CITY CL	0.00	37.45	
002967	SYNERGETIC STAFFING LLC	12/23/2025	Regular	0.00	1,350.71	109251
21012346	Invoice	12/16/2025	GF-TEMP WAGES FOR DEC 8-12, 2025-FIN	0.00	1,350.71	
001075	THE CONSOLIDATED MUTUAL	12/23/2025	Regular	0.00	238.87	109252
121225A	Invoice	12/12/2025	UF-NOV 2025 PERRY PUMP DISCHARGE P...	0.00	137.96	
121225B	Invoice	12/12/2025	UF-NOV 2025 WELL PUMP B-W STOR	0.00	65.38	
121225C	Invoice	12/12/2025	UF-NOV 2025 WELL PUMP C-W STOR	0.00	35.53	
003996	THE STEWART/PERRY COMPANY, INC.	12/23/2025	Regular	0.00	1,969.50	109253
121525	Invoice	12/15/2025	GF-2024 Building Permit Refund	0.00	1,969.50	
001137	UNITED POWER	12/23/2025	Regular	0.00	188.07	109254
10213507 DEC25	Invoice	12/15/2025	GF-DECEMBER 2025 ELECTRIC SERV 1200 ...	0.00	188.07	
001156	VERIZON WIRELESS SVCS LLC	12/23/2025	Regular	0.00	5,552.08	109255
6129532066	Invoice	12/01/2025	GF- 10/27-11/26 VERIZON HOT SPOTS-MI...	0.00	5,552.08	
001174	WAGNER EQUIPMENT CO.	12/23/2025	Regular	0.00	2,176.20	109256
P00C2868782	Invoice	12/10/2025	UF-AIR FILTERS, PARTS-W LINES	0.00	399.66	
P00C2868783	Invoice	12/10/2025	GF-FILTERS, SUPPLIES-STREETS	0.00	728.56	
P00C2868784	Invoice	12/10/2025	UF-FILTERS, PARTS-W LINES	0.00	320.84	
P00C2868785	Invoice	12/10/2025	GF-PARTS-STREETS	0.00	156.33	
P00C2869276	Invoice	12/11/2025	GF/UF-LUBE, FILTERS-W LINES/STREETS	0.00	508.90	
P00C2869713	Invoice	12/12/2025	UF-SWITCH-W LINES	0.00	61.91	
003441	WANER CONSTRUCTION CO	12/23/2025	Regular	0.00	3,428.00	109257
121525	Invoice	12/15/2025	GF-2022 Building Permit Refunds	0.00	3,428.00	
000453	FAMILY SUPPORT REGISTRY	12/26/2025	Regular	0.00	140.76	109269
INV0001895	Invoice	12/26/2025	A. Infante Jr - Remit ID 06092977-SDU/Tri...	0.00	140.76	
003612	JOHNSON MARK LLC	12/26/2025	Regular	0.00	450.34	109270
INV0001896	Invoice	12/26/2025	Brian Oswalt-Case #2024C042153	0.00	450.34	
002254	ADIDAS AMERICA INC	12/30/2025	Regular	0.00	671.10	109271
6164178683	Invoice	12/01/2025	GF-BREAST CANCER APPAREL-HR	0.00	47.40	
6164592812	Invoice	12/12/2025	GF-WELLNESS APPAREL-HR	0.00	326.70	
6164623538	Invoice	12/16/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	66.00	
6164623887	Invoice	12/16/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	23.70	
6164628482	Invoice	12/16/2025	GF-WELLNESS APPAREL-HR	0.00	72.00	
6164643243	Invoice	12/16/2025	REC-CUSTODIAN STAFF SHIRTS	0.00	135.30	
000183	CALLAWAY GOLF SALES COMPANY	12/30/2025	Regular	0.00	6,450.00	109272
941478757	Invoice	12/01/2025	GOLF-RANGE BALLS-PRO SHOP	0.00	6,450.00	
001506	CHRISTOPHER CROSS	12/30/2025	Regular	0.00	299.75	109273

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122225	Invoice	12/22/2025	GF-PETTY CASH REIMBURSEMENT	0.00	299.75	
000239	CITY OF FORT LUPTON	12/30/2025	Regular	0.00	50.00	109274
122225	Invoice	12/22/2025	GF-CASE #133524-1 MIA HERNANDEZ REST..	0.00	50.00	
002651	COLORADO COMMUNITY MEDIA	12/30/2025	Regular	0.00	51.96	109275
145367	Invoice	12/18/2025	GF-PUBLICATION NOTICE-CITY CLERK	0.00	51.96	
000306	COMCAST BUSINESS	12/30/2025	Regular	0.00	2,716.70	109276
258572992	Invoice	12/15/2025	GC- 12/15-1/14 PHONE-GOLF COURSE	0.00	2,716.70	
001517	CORE&MAIN LP	12/30/2025	Regular	0.00	6,037.35	109277
Y278598	Invoice	12/17/2025	UF-WATER LINE SUPPLIES-W LINES	0.00	470.49	
Y286644	Invoice	12/18/2025	UF-LINE REPAIRS-W LINES	0.00	944.19	
Y294062	Invoice	12/19/2025	UF-LINE REPAIRS-W LINES	0.00	4,622.67	
002011	FRONT RANGE LUMBER COMPANY	12/30/2025	Regular	0.00	50.94	109278
50742/2	Invoice	12/17/2025	GF-2X12-8 KDAT MCA US4A-PARKS	0.00	50.94	
000512	FUZION FIELD SERVICES LLC	12/30/2025	Regular	0.00	297.50	109279
407012	Invoice	12/22/2025	GOLF-PORTABLE RESTROOM-MAINT	0.00	297.50	
003657	HOWARD BECKER	12/30/2025	Regular	0.00	682.50	109280
25123	Invoice	12/15/2025	GF-NEW SIGNATURE PLATE-FINANCE	0.00	682.50	
003777	KELLEY ESCALERA	12/30/2025	Regular	0.00	77.00	109281
2007944.001	Invoice	12/17/2025	REC-PRO-RATED MEMBERSHIP REFUND	0.00	77.00	
002298	MARIELA BOCANEGRA	12/30/2025	Regular	0.00	80.00	109282
2007945.001	Invoice	12/17/2025	REC-VOLLEYBALL PROGRAM REFUND	0.00	80.00	
003959	MUNICIPAL APPAREL COMPANY, LLC	12/30/2025	Regular	0.00	248.00	109283
INVMA115855	Invoice	12/19/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	248.00	
000865	OFFICE DEPOT	12/30/2025	Regular	0.00	56.37	109284
451766841001	Invoice	12/12/2025	GF-OFFICE SUPPLIES	0.00	56.37	
003213	OLD TOWN PEST CONTROL	12/30/2025	Regular	0.00	600.00	109285
14323	Invoice	12/22/2025	GF-PEST CONTROL-SHOP	0.00	600.00	
003545	POINT AND PAY, LLC	12/30/2025	Regular	0.00	50.00	109286
PNP11108-00-11...	Invoice	12/22/2025	GF-NOV25 FEES-PLANNING	0.00	50.00	
001643	PROCEDURE INC	12/30/2025	Regular	0.00	20,031.45	109287
2893128	Invoice	12/01/2025	GF-INSPECTION FEES/PERMITS-BLDG INSP	0.00	20,031.45	
000933	R&R PRODUCTS INC	12/30/2025	Regular	0.00	189.45	109288
CD3102297	Invoice	12/22/2025	GOLF-PARTS-MAINT	0.00	189.45	
003467	SCHILZ MARTIAL ARTS & KICKBOXING	12/30/2025	Regular	0.00	142.80	109289
121625	Invoice	12/16/2025	REC-DEC25 MARTIAL ARTS	0.00	142.80	
001624	STATE OF COLORADO	12/30/2025	Regular	0.00	5,711.39	109290
000057573	Invoice	12/17/2025	UF-BILLS/LATE NOTICES NOV25-UB	0.00	5,082.94	
000057584	Invoice	12/18/2025	UF-LATE NOTICE DECEMBER 2025-UB	0.00	628.45	
002694	SYMMETRY ENERGY SOLUTIONS LLC	12/30/2025	Regular	0.00	3,480.48	109291
21130944	Invoice	12/19/2025	REC-GAS SERVICE NOV25	0.00	3,480.48	
002967	SYNERGETIC STAFFING LLC	12/30/2025	Regular	0.00	1,063.32	109292
21012349	Invoice	12/22/2025	GF-TEMP WAGES 12/15-12/21/25-FIN	0.00	1,063.32	
001120	TRUDILIGENCE LLC	12/30/2025	Regular	0.00	49.99	109293
69835	Invoice	12/01/2025	GF-BACKGROUND CHECKS-HR	0.00	49.99	
001224	XCEL ENERGY-GAS	12/30/2025	Regular	0.00	401.75	109294

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957426509	Invoice	12/17/2025	GOLF-GAS SERVICE 11/14-12/17/25-PRO ...	0.00	401.75	
001700	ZOE ANNE STIEBER HUBBARD	12/30/2025	Regular	0.00	309.40	109295
122225	Invoice	12/22/2025	GF-MILEAGE REIMBURSEMENT-LEGIS	0.00	309.40	
000031	ADAMSON POLICE PRODUCTS	01/06/2026	Regular	0.00	234.24	109296
INV444347	Invoice	12/08/2025	GF-NAMEPLATE FOR GROSSMAN-PD	0.00	25.90	
INV444360	Invoice	12/08/2025	GF-UNIFORMS FOR PALISSA-PD	0.00	62.99	
INV444752	Invoice	12/17/2025	GF-LT BAR FOR MARTINEZ-PD	0.00	5.95	
INV444785	Invoice	12/18/2025	GF-HANDCUFF CASE FOR TOVES-PD	0.00	89.91	
INV444882	Invoice	12/19/2025	GF-UNIFORMS FOR ALLEN-PD	0.00	49.49	
000044	AGFINITY INC	01/06/2026	Regular	0.00	787.64	109297
189498	Invoice	12/26/2025	GOLF-UNLEADED GASOHOL-MAINT	0.00	601.31	
189499	Invoice	12/26/2025	GOLF-FIELDMASTER W CFI DYED DIESEL-...	0.00	186.33	
003652	ANIMAL CLINIC LLC	01/06/2026	Regular	0.00	97.00	109298
542439	Invoice	12/23/2025	GF-TECHNICIAN OFFICE CHARGE-PD	0.00	97.00	
004002	B.C. Builders	01/06/2026	Regular	0.00	11,005.50	109299
123025	Invoice	12/30/2025	GF-2022 Building Permit Refund	0.00	11,005.50	
000160	BREAKTHRU BEVERAGE COLORADO	01/06/2026	Regular	0.00	424.18	109300
124934378	Invoice	12/24/2025	GOLF-BEVERAGES-PRO SHOP	0.00	424.18	
000182	CEM SALES & SERVICE INC	01/06/2026	Regular	0.00	341.27	109301
12502362	Invoice	12/29/2025	REC-BEC'S PROBE REPLACEMENT (LEISURE...	0.00	341.27	
001949	CIVIL RESOURCES LLC	01/06/2026	Regular	0.00	13,049.00	109302
19-305.02.07	Invoice	12/29/2025	UF-LAGOON SLURRY WALL PROJECT-WAT...	0.00	13,049.00	
002651	COLORADO COMMUNITY MEDIA	01/06/2026	Regular	0.00	39.64	109303
145557	Invoice	12/25/2025	GF-LEGAL/PUBLIC NOTICE-CITY CL	0.00	39.64	
000307	COMCAST CABLE COMM, LLC	01/06/2026	Regular	0.00	400.60	109304
0117309 DECEM...	Invoice	12/14/2025	REC-CABLE/MUSIC FOR DECEMBER 2025-...	0.00	400.60	
000307	COMCAST CABLE COMM, LLC	01/06/2026	Regular	0.00	247.85	109305
0215335 JAN26	Invoice	01/01/2026	GF-INTERNET SERVICE JAN 2026 (VET OFFI...	0.00	247.85	
000307	COMCAST CABLE COMM, LLC	01/06/2026	Regular	0.00	54.33	109306
0025494 JAN26	Invoice	01/01/2026	GOLF-JANUARY 2026 CABLE SERVICE-PRO ...	0.00	54.33	
003964	CORE CONSULTANTS, INC	01/06/2026	Regular	0.00	31,665.65	109307
25120047	Invoice	12/15/2025	GF-STREETScape SURVEY DENVER AVE-E...	0.00	31,665.65	
001517	CORE&MAIN LP	01/06/2026	Regular	0.00	11,560.65	109308
X802777	Invoice	12/01/2025	UF-METER PARTS/SUPPLIES-W LINES	0.00	8,947.10	
Y078382	Invoice	12/01/2025	SF-PARTS/SUPPLIES-S LINES	0.00	2,613.55	
002011	FRONT RANGE LUMBER COMPANY	01/06/2026	Regular	0.00	216.88	109309
50689/2	Invoice	12/16/2025	CEM-[ARTS/SUPPLIES-CEMETERY	0.00	216.88	
002143	GREEN CO2 SYSTEMS	01/06/2026	Regular	0.00	250.43	109310
00394616	Invoice	12/24/2025	REC-CO2 REFILL FOR LEISURE POOL-REC C...	0.00	250.43	
003187	JOE JOHNSON EQUIPMENT LLC	01/06/2026	Regular	0.00	118.14	109311
P04911	Invoice	12/19/2025	SF-HOSE REEL-S LINES	0.00	118.14	
004003	JOHNNY DURAN	01/06/2026	Regular	0.00	75.00	109312
2007948.001	Invoice	12/29/2025	REC-LIFEGUARD CLASS REFUND-	0.00	75.00	
000659	JOHNSON AUTO PLAZA	01/06/2026	Regular	0.00	2,938.71	109313
232515	Invoice	12/01/2025	GF-REPAIRS TO 2023 CHEVY TAHOE-PD	0.00	2,938.71	
004004	KAIRO CAMPBELL	01/06/2026	Regular	0.00	55.00	109314

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2007947.001	Invoice	12/29/2025	REC-MEMBERSHIP REFUND-REC CENTER	0.00	55.00	
000716	LEONARD B. MEDOFF, Ph.D.	01/06/2026	Regular	0.00	425.00	109315
121325	Invoice	12/13/2025	GF-PRE EMPLOYMENT PSYCHOLOGICAL E...	0.00	425.00	
001926	MAMMOTH GRAPHICS	01/06/2026	Regular	0.00	894.60	109316
16054	Invoice	12/01/2025	GF-ROOF UNIT NUMBER 2561-PD	0.00	84.37	
16114	Invoice	12/17/2025	GF-GRAPHICS FOR UNIT 2347-PD	0.00	810.23	
004005	MARIO DELGADO	01/06/2026	Regular	0.00	79.90	109317
2007950.001	Invoice	12/30/2025	REC-REFUND FOR MEMBERSHIP OVERCH...	0.00	79.90	
003281	MICHELLE MAGELSSSEN	01/06/2026	Regular	0.00	346.15	109318
121925	Invoice	12/19/2025	GF-MILEAGE REIMBURSEMENT JULY-DEC ...	0.00	346.15	
000865	OFFICE DEPOT	01/06/2026	Regular	0.00	86.24	109319
444720381001	Credit Memo	12/19/2025	GF-CREDIT FOR BOXES NEVER DELIVERED-...	0.00	-32.12	
446261294001	Invoice	12/01/2025	GF-FILE BOXES-FIN	0.00	64.23	
451404653001	Invoice	12/15/2025	GF-WALL CALENDARS FOR 2026-FIN	0.00	54.13	
003992	RESCUE REPAIR	01/06/2026	Regular	0.00	3,827.90	109320
1547	Invoice	12/10/2025	GF-REPAIRS ON CHEVY TAHOE-PD	0.00	3,827.90	
001040	STERICYCLE	01/06/2026	Regular	0.00	42.75	109321
8012996232	Invoice	12/25/2025	GF-SHRED BIN SERVICE-CITY CL	0.00	42.75	
003200	SUNICE	01/06/2026	Regular	0.00	201.09	109322
U5556050	Invoice	12/17/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	201.09	
002967	SYNERGETIC STAFFING LLC	01/06/2026	Regular	0.00	680.71	109323
21012358	Invoice	12/29/2025	GF-TEMP WAGES DECEMBER 22-24, 2025-...	0.00	680.71	
001105	TOSHIBA FINANCIAL SERVICES	01/06/2026	Regular	0.00	2,858.97	109324
571503309	Invoice	01/01/2026	GOLF-JAN 2026 TOSHIBA LEASE-PRO SHOP	0.00	283.52	
571503655	Invoice	01/01/2026	Rec-Copier Supply Freight-Rec	0.00	2,575.45	
001224	XCEL ENERGY-GAS	01/06/2026	Regular	0.00	2,209.91	109325
949782765	Invoice	11/01/2025	GF-OCT25 GAS BILL-PLANNING UNIT13	0.00	309.32	
959017286	Invoice	12/01/2025	GFDEC25 GAS BILL-PARKS	0.00	1,900.59	
001224	XCEL ENERGY-GAS	01/06/2026	Regular	0.00	874.00	109326
958240546	Invoice	12/23/2025	GF-DECEMBER 2025-CODE/FAC/PLANNING	0.00	874.00	
004000	APEX WASTE SOLUTIONS	01/02/2026	Regular	0.00	924.45	109327
891392	Invoice	01/02/2026	GF-JAN26 TRASH SERVICE-CITY HALL	0.00	135.00	
891394	Invoice	01/02/2026	CPR-203 S HARRISON JAN26 TRASH SRVC	0.00	85.00	
891396	Invoice	01/02/2026	GF-JAN26 800 12TH TRASH SRVC-PW SHOP	0.00	129.00	
891397	Invoice	01/02/2026	GF-JAN26 205 S HARRISON TRASH SRV-PA...	0.00	91.00	
891398	Invoice	01/02/2026	CEM-JAN26 TRASH SRVC-CEM	0.00	72.00	
891399	Invoice	01/02/2026	GOLF-JAN26 TRASH SRVC-PRO SHOP	0.00	164.00	
891400	Invoice	01/02/2026	GOLF-JAN26 TRASH SRVC-MAINT	0.00	163.45	
891402	Invoice	01/02/2026	GF-0 HWY 52 JAN26 TRASH SRVC-FAC	0.00	85.00	
000267	COLONIAL LIFE	01/02/2026	Regular	0.00	105.96	109328
78168200101905	Invoice	01/02/2026	GF-SUPPLEMENTAL INS FOR JAN26-HR	0.00	105.96	
000296	COLORADO MUNICIPAL LEAGUE	01/02/2026	Regular	0.00	7,442.00	109329
110325	Invoice	01/02/2026	Dues	0.00	7,442.00	
000307	COMCAST CABLE COMM, LLC	01/02/2026	Regular	0.00	220.05	109330
0164533 JAN26	Invoice	01/02/2026	GF-JAN26 INTERNET SERVICE-PW SHOP	0.00	220.05	
003631	EVERON, LLC	01/02/2026	Regular	0.00	179.17	109331
50576495 JAN26	Invoice	01/02/2026	REC-SECURITY MONITORING JAN26	0.00	179.17	
003741	MEMBERSPORTS INC	01/02/2026	Regular	0.00	750.00	109332

