



**CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, March 3, 2026
6:00 PM
130 South McKinley Avenue**

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

- a. March 3, 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. February 17, 2026 City Council Meeting Minutes
- b. Second Reading of Ordinance 2026-1199 Amending Section 2-7, Cancellation of Election, of the Fort Lupton Municipal Code
- c. AM 2026-039 Approving a Resolution Ratifying the Mayor’s Appointment of Lillyanna Vigil to the Youth Advisory Committee for a Term Ending August 31, 2026
- d. AM 2026-040 Authorize the Mayor to Execute a Collection Service Agreement with Integral Recoveries, Inc. to Provide Debt Collection Services for the Fort Lupton Municipal Court
- e. AM 2026-041 Approving a Resolution for an Agreement for an Economic Incentive via a Sales Tax Reimbursement to The Copper Hen LLC, Under the Targeted Restaurant & Entertainment Activation Policy & Program
- f. AM 2026-043 Award of Contract to Bohannan Huston, Inc. for an Amount Not to Exceed \$69,258.50 for the Mountain Sky Basin Hydrology Project from the Public Works Engineering and the Storm Drainage Fund
- g. AM 2026-044 Accepting a Proposal from Yoder Chevrolet for the Purchase of a 2025 Silverado 1500 Crew Cab Utility Truck for the Amount of \$50,355.86, Allocated from the Facilities Capital Improvements Fund

Action Memorandum

- a. AM 2026-042 City Recommendation to CDOT Regarding Highway 52 and College Avenue Intersection Control

Staff Reports

Mayor/Council Reports

Future City Events

- a. March 4, 2026 Coffee with a Cop, Fort Lupton Recreation Center, 203 S. Harrison Ave., 8:00 a.m. - 9:00 a.m.
March 28, 2026 Easter Egg Hunt, Fort Lupton Recreation Center, 203 S. Harrison Ave., 9:00 a.m.

Upcoming Meetings

- a. March 10, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 17, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 31, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
April 7, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

By Check Number

Date Range: 02/18/2026 - 03/03/2026

City of Fort Lupton

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						
000453	FAMILY SUPPORT REGISTRY	02/20/2026	Regular	0.00	140.76	109587
INV0001930	Invoice	02/20/2026	A. Infante Jr - Remit ID 06092977-SDU/Tri...	0.00	140.76	
003612	JOHNSON MARK LLC	02/20/2026	Regular	0.00	469.77	109588
INV0001931	Invoice	02/20/2026	Brian Oswalt-Case #2024C042153	0.00	469.77	
002254	ADIDAS AMERICA INC	02/24/2026	Regular	0.00	2,660.40	109589
6164891679	Invoice	02/09/2026	GOLF-UNIFORMS-PRO SHOP	0.00	2,660.40	
004000	APEX WASTE SOLUTIONS	02/24/2026	Regular	0.00	936.47	109590
1024362	Invoice	03/01/2026	GF-MAR26 TRASH SERVICE-CITY HALL	0.00	135.00	
1024364	Invoice	03/01/2026	CPR-203 S HARRISON MAR26 TRASH SRVC	0.00	85.47	
1024366	Invoice	03/01/2026	GF-MAR26 800 12TH TRASH SRVC-PW SH...	0.00	129.00	
1024367	Invoice	03/01/2026	GF-MAR26 205 S HARRISON TRASH SRV-P...	0.00	91.00	
1024368	Invoice	03/01/2026	CEM-MAR26 TRASH SRVC-CEM	0.00	72.00	
1024369	Invoice	03/01/2026	GOLF-MAR26 TRASH SRVC-PRO SHOP	0.00	164.00	
1024370	Invoice	03/01/2026	GOLF-MAR26 TRASH SRVC-MAINT	0.00	135.00	
1024372	Invoice	03/01/2026	GF-0 HWY 52 MAR26 TRASH SRVC-FAC	0.00	85.00	
1024688	Invoice	03/01/2026	GF-1025 1ST ST MAR26 TRASH SRVC-CODE	0.00	40.00	
004019	ARIANNE HERNANDEZ CASTRO	02/24/2026	Regular	0.00	33.00	109591
2007989.001	Invoice	02/11/2026	REC-MEMBERSHIP REFUND	0.00	33.00	
000241	CITY OF FT LUPTON-UTIL INVOICE	02/24/2026	Regular	0.00	12,255.83	109592
110035001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-S RAILRO...	0.00	145.00	
110036002 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-ANIMAL ...	0.00	100.65	
110221001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-RR PK SO...	0.00	145.00	
110222001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-RR PK NO...	0.00	145.00	
110249001 JAN26	Invoice	01/31/2026	GOLF-12/31-01/30WATER USAGE-CLUBH...	0.00	214.05	
110251001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-CC MAST ...	0.00	79.75	
110252001 JAN26	Invoice	01/31/2026	GOLF-12/31-01/30 WATER USAGE-IRRIGAT..	0.00	5,026.87	
110252101 JAN26	Invoice	01/31/2026	GOLF-12/31-01/30 WATER USAGE-RESTR...	0.00	92.65	
330025001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-9TH ST PK	0.00	145.00	
330031001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-N RAILRO...	0.00	145.00	
330045001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-PW SHOP	0.00	149.83	
330092001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-5TH & FU...	0.00	145.00	
330166001 JAN26	Invoice	01/31/2026	CPR-12/31-01/30 WATER USAGE-MUSEUM	0.00	97.88	
330920000 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-CANNERY ...	0.00	34.65	
550055501 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-VERIZON ...	0.00	168.71	
550057001 JAN26	Invoice	01/31/2026	CPR-12/31-01/30 WATER USAGE-COMM C...	0.00	718.24	
550057601 JAN26	Invoice	01/31/2026	REC-12/31-01/30 WATER USAGE-REC CEN...	0.00	2,273.19	
550057701 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-IRRG REC ...	0.00	311.75	
660092001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-LANCAST...	0.00	145.00	
770109501 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-HERITAGE...	0.00	34.80	
770116501 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-HERITAGE...	0.00	34.80	
770214501 JAN26	Invoice	01/31/2026	GOLF-12/31-01/30 WATER USAGE-IRRIGAT..	0.00	42.76	
770229001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-ROADSIDE...	0.00	145.00	
770229501 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-PEARSON ...	0.00	601.75	
770229601 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-PEARSON ...	0.00	34.80	
770231101 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-25.5 S GR...	0.00	34.65	
990004001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-S MCKINL...	0.00	145.00	
990004101 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-KOSHIO PK..	0.00	92.65	
990006001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-IRRG N IS...	0.00	34.80	
990007001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-IRRG CITY...	0.00	34.80	