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MS-3674-18010	Invoice	01/02/2026	GOLF-MONTHLY SUBSCRIPTION FOR JAN...	0.00	750.00	
000835	NEOGOV	01/02/2026	Regular	0.00	1,659.86	109333
INV-148743	Invoice	01/01/2026	GF-GOVERNMENTJOBS.COM SUBSCRIPTI...	0.00	1,659.86	
000861	NVAA	01/02/2026	Regular	0.00	189.00	109334
609	Invoice	01/01/2026	CPR-NVAA INSURANCE \$ FEES FOR 2026-A...	0.00	189.00	
003727	PAYSCALE, INC.	01/02/2026	Regular	0.00	6,800.00	109335
165668	Invoice	01/02/2026	GF-2026 MARKET ANALYSIS SUBSCRIPTION..	0.00	6,800.00	
003181	PLACER LABS, INC.	01/02/2026	Regular	0.00	10,998.00	109336
INUS06660	Invoice	01/02/2026	Placer subscription renewal 100-4200-55...	0.00	10,998.00	
001035	STANDARD INSURANCE CO.	01/02/2026	Regular	0.00	7,416.79	109337
00 759761 0001...	Invoice	01/02/2026	GF-JAN26 LI & AD&D PREM	0.00	7,416.79	
000024	ACE HARDWARE OF FORT LUPTON	12/23/2025	EFT	0.00	290.99	9100434
110783/1	Invoice	12/01/2025	GOLF-PARTS, CONCRETE MIX-MAINT	0.00	146.45	
110799/1	Invoice	12/01/2025	GOLF-PARTS, SUPPLIES-MAINT	0.00	34.98	
110860/1	Invoice	12/02/2025	GOLF-CLIPS, MINI LIGHTS, SUPPLIES-MAINT	0.00	43.17	
110919/1	Invoice	12/08/2025	GOLF-LED MINI LIGHTS, ALIEN TAPE-MAINT	0.00	27.99	
110926/1	Invoice	12/08/2025	GOLF-ICE MELT-MAINT	0.00	38.40	
001327	ALTA PEAK ROLLOFFS LLC	12/23/2025	EFT	0.00	599.71	9100435
5343	Invoice	12/03/2025	GF-ROLL OFF SERVICE @ WWTP-MISC	0.00	599.71	
001293	AMAZON.COM	12/23/2025	EFT	0.00	1,071.03	9100436
19PM-RXGN-NM...	Invoice	12/05/2025	GOLF-SUPPLIES, PARTS-MAINT/PRO SHOP	0.00	1,111.13	
1QR7-H6HQ-RM...	Credit Memo	12/05/2025	GOLF-CREDIT FOR RETURN-MAINT	0.00	-40.10	
003962	BOHANNAN HUSTON INC	12/23/2025	EFT	0.00	3,945.50	9100437
000137036	Invoice	12/09/2025	UF-DROUGHT RESPONSE PLAN ENGINEER...	0.00	3,945.50	
002853	BUCKEYE CLEANING CENTER	12/23/2025	EFT	0.00	1,204.30	9100438
90722029	Invoice	12/09/2025	REC-SHOWER SOAP-REC CENTER	0.00	364.28	
90723099	Invoice	12/12/2025	GF-JANITORIAL SUPPLIES-FAC	0.00	731.62	
90723100	Invoice	12/12/2025	GF-PAPERTOWELS-PLANNING/GOLF	0.00	108.40	
000216	CHAMBER OF COMMERCE	12/23/2025	EFT	0.00	225.00	9100439
1838	Invoice	12/01/2025	GOLF-2026 MEMBERSHIP DUES-PRO SHOP	0.00	225.00	
003166	CODE RED AUDITS, LLC	12/23/2025	EFT	0.00	15,985.00	9100440
INV-FTLPntkw-25...	Invoice	12/11/2025	Network Audit	0.00	15,985.00	
000425	ELEVATION COFFEE TRADERS	12/23/2025	EFT	0.00	182.88	9100441
160040	Invoice	12/01/2025	GOLF-COFFEE-PRO SHOP	0.00	182.88	
000505	FRONTIER PRECISION	12/23/2025	EFT	0.00	10,308.38	9100442
INV339386	Invoice	12/08/2025	Locator Equipment	0.00	10,308.38	
003991	J&A PROPERTIES	12/23/2025	EFT	0.00	1,956.75	9100443
121525	Invoice	12/15/2025	GF-2022 Building Permit Refund	0.00	1,956.75	
000691	KONE INC	12/23/2025	EFT	0.00	140.80	9100444
871869840	Invoice	12/01/2025	REC-ELEVATOR SERVICE @ REC CENTER	0.00	140.80	
000783	MEANDERING WITH MARY	12/23/2025	EFT	0.00	200.00	9100445
121125	Invoice	12/11/2025	CPR-DECEMBER CASINO TRIP-SENIORS	0.00	200.00	
003966	NORRIS DESIGN, INC	12/23/2025	EFT	0.00	3,137.95	9100446
01-109328	Invoice	12/01/2025	GF-KOSHIO PARKS CONSTRUCTION DOCS-...	0.00	3,137.95	
000862	O'REILLY AUTO PARTS	12/23/2025	EFT	0.00	7.49	9100447
4489-264347	Invoice	12/10/2025	GF-IMPACT SKT-ENG	0.00	20.98	
4489-264348	Credit Memo	12/10/2025	GF-CREDIT FOR RETURN-ENG	0.00	-10.49	

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4489-264351	Credit Memo	12/10/2025	GF-CREDIT FOR RETURN-ENG	0.00	-3.00	
000931	R & L TIRES	12/23/2025	EFT	0.00	65.00	9100448
60594	Invoice	12/10/2025	GF-TIRE DISPOSAL FOR CLEAN UP DAYS-LE...	0.00	65.00	
003985	SILVER LININGS INVESTMENT GROUP	12/23/2025	EFT	0.00	702.00	9100449
121525	Invoice	12/15/2025	GF-2025 Building Permit Refund	0.00	702.00	
001101	TODD HODGES DESIGN, LLC	12/23/2025	EFT	0.00	11,194.30	9100450
3746	Invoice	12/15/2025	GF-PLANNING SERVICES DECEMBER 1-14, ...	0.00	11,194.30	
001153	VALLEY FIRE EXTINGUISHER	12/23/2025	EFT	0.00	230.00	9100451
170821	Invoice	12/12/2025	CPR-HOOD INSPECTION (KITCHEN)-COMM...	0.00	230.00	
002158	WW BACKHOE & DOZER SERVICES INC	12/23/2025	EFT	0.00	2,450.00	9100452
28014	Invoice	12/11/2025	SST-2025 ON CALL GRADING SERVICES-SST	0.00	2,450.00	
000024	ACE HARDWARE OF FORT LUPTON	12/30/2025	EFT	0.00	93.17	9100453
111027/1	Invoice	12/16/2025	GOLF-FASTENERS-MAINT	0.00	23.22	
111032/1	Invoice	12/16/2025	GOLF-SUPPLIES-MAINT	0.00	18.99	
111049/1	Invoice	12/17/2025	GOLF-SUPPLIES-MAINT	0.00	50.96	
001293	AMAZON.COM	12/30/2025	EFT	0.00	2,213.71	9100454
19TG-RCDC-RFCT	Credit Memo	12/05/2025	GF-SOLAR LIGHTS RETURN-FAC	0.00	-89.98	
1JQ3-PWHQ-P7F3	Invoice	12/05/2025	GF-PARTS/SUPPLIES/EVENTS	0.00	2,438.55	
1QKN-7HCL-T7MV	Credit Memo	12/05/2025	REC-SAUNA THERMOMETER RETURN	0.00	-28.99	
1TNM-VXGR-TP...	Credit Memo	12/05/2025	REC-WATER INLET VALVE RETURN	0.00	-20.38	
1YTD-3NN6-QTD7	Credit Memo	12/05/2025	CPR-SOLAR LIGHTS RETURN-MUSEUM	0.00	-85.49	
002853	BUCKEYE CLEANING CENTER	12/30/2025	EFT	0.00	254.92	9100455
90724223	Invoice	12/17/2025	GF-PAPER TOWELS-FAC	0.00	254.92	
002122	BURNS & MCDONNELL ENGINEERING CO INC	12/30/2025	EFT	0.00	106,312.64	9100456
160868-26	Invoice	12/17/2025	UF-WATER TOWER CONSTRUCTION MAN...	0.00	68,099.18	
169164-20	Invoice	12/19/2025	UF-LIFT STATION/FORCE MAIN PROJECT R...	0.00	38,213.46	
003720	FREDERICK M GOODBEE	12/30/2025	EFT	0.00	1,600.00	9100457
121625	Invoice	12/16/2025	GF-COURT HEARINGS-COURT	0.00	1,600.00	
000536	GOLF AND SPORT SOLUTIONS LLC	12/30/2025	EFT	0.00	6,148.68	9100458
53788	Invoice	12/17/2025	GOLF-BIOSOIL-MAINT	0.00	3,110.24	
53811	Invoice	12/19/2025	GOLF-BIOSOIL-MAINT	0.00	3,038.44	
003259	KUMAR & ASSOCIATES, INC.	12/30/2025	EFT	0.00	2,525.00	9100459
239441	Invoice	12/18/2025	GF-City Hall Const.Observation & Materials...	0.00	2,525.00	
000939	RECREATION SUPPLY COMPANY	12/30/2025	EFT	0.00	637.08	9100460
539369	Invoice	12/15/2025	REC-POOL REAGENTS	0.00	92.24	
539370	Invoice	12/15/2025	REC-POOL REAGENTS	0.00	544.84	
003491	THALLE CONSTRUCTION CO INC	12/30/2025	EFT	0.00	742,177.97	9100461
15	Invoice	12/05/2025	UF FORCE MAIN & LIFT CONSTRUICITON S...	0.00	742,177.97	
002173	WATER TECHNOLOGY GROUP	12/30/2025	EFT	0.00	3,293.16	9100462
5645097	Invoice	12/11/2025	UF-LIFT STATION PUMP-WWTP	0.00	3,293.16	
001820	BADGER METER	01/06/2026	EFT	0.00	4,162.90	9100463
80222460	Invoice	12/24/2025	UF-METERS/METER MONITORING-	0.00	4,162.90	
002600	BEARCOM	01/06/2026	EFT	0.00	51,584.00	9100464
5973600	Invoice	12/01/2025	GF-UPFIT 4 CHEVY TAHOES-PD	0.00	29,972.00	
5973601	Invoice	12/01/2025	GF-UPFIT 4 CHEVY TAHOES-PD	0.00	21,612.00	
002835	BRANDING BY BRE	01/06/2026	EFT	0.00	3,500.00	9100465
1391	Invoice	01/01/2026	GF-EXTERNAL COMMUNICATION FOR JAN...	0.00	3,500.00	

Council Check Report

Date Range: 12/17/2025 - 01/06/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000211	CH2M	01/06/2026	EFT	0.00	18,975.20	9100466
D3410909-01	Invoice	12/23/2025	UF - WTP Sampling Station Design	0.00	18,975.20	
000862	O'REILLY AUTO PARTS	01/06/2026	EFT	0.00	2,177.82	9100467
4489-264213	Invoice	12/09/2025	GF-AIR AND FUEL FILTERS-STREETS	0.00	147.25	
4489-264260	Invoice	12/09/2025	UF-HD CABIN FILTER-W LINES	0.00	187.76	
4489-264261	Credit Memo	12/09/2025	SF-CREDIT FOR RETURNS-S LINES	0.00	-22.88	
4489-264262	Invoice	12/09/2025	UF-HYD FILTER-W LINES	0.00	22.58	
4489-264263	Invoice	12/09/2025	GF-OIL AND AIR FILTERS-STREETS	0.00	515.24	
4489-264265	Invoice	12/09/2025	GF-OIL, FUEL, CABIN AND AIR FILTERS-STR...	0.00	306.85	
4489-264266	Invoice	12/09/2025	GF-OIL, AIR AND CABIN FILTERS-STREETS	0.00	136.98	
4489-264267	Invoice	12/09/2025	UF-OIL, AIR, AND CABIN FILTERS-W LINES	0.00	270.37	
4489-264268	Invoice	12/09/2025	GF-OIL, AIR AND CABIN FILTERS-STREETS	0.00	74.43	
4489-264271	Invoice	12/09/2025	UF-OIL, AIR, AND FUEL FILTERS-W LINES	0.00	312.86	
4489-264273	Invoice	12/09/2025	SF-OIL, AIR AND FUEL FILTERS-S LINES	0.00	168.97	
4489-264376	Credit Memo	12/10/2025	UF-CREDIT FOR RETURN OF FUEL FILTERS...	0.00	-60.30	
4489-264486	Invoice	12/10/2025	UF-AIR AND CABIN FILERS, PARTS-W LINES	0.00	99.61	
4489-264599	Credit Memo	12/11/2025	SF-CREDIT FOR RETURNS-S LINES	0.00	-101.84	
4489-264749	Invoice	12/12/2025	UF-WIPER BLADES-W LINES	0.00	86.97	
4489-264803	Invoice	12/12/2025	GF-BRUSH AND WIPES-PW SHOP	0.00	32.97	
	Void	01/06/2026	EFT	0.00	0.00	9100468
000931	R & L TIRES	01/06/2026	EFT	0.00	1,128.36	9100469
60441	Invoice	12/03/2025	UF-TIRE REPAIR FOR BOBCAT 5175, UNIT ...	0.00	20.00	
60472	Invoice	12/04/2025	GF-TIRES FOR 2019 FORD F-250-STREETS	0.00	865.36	
60671	Invoice	12/15/2025	GF-VEHICLE MAINTENANCE-STREETS	0.00	10.00	
60778	Invoice	12/19/2025	GF-TIRE DISPOSAL-LEGIS	0.00	40.00	
60800	Invoice	12/22/2025	GF-TIRE DISPOSAL-LEGIS	0.00	49.00	
60827	Invoice	12/22/2025	GF-TIRE DISPOSAL-LEGIS	0.00	84.00	
60835	Invoice	12/23/2025	GF-TIRE DISPOSAL-LEGIS	0.00	60.00	
004001	SPEARUS LLC	01/06/2026	EFT	0.00	25,479.10	9100470
INV-2960	Invoice	12/30/2025	Two PowerSwitch S5248F - On with 3yr Pr...	0.00	25,479.10	
001101	TODD HODGES DESIGN, LLC	01/06/2026	EFT	0.00	9,219.60	9100471
3747	Invoice	12/29/2025	GF-PLANNING SERVICES DEC 15-25, 2025-...	0.00	9,219.60	
003398	UNIVERSITY AUTO PARTS	01/06/2026	EFT	0.00	254.90	9100472
258329	Invoice	12/17/2025	GF-BATTERY TEST CLIP, BATTERY BOX-STR...	0.00	53.98	
258330	Invoice	12/17/2025	CEM-AIR FILTERS, PARTS-CEMETERY	0.00	204.90	
27562	Credit Memo	12/10/2025	GF-CREDIT FOR RETURN-STREETS	0.00	-3.98	
002173	WATER TECHNOLOGY GROUP	01/06/2026	EFT	0.00	12,994.00	9100473
5644861	Invoice	12/11/2025	Lift Station Mixers	0.00	12,994.00	
002161	BOX INC	01/02/2026	EFT	0.00	25,000.00	9100474
INV13194728	Invoice	01/02/2026	Box Consulting hours (100)	0.00	25,000.00	
000216	CHAMBER OF COMMERCE	01/02/2026	EFT	0.00	300.00	9100475
1945	Invoice	01/02/2026	GF-2026 LUNCHEON SPONSORSHIP-ECON...	0.00	300.00	
000232	CIRSA	01/02/2026	EFT	0.00	1,306,844.53	9100476
INV1002934	Invoice	01/02/2026	2026 CIRSA Property Casualty Premium	0.00	1,306,844.53	
001786	JOHNSON CONTROLS SECURITY SOLUTIONS	01/02/2026	EFT	0.00	262.99	9100477
41994450	Invoice	01/02/2026	CPR-SECURITY MONITORING JAN26-MUS...	0.00	262.99	
001998	PEAK PERFORMANCE COPIER AND SUPPLY INC	01/02/2026	EFT	0.00	7,757.50	9100478
73221	Invoice	01/02/2026	Laserfiche	0.00	7,757.50	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	01/02/2026	EFT	0.00	144,244.09	9100479
259032784315	Invoice	01/01/2026	GF-HEALTH INSURANCE FOR JAN26-HR	0.00	144,244.09	

Council Check Report

Date Range: 12/17/2025 - 01/06/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000119	BANK OF COLORADO	12/26/2025	Bank Draft	0.00	7,440.27	DFT0002703
INV0001892	Invoice	12/26/2025	HSA DISTRIBUTION	0.00	7,440.27	
000119	BANK OF COLORADO	12/26/2025	Bank Draft	0.00	1,583.32	DFT0002704
INV0001893	Invoice	12/26/2025	HSA DISTRIBUTION	0.00	1,583.32	
001416	VALIC_1	12/26/2025	Bank Draft	0.00	50,877.66	DFT0002705
INV0001894	Invoice	12/26/2025	VALIC - 457(b) \$ Contributions	0.00	50,877.66	
001265	IRS	12/26/2025	Bank Draft	0.00	87,907.93	DFT0002706
INV0001897	Invoice	12/26/2025	Federal Withholding	0.00	87,907.93	
001418	CO DEPARTMENT OF REVENUE	12/26/2025	Bank Draft	0.00	15,003.00	DFT0002707
INV0001898	Invoice	12/26/2025	CO Withholding	0.00	15,003.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	183	108	0.00	308,459.72
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	5	5	0.00	162,812.18
EFT's	87	46	0.00	2,533,038.40
	275	161	0.00	3,004,310.30

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	183	108	0.00	308,459.72
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	5	5	0.00	162,812.18
EFT's	87	46	0.00	2,533,038.40
	275	161	0.00	3,004,310.30

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	12/2025	1,267,651.10
999	POOLED CASH/CONSOLIDATED CASH	1/2026	1,736,659.20
			3,004,310.30

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2025**

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, December 16, 2025. Mayor Chris Ceretto called the meeting to order at 6:00 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

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

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

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

CONSENT AGENDA

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

- December 2, 2025 City Council Meeting Minutes
- Second Reading Ordinance 2025-1191 Accepting the Right of Way Dedication from Triple P Services LLC, A Colorado Limited Liability Company for 60 feet of the Highway 85 Access Road north of County Road 16
- Approving the 2026 Weld County Public Safety Communications Services Agreement (AM 2025-188)
- Approving a Statement of Work with CliftonLarsonAllen LLP (CLA) for Payroll Services for an Amount Not to Exceed \$60,000.00, Allocated between the General Fund Finance Department Professional Services and Miscellaneous Professional

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2025**

Services Fund (AM 2025-189)

- Approve Mayor’s Signing of Tri-State Generation and Transmission Association, Inc. (Tri-State) License Agreement for Water Line Access and Construction Along Highway 52 Frontage for the Water Tower Project (AM 2025-190)
- Approving the Mayor's Signature for a Grant of Easement to United Power for Electrical and Communications Facilities Located at the Wastewater Treatment Plant for Power Service Upgrade of the New Lift Station to METRO (AM 2025-191)
- Approve Acceptance of the Colorado Water Conservation Board (CWCBC) Water Plan Grant for the Comprehensive Water Strategy Planning Project (AM 2025-193)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2025-192 Presenting an Ordinance for Amendments to Chapter 18 Building Regulations of the Fort Lupton Municipal Code with Adoption by Reference and Setting the Public Hearing for January 20, 2026

The Building Regulations in Chapter 18 of the Fort Lupton Municipal Code are adopted by reference to the International Code Council (ICC) codes with specific amendments as defined by the City. The City has currently adopted the 2018 version of the ICC building codes by reference, and the purpose of this proposed code update is to adopt the 2024 ICC codes by reference, along with the Colorado Model Electric and Solar Ready Code (2023 edition) and the Colorado Wildfire Resiliency Code (2025 edition) to align with state requirements. Specific amendments to the codes are outlined in the proposed ordinance. This initial meeting serves to present the ordinance and set the public hearing date for January 20, 2026.

It was moved by David Crespin and seconded by Valerie Blackston to approve the presentation of an Ordinance for Amendments to Chapter 18 Building Regulations of the Fort Lupton Municipal Code with Adoption by Reference and Setting the Public Hearing for January 20, 2026. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2025-018 Affidavit of Surrender of Local and State Retail Liquor License for El Reparo Mexican & Grill INC. dba El Reparo Mexican & Grill at 815 7th Street, Unit A & B

On December 9, 2025, Maria Lucereli Soto Murillo, owner of El Reparo Mexican & Grill INC. dba

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2025**

El Reparo Mexican & Grill at 815 7th Street, signed the affidavit for surrender of liquor license. Mrs. Lucereli Soto Murillo indicated that her establishment is now completely closed and she no longer holds possession of the premises. Staff will be forwarding notice to the Colorado Department of Revenue Liquor Enforcement Division on the status of the establishment.

STAFF REPORTS

Sean McDermott, City Planner, reported the planning department will be sending out a housing needs assessment survey and posting a QR code around town for residents to complete the survey.

Roy Vestal, Public Works Director, reported there was not a big turn out for their meeting on Wednesday regarding maintenance. He stated the next Public Works meeting for Pedestrian Crossing, ADA, Safe Routes to School, ect. will be in January.

MAYOR/COUNCIL REPORTS

There was no report from the Mayor or Council.

FUTURE CITY EVENTS

December 20, 2025 Cocoa with a Cop, Copper Kettle, 737 Denver Ave. 9:00 a.m.

December 25, 2025 City Offices Closed in Observance of Christmas

January 1, 2026 City Offices Closed in Observance of New Year

UPCOMING MEETINGS

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

January 6, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

January 13, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

January 20, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:08 p.m.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2025**

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Chris Ceretto, Mayor

DRAFT

ORDINANCE NO. 2025-1192

INTRODUCED BY:

ADOPT AN ORDINANCE REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE NORTHLAND BUSINESS PARK CHANGE OF ZONE, FROM THE PUD PLANNED UNIT DEVELOPMENT ZONE DISTRICT TO THE I-2 HEAVY INDUSTRIAL ZONE DISTRICT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of December, 2025.

PUBLISHED in the Fort Lupton Press this 11th day of December, 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of January 2026.

PUBLISHED BY TITLE ONLY the 15th day of January 2026.

EFFECTIVE (after publication) the 14th day of February 2026.

CITY OF FORT LUPTON, COLORADO

Chris Ceretto, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

PARCELS OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 29, AND THE NORTH HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, NORTH LAND PUD FIRST FILING;

LOTS 1-11, TRACT A, NORTH LAND PUD SECOND FILING PHASE 1;

LOTS 12-17, NORTH LAND PUD SECOND FILING PHASE 2;

LOTS 1-5, LOTS 7-8, OUTLOT A, AND TRACT A OF NORTH LAND PUD THIRD FILING, AMENDMENT NO. 1;

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE SIXTY 66 WEST OF THE 6TH P.M.;

LOT B, RECORDED EXEMPTION NO. 1309-29-4 RE-3870

ORDINANCE NO. 2025-1193

INTRODUCED BY:

ADOPT ORDINANCE 2025-1193 ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT “A” KNOWN AS THE L.G. EVERIST NW ANNEXATION NOS. 1-2 AND APPROVING THE ANNEXATION AGREEMENT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of December, 2025.

PUBLISHED in the Fort Lupton Press this 11th day of December, 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of January 2026.

PUBLISHED BY TITLE ONLY the 15th day of January 2026.

EFFECTIVE (after publication) the 14th day of February 2026.

CITY OF FORT LUPTON, COLORADO

Chris Ceretto, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

Annexation No. 1

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

THENCE North 89°18'44" East along the South line of said SE1/4 a distance of 201.54 feet;

The following Ten (10) courses and distances are along the West side of Lupton Meadows Ditch as described in that Bargain and Sale Deed recorded January 23, 2024 at Reception No.

4950904 of the Records of Weld County;

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

THENCE North 01°21'17" East a distance of 56.23 feet;

THENCE North 08°31'52" West a distance of 41.34 feet;

THENCE North 21°22'35" West a distance of 115.29 feet;

THENCE North 31°26'31" West a distance of 43.83 feet;

THENCE North 40°12'05" West a distance of 31.61 feet;

THENCE North 44°56'23" West a distance of 60.44 feet;

THENCE North 46°39'27" West a distance of 71.44 feet;

THENCE North 41°58'09" West a distance of 14.99 feet;

THENCE North 34°17'11" West a distance of 15.10 feet to the East line of said SE1/4;

THENCE North 00°08'38" West along said East line a distance of 530.76 feet to the West side of said Lupton Meadows Ditch;

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

THENCE North 19°05'56" East a distance of 108.39 feet;

THENCE North 18°16'04" East a distance of 121.08 feet;

THENCE North 05°31'53" West a distance of 59.75 feet;

THENCE North 12°50'27" West a distance of 133.56 feet;

THENCE North 07°25'34" West a distance of 307.67 feet;

THENCE South 44°30'05" East a distance of 1317.73 feet;

THENCE South 02°00'50" East a distance of 676.04 feet to the Northerly line of said Everist Annexation No. 1;

THENCE South 89°18'44" West along said Northerly line a distance of 741.05 feet to the POINT OF BEGINNING.

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

Annexation No. 2

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 21 AND THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE N89° 39'47"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21 (CONSIDERING THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 22 TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN ASSUMED TO BEAR N89° 36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO), A DISTANCE OF 579.81 FEET TO THE EASTERLY LINE OF BILLINGER ANNEXATIONS #1, #2 AND #3 RECORDED UNDER RECEPTION NUMBER 4520897; THENCE N27° 59'05"E ALONG SAID EASTERLY LINE, A DISTANCE OF 34.08 FEET TO THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 8 BEING 30.00 FEET NORTH OF SAID SECTION LINE AND THE TRUE POINT OF BEGINNING;

THENCE N89° 39'47"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 75.00 FEET;

THENCE S88° 04'29"E, A DISTANCE OF 760.00 FEET;

THENCE S87° 24'03"W, A DISTANCE OF 760.00 FEET TO THE SOUTH ROW LINE OF SAID WELD COUNTY ROAD 8; THENCE S89° 39'47"W ALONG SAID SOUTH ROW LINE, A DISTANCE OF 107.34 FEET:

THENCE N80° 23'50"E, A DISTANCE OF 186.31 FEET;

THENCE N79° 08'18"W, A DISTANCE OF 154.48 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 23,221 SQ. FT. / 0.5331 ACRES, MORE OR LESS.

ALL LINEAL DISTANCE ARE REPRESENTED IN U.S. SURVEY FEET.

ORDINANCE NO. 2025-1194

INTRODUCED BY:

ADOPT ORDINANCE 2025-1194 INITIALLY ZONING LAND KNOWN AS THE L.G. EVERIST NW INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'A' AGRICULTURE ZONE DISTRICT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of December 2025.

PUBLISHED in the Fort Lupton Press this 11th day of December, 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of January 2026.

PUBLISHED BY TITLE ONLY the 15th day of January 2026.

EFFECTIVE (after publication) the 14th day of February 2026.

CITY OF FORT LUPTON, COLORADO

Chris Ceretto, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

Annexation No. 1

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

THENCE North 89°18'44" East along the South line of said SE1/4 a distance of 201.54 feet;

The following Ten (10) courses and distances are along the West side of Lupton Meadows Ditch as described in that Bargain and Sale Deed recorded January 23, 2024 at Reception No.

4950904 of the Records of Weld County;

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

THENCE North 01°21'17" East a distance of 56.23 feet;

THENCE North 08°31'52" West a distance of 41.34 feet;

THENCE North 21°22'35" West a distance of 115.29 feet;

THENCE North 31°26'31" West a distance of 43.83 feet;

THENCE North 40°12'05" West a distance of 31.61 feet;

THENCE North 44°56'23" West a distance of 60.44 feet;

THENCE North 46°39'27" West a distance of 71.44 feet;

THENCE North 41°58'09" West a distance of 14.99 feet;

THENCE North 34°17'11" West a distance of 15.10 feet to the East line of said SE1/4;

THENCE North 00°08'38" West along said East line a distance of 530.76 feet to the West side of said Lupton Meadows Ditch;

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

THENCE North 19°05'56" East a distance of 108.39 feet;

THENCE North 18°16'04" East a distance of 121.08 feet;

THENCE North 05°31'53" West a distance of 59.75 feet;

THENCE North 12°50'27" West a distance of 133.56 feet;

THENCE North 07°25'34" West a distance of 307.67 feet;

THENCE South 44°30'05" East a distance of 1317.73 feet;

THENCE South 02°00'50" East a distance of 676.04 feet to the Northerly line of said Everist Annexation No. 1;

THENCE South 89°18'44" West along said Northerly line a distance of 741.05 feet to the POINT OF BEGINNING.

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

Annexation No. 2

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 21 AND THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE N89° 39'47"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21 (CONSIDERING THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 22 TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN ASSUMED TO BEAR N89° 36'26"E WITH ALL BEARINGS STATED HEREIN RELATIVE THERETO), A DISTANCE OF 579.81 FEET TO THE EASTERLY LINE OF BILLINGER ANNEXATIONS #1, #2 AND #3 RECORDED UNDER RECEPTION NUMBER 4520897; THENCE N27° 59'05"E ALONG SAID EASTERLY LINE, A DISTANCE OF 34.08 FEET TO THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 8 BEING 30.00 FEET NORTH OF SAID SECTION LINE AND THE TRUE POINT OF BEGINNING;

THENCE N89° 39'47"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 75.00 FEET;

THENCE S88° 04'29"E, A DISTANCE OF 760.00 FEET;

THENCE S87° 24'03"W, A DISTANCE OF 760.00 FEET TO THE SOUTH ROW LINE OF SAID WELD COUNTY ROAD 8; THENCE S89° 39'47"W ALONG SAID SOUTH ROW LINE, A DISTANCE OF 107.34 FEET:

THENCE N80° 23'50"E, A DISTANCE OF 186.31 FEET;

THENCE N79° 08'18"W, A DISTANCE OF 154.48 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 23,221 SQ. FT. / 0.5331 ACRES, MORE OR LESS.

ALL LINEAL DISTANCE ARE REPRESENTED IN U.S. SURVEY FEET.

ORDINANCE NO. 2025-1195

INTRODUCED BY:

ADOPT ORDINANCE 2025-1195 ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT “A” KNOWN AS THE L.G. EVERIST NE ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of December, 2025.

PUBLISHED in the Fort Lupton Press this 11th day of December, 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of January 2026.

PUBLISHED BY TITLE ONLY the 15th day of January 2026.

EFFECTIVE (after publication) the 14th day of February 2026.

CITY OF FORT LUPTON, COLORADO

Chris Ceretto, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 2025-1196

INTRODUCED BY:

ADOPT ORDINANCE 2025-1196 INITIALLY ZONING LAND KNOWN AS THE L.G. EVERIST NE INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'A' AGRICULTURE ZONE DISTRICT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of December 2025.

PUBLISHED in the Fort Lupton Press this 11th day of December, 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of January 2026.

PUBLISHED BY TITLE ONLY the 15th day of January 2026.

EFFECTIVE (after publication) the 14th day of February 2026.

CITY OF FORT LUPTON, COLORADO

Chris Ceretto, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 2025-1197

INTRODUCED BY:

**AN ORDINANCE OF THE CITY OF FORT LUPTON, AMENDING PORTIONS OF CHAPTER 16 –
DEVELOPMENT CODE**

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day
of December, 2025.

PUBLISHED in the Fort Lupton Press this 11th day of December, 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of
January 2026.

PUBLISHED BY TITLE ONLY the 15th day of January 2026.

EFFECTIVE (after publication) the 14th day of February 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving a Resolution Designating the City of Fort Lupton Webpage www.fortluptonco.gov as the Public Place for Posting Notices of Public City Meetings in Accordance with Colorado Revised Statutes Open Meetings Law

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Colorado Revised Statute 24-6-402 (2) (c) indicates the local governing body shall designate at the first regular meeting of the calendar year, the location of posting for public notices. This posting will include agendas for the City Council, Historic Preservation Board, Planning Commission and any other boards, commissions and committees of the City that are required pursuant to the statute.

The Open Meeting Law 24-6-402 (2) (c) states that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which the majority of quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The post shall include specific agenda information where possible.

In 2019, a new law went into effect allowing a local government to post the notices on the local government's website, that notices be accessible to the public at no charge and, that notices be searchable, if feasible, by type of meeting, date and time of meeting, and agenda contents. A local government that posts notices of public meetings on its website may continue to post the notices in a physical location, but is not required to do so.

Pursuant to CRS 24-72-402 (2)(c)(III), a local government that posts notices of public meetings on a public website shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-four hours prior to a meeting, if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

N/A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

STAFF RECOMMENDATIONS

Staff recommends posting be placed on the City of Fort Lupton webpage www.fortluptonco.gov and in case of exigent or emergency circumstances, the notice be posted at the Fort Lupton City Hall, 130 S. McKinley Avenue.

Attachments: a. Proposed Resolution

RESOLUTION 2026Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON DESIGNATING THE CITY OF FORT LUPTON WEBPAGE WWW.FORTLUPTONCO.GOV AS THE PUBLIC PLACE FOR POSTING NOTICES OF PUBLIC CITY MEETINGS IN ACCORDANCE WITH COLORADO REVISED STATUTES OPEN MEETINGS LAW §24-6-402

WHEREAS, Colorado Revised Statute Open Meeting Law §24-6-402(2)(c)(I) Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public; and,

WHEREAS, in addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting; and,

WHEREAS, the law requires local governments to post notices of public meetings in physical locations; and

WHEREAS, the public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year; and

WHEREAS, House Bill 19-1087 was introduced in 2019, allowing a local government to post the notices on the local government's website, that notices be accessible to the public at no charge and, that notices be searchable, if feasible, by type of meeting, date and time of meeting, and agenda contents; and

WHEREAS, a local government that posts notices of public meetings on its website may continue to post the notices in a physical location, but is not required to do so; and

WHEREAS, CRS §24-6-402 (2)(c)(III) a local government that posts notices of public meetings on a public website shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-four hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online; and

WHEREAS, said posting will include meetings of the City Council, Historic Preservation Board, Planning Commission and any other boards, commissions and committees of the City.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, in accordance with the Open Meetings Law, notice of time and place designates for all regular and special meetings shall be the City of Fort Lupton web page www.fortluptonco.gov and in case of exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online, the notice shall be posted at the Fort Lupton City Hall, 130 S. McKinley Avenue.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 6th DAY OF JANUARY 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving a Resolution Adopting the Three Mile Area Plan for 2026

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton's Three Mile Area Plan provides direction concerning land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City of Fort Lupton. The plan identifies issues that should be taken into consideration prior to any parcel of land being annexed into the City of Fort Lupton, but does not propose the annexation of any lands near the City of Fort Lupton. Annexation of any land into the City of Fort Lupton remains an individual landowner decision. This Plan addresses requirements for the Three Mile Area Plan as outlined in Colorado Revised Statute § 31-12-105(1)(e), as amended.

The size of the Three Mile Area boundary increased slightly since the adoption of the Three Mile Area Plan in January 2025. The Three Mile Area Boundary now encompasses approximately 171.4 square miles in total.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

If adopted, the Three Mile Area Plan for 2026 will be provided to Weld County in conformance with the existing Coordinated Planning Agreement.

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Staff recommends Council adopt the proposed Three Mile Area Plan for 2026.

Attachments:

- a. Proposed Resolution No. 2026-xxx
- b. Three Mile Area Plan Report and Maps

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2026Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE CITY OF FORT LUPTON THREE MILE AREA PLAN

WHEREAS, the City Council finds that the Three Mile Area Plan provides a guide giving direction to land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City, and

WHEREAS, Colorado Revised Statute § 31-12-105(1)(e), as amended, addresses requirements for Three Mile Area Plans, and

WHEREAS, the Three Mile Area Plan conforms to the Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all submittal requirements for the public meeting have been met, and

WHEREAS, the City Council reviewed the Three Mile Area Plan and supporting documentation, referral comments, as well as citizen input in response to this Plan.

NOW THEREFORE BE IT RESOLVED, that the Fort Lupton City Council hereby approve the Three Mile Area Plan for the year 2026.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 6th DAY OF JANUARY, 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

City of Fort Lupton, Colorado

Three Mile Area Plan

Adopted January 2026



The Fort Lupton City Museum, built in 1929, originally served as the Fort Lupton Library and sat next door to the historic Fort Lupton High School building which was demolished in 1976. The Carnegie style Fort Lupton City Museum building was given historical designation in 1996.

Image captured by Juan Arellano



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This Plan has been created by the Planning staff at the City of Fort Lupton,
130 South McKinley Avenue
Fort Lupton, Colorado 80621

INTRODUCTION

The City of Fort Lupton Three Mile Area Plan provides direction concerning land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City of Fort Lupton. The Plan identifies issues that should be addressed prior to any parcel of land being annexed into the City of Fort Lupton, but does not propose the annexation of any lands near the City of Fort Lupton. Annexation of any land into the City of Fort Lupton remains a decision of the individual landowner. Finally, this Plan addresses requirements for the Three Mile Area Plan, as outlined in the Colorado Revised Statute 31-12-105 (1) (e), as amended.

The City of Fort Lupton needs to ensure that annexation opportunities are evaluated through careful consideration of both the current and future interests and needs of the community. The City of Fort Lupton has identified a desire to annex lands in an orderly manner that balances both the short- and long-term fiscal needs of the community. Annexation proposals should also balance business, residential and industrial land uses, to the greatest extent possible; with park and open space uses reserved to help maintain a balance of land uses within the community. Successful annexation applications to the City of Fort Lupton should focus on how any particular annexation will meet the goals of the Fort Lupton community as identified in the Comprehensive Plan. Annexation is a discretionary act available to the City of Fort Lupton; the submittal of an annexation petition is no guarantee that the subject property will be annexed into the community.

The City of Fort Lupton wishes to continue to work with Weld County to ensure that there is a smooth transition of land uses from urban to rural in the area near Fort Lupton. This plan was developed using a visual survey of the area, mapping information from the City of Fort Lupton and Weld County Planning Departments, and review by the City of Fort Lupton Planning Commission and City Council.

METHODOLOGY

Criteria to be considered when determining which lands near the City of Fort Lupton might be desirable for annexation include:

- Areas which will broaden the range of housing types in the City of Fort Lupton and expand the permanent resident population.
- Areas that have enough buildable land so that desired City land uses can be accommodated.
- Areas close to the City that are, or can easily be, urban in nature and can be served by City services and utilities with little or no negative physical or economic impact on the community.
- Areas that help strengthen the economy of Fort Lupton.
- Areas that promote infill development.
- Areas that share a community of interest with the City of Fort Lupton.

No land in unincorporated Weld County is specifically designated for annexation in this plan. The analysis that follows will only identify areas that may be considered desirable for future urban uses, can easily be served by current services and facilities, are existing residential subdivisions, are needed to provide open space for the community, or will be logical for the expansion of the City of Fort Lupton urban area.

Thanks are due to the Planning Commission, City Council, and the planning staff of the City of Fort Lupton for their thorough review of this document. Comments from the entire process have been incorporated into the adopted Plan.

STUDY AREA

To address the lands within a three (3) mile area of the City of Fort Lupton, the Plan divides the area into four (4) quadrants, identified as Quadrant I, Quadrant II, Quadrant III, and Quadrant IV. Specific areas referred to in the Three Mile Area Plan will be done by the Township Range style, a common method for identifying land areas across the United States.

The location of each of the quadrants within the three (3) mile area is identified on the Three Mile Area Boundary Map. The general character of each of the four (4) quadrants is described and classified according to the following six (6) categories:

- Description
- Land Use
- Community Services
- Transportation
- Utility Provisions
- Open Space, Parks, and Recreation

The four (4) quadrants are included within the City of Fort Lupton Three Mile Area Plan and are generally eligible for annexation to the City of Fort Lupton, under the provisions of the Colorado Revised Statutes. Inclusion in this plan does not assume properties will be annexed into the City or guarantee annexation, should it be requested by property owners.

For analysis purposes, the lands within three (3) miles of the corporate limits of the City of Fort Lupton have been divided into four (4) quadrants. The organization of the sections or quadrants was based on the professional judgment of the City of Fort Lupton planning staff. The quadrant boundaries were determined by using the major arterial highways of Colorado State Highway (SH) 52 and United States Highway (US) 85, as a guide.

STATUTORY REQUIREMENT

According to Colorado Revised Statute 31-12-105 (1) (e), as amended, the Three Mile Area Plan shall generally describe the location, character, and extent of areas within three (3) miles of the City boundary and shall address streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, other public ways, grounds, public utilities, proposed land use, terminals for water, light, sanitation, transportation, and power to be provided by the municipality; some of these items will not be considered or addressed by this Plan, as they are not relevant to the City (e.g. subway). Those relevant items will be discussed within each annexation category or quadrant. In addition, the potential impact on community services such as police, fire, schools and administrative services is contemplated in each category analysis.

ANNEXATION ELIGIBILITY AND PROCESSING REQUIREMENT

An annexation petition must meet all of the requirements of the Colorado Municipal Annexation Act and its amendments, as well as applicable and specific City of Fort Lupton Municipal Code criteria. In addition, a conceptual planning map(s) shall be provided that illustrates all existing and proposed streets, easements, and other right-of-way connections in the subject property to the existing City streets and right-of-way; location of the current and proposed City boundary; and proposed land use and zoning concepts, if developed.

CITY PERSPECTIVE ON ANNEXATION

The current position of the City of Fort Lupton is to annex those lands that offer material benefit to the City's infrastructure and economic development, while not compromising its small-town atmosphere. While infill development would afford some potential for development within the current City boundaries, other opportunities are available on nearby lands. These lands lend themselves to a mixture of commercial, industrial, and residential development, the conservation of open space, and the creation of recreational opportunities. Annexation requests that demonstrate favorable benefits to the residents and taxpayers of the City and contribute to the City's goals for quality growth and enhanced community character will be favorably considered for inclusion into the City. In addition, the City desires to control the development of adjacent private lands in order to preserve and promote the best interests of the City and its citizens.

The City intends to ensure that adequate community resources, public facilities, and services are in place or provided for at the time of new development in the City of Fort Lupton. Facilities and services include but are not limited to potable water supply, wastewater treatment, storm water drainage, fire protection, police protection, parks, libraries, and schools. The City of Fort Lupton will assess the proportionate share of costs of expanding facilities to new development. However, in general, new development in the City of Fort Lupton should pay its own way, and cover the capital costs of infrastructure and maintenance.

3 MILE AREA COOPERATION

The City of Fort Lupton works cooperatively with Weld County and neighboring municipalities on the review of development proposals in the area near the City of Fort Lupton. Weld County provides the City with the opportunity to review and comment on any development proposal within three (3) miles of the City limits; Fort Lupton has responded when projects warranted a response. The City, County, and neighboring municipalities should strive to take a consistent approach to land use development.

QUADRANT I

Description:

Township 2 North, Range 65 West, Sections 19 and 29-32, and *parts* of Sections 18 and 20. Township 2 North, Range 66 West, Sections 3-5, 8-10, 14-17, 20-29, and 32-36, and *parts* of Sections 6, 7, 13, 18, and 31. Township 3 North, Range 66 West, Sections 29, 32 and 33 and *parts* of Sections 28, 30, 31 and 34. In addition, *parts* of Sections 5 and 6 in Township 1 North, Range 65 West and *parts* of Sections 1-6 in Township 1 North, Range 66 West. This area totals forty-one (41) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the Platteville and Fulton Ditches.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, Platte Valley Air Park, water storage, a transmission power station, a solar panel farm, the City of Fort Lupton Water Treatment Plant, commercial, and industrial uses currently make up the land uses found in the area identified as Quadrant I.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Single-Family Detached, Single-Family Attached, Multifamily, Commercial General, Commercial Transition, Downtown Mixed-Use, Industrial, Light Industrial & Office, Parks & Open Space, and Public / Semi-Public. Scattered homesteads, mobile homes, commercial, and industrial uses define the area. The average parcel size, outside the City limits and within the three-mile boundary, is twenty-one (21) acres.

Some areas within the quadrant, located adjacent to US 85, south of County Road (CR) 16 and north of SH 52 are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the south by SH 52 and to the west by US 85, providing arterial access to the area. CR 14, 16, 18, 20, 22, 26, 28, 29.5, 30, 31, 35, 37, 39 and 41 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Rail service in Quadrant I is provided by Union Pacific Railroad.

Utility Provisions:

City water utilities extend east on 14th Street to CR 33, north to CR 16 and east to the City of Fort Lupton Water Treatment Plant, located east of CR 35. In addition, Central Weld Water District, and individual well and septic systems serve the area.

Community Services:

Weld County Sheriff's Department currently provides law enforcement services to unincorporated areas in Quadrant I. In the event of annexation, police protection would be provided by the City of Fort Lupton Police Department.

Fire protection is currently provided by the Fort Lupton Fire Protection District, Hudson Fire Protection District and Platteville-Gilcrest Fire Protection District. The Fort Lupton Fire Protection District has an intergovernmental agreement with the City of Fort Lupton to be the sole provider of fire protection services within the city limits of Fort Lupton. Therefore, properties annexing into the City of Fort Lupton who are outside of the Fort Lupton Fire Protection District boundaries will be required to complete documentation for inclusion into the Fort Lupton Fire Protection District and begin the exclusion process from the property's previous fire district.

Quadrant I currently lies within the boundaries of Keenesburg School District RE-3J, Weld County School District RE-1 and Weld County School District RE-8. In the event of annexation, school district boundaries would remain the same.

Open Space, Parks & Recreation:

Much of the land in this area is dry agricultural and irrigated agricultural land. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, and parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

As indicated under the *Methodology* section of this document, land located in Quadrant I generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

QUADRANT II

Description:

Township 2 North, Range 66 West, Sections 19 and 30, and *parts* of Sections 6, 7, 18, and 31. Township 2 North, Range 67 West, Sections 1-5, 8-17, 20-29 and 31-36, and *parts* of Sections 6, 7, 18, 19, and 30. Township 3 North, Range 67 West, Sections 25-27, and 32-36, and *parts* of Sections 22-24, and 28-31. In addition, *parts* of Section 6 in Township 1 North, Range 66 West, *parts* of Sections 1-5 in Township 1 North, Range 67 West, and *parts* of Sections 19, 30 and 31 in Township 3 North, Range 66 West. This area totals fifty-five (55) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the South Platte River, located west of US 85. The area along the South Platte River is identified as a Riparian Resource. Wildlife habitat of the area around the South Platte River includes: Geese, Great Blue Heron, Bald Eagle, Pelican, White Tail Deer, and Turkey habitat.

Land Use:

Rural residential, homesteads, farming, ranching, oil and gas facilities, gravel mining, water storage, commercial, and industrial use currently make up the land uses found in the area identified as Quadrant II.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Commercial Transition, Light Industrial & Office, Mineral Zone, Parks & Open Space, and Public / Semi-Public. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three-mile boundary, is four (4) acres.

Some areas within the City limits, located adjacent to US 85, south of CR 18 and north of SH 52 are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the south by SH 52 and to the east by US 85, providing arterial access to the area. CR 13, 14, 14.5, 15, 16, 17, 18, 19, 20, 21, 21.5, 22, 22.5, 23, 24, 24.5, 25, 25.5, 26, 28 and 30.5, and SH 66 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Weld County Sheriff's Department currently provides law enforcement services to unincorporated areas in Quadrant II. In the event of annexation, police protection would be provided by the City of Fort Lupton Police Department.

Fire protection is currently provided by the Fort Lupton Fire Protection District, Mountain View Fire Protection District, Frederick-Firestone Fire Protection District and Platteville-Gilcrest Fire Protection District. The Fort Lupton Fire Protection District has an intergovernmental agreement with the City of Fort Lupton to be the sole provider of fire protection services within the city limits of Fort Lupton. Therefore, properties annexing into the City of Fort Lupton who are outside of the Fort Lupton Fire Protection District boundaries will be required to complete documentation for inclusion into the Fort Lupton Fire Protection District and begin the exclusion process from the property's previous fire district.

Quadrant II currently lies within the boundaries of St. Vrain Valley School District RE 1J, Weld County School District RE-1 and Weld County School District RE-8. In the event of annexation, school district boundaries would remain the same.

Open Space, Parks & Recreation:

Much of the area is dry agricultural, irrigated agricultural and riparian lands. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

Land located in Quadrant II generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, lands in this area have the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area.

QUADRANT III

Description:

Parts of Sections 6, 7, 18, 19, 30, and 31 in Township 1 North, Range 66 West. Township 1 North, Range 67 West, Sections 7-28, and 36, and *parts* of Sections 1-6, 29, 30, and 32-35. *Parts* of Sections 1, 12, 13, and 24 in Township 1 North, Range 68 West. This area totals thirty-five (35) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the South Platte River, located west of US 85. The area along the South Platte River is identified as a Riparian Resource. Wildlife habitat of the area around the South Platte River includes: Geese, Great Blue Heron, Bald Eagle, Pelican, White Tail Deer, and Turkey habitat.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, gravel mining, water storage, commercial, and industrial use currently make up the land uses found in the area identified as Quadrant III.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Commercial Transition, Light Industrial & Office, and Mineral Zone. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three-mile boundary, is ten (10) acres.

Some areas within the City limits, located adjacent to US 85, south of SH 52, are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the north by SH 52 and to the east by US 85, providing arterial access to the area. CR 2, 4, 6, 8, 10, 12, 13, 15, 17, 19, 21, and 23 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Rail service in Quadrant III is provided by Union Pacific Railroad.

Utility Provisions:

Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Weld County Sheriff's Department currently provides law enforcement services to unincorporated areas in Quadrant III. In the event of annexation, police protection would be provided by the City of Fort Lupton Police Department.

Fire protection is currently provided by the Fort Lupton Fire Protection District, Mountain View Fire Protection District, and Greater Brighton Fire Protection District. The Fort Lupton Fire Protection District has an intergovernmental agreement with the City of Fort Lupton to be the sole provider of fire protection services within the city limits of Fort Lupton. Therefore, properties annexing into the City of Fort Lupton who are outside of the Fort Lupton Fire Protection District boundaries will be required to complete documentation for inclusion into the Fort Lupton Fire Protection District and begin the exclusion process from the property's previous fire district.

Quadrant III currently lies within the boundaries of St. Vrain Valley School District RE 1J, Brighton School District 27J and Weld County School District RE-8. In the event of annexation, school district boundaries would remain the same.

Open Space, Parks & Recreation:

Much of the area is dry agricultural, irrigated agricultural and riparian lands. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

Land located in Quadrant III generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, this area has the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area.

QUADRANT IV

Description:

Township 1 North, Range 65 West, Sections 7, 8, 18, and 19, and *parts* of Sections 5, 6, 17, 30 and 31. Township 1 North, Range 66 West, Sections 8-17, 20-29, 32-35, and parts of 1-7, 18, 19, 25, 26, 30, 31, and 36. The area totals forty (40) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the Fulton Ditch, located east of US 85.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, commercial, and industrial uses currently make up the land uses found in the area identified as Quadrant IV.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Single-Family Detached, Single-Family Attached, Multifamily, Commercial General, Commercial Transition, Industrial, Light Industrial & Office, Parks & Open Space, and Public / Semi-Public. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three mile boundary, is three (3) acres.

Some areas within the City limits, located adjacent to US 85, south of SH 52, are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the north by SH 52 and to the west by US 85, providing arterial access to the area. CR 2, 4, 6, 8, 10, 12, 29, 31, 33, 35, 37, 39 and 41 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Rail service in Quadrant IV is provided by Union Pacific Railroad.

Utility Provisions:

With the exception of water and sewer service extended south to CR 8 along South Denver Avenue and water service extended east on CR 10.5 to CR 29, Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Weld County Sheriff's Department currently provides law enforcement services to unincorporated areas in Quadrant IV. In the event of annexation, police protection would be provided by the City of Fort Lupton Police Department.

Fire protection is currently provided by the Fort Lupton Fire Protection District, Hudson Fire Protection District and Greater Brighton Fire Protection District. The Fort Lupton Fire Protection District has an intergovernmental agreement with the City of Fort Lupton to be the sole provider of fire protection services within the city limits of Fort Lupton. Therefore, properties annexing into the City of Fort Lupton who are outside of the Fort Lupton Fire Protection District boundaries will be required to complete documentation for inclusion into the Fort Lupton Fire Protection District and begin the exclusion process from the property's previous fire district.

Quadrant IV currently lies within the boundaries of Keenesburg School District RE-3J, Brighton School District 27J and Weld County School District RE-8. In the event of annexation, school district boundaries would remain the same.

Open Space, Parks & Recreation:

Much of the land in this area is dry agricultural and irrigated agricultural land. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

Land located in Quadrant IV generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, this area has the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

3-MILE ACRE TABULATION

QUADRANT	SQUARE MILES	TOTAL ACRES
I	40.8	26,103
II	55.4	35,454
III	35.2	22,549
IV	40.0	25,594

NOTE: In the case of identical ownership of properties that are within and extend beyond the three (3) mile area, the extended areas may be annexed so long as fifty (50) percent of the area lies within the three (3) mile boundary; in addition, the three (3) miles may be exceeded if necessary to annex an enterprise zone.

CONCLUSION

Land located in Quadrants I-IV generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, lands in these areas have the potential for annexation to the City. While annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area, the City of Fort Lupton will consider annexation where economically and environmentally logical. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

The City of Fort Lupton considers the Three Mile Area Plan as an important guiding document for potential growth. It is expected that any annexation consideration, county development, or known or unknown competing interests will follow the principles of this and other community planning documents in the areas identified.

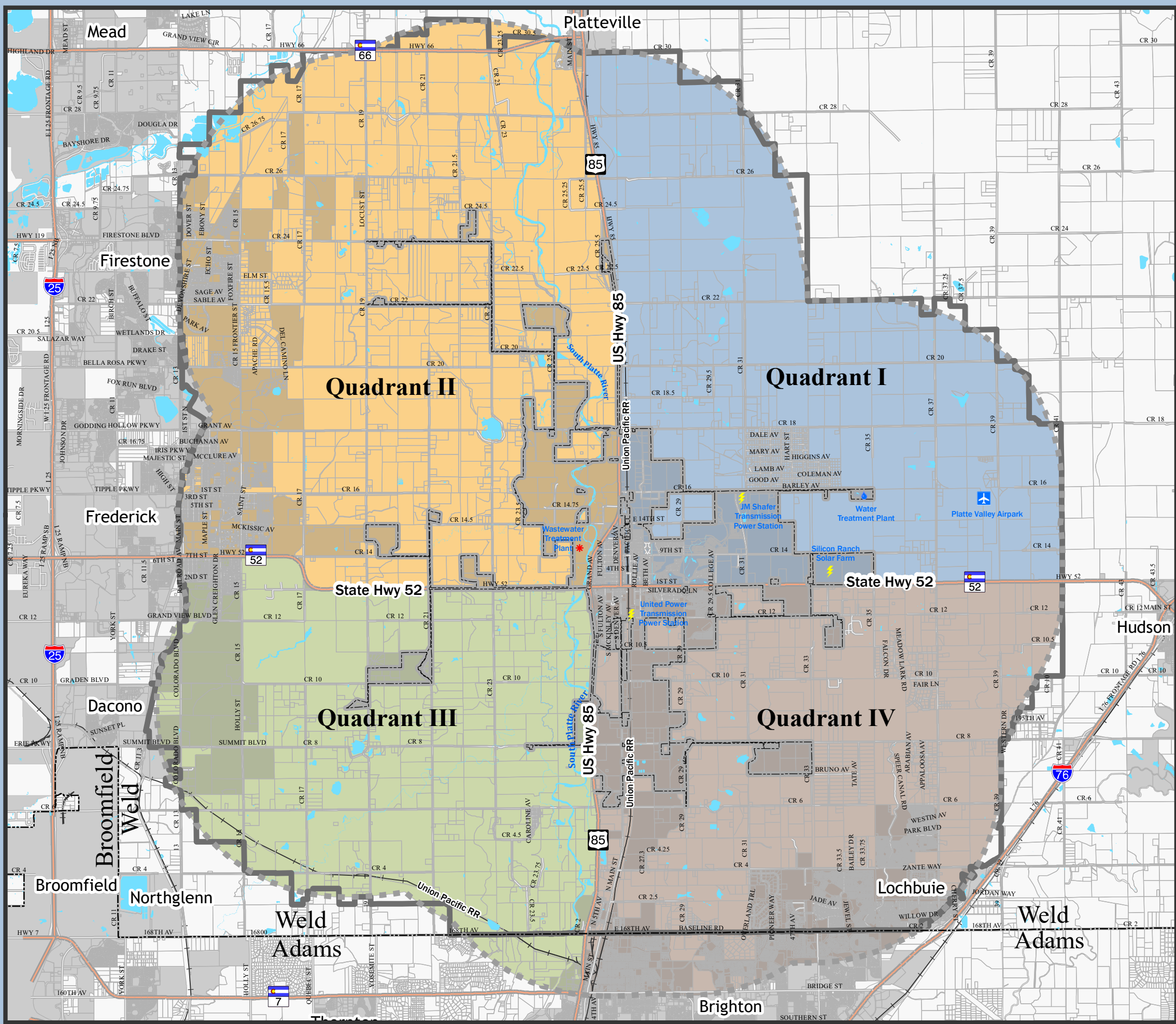
City of Fort Lupton Three Mile Area Plan 2026

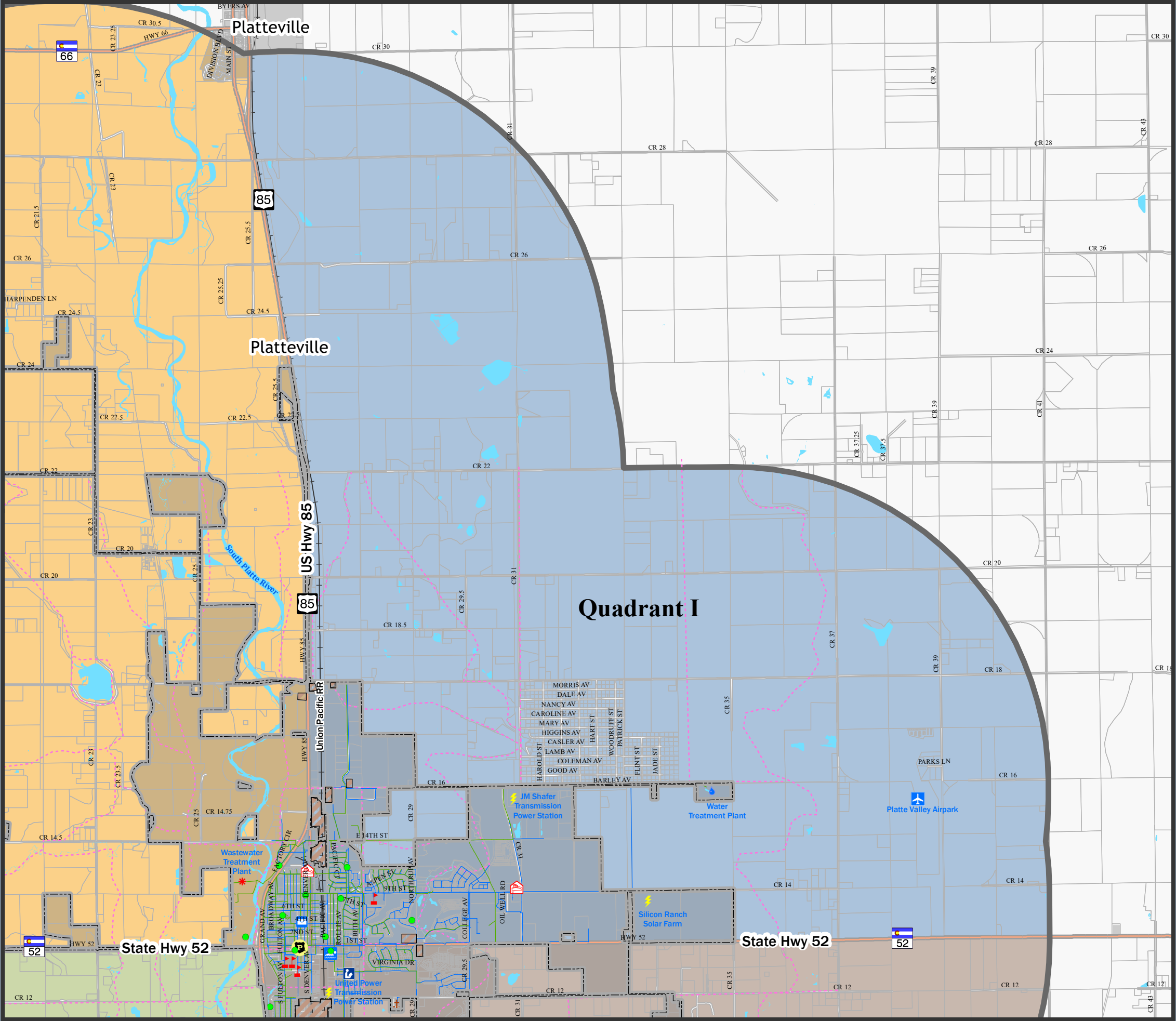
-  Three Mile Area Plan Boundary with Quadrants
-  Boundary of Weld County parcels with at least 50% area within the 3 Mile Buffer
-  Weld County Parcels/ Adams County Parcels
-  Fort Lupton City Limits
-  Roads
-  Highways
-  Railroads
-  Water
-  Airport
-  Electricity Generation Facility
-  Wastewater Treatment Plant
-  Water Treatment Plant



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

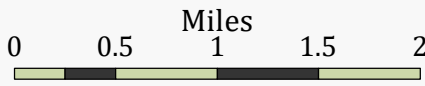
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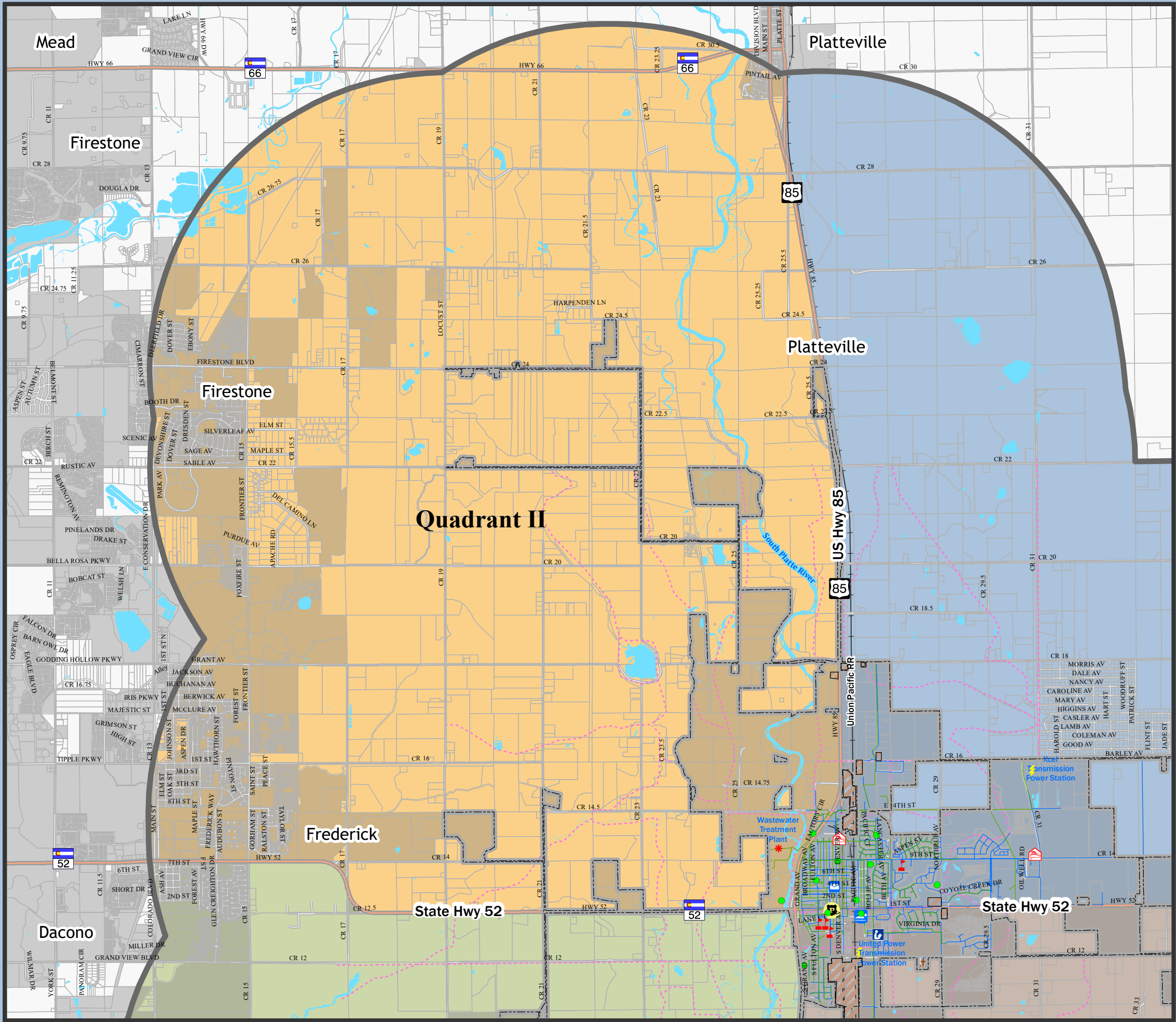
Quadrant I

- Three Mile Parcel Boundary with Quadrants
- Weld County Parcels/ Adams County Parcels
- Fort Lupton City Limits
- Roads
- Highways
- Railroads
- Water
- Sanitary Sewer Lines
- Waterlines
- Planned Trails
- Infill
- Airport
- Electricity Generation Facility
- Wastewater Treatment Plant
- Water Treatment Plant
- Cemetery
- Parks
- Police Station
- School
- Fire Station
- Post Office
- Library
- Rec Center



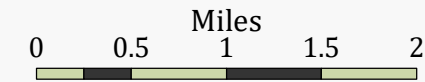
Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

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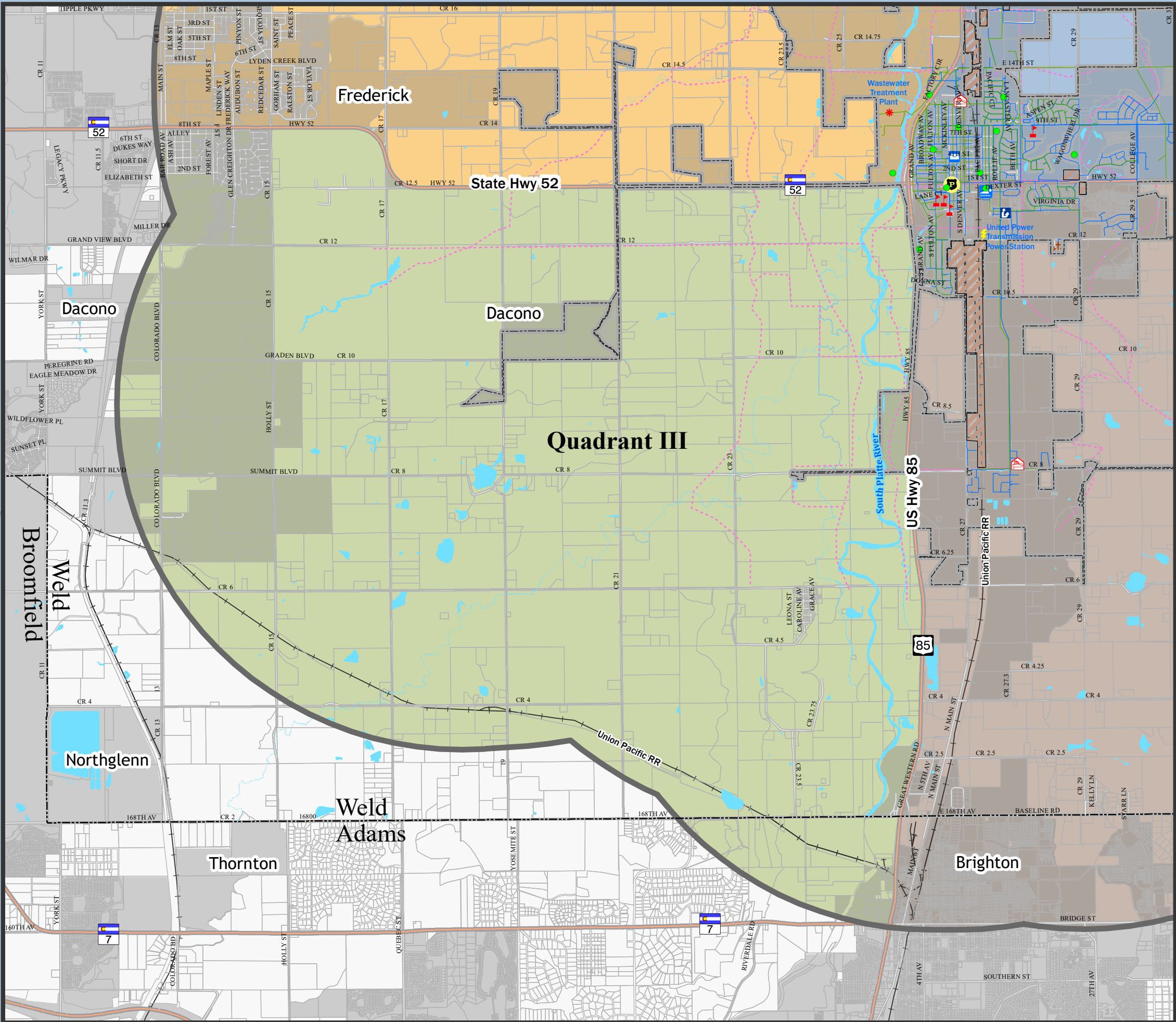
Quadrant II

- Three Mile Parcel Boundary with Quadrants
- Weld County Parcels/ Adams County Parcels
- Fort Lupton City Limits
- Roads
- Highways
- Railroads
- Water
- Sanitary Sewer Lines
- Waterlines
- Planned Trails
- Infill
- Airport
- Electricity Generation Facility
- Wastewater Treatment Plant
- Water Treatment Plant
- Cemetery
- Parks
- Police Station
- School
- Fire Station
- Post Office
- Library
- Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

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Quadrant III

Three Mile Parcel Boundary with Quadrants

Weld County Parcels/ Adams County Parcels

Fort Lupton City Limits

Roads

Highways

Railroads

Water

Sanitary Sewer Lines

Waterlines

Planned Trails

Infill

Airport

Electricity Generation Facility

Cemetery

Police Station

Fire Station

Library

Wastewater Treatment Plant

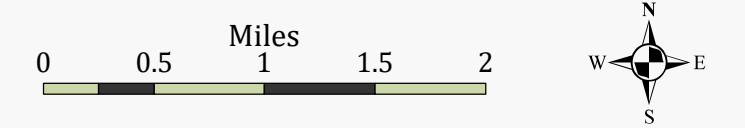
Water Treatment Plant

Parks

School

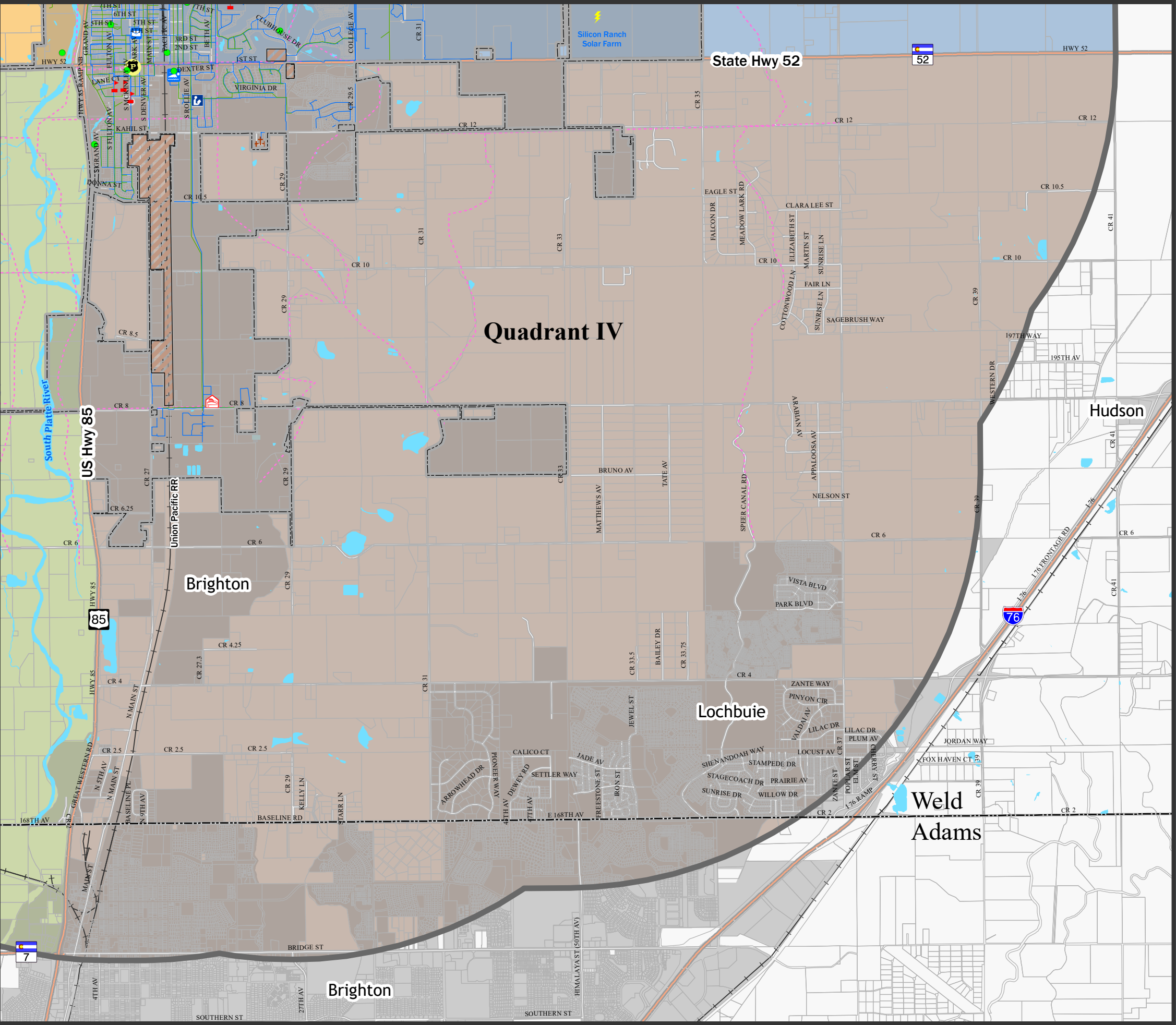
Post Office

Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

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Quadrant IV

Three Mile Parcel Boundary with Quadrants

Weld County Parcels/ Adams County Parcels

Fort Lupton City Limits

Roads

Highways

Railroads

Water

Sanitary Sewer Lines

Waterlines

Planned Trails

Infill

Airport

Electricity Generation Facility

Cemetery

Police Station

Fire Station

Library

Wastewater Treatment Plant

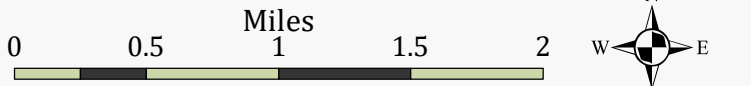
Water Treatment Plant

Parks

School

Post Office

Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

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SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Corresponding Advisory Committees for a Term Beginning January 6, 2026 and Ending December 31, 2027

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Terms of all members of all advisory committees shall commence on January 1st of each even year and continue until December 31st of each odd year. The Mayor shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor. As a result, notifications with re-appointment applications were sent to current committee members advising them that their terms will expire December 31, 2025. It was requested that they submit a new application as to their desire regarding continued membership. Notices have been posted on the City of Fort Lupton's webpage soliciting applications for advisory committees.

All voting members of advisory committees shall live within one of the following zones (school district, fire district, or Fort Lupton zip code).

Exhibit "A" represents a list of the active general advisory committees with the proposed member list. Current policy establishes that, "The Mayor shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor."

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

1. 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 and Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2026Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING JANUARY 6, 2026 AND ENDING DECEMBER 31, 2027

WHEREAS, each candidate has submitted a request in the form of an application for the Mayor to consider appointment or reappointment to committee positions allowing them the opportunity to serve the City of Fort Lupton.

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 corresponding Advisory Committees for a term beginning January 6, 2026 and ending December 31, 2027.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 6th DAY OF JANUARY 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"
Advisory/Governing Committee Appointments

PUBLIC SAFETY COMMITTEE		
Name	Term	Position
James A. Doanes	01/06/2026-12/31/2027	
William Carnes		City Liaison
GOLF COMMITTEE		
Name	Term	Position
Andrea Allison	01/06/2026-12/31/2027	
Dustin Weller	01/06/2026-12/31/2027	
Josh Martinez	01/06/2026-12/31/2027	
Richard Callaway	01/06/2026-12/31/2027	
Tyler Tarpley		City Liaison
CEMETERY COMMITTEE		
Bruce Taylor	01/06/2026-12/31/2027	
Josh Martinez	01/06/2026-12/31/2027	
Roberto Cardenas	01/06/2026-12/31/2027	
Roy Vestal Mari Peña		City Liaison
PARKS AND RECREATION		
Jimmy Dominguez	01/06/2026-12/31/2027	
Karina Gonzalez	01/06/2026-12/31/2027	
Kendre DiPietro	01/06/2026-12/31/2027	
Doug Cook		City Liaison
SENIOR CITIZEN ADVISORY COMMITTEE		
Name	Term	Position
Cindy Bunning	01/06/2026-12/31/2027	
Carol Criswell	01/06/2026-12/31/2027	
Judy Ceretto	01/06/2026-12/31/2027	
Lucy Miller	01/06/2026-12/31/2027	
Marlene Stieber	01/06/2026-12/31/2027	
MaryAnn Merritt	01/06/2026-12/31/2027	
Monica Evans	01/06/2026-12/31/2027	
Linda Kudrna		City Liaison



SUBJECT FOR DISCUSSION

Approving a Resolution Designating William Carnes, Chief of Police, as the Emergency Response Authority

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Pursuant to C.R.S. § 29-22-101, et seq., the governing body of every town, city, and city and county shall designate by ordinance or resolution an emergency response authority or authorities for hazardous substance incidents occurring within the corporate limits of such town, city, and city and county. The governing body shall annually report the designation to the hazardous materials section of the Colorado state patrol. Unless otherwise designated by ordinance or resolution, the fire authority responsible for the area within the corporate limits of such town, city, or city and county is the designated emergency response authority. ("DERA")

Fort Lupton Municipal Code Sec. 6-208. - Authority for emergency response.

(a)The Police Department is hereby designated as the emergency response authority for hazardous material incidents occurring within the corporate limits of the City. The Chief of Police shall have the authority to coordinate and direct operations regarding hazardous material incidents and has the authority to seek the assistance of the Fire Protection District or other local, state or federal law enforcement or public safety organization.

The City must notify, by Resolution, the Weld County Office of Emergency Management as to the designated emergency response authority. The designation of one individual as the DERA is to provide clear and concise command authority in the response to hazardous substance incidents.

Because the Municipal Code already designates the Police Department as the emergency response authority, and the Chief of Police has the authority to coordinate and direct the operations, Chief of Police, William Carnes, is the designated authority as set forth in the Resolution.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2026Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON DESIGNATING AN EMERGENCY RESPONSE AUTHORITY (“DERA”)

WHEREAS, the City Council, pursuant to statute is vested with the authority of administering the affairs of the City of Fort Lupton, Colorado; and

WHEREAS, pursuant to C.R.S. § 29-22-101, *et seq.*, requires the governing body of the City to designate by Ordinance or Resolution an emergency response authority for hazardous substance incidents occurring within the city limits; and

WHEREAS, the governing body shall annually report the designation to the hazardous materials section of the Colorado state patrol; and

WHEREAS, Section 6-208 of the Fort Lupton Municipal Code designates the Police Department as the emergency response authority for hazardous material incidents occurring within the corporate limits of the City. The Chief of Police shall have the authority to coordinate and direct operations regarding hazardous material incidents and has the authority to seek the assistance of the Fire Protection District or other local, state or federal law enforcement or public safety organization; and

WHEREAS, the designation of one individual as the DERA is to provide clear and concise command authority in the response to hazardous substance incidents; and

WHEREAS, the City Council deems it advisable to designate William Carnes, Chief of Police, as the DERA for hazardous substance incidents occurring within the city limits of the City of Fort Lupton in order to clarify the chain of command authority for such incidents.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby appoints the Fort Lupton Chief of Police, William Carnes, as the Designated Emergency Response Authority for hazardous substance incidents occurring within the city limits for Fort Lupton, Colorado.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 6TH DAY OF JANUARY 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Authorize the City Administrator to Accept a Service Agreement from Dig Deep to Provide Grants-Related Technical Assistance Services for Pursuing the DOLA Local Planning Capacity Grant.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton (City) has worked with Dig Deep Research, LLC (Dig Deep) to provide professional services in fiscal year 2025 to help secure grants for the City's priorities. An updated service agreement to continue services in 2026 was approved on November 18, 2025, with a new scope that targets Technical Assistance Tasks to assist with grant writing pursuits and funding opportunities.

This additional task was not included in the updated service agreement, meaning it is being presented as a separate scope of work with specific tasks. This scope of work would assist the Planning Department in preparing an application for the DOLA Local Planning Capacity (LPC) Grant, similar to how Dig Deep has assisted the Planning Department with past grant applications.

FINANCIAL CONSIDERATIONS

The total for 2 months of work is \$19,850. The full amount is available in the Community Development's Comprehensive Plan and/or Contractual Services budget line items.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Accept the Service Agreement.
Do not accept the Service Agreement.

STAFF RECOMMENDATIONS

Staff recommends approval.

Attachments: a. Professional Services Agreement – DOLA Local Planning Capacity Grant Pursuit

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Professional Services Agreement

PREPARED FOR:

Todd Hodges, Planning Director
City of Fort Lupton, CO

DATE ISSUED:

12/19/2025

Don't let grant funding go down the drain.

2026 Scope of Work

DOLA's Local Planning Capacity Pursuit

Additional Task 6

1. Technical Assistance – DOLA's Local Planning Capacity (LPC) Pursuit

This task will help the City submit one LPC Grant Application (DOLA). It includes the following activities:

- Assist city staff with the preparation of one Grant application package (for the February 26th deadline)
- Conduct a critical review of the grant application narrative
- Assist with the narrative writing process or budget preparation
- Facilitate one technical assistance meeting with funding agency
- Participate in planning and project meetings as needed
- Make recommendations to improve the project competitiveness

2. Exclusions

The task described above does not include any of the following activities:

- Submitting grant application materials to funding agency
- Creating and refining narrative, budget and cost estimates for application submission
- Conduct loan research and / or advance any loan pursuits
- Post-award or grant management activities for LPC Grant

These activities can be contracted separately if desired.

3. Terms & Fees

The activities will start January 7th and will span across 2 months ending on March 7th.

The total investment for the above activities (Technical Assistance – LPC Pursuit) is **\$19,850**.

Client has the option of making one lump sum payment in January, with a 2% (\$397) discount, or make a January payment for 50% of the total (\$9,925) and a February payment for the remainder 50%. (\$9,925).

4. ACCEPTANCE

Client: City of Fort Lupton

Signature: _____

Name/Title: _____

Date: _____

Dig Deep Research, LLC

Signature:  _____

Name/Title: _____ Tia Cavender, CEO _____

Date: _____ 12 / 19 / 2025 _____



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Reappointment of Kathy Kvasnicka to the Planning Commission as a Regular Member for a Three-year Term Beginning January 18, 2026 and Ending January 18, 2029.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

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

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

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

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

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

STAFF RECOMMENDATIONS

Staff recommends approval of Kathy Kvasnicka appointment to the Planning Commission for a term ending on January 18, 2029.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2026RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE REAPPOINTMENT OF KATHY KVASNICKA AS A REGULAR MEMBER OF THE PLANNING COMMISSION FOR A TERM BEGINNING JANUARY 18, 2026 AND ENDING JANUARY 18, 2029.

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

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

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

WHEREAS, Kathy Kvasnicka has expressed interest in serving on the Planning Commission; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Kathy Kvasnicka to serve as a regular member to the Planning Commission beginning January 18, 2026 and ending January 18, 2029.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF JANUARY 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving a Resolution Appointing Ashley Greene as a Regular Member of the Planning Commission for a Term to Expire March 5, 2027

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Ashley Greene is the current alternate member to the Planning Commission whose term expires on February 18, 2028. A regular member seat recently became vacant and Mrs. Greene has expressed an interest in filling this vacancy and continuing to serve on the Planning Commission. Section 2-182 of the Fort Lupton Municipal Code allows for up to seven members to the Planning Commission with one alternate to sit as a regular member should a regular member be absent. Mrs. Greene has regularly attended meetings and has acted as a regular member when other members have been absent.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- 1) Approve the proposed resolution
- 2) Deny the proposed resolution.

STAFF RECOMMENDATIONS

Staff recommends approval of Ashley Greene's move from Alternate Member to Regular Member.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2026RXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, APPOINTING ASHLEY GREENE AS A REGULAR MEMBER OF THE PLANNING COMMISSION FOR A TERM BEGINNING JANUARY 6, 2026 AND ENDING MARCH 5, 2027.

WHEREAS, the City of Fort Lupton Planning Commission is established to have all the powers and perform each and all of the duties specified in Section 31-23-201, et seq., C.R.S., as now constituted or as later amended; and

WHEREAS, Ashley Greene has served on the Planning Commission as an Alternate Member since February 18, 2025 and has demonstrated the necessary commitment and expertise required for a regular voting position; and

WHEREAS, a vacancy currently exists for a Regular Member seat on the Commission; and

WHEREAS, the City Council finds it in the best interest of the City to transition Ashley Greene from her current alternate status to a Regular Member seat to ensure the Commission maintains a full and effective voting body.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6TH DAY OF JANUARY 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve Additional Services to Contract with JR Engineering for an Amount Not to Exceed \$14,630.00 for Added CDOT Requirements for Analysis of Highway 52 / College Avenue Intersection Project from the Street Sales Tax Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

JR Engineering is contracted with the City for the CDOT warrant analysis, additional accel/decel lane design on the north side, drainage design and signal design. CDOT has determined the traffic signal analysis warrant and evaluation of a round-a-bout at the intersection requires additional comparison and community input. The Public Works agreement for this project is for \$175,198.00.

The additional services include updating the Intersection Control Analysis Tool (ICAT) in accordance with CDOT concerns. Preparation of 2 intersection alternatives, concept level cost estimates, preparation of layouts graphics and presentation to a community open house.

FINANCIAL CONSIDERATIONS

The 2025 budget includes \$1,200,000.00 in the Street Sales Tax Fund for the CR 12 Railroad Crossing Project. The crossing project is delayed another year due to Union Pacific review delays. Reallocation of an additional \$14,630 to the Highway 52 / College Ave Intersection Project is required.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the additional services with JR Engineering
- B. Reject agreement.

STAFF RECOMMENDATIONS

Staff recommends approving additional services with JR Engineering for not to exceed \$14,630.00 for the Highway 52 / College Ave Intersection Project from the Street Sales Tax Fund.

Attachments: a. JR Engineering additional services proposal

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

December 22, 2025



Mr. Roy Vestal
City of Fort Lupton
130 S. McKinley Avenue
Fort Lupton, CO 80621

RE: SH 52 and College Avenue Traffic Signal
JR Engineering Project #16197.03
Proposal for Additional Services #1

Dear Mr. Vestal:

JR Engineering (JR) appreciates the opportunity to submit this proposal for additional services associated with the *SH 52 and College Avenue Traffic Signal* project. Based on prior discussions with the *City of Fort Lupton* (the City) and CDOT, this proposal outlines the additional tasks required to complete the Intersection Control Analysis (ICA).

JR proposes to complete the following scope of work:

- Update the ICAT based on CDOT comments
- Prepare concept layouts for two (2) intersection control alternatives
- Prepare concept-level cost estimates for two (2) alternatives
- Prepare project graphics and attend a public open house
 - The public open house is anticipated to occur in January 2026
- Prepare a recommendations letter summarizing findings and preferred alternative
- Conduct meetings and coordination with CDOT and the City

Cost of Services:

JR Engineering will complete the outlined scope of work for a fixed fee of \$14,630. The fee schedule is attached and shows a breakdown of labor hours.

Thank you again for the opportunity to provide these services. If additional information or clarification is needed to support our submittal, please feel free to contact me.

Respectfully submitted,
JR ENGINEERING, LLC

Eli Farney, PE, PTOE
Principal/Client Manager
Ph: (303) 267-6183
Email: efarney@jrengineering.com



TASKS	WORK ITEM	JR Engineering				Sub-Consultant	Direct Expense	Totals
		Project Manager/ Client Manager	Project Lead (Engineer/ Designer/ Surveyor)	Project (Engineer/ Designer/ Surveyor)	Design Engineer/ Designer/ Surveyor			
		\$200	\$175	\$160	\$145	L.S.	L.S.	
<u>120</u>	<u>Additional Services #1 - Intersection Control Analysis (ICA)</u>							
	Update ICAT per CDOT Comments	3.0		4.0	12.0			\$2,980
	Prepare Concept Layouts (2 Alternatives)	2.0		4.0	16.0			\$3,360
	Prepare Concept Cost Estimates (2 Alternatives)	2.0		2.0	8.0			\$1,880
	Prepare Graphics and Attend Public Open House	6.0	6.0		8.0			\$3,410
	Prepare Recommendations Letter	2.0		4.0	8.0			\$2,200
	Meetings and Coordination with CDOT and City	4.0						\$800
	Subtotal							\$14,630
	Total:	19	6	14	52			\$14,630



SUBJECT FOR DISCUSSION

Award of Public Works Services Agreement to Dig Deep Research for an Amount Not to Exceed \$31,792.00 for Professional Services for Technical Services Related to the Water Strategy Plan in Conjunction with the Colorado Water Conservation Board (CWCB) Grant Awarded for the Drought Response Plan and Water Conservation/Efficiency Plan from the Utility Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City is working on a Comprehensive Water Strategy Plan. Part of this effort includes a Drought Response Plan and Water Conservation/Efficiency Plan.

Dig Deep is included with the recent grant proposal to provide coordination with CWCB, implementation of the new Social Pinpoint engagement program, collaboration with City staff to prepare reporting documents, developing a Public Outreach program, coordinating with stakeholders and participating in planning meetings in compliance with Colorado Water Conservation Board requirements.

FINANCIAL CONSIDERATIONS

The 2025 budget includes \$400,000 for the Water Strategy Plan in the Utility Fund as match for \$400,000 of grant funding in the Water Sales Tax Fund. The City has received a \$253,990 grant from the Colorado Water Conservation Board (CWCB) for this work. The City has also received a DOLA EIAF grant of \$100,000 for the Non-Potable Master Plan which counts as match to the CWCB grant award.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement with Dig Deep
- B. Reject agreement.
- C. Select a different consultant

STAFF RECOMMENDATIONS

Staff recommends approving contract agreement with Dig Deep for not to exceed \$31,792.00 for the technical assistance with CWCB grant requirements from the Utility Fund.

Attachments: a. PW Engineering Services Agreement – Dig Deep

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



City of Fort Lupton, Colorado

PUBLIC WORKS Agreement

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

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

1. SCOPE OF SERVICES. CONSULTANT shall perform the services for Fort Lupton included in the scope of work set forth and incorporated herein as **Exhibit A**. CONSULTANT confirms it possesses all necessary permits and professional licenses, as needed and is in good standing with the State of Colorado.

2. CONTRACT DOCUMENTS. This Agreement consists of and includes this Agreement and conditions of contract set forth in Consultant's proposal, attached hereto as **Exhibit A**.

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

4. CONTRACT SUM. The City shall pay to the Consultant for performance and completion of the work and or services encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **\$ 31,792.00**, as set forth in the Fee Schedule incorporated into **Exhibit A**, and subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts shall be paid only upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City.

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

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

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

7. COMPLETE AGREEMENT. This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein. ***IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFIC TERMS AND REQUIREMENTS OF THIS PUBLIC WORKS AGREEMENT AND ANY TERMS AND CONDITIONS OF THE CONSULTANT, THE PARTIES SPECIFICALLY AGREE THE TERMS OF THIS PUBLIC WORKS AGREEMENT AND NOT EXHIBIT A SHALL CONTROL.***

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

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

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

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

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

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

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

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

17. STANDARD OF CARE.

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

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

18. **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 6th DAY OF January, 2026.
CITY OF FORT LUPTON, COLORADO

BY: **Chris Ceretto**
TITLE: **Mayor**

Dig Deep Research, LLC:

BY: _____
TITLE: _____



Professional Services Agreement

2025 Scope of Work Task 8

PREPARED FOR:

Roy Vestal, Public Works Director
City of Fort Lupton, CO

DATE ISSUED:

November/2025

Don't let grant funding go down the drain.

Scope of Work

Task 8 – Technical Assistance for Raw Water Storage Project

This task will help the City advance its Raw Water Storage project. It will include the following activities that correspond with subtasks 3.2 and 3.3 in the Colorado Water Conservation Board (CWCB) water planning grant agreement:

- Review and provide feedback on all post-award materials prepared for CWCB
- Provide technical support to the City's grant team when preparing funder progress reports, executing grant agreements, and creating timely deliverables
- Complete the setup and implementation of the Social Pinpoint community engagement platform to collect citizen and stakeholder input (through polls, surveys, and interactive mapping tools), and to share project updates transparently
- Collaborate with City staff to prepare CWCB reporting documents, finalize grant kick-off materials, and extract, analyze, and interpret both qualitative and quantitative data from the Social Pinpoint platform to inform decision-making
- Develop and execute a Public Outreach Plan to effectively communicate project outcomes and share results with regional and statewide partners, fostering collaboration and knowledge exchange
- Coordinate with project stakeholders about planning events
- Participate in planning meetings with City staff, technical advisors, City Council and project stakeholders as needed

Terms & Fee

The work for this task order will begin upon execution of this scope of work or verbal authorization to proceed. The project is expected to be completed on or before March 15, 2026.

The total investment for this scope of work is **\$31,792**. Services will be billed monthly, with invoices issued at the end of each month to cover work completed during the previous month.

Invoices will be NET15 from the date of issue, and will reflect the percentage of project completion as determined through monthly progress updates and milestones.

Acceptance

Client: City of Fort Lupton

Signature: _____

Name/Title: _____

Date: _____

Dig Deep Research, LLC

Signature: _____

Name/Title: _____

Date: _____



SUBJECT FOR DISCUSSION

Authorizing Staff to Adjust the Police Department Retirement Percentages to Match the Fire and Police Pension Association Contributions (FPPA), Contingent on Adopting FPPA.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

FPPA retirement contributions are statutorily defined. Current eligible staff members would have the option of moving to FPPA retirement or staying with the City's retirement program. To ensure the retirement amounts are equitable, the Police Department (PD) is proposing that the City's retirement contributions mirror FPPA's, as outlined in the attached appendix.

This would change contribution calculations from gross salary to base salary, removing overtime variations and providing predictable retirement contribution budgeting.

Staff would work with the retirement vendor to make the necessary adjustments, dependent on approval of the FPPA resolution, and to be effective coincident with FPPA.

PD retirement percentages are calculated independently of other City staff due to PD staff not contributing to Social Security.

FINANCIAL CONSIDERATIONS

There are no immediate impacts to the City's budget. The City's current contribution match is 11.2%, this will gradually increase to 13% by 2030 per FPPA's current schedule. As mentioned above contributions are, for the most part, on base pay only and do not include overtime. This will mitigate the cost increases from contribution escalations.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the AM with the contingencies listed.
2. Do not approve and remain with the current retirement plan.

STAFF RECOMMENDATIONS

Staff recommends approving.

Attachments: a. Appendix

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

APPENDIX

Current Retirement Plan:

- City contributes 11/2% of PD employee's total wages (base pay plus overtime)
- Employee contributes 11/2% of employee's total wages (base pay plus overtime)

Proposed change:

City and Employee contributes percentage of base wages (not including overtime) as outlined in the schedule below.

	2026	2027	2028	2029	2030 and beyond
Employee Contribution	12%	12%	12%	12%	12%
City Contribution	11.95%	12.45%	12%	12.5%	13%
Total Contribution	23%	24.45%	24%	24.5%	25%

This percentage matches the contributions required for FPPA.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Approving the Annual Renewal of Cyber Security Software(s) from DigeTeks for an Amount Not to Exceed \$59,616.00, Allocated from the IT Department's General Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

IT is requesting to allow the budgeted amount for the Cyber Security Software(s) to be paid in the amount not to exceed \$59,616.00. The Cyber Security Software(s) included are MFA (Multifactor Authentication – DUO), Endpoint Detection Center (EDP - Cynet), DNS Filtering, and Threatlocker.

The Cyber Security Software(s) has allowed the City to benefit with cost savings in insurance and allowing for better coverage.

FINANCIAL CONSIDERATIONS

The General Fund's IT Department has budgeted \$200,000 in professional services that would cover the costs of Cyber Security from DigeTeks

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Council decides to renew the existing Cyber Security software(s)

Council requests that we look elsewhere for Cyber Security Software(s).

STAFF RECOMMENDATIONS

IT recommends the renewal of the current Cyber Security Software(s) that is in place.

Attachments: a. Invoice from DigeTeks

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



5795 Oak Meadows Blvd
Firestone, CO 80504

Invoice

Date	Invoice #
1/1/2026	40709

Bill To

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

P.O. No.

Terms

Project

Net 30

Managed Services

Quantity	Description	Rate	Amount
	Annual Subscriptions for 2026		
212	Endpoint Detection and Response and SIEM (212 @ \$13/endpoint/month for 12 months)	156.00	33,072.00
178	Threatlocker (178 @ \$9/endpoint/month for 12 months)	108.00	19,224.00
212	DNS Filtering: Web Protection and blocking (212 @ \$2/user/month for 12 months)	24.00	5,088.00
62	MFA / SSO (62 @ \$3/user/month for 12 months)	36.00	2,232.00
		Total	\$59,616.00

Phone

303-536-5052

E-mail

accounting@digeteks.com



SUBJECT FOR DISCUSSION

Award of Contract to Tait & Associates, Inc. for an Amount Not to Exceed \$48,000.00 for Surveying Services for the 6th Street Rehabilitation Project from the Street Sales Tax Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The streets in the older parts of town, as well as the underground infrastructure, need to be restored. A project from almost a decade ago ran a new storm line in 6th street that ended at Fulton Avenue. This project seeks to rehabilitate the existing storm infrastructure to the west up to the outfall towards Highway 85. The next step is obtaining existing survey information to aid in design efforts.

TAIT & Associates designed Harrison Avenue and staff is confident that their company can easily handle the surveying portion of engineering design.

The survey effort can begin immediately upon approval of this agreement.

FINANCIAL CONSIDERATIONS

The budget includes \$550,000 for the 6th Street Grand to Fulton Project in the Street Sales Tax Fund under Capital Projects. The cost of the survey will be not-to-exceed \$48,000.00.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement with TAIT & Associates
- B. Reject agreement.
- C. Select a different consultant

STAFF RECOMMENDATIONS

Staff recommends approving contract agreement with TAIT & Associates, Inc for not to exceed \$48,000.00 for survey of 6th Street from the Street Sales Tax Fund.

- Attachments:**
- a. PW Engineering Services Agreement – TAIT & Associates
 - b. Notice of Award
 - c. Bid Rank Order 6th Street Survey Project

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Construction Agreement

This **Public Works Agreement**, hereinafter "Agreement," is entered into by and between the City of Fort Lupton, Colorado, hereinafter "City," and TAIT & Associates, Inc., hereinafter "Contractor."

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

1. Scope of Work

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

2. Contract Documents

The executed Contract Documents comprise the following:

- A.** The Executed Agreement;
- B.** Addenda (if any);
- C.** Advertisement for Bids;
- D.** Invitation for Bids;
- E.** Instructions to Bidders;
- F.** Proposed Subcontractors;
- G.** Non-Collusion Affidavit;
- H.** Bid, Performance, and Payment Bonds;
- I.** Proposal;
- J.** Bid Form;
- K.** Conditions of Contract;
- L.** Special Conditions of Contract;

- M. City of Fort Lupton, Colorado *Standards and Specifications for the Construction of Public Improvements*, latest edition;
- N. The Colorado Department of Transportation *2017 Standard Specifications for Road and Bridge Construction*;
- O. Certificates of Insurance; and
- P. Plans (Drawings).

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

3. **Time for Completion**

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

4. **Contract Appropriations / No Change Orders**

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

5. **Contract Amount**

The City will pay to the Contractor for the performance and completion of the Work encompassed by this Agreement, and the Contractor shall accept as full compensation therefore the Amount of **Forty Eight Thousand DOLLARS and Zero CENTS, \$48,000.00**, subject to the City's confirmation of the completion of the Scope of Work in accordance with the Contract Documents attached hereto. The said Amount to be paid upon the City's inspection and acceptance of the Work, at the City's sole discretion, including the Contractor's completion of any punch-list items as determined by the City and the execution of any releases by the Contractor deemed necessary by the City.

6. **Contractor Payments**

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

- A. The Application for Payment shall clearly identify and provide such detail for which the Engineer and the Contractor shall agree to describe the Work completed by the Contractor up to the Date of the Application for Payment.
- B. The City will deduct and retain an amount equal to ten percent (10%) of the Application for Payment's Amount. The retained amounts shall be paid upon Final Acceptance of the work.
- C. The City will endeavor to effect the Progress Payments to the Contractor no later than thirty (30) calendar days after the Date the Application for Payment is received by the City.
- D. The Contractor shall charge Past Due Accounts an interest rate of two percent (2%) per month on any unpaid balance.

7. Warranty

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

8. Amendment / No Assignment

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

9. Complete Agreement

This Agreement, and the documents attached hereto, constitute the entire Agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

10. Severability

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

11. Governing Law

This Agreement is governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed

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

12. OSHA Requirements

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

13. No Waiver of Governmental Immunity

The City, its elected officials, officers, and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the C.R.S. § 24-10-101 et seq., *Colorado Governmental Immunity Act*, as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

14. Independent Contractor

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

15. Indemnification by Contractor

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

16. Force Majeure

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

17. Approval Required

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

EXECUTED THIS _____ DAY OF _____, 2026

CITY OF FORT LUPTON, COLORADO

By: Chris Ceretto

Title: Mayor

TAIT & ASSOCIATES, INC.

By: _____

Title: _____



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

TAIT & Associates, Inc

Date: **January 7, 2026**

320 North Lincoln Avenue
Loveland, CO 80537

Attention: Brian Campbell

**Subject: City of Fort Lupton, Colorado
6th Street Survey Project**

Notice of Award

The City of Fort Lupton, Colorado, has considered the Proposal submitted by you for the above described work in response to the Invitation for Bids dated **November 14, 2025**, and the Instructions to Bidders.

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

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

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

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

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

CITY OF FORT LUPTON, COLORADO

By: Chris Ceretto
Title: Mayor
Address: 130 South McKinley Avenue
Fort Lupton, Colorado 80621
Telephone: (303) 857-6694

Acceptance of Notice of Award

Receipt of the above Notice to Proceed is hereby acknowledged:

this the _____ day of _____, 2026.

TAIT & Associates, Inc

By: _____
Title: _____
Telephone: _____

Rank Order of Bids		
No.	Company	Lump Sum price
1	TAIT & Associates	\$ 48,000.00
2	Sanbell	\$ 59,200.00
3	Core Consultants	\$ 60,645.00
4	Prime EPC	\$ 78,900.00
5	WSB LLC	\$ 99,809.00



SUBJECT FOR DISCUSSION

Approving a Resolution for a Agreement for an Economic Incentive via a Sales Tax Reimbursement to Breakfast Inn, LLC, Under the Targeted Restaurant & Entertainment Activation Policy & Program.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Breakfast Inn, LLC plans to establish a new full-service restaurant at 322 Denver Avenue and has applied for an economic incentive through a sales tax reimbursement under the Targeted Restaurant & Entertainment Activation Policy & Program. The property is in the program area, and the attached application indicates the business plans to be open daily, from 6:00 am to 2:00 pm. As a new full-service restaurant, the business is eligible for a 1.5% sales tax reimbursement for a 5-year term.

Based on the applicant's estimated total sales of \$150,000 for the first year of operations, the estimated sales tax reimbursement is \$2,250. Assuming annual sales growth of 3%, the total estimated sales tax reimbursement for the term of the agreement is \$11,946. The actual reimbursement amount will be determined by the actual total annual sales. The company will be required to submit annual requests for tax reimbursements.

FINANCIAL CONSIDERATIONS

This agreement does not present an immediate impact on the City's budget and finances. Future requests for sales tax reimbursement will reduce tax revenues that would otherwise be retained by the City.

LEGAL/POLITICAL CONSIDERATIONS

Incentives provided by the City of Fort Lupton require an incentive agreement containing language compliant with any relevant City ordinances and/or State statutes as currently stated or as may be amended.

ALTERNATIVES/OPTIONS

- Adopt the Resolution as presented, approving the agreement for an Economic Incentive via a sales tax reimbursement to Breakfast Inn, LLC, under the Targeted Restaurant & Entertainment Activation Policy & Program.
- Do not approve the resolution providing incentives to Breakfast Inn, LLC.
- Provide amendments to the proposed incentive agreement.

STAFF RECOMMENDATIONS

Adopt the resolution as presented, approving the agreement for an Economic Incentive via a sales tax reimbursement to Breakfast Inn, LLC.

Attachments:

- a. Proposed Resolution
- b. Proposed Fort Lupton Sales Tax Reimbursement Agreement - Breakfast Inn
- c. Breakfast Inn program application
- d. Sales Tax Reimbursement Estimates Worksheet

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2026RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING AN ECONOMIC INCENTIVE VIA A SALES TAX REIMBURSEMENT TO BREAKFAST INN, LLC.

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

WHEREAS, the City Council desires to attract new dining and entertainment retail establishments to the downtown business corridor of the City to diversify the local economy, enhance the quality of life for its residents, activate the downtown business corridor, attract visitors, and support the City’s strategic plan goal of economic sustainability; and

WHEREAS, the City Council adopted Resolution 2025R030 establishing an economic incentive via a sales tax reimbursement for new restaurant and entertainment businesses that locate in the targeted area; and

WHEREAS, the owner of Breakfast Inn, LLC., plans to establish a new full-service restaurant at 322 Denver Avenue in the City of Fort Lupton, and has requested assistance under the Targeted Restaurant & Entertainment Policy & Program to support new business operations; and

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves the execution of an economic incentive agreement via a sales tax reimbursement with Breakfast Inn, LLC., to establish a full-service restaurant in Fort Lupton.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 6th DAY OF JANUARY 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



AGREEMENT PURSUANT TO C.R.S. § 31-15-903
FORT LUPTON TARGETED RESTAURANT AND ENTERTAINMENT ACTIVATION
POLICY & PROGRAM

THIS AGREEMENT is made and entered into this 6th day of January, 2026, by and between the City of Fort Lupton, a municipal corporation, whose address is 130 South McKinley Avenue, Fort Lupton, CO 80621, hereinafter referred to as, "Taxing Authority," and Breakfast Inn, LLC whose address is 322 Denver Avenue, Fort Lupton, CO 80621, hereinafter referred to as, "Taxpayer."

WITNESSETH:

WHEREAS, Taxing Authority desires to attract new dining and entertainment retail establishments to the downtown business corridor of the City to diversify the local economy, enhance the quality of life for its residents, activate the downtown business corridor, attract visitors, and support the City's strategic plan goal of economic sustainability, and

WHEREAS, C.R.S. § 31-15-903 provides that the Taxing Authority may negotiate incentive payments to taxpayers who establish new business facilities or who expand existing business facilities, and

WHEREAS, Taxpayer represents that it has invested or intends to establish their first restaurant or entertainment business within the City of Fort Lupton and wishes to receive the incentive payment benefits available pursuant to C.R.S. § 31-15-903, and

WHEREAS, Taxpayer has been determined to be currently eligible to receive the incentive payment benefits available pursuant to C.R.S. § 31-15-903, and pursuant to the City Council policy concerning incentive payments under the Targeted Restaurant & Entertainment Activation Policy & Program passed by Resolution on May 6, 2025. ("Resolution of the Taxing Authority").

NOW, THEREFORE, the parties hereto hereby agree to the following:

1. Subject to annual appropriation by Taxing Authority, one-and-one-half percent (1.5%) of the amount of actual taxable sales for a term of five (5) years will be eligible for incentive payments under this agreement. Based on the applicant's stated estimated total sales of \$150,000 for the first year of operation, the estimated sales tax reimbursement for the first year of operation is \$2,250. Assuming 3% annual sales growth, the estimated total sales tax reimbursement over the term of this agreement is \$11,946. The actual sales tax reimbursement will be determined based on actual sales and taxes remitted.

All tax incentive payments made pursuant to this Agreement shall hereinafter be referred to as "Tax Incentive Payments."

2. Tax Incentive Payments shall be made by Taxing Authority only upon appropriation, and only if:
 - a. All City of Fort Lupton sales tax has been remitted to the State of Colorado, and
 - b. In each year of this Agreement, Taxpayer remains eligible to receive the Tax Incentive Payments under criteria established in C.R.S. § 31-15-903 and the Resolution of the Taxing Authority, and
 - c. Taxpayer submits a claim for sales tax reimbursement in accordance with this agreement.
3. Any appropriated Tax Incentive Payments shall be made to Taxpayer by Taxing Authority by March 31 of the year a claim for a Tax Incentive Payment is received, as stated in section 9.
4. The Tax Incentive Payments shall not be made by Taxing Authority if an amendment to the Colorado Constitution limiting taxes is subsequently passed after the date of this Agreement, or if a court of competent jurisdiction declares any portion of this Agreement, C.R.S. § 31-15-903 (as may be amended), or the Resolution of the Taxing Authority, to be invalid or unconstitutional.
5. Any Tax Incentive Payments made under this Agreement that are determined not to be legal under the laws of the State of Colorado shall be repaid to the Taxing Authority.
6. TAX INCENTIVE PAYMENTS TO TAXPAYER SHALL ONLY BE MADE TO THE EXTENT REVENUES ARE AVAILABLE AND APPROPRIATED IN EACH OF THE YEARS FOR THE TERM OF THIS AGREEMENT.
7. This Agreement is not assignable.
8. Acceptance of any Tax Incentive Payment by Taxpayer constitutes agreement by both parties to fund the Tax Incentive Payment for the tax year involved.
9. Claim for a Tax Incentive Payment and an affidavit from the Taxpayer stating that the Taxpayer remains eligible for such payment pursuant to C.R.S. § 31-15-903 and the Resolution of Taxing Authority must be submitted to Taxing Authority by Taxpayer annually, no later than January 31 following the taxing year or Taxpayer waives the right to receive payment for that year.

10. All notices required or permitted under this Agreement shall be given in writing and shall be effective when delivered in the case of hand delivery or five days after mailing, when mailed, provided that mailed notices shall be sent by certified mail, return receipt requested. Notices shall be sent to the following addressees at the following addresses or facsimile numbers or to such other addressees, addresses or facsimile numbers as a party may designate from time to time by notice given pursuant to this paragraph:

If to the County: City of Fort Lupton
 Attn: Finance Director
 130 S. McKinley Ave.
 Fort Lupton, CO 80621

If to Taxpayer: Alexandra Kretsou
 Breakfast Inn, LLC
 322 Denver Ave.
 Fort Lupton, CO 80621
 Athena0876@aol.com

11. Each of the parties will execute and deliver such other instruments and documents and will take all such other actions as the other party may reasonably request and as may reasonably be required in order to effectuate the purpose of this Agreement and to carry out its terms.
12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
13. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior and contemporaneous agreements, representations, both written and oral, between the parties with respect to the subject matter of this Agreement. No variation or modification of this Agreement, and the waiver of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized officers of the Taxing Authority and Taxpayer. As permitted hereunder, this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns. This Agreement shall be governed by and construed according to the laws of the state of Colorado.
14. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

15. This agreement is subject to the approval of the City Council of Fort Lupton.

The above and foregoing Agreement was hereby approved on the ____ day of _____, 2026.

ATTEST:

CITY OF FORT LUPTON

BY: _____
Maricela Peña, City Clerk

Chris Ceretto, Mayor

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

TAXPAYER: _____
(Company name)

Signature: _____

Name: _____

Title: _____



1200 Dexter Street, W13
Fort Lupton, CO 80621
(720) 466-6119

TARGETED RESTAURANT & ENTERTAINMENT ACTIVATION POLICY & PROGRAM

Application

The City of Fort Lupton (City) desires to attract new dining and entertainment retail establishments to the downtown business corridor of the City to diversify the local economy, enhance the quality of life for its residents, activate the downtown business corridor, attract visitors, and support the City's strategic plan goal of economic sustainability.

Businesses that meet the program criteria and are looking to establish their first location within the City of Fort Lupton are eligible. Existing businesses are not eligible for this program, but may apply for assistance under the City's Economic Incentive Policy.

Verify that the Property is in the Program Area before applying for this program. Exhibit A of the Policy & Program document identifies the Program Area.

APPLICANT INFORMATION:

Applicant Name:

Alexandra Kretson

Address:

Phone:

Email:

BUSINESS INFORMATION:

Business Name:

Breakfast Inn LLC

Site Address:

322 Dehner Ave.

Phone:

720 712 6040

Website:

Is this an existing facility, or will it be constructed?

☒ Existing

☐ To be Constructed

Do you own the property where the business will operate?

☒ Yes

☐ No

If you do not own the property, please provide the property owner's information:

Property Owner Name:

Address:

Phone:

Email:

What type of business are you planning to open?

☒ **Full-Service Restaurant**

A Full-Service Restaurant is generally identified by the customer's reliance on restaurant staff to provide all services at the table, including but not limited to: taking the customer's order, delivering food and beverages to the table, and clearing the table.

☐ **Limited-Service Restaurant**

A Limited-Service Restaurant is generally identified by the limited services provided by restaurant staff. Characteristics of Limited-Service Restaurants may include, but are not limited to the following: buffets, customers order items at a counter or kiosk, customers select a table, customers receive ordered items from staff and take the items to a table, and customers are responsible for clearing the table.

☐ **Coffee Shop/Pastry Shop/Bakery/Ice Cream or other Dessert Café or Shop**

☐ **Multi-Vendor Food Hall**

A Multi-Vendor Food Hall must have at least three (3) separate vendors.

☐ **Entertainment Venue**

Examples of Entertainment Venues include, but are not limited to: arcades, music halls, movie theaters, and experience-based entertainment.

☐ **Craft Brewery/Distillery/Winery**

☐ **Cocktail Lounge & Bars/Nostalgia Bars & Pubs**

Please provide a description of your business, including: the days and hours of operation, the type(s) of food or beverages that will be served or a description of the entertainment:

Breakfast Restaurant, coffee and pop
Seven days a week 6am - 2pm

Estimated total sales for the first year of operation? 150,000

How many employees will you have? 4

Are you making improvements to the property? If so, please provide a brief description of the planned improvements:

Sign, design

What is the estimated cost of the planned improvements? _____

Restaurant and entertainment businesses in Colorado must be registered and obtain license(s) specific to the nature of their operations. Please provide the license number or indicate the status for each of the following for your business:

Federal EIN _____

Colorado Sales Tax License _____

City of Fort Lupton Business License _____

Colorado Retail Food License _____

Colorado Entertainment Facility _____

Colorado & City of Fort Lupton liquor licenses (If your business will serve alcohol) _____

APPLICANT CERTIFICATION

By signing this application for the Targeted Restaurant & Entertainment Activation Program, I attest that I am acting with the knowledge and consent of all owners of the business subject to this application, and that I have the full intention and ability to establish and operate the business. I understand the final decision for reimbursement requests will be at the sole discretion of the City Council and that, if approved, I am required to enter into a sales tax reimbursement agreement. The agreement will include at minimum the responsibilities of each party, the expectations of the project, performance measures, and clawbacks if applicable. Negotiated reporting requirements will be the responsibility of the business to provide to the City. Failure to provide the required information in a format acceptable to the City and within the timeline stipulated in the agreement may constitute a breach of the incentive agreement or result in forfeiture of sales tax reimbursement payments. I further certify that all information submitted with this application is true and accurate to the best of my knowledge.

Applicant Signature: _____

Name (print): _____

Date: _____

For Office Use Only

Received Date: 12/10/25

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

Deemed Complete Date: 12/10/25 JMA

Targeted Restaurant & Entertainment Policy & Program - Incentive Estimate Worksheet

Applicant: Breakfast Inn

City of Fort Lupton Sales Tax:

General Fund = 2.0%
Water Sales Tax Fund = 1.0%
Streets Sales Tax Fund = 0.5%
Culture, Parks, & Recreation Sales Tax = 0.5%

Total Fort Lupton Sales Tax = 4.0%

Types of Businesses	Year 1					Year 2		Year 3		Year 4		Year 5		Estimated Total Sales Tax Incentive
	Stated Taxable Sales	Total Sales Tax (4%)	Rebate %	Term Cap (Yrs)	Available Sales Tax Incentive*	Est. Taxable Sales	Available Sales Tax Incentive*	Est. Taxable Sales	Available Sales Tax Incentive*	Est. Taxable Sales	Available Sales Tax Incentive*	Est. Taxable Sales	Available Sales Tax Incentive*	
Full-Service Restaurant	\$ 150,000	\$ 6,000	1.50%	5	\$ 2,250	\$ 154,500	\$ 2,318	\$ 159,135	\$ 2,387	\$ 163,909	\$ 2,459	\$ 168,826	\$ 2,532	\$ 11,946
Limited-Service Restaurant		\$ -	1.00%	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Coffee Shop / Pastry Shop / Bakery / Ice Cream or other Dessert Café or Shop		\$ -	0.50%	2	\$ -	\$ -	\$ -							\$ -
Multi-Vendor Food Hall		\$ -	1.00%	2	\$ -	\$ -	\$ -							\$ -
Entertainment Venue		\$ -	1.50%	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Craft Brewery / Distillery / Winery		\$ -	1.50%	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cocktail Lounge & Bars / Nostalgia Bars & Pubs		\$ -	1.00%	2	\$ -	\$ -	\$ -							\$ -

NOTES:

Yr 1 Taxable Sales were provided by the applicant. Subsequent years are estimated, assuming 3% annual growth in sales.

* Businesses approved for this program must annually submit a request for reimbursement. Failure to do so may result in forfeiture of sales tax reimbursement payments.



SUBJECT FOR DISCUSSION

Accepting the 2026 Workers' Compensation from Pinnacol Assurance and the Boiler and Machinery and Cyber Liability Coverage Quotation from Traveler's for a Total Amount Not to Exceed \$414,875.00.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

IMA is the City of Fort Lupton's Broker of Record for Workers' Compensation, Boiler and Machinery, and Cyber Liability coverages. They have provided the renewal numbers for these lines of coverage for 2026.

The total cost for the Workers' Compensation has gone up for 2026. For 2026, Pinnacol offered a renewal at \$392,740.00, which is a 22% increase from 2025. This renewal is reflective of a \$500.00 per claim deductible. There are three major factors in the Workers' Compensation premium rates: total payroll, rate by occupation, and experience modifier (EMOD). Total payroll is expected to increase in 2026 over 2025 by around 8%. The rate by occupation for high-risk positions has decreased over the last year.

The EMOD rating for 2025 was 1.49 and has increased in 2026 to 1.84. This is due to several high claim costs from 2023 through 2025, which has affected our overall premium. While this will continue to affect the premium over the next three years, efforts towards reducing severe claims will assist in lowering this rating overtime. Continued efforts and implementation of the Safety Wellness Program should positively influence our future claim history. Better safety and hazard controls in place will also reduce lost time from injuries.

The City of Fort Lupton did apply and was awarded a 3-year Cost Containment Certification by the State of Colorado in 2024. This is a certification that verifies that organizations adhere to best safety practices. It also qualifies organizations for discounts on their renewal.

The cost of the Boiler and Machinery coverage increased from 2025 to 2026. This is due to the City of Fort Lupton's increase in assets. For 2026, Traveler's offered the renewal at \$7,699.00, a 3% increase over 2025.

The City of Fort Lupton's Cyber Liability coverage is decreasing in 2026. In the past few years, the public entity sector has been particularly vulnerable to all manners of cyber-attacks. For 2026, Tokio Marine offered the renewal at \$14,436.00, a 10.64% decrease over 2025.

FINANCIAL CONSIDERATIONS

The summary of the cost are as follows:

Coverage	Cost
Workers Compensation	\$ 392,740.00
Boiler and Machinery	\$ 7,699.00
Cyber	\$ 14,436.00
Total	\$ 414,875.00

The final cost of the Workers' Compensation will likely change after the payroll audit is completed due to payroll cost variations.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

The 2026 budget has \$515,831.00 budgeted for Workers' Compensation across all the funds. No supplemental should be needed to cover this policy renewal.

LEGAL/POLITICAL CONSIDERATIONS

The City of Fort Lupton must carry Workers' Compensation for its employees as required by law. Workers' Compensation is coverage that is set by statute, so the coverage is standardized.

The other coverages are not required, but providing protection for the City of Fort Lupton's assets is important.

ALTERNATIVES/OPTIONS

- 1) Raise the deductible per claim to \$1,000.00 for Pinnacol Assurance which will lower the premium for 2026.
- 2) Decline coverage with Pinnacol Assurance and accept coverage from CIRSA, if the quoted premium is lower than Pinnacol Assurance.
- 3) Opt to be a Self-Insured Municipality

STAFF RECOMMENDATIONS

Accept the Workers' Compensation, Boiler and Machinery, and Cyber Liability coverage quotations equivalent to \$414,875.00

- Attachments:**
- a. IMA Insurance Proposal 2026
 - b. IMA Insurance Cyber Liability Proposal 2026



INSURANCE PROPOSAL **CITY OF FORT LUPTON**

January 2026



ABOUT IMA

6TH LARGEST
INDEPENDENTLY OWNED BROKER
IN THE UNITED STATES

IMA Financial Group, Inc. (IMA) is one of the largest and fastest growing privately held insurance brokerage firms in the United States.

Our performance and customer loyalty speaks volumes of IMA's commitment to protecting assets and making a difference. In fact, over the past five years IMA has doubled our revenue while retaining our customers.



BUSINESS STRENGTH

Over \$400 Million
in Revenue



CARRIER RELATIONSHIPS

Over \$5 Billion in Premium
Placed Annually



EMPLOYEE OWNED

1,700+ Owners Focused
on Clients' Success



IMA FOUNDATION

Community Focused



CLIENT FOCUSED

95% Client Retention Rate



GLOBAL REACH

Clients in all 50 States +
Over 100 Countries



YOUR IMA TEAM

More Than Just Insurance.

Building, Developing & Maintaining **Relationships.**

**Protecting Assets Is What We Do,
Making A Difference Is Who We Are.**

NICK BURNS
**PRESIDENT, MOUNTAIN REGION &
COLORADO MARKET**
303.615.7654
nick.burns@imacorp.com

ALEXANDRA MCLENNAN
ACCOUNT MANAGER
303.615.7702
alexandra.mclennan@imacorp.com

JASON MCFARLAND
Risk Control Specialist
720.537.1861
jason.mcfarland@imacorp.com

PAUL DIGRADO
Claims Account Executive
303.615.7556
paul.digrado@imacorp.com

KEELIN HYLAND
Account Executive
Executive Risk Solutions
303.615.7739
keelin.hyland@imacorp.com

PREMIUM SUMMARY

COVERAGE	PREMIUM
Workers' Compensation	\$ 392,740.00
Cyber Liability	\$ 14,436.00*
Boiler & Machinery	\$ 7,699.00
Total	\$ 414,875.00

**Premium subject to Surplus Lines Taxes & Fees, not included in amount shown.*





PAYMENT TERMS

COVERAGE	PREMIUM
Workers' Compensation – Direct Bill, premium paid to carrier	\$ 392,740.00
Cyber Liability – Agency Bill, premium paid to IMA	\$ 14,436.00
Boiler & Machinery – Agency Bill, premium paid to IMA	\$ 7,699.00
Total	\$ 414,875.00

ACH Payment Instructions to IMA Financial Group, Inc.
JP Morgan Chase Bank, N.A.
3 Park Plaza, Suite 900
Irvine, CA 92612
Routing Number: 102001017
Account Number: 733272659
Email: payments@imacorp.com (indicate invoice #)

IMA Lockbox
IMA Financial Group, Inc.
PO Box 733835
Dallas, TX 75373-3885

Include a copy of the invoice or indicate invoice # in the check memo

IMA now accepts online payments via ePay. It's fast, easy and mobile.
<https://ima.epaypolicy.com>
Transaction Charges:
Credit Card Transactions: 3.25%



WORKERS' COMPENSATION

Issuing Company	Pinnacol Assurance
Policy Term	1/1/2026 to 1/1/2027

COVERAGES

DESCRIPTION	LIMIT
Employer's Liability – Each accident	\$ 1,000,000
Employer's Liability – Disease policy limit	\$ 1,000,000
Employer's Liability – Disease each employee	\$ 1,000,000

ESTIMATED PREMIUM

DESCRIPTION	ADJUSTMENT	AMOUNT
Ratable Manual Premium based on Total Payroll		\$273,636
Increased Limits (1,000,000/1,000,000/1,000,000)	.011	\$3,010
Deductible Discount (\$500 Deductible)		(\$4,925)
Experience Modification	1.84	\$228,246
Schedule Rating & Designated Provider	.075	\$37,498
Premium Discount	.103	(\$52,591)
Annual Policy Fee		\$160
Terrorism & Catastrophe Insurance Coverage		\$1,905
Self-Rating Adjustment		(\$67,326)
Cost Containment Credit	.950	(\$26,873)
Net Estimated Annual Premium		\$392,740

PREMIUM & EXPOSURE COMPARISON

DESCRIPTION	2025-2026	2026-2027	% CHANGE
Total Payroll	\$12,247,912	\$13,634,409	11%
Exp. Mod Rating	1.49	1.84	24%
Total Premium	\$321,842	\$392,740	22%

BOILER & MACHINERY

Issuing Company	Travelers
Policy Term	1/1/2026 to 1/1/2027

COVERAGES

DESCRIPTION	LIMIT
Total Limit per breakdown/per location	\$30,000,000
Property Damage Limit per breakdown	Included in Total Limit per breakdown
Property Damage deductible	\$2,500
Business Income & Extra Expense per breakdown	\$1,000,000
Business Income & Extra Expense deductible	24 hours

PREMIUM & EXPOSURE COMPARISON

DESCRIPTION	2025-2026	2026-2027	% CHANGE
Building limit	\$95,823,709	\$109,642,079	14%
Contents limit	\$8,212,261	\$9,387,062	14%
Premium	\$7,450	\$7,699	3%

There are numerous factors contributing to our success, some of which we believe include:

EXPERIENCE

IMA has over 45 years of proven experience within the insurance brokerage industry.

EMPLOYEE OWNED

IMA is proud to be employee-owned.

MARKET CLOUT

IMA places over \$2.6 billion in insurance premiums annually.

REACH

IMA has relationships with insurance carriers with extensive expertise.

CLIENT SERVICE

In today's turbulent insurance market, we believe that IMA provides the right products at a competitive price and with superior service.

CLAIMS

We are your advocate. Prompt reporting, early intervention, aggressive investigation, timely settlements and excellent communication are the foundation of our Claims Management philosophy.

RISK CONTROL

IMA's Risk Control Department is staffed with experienced professionals. From strategic planning to implementation, our Risk Control services are designed around your needs.

SPECIALTY PRACTICES

IMA's industry practices are the foundation of our growth and our knowledge in these unique market segments is unequaled amongst our peers.

“**PROTECTING ASSETS IS WHAT WE DO,
MAKING A DIFFERENCE
IS WHO WE ARE.**

- ROB COHEN, Chairman & CEO, IMA Financial Group



About IMA Financial Group

IMA Financial Group, Inc. (IMA) is an integrated financial services company specializing in risk management, insurance, employee benefits solutions and wealth management. It is the sixth-largest privately held and employee-owned insurance broker in the country and employs 1,700+ associates.

Please visit <http://imacorp.com/terms-service/> to review our full privacy and compensation disclosure statements.





26-27 CITY OF FORT LUPTON CYBER INSURANCE PROPOSAL 1/1/26 – 1/1/27





MARKETING SUMMARY

CARRIER	RENEWAL TERMS		NOTES
Travelers Admitted AM Best Rating: A++	Limit	\$1,000,000	• Incumbent • Option 2 - Dependent Business Interruption & Reputational Harm Sublimit is \$1M
	Retention	\$25,000	
	Premium	\$12,490	
	Limit	\$2,000,000	
	Retention	\$25,000	
	Premium	\$16,301	
TMHCC Non-Admitted AM Best Rating: A	Limit	\$1,000,000	• IMA Gold Standard Carrier • Competitive in the Public Entity Space
	Retention	\$10,000	
	Premium	\$8,749*	
	Limit	\$2,000,000	
	Retention	\$10,000	
	Premium	\$14,436*	

Premiums Subject to Surplus Lines Taxes and Fees



WHO IS INSURED?

NAMED INSURED: City of Fort Lupton

CARRIER	DEFINITION
Travelers	<u>Definition of Insured:</u> 1. The Insurer will not pay Loss for a Claim brought by or on behalf of: 2. an Insured; or 3. an entity that, at the time the Wrongful Act occurs, or the date the Claim is made: a. is owned, operated, or controlled by any Insured; or b. ii. owns, operates, or controls any Insured. 4. This does not apply to a Claim: a. by an Insured Person for contribution or indemnity, if resulting from another covered Claim; or b. by or on behalf of an Insured Person or Additional Insured who did not commit or participate in the Wrongful Act. <u>Definition of Subsidiary</u> If a Subsidiary is acquired or created by an Insured Entity during the Policy Period, and its revenues are: i) less than 35% of the total annual revenues of such Insured Entity, then it will be covered for Wrongful Acts or First Party Events that occur after its acquisition or creation; or ii) are at least 35% of the total annual revenues of such Insured Entity, then it will be covered for: (1) Wrongful Acts that occur after its acquisition or creation, for Claims made; or (2) First Party Events that occur after its acquisition or creation and that are Discovered and reported, within 90 days of its acquisition or creation, or the end of the Policy Period, whichever is earlier. Additional coverage may be negotiated at the time of acquisition or creation.

Important Note: Please check to ensure all Named Insureds are shown above. If an entity is not listed above (including partnerships, corporations, joint ventures, limited liability companies, individual proprietorships, etc.) or fall within the scope of the definition of Subsidiary, they are not included as an Insured under any insurance policy. We must be notified as soon as possible of the formation or purchase of new companies so that the insurance ramifications may be considered. Do not assume they are covered automatically.



CURRENT PROGRAM SUMMARY

LINE OF COVERAGE	CARRIER	EFFECTIVE DATE	LIMITS	DEDUCTIBLES	PREMIUM
Cyber Primary Layer	Travelers	1/1/25 – 1/1/26	\$1,000,000	\$25,000	\$16,155

YOY PREMIUM COMPARISON

EXPOSURE

COVERAGE	RATING BASIS	2025	2026	VARIANCE
Cyber Primary Layer	Revenue	\$33,600,000	\$45,001,922	34%

AVERAGE RATES

COVERAGE	RATING BASIS	2025	2026	VARIANCE
Cyber Primary Layer	Revenue	.048	.028	-42%

PREMIUM

COVERAGE	2025	ADJUSTED PREMIUM (RENEWAL EXPOSURE AT EXPIRING RATE)	2026	VARIANCE
Cyber (incumbent)	\$16,155	\$21,637	\$12,490	-42%



PRIMARY COVERAGE COMPARISON

COVERAGE NAME	TRAVELERS (EXPIRING)	TRAVELERS (RENEWAL)	TMHCC (OPTION #1)
Policy Period	1/1/25 – 1/1/26	1/1/26 – 1/1/27	1/1/26 – 1/1/27
Policy Aggregate Limit	\$1,000,000	\$2,000,000	\$2,000,000
Per Occurrence/Claim Retention and Waiting Period	\$25,000 8 Hour Waiting Period	\$25,000 8 Hour Waiting Period	\$10,000 12 Hour Waiting Period
Retroactive Date	Full Prior Acts	Full Prior Acts	Full Prior Acts
Admitted/Non-Admitted	Admitted	Admitted	Non-Admitted
Annual Premium	\$16,155	\$16,301	\$14,436
CYBER COVERAGES			
Breach Response	\$1,000,000	\$2,000,000	\$2,000,000
LIABILITY / THIRD PARTY LOSS			
Network and Information Security Liability	\$1,000,000	\$2,000,000	\$2,000,000
Multimedia Liability	\$1,000,000	\$2,000,000	\$2,000,000
PCI Fines and Penalties	\$1,000,000	\$2,000,000	\$2,000,000
Regulatory Fines and Penalties	\$1,000,000	\$2,000,000	\$2,000,000
FIRST PARTY LOSS			
Digital Asset Restoration	\$1,000,000	\$2,000,000	\$2,000,000
Bricking Costs	\$1,000,000	\$2,000,000	\$2,000,000
Cyber Extortion	\$1,000,000	\$2,000,000	\$2,000,000
Crisis Management Public Relations	\$1,000,000	\$2,000,000	\$2,000,000
Business Interruption	\$1,000,000	\$1,000,000	\$2,000,000
System Failure	\$1,000,000	\$1,000,000	\$2,000,000
Dependent Business Interruption	\$1,000,000	\$1,000,000	\$2,000,000
Dependent System Failure	\$1,000,000	\$1,000,000	\$2,000,000
Reputational Harm	\$1,000,000	\$1,000,000	\$2,000,000
CRIME			
Fraudulent Instruction / Social Engineering	\$250,000	\$250,000	\$250,000
Funds Transfer Fraud	\$1,000,000	\$2,000,000	\$250,000
Telephone Fraud	\$100,000	\$100,000	\$250,000



SUBJECT TO BIND

CARRIER	ITEMS
Travelers	N/A
TMHCC	- We have detected the use of an EoL (End of Life) Microsoft Exchange Server. Microsoft has ended support and will no longer provide security patches to address new vulnerabilities affecting EoL products. Historically, critical remote code execution vulnerabilities like ProxyLogon, ProxyShell, and ProxyNotShell have impacted this product. Exposing EoL Exchange servers to the internet increases risk-exposure as they continue to be a valuable initial access target for ransomware groups. Hostname: fortluptonco.gov IP : Port: 50.204.86.45:443 It is critical to prioritize a migration plan by upgrading to the latest Exchange Server SE (Subscription Edition) and installing the latest Security Update (SU) or migrating to Microsoft 365: https://learn.microsoft.com/en-us/exchange/plan-and-deploy/deploy-new-installations/upgrade-to-exchange-server-se Terms are subject to confirmation the Applicant has migrated to a supported Exchange platform, and that the obsolete server is no longer discoverable, otherwise terms are no longer valid and cannot be bound. - Do you use an SSL (Web Login) VPN? If yes, please confirm that MFA is protecting the VPN and account lockout policies are enforced for all users. - A completed TMHCC Declaration of No Known Claims (NGPDNC-12022) - Currently valued (within last 30 days), company loss runs for the past 3 years.

These quotations are offered based upon exposures to loss that were made known to IMA at the time of this quotation. This presentation is intended for use as a summary only and does not include all of the policy terms, conditions and exclusions. Please refer to your actual policies for specific coverage information. Requests to bind or change coverage cannot be considered bound until you have received confirmation from an authorized IMA representative.



ENDORSEMENT LIST – TRAVELERS

Endorsement Name	Endorsement Number	Endorsement Description
State Inconsistency Endorsement	AFE-19013-0119	Addresses state-specific inconsistencies in policy terms
Cap On Losses From Certified Acts Of Terrorism Endorsement	AFE-19029-0719	Limits losses from certified acts of terrorism
Federal Terrorism Risk Insurance Act Disclosure Endorsement	AFE-19030-0920	Provides disclosure under TRIA requirements
Dependent Business Interruption - System Failure Endorsement	CYB-19102-0620	Covers system failure impacting dependent business interruption
Dependent Business Interruption - Outsource Provider Endorsement	CYB-19104-0620	Covers outages from outsourced providers
Conviction Reward Endorsement	CYB-19105-0119	Offers reward for conviction related to covered cybercrime
Vendor Or Client Payment Fraud Endorsement	CYB-19122-0519	Protects against fraud involving vendor or client payments
Bricked Equipment Endorsement	CYB-19123-0519	Covers costs for equipment rendered unusable ('bricked')

ENDORSEMENT LIST – TMHCC

Endorsement Name	Endorsement Number	Endorsement Description
Biometric Claims Sublimit	NGP1077-122023	A. Biometric Claims Sublimit: \$250,000 Each Biometric Claim / \$250,000 Aggregate; B. Deductible: Matches option selected; C. None; Full Unknown Prior Acts
Dependent System Failure Non-IT Service Provider Sublimit	NGP1115-112023	Non-IT Service Provider Sublimit: Matches Policy Limit; Waiting Period: Matches DSF Waiting Period hours



IMA Cyber Amendatory	NGP1069-32024	Amendatory endorsement for IMA Cyber terms
Nuclear Incident Exclusion	NGP1078-52020	Excludes coverage for nuclear incidents
Policyholder Disclosure Notice of Terrorism Insurance Coverage	NGP1076-42020	Disclosure notice regarding terrorism insurance coverage
Service of Suit	NGP1075-42020	Specifies service of suit provisions
Supplemental Personal Cyber Benefit for Senior Executives	NGP1084-72020	Provides supplemental personal cyber benefits for senior executives
War and Cyber Operation Exclusion	NGP1109-102023	Excludes coverage for war and cyber operations
Cyber Crime Amendatory Undelivered Goods or Services	NGP1142-122024	Amendatory endorsement for undelivered goods or services under cyber crime coverage
Cyber Extortion Amendatory: Pay on Behalf	NGP1146-52025	Amendatory endorsement for cyber extortion coverage (Pay on Behalf basis)

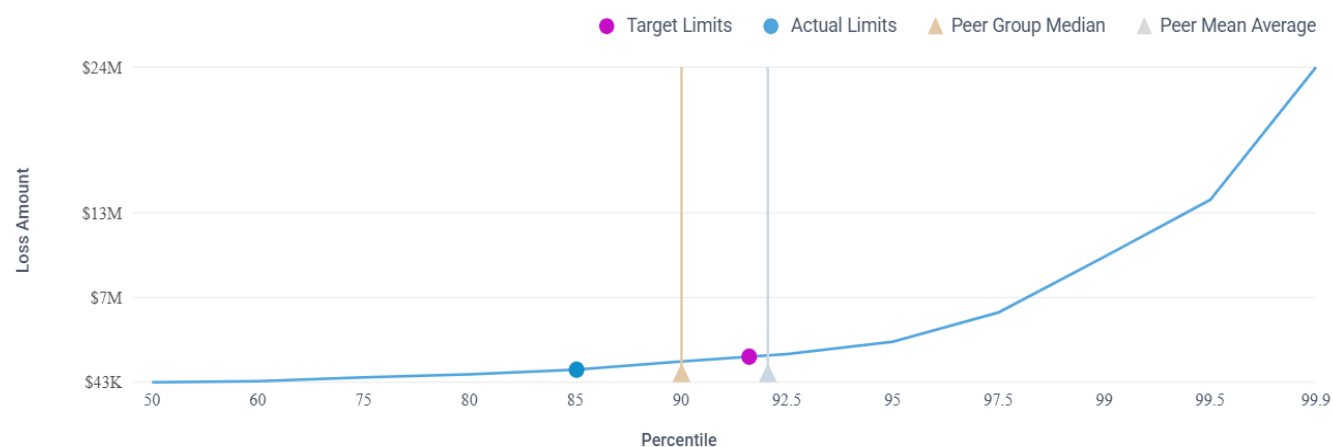


RISK BENCHMARK:

Peer Group Average Comparison (for Aggregate Severity Distribution)

PEER GROUP INFO

Public | Small : (10M–250M) | more, than 100 Peers



	Risk Transfer Percentile	Meaning
Your Actual Limits	85 th \$1M	Your Company's limits are transferring financial risk for 85% of simulated cyber losses.
Your Target Limits	92 nd \$2M	Your Company's limits are transferring financial risk for 92% of simulated cyber losses.
Peer Group Average	92 nd \$2.1M	Your peer group (mean) average limits is transferring financial risk for 92% of simulated cyber losses. Your equivalent limits at this peer percentile
Peer Group Median	90 th \$1.6M	The peer median company is transferring financial risk for 90% of simulated cyber losses. Your equivalent limits at this peer percentile

This analysis may not represent a whole view of your cyber risk assessment and is provided "as is" without representations, warranties or liabilities.
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LOSS CONTROL



Travelers Cyber Risk Services

Monitoring, tools and services that help to predict and prevent cyber threats – so that you can focus on growing your business, not responding to cyberattacks.

TRAVELERS CYBER POLICIES INCLUDE:

Always-On Threat Monitoring and Alerts

- Take action with same-day threat alerts that help to identify attacks before they escalate.
- Review step-by-step actions tailored to your organization.

Expert Guidance from Our In-House Cyber Risk Services Team

- Get personalized guidance to strengthen security and reduce risk.
- Maximize the effectiveness of your security investments.

24/7 Cyber Risk Dashboard

- Check your cyber exposure and view custom security recommendations anytime.
- Access a network of preferred cybersecurity vendors.

Personalized Policy Onboarding

- Meet your Travelers Cyber Risk Services team and get familiar with your service offerings.
- Review your current security report and receive actionable recommendations.

ORGANIZATIONS THAT ENGAGE WITH THESE SERVICES WERE SHOWN TO:*

- Be nearly **20%** less likely to experience a cyber breach
- See nearly **27%** lower total claim costs per cyber breach

*The frequency and severity of cyber insurance claims were found to be lower on average across all policyholder organizations that met a minimum threshold for engaging with the service offerings described above by registering their account on the Cyber Risk Dashboard.

CUSTOMER STORY



Policyholder virtual private network (VPN) credentials are seen for sale on a dark web marketplace



Within minutes, Travelers has reached the policyholder and broker



VPN is taken offline to prevent the spread of an attack



Travelers helps the policyholder set up multifactor authentication (MFA) on their VPN accounts



Major ransomware attack averted, avoiding potential interruption to operations, reputational harm and an estimated \$250,000+ claim

SPECIMEN - QUOTE 1



HOW IT WORKS:

- 1. Get Started:** After your policy is issued, we'll send an email inviting you to register for the Travelers Cyber Risk Dashboard.
- 2. Onboarding Call:** Once you've registered your dashboard account, send us an email at the address below to schedule your Onboarding Call.*
- 3. Year-Round Support:** Schedule an eligible service from the menu below by sending us an email or going to the Risk Services page in your Dashboard.

You and your insurance representative can reach us at cyberservices@travelers.com.

Online Tools and Always-On Services	All Travelers Cyber Policyholders
Cyber Risk Dashboard	✓
External perimeter scanning	✓
Personalized alerts for emerging cyber threats	✓
Continuous dark web monitoring	✓
Cyber expert security consultations	✓ Up to 5 calls
Multifactor authentication implementation support	✓ Up to 5 calls
Self-service risk assessment	✓
Employee security awareness training	✓
Discounted vendor rates	✓
Cyber newsletters and webinars	✓

Expert Support Available to policyholders with \$1M+ cyber limit and the gross annual revenue shown in each column	Under \$50M Revenue	\$50-100M Revenue	\$100M+ Revenue
Policy onboarding call	✓ 30-min call	✓ 30-min call	✓ 30-min call
Meet the data breach coach	✓ 1-hr call	✓ 1-hr call	✓ 1-hr call
Post-incident consultation	✓ 1-hr call	✓ 1-hr call	✓ 1-hr call
Scan reports for third-party vendors		✓ 15 scans	✓ 15 scans
Expert NIST-based risk assessment		✓ 1-hr call	✓ 1-hr call
Incident Response Tabletop Exercise**		✓ 30-min prep call	✓ 2-hr virtual + prep call
Incident Response Planning (IRP)	Template and guide	Template and guide	✓ 1-hr call
Business Continuity Planning (BCP)	Template and guide	Template and guide	✓ 1-hr call

To access a full description of each service and its benefits [click here](#) or scan the QR code



* Available to policyholders with \$1M+ cyber limit.
** On-site tabletops are available via third-party vendors at a reduced cost.



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Travelers Casualty and Surety Company of America and its property casualty affiliates. One Tower Square, Hartford, CT 06183

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SPECIMEN - QUOTE 1

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