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990008001 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-IRRIG S IS...	0.00	34.80	
990132001 JAN26	Invoice	01/31/2026	CEM-12/31-01/30 WATER USAGE-CEMETE...	0.00	605.55	
999910000 JAN26	Invoice	01/31/2026	GF-12/31-01/30 WATER USAGE-FULTON V...	0.00	96.45	
	Void	02/24/2026	Regular	0.00	0.00	109593
	Void	02/24/2026	Regular	0.00	0.00	109594
002651	COLORADO COMMUNITY MEDIA	02/24/2026	Regular	0.00	71.80	109595
146961	Invoice	02/12/2026	GF-LEGAL/PUBLIC NOTICES-CITY CL	0.00	71.80	
000307	COMCAST CABLE COMM, LLC	02/24/2026	Regular	0.00	268.73	109596
0208785 FEB26	Invoice	02/04/2026	GF-FEBRUARY 2026 INTERNET SERVICE-PL...	0.00	268.73	
003964	CORE CONSULTANTS, INC	02/24/2026	Regular	0.00	5,034.00	109597
26020026	Invoice	02/15/2026	GF-STREETScape SURVEY DENVER AVE-E...	0.00	5,034.00	
001517	CORE&MAIN LP	02/24/2026	Regular	0.00	234.36	109598
Y510527	Invoice	02/10/2026	SF-PARTS/SUPPLIES-S LINES	0.00	234.36	
000246	DUNLOP SPORTS AMERICAS/SRIXON/CLEAVLAN	02/24/2026	Regular	0.00	238.80	109599
8813737 SO	Invoice	02/09/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	238.80	
000512	FUZION FIELD SERVICES LLC	02/24/2026	Regular	0.00	297.50	109600
413174	Invoice	02/16/2026	GOLF-PORTABLE TOILET SERVICES-MAINT	0.00	297.50	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI	02/24/2026	Regular	0.00	270.00	109601
29	Invoice	02/08/2026	REC-MONTHLY NURSE VISIT-REC CENTER	0.00	270.00	
002977	JOSEPH ELLIOTT USA LLC	02/24/2026	Regular	0.00	476.56	109602
36194	Invoice	02/16/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	476.56	
003741	MEMBERSPORTS INC	02/24/2026	Regular	0.00	750.00	109603
MS-3674-18012	Invoice	02/16/2026	GOLF-MONTHLY SUBSCRIPTION FOR MAR ...	0.00	750.00	
003430	O'CONNOR, INC.	02/24/2026	Regular	0.00	2,037.30	109604
91481	Invoice	02/09/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	2,037.30	
004020	OFFICIAL BUSINESS LLC	02/24/2026	Regular	0.00	240.00	109605
2026-002	Invoice	02/09/2026	CPR-BASKETBALL REFEREES-ATHL	0.00	240.00	
002981	RED WING BUSINESS ADVANTAGE ACCOUNT	02/24/2026	Regular	0.00	391.93	109606
20260210107584	Invoice	02/10/2026	GF-UNIFORMS-PARKS	0.00	391.93	
000999	SHAMROCK FOODS COMPANY	02/24/2026	Regular	0.00	40.14	109607
35894470	Invoice	02/12/2026	GOLF-BEVERAGES-PRO SHOP	0.00	40.14	
003155	SHIRTS BY CHA LLC	02/24/2026	Regular	0.00	1,808.95	109608
3480	Invoice	02/09/2026	GF-UNIFORMS-PARKS/PW SHOP	0.00	1,808.95	
001040	STERICYCLE	02/24/2026	Regular	0.00	37.45	109609
8013418810	Invoice	02/10/2026	GF-SHREDDING SERVICE FOR PLANNING-C...	0.00	37.45	
001064	TAYLORMADE GOLF COMPANY INC	02/24/2026	Regular	0.00	301.61	109610
38874173	Invoice	02/10/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	301.61	
001075	THE CONSOLIDATED MUTUAL	02/24/2026	Regular	0.00	239.46	109611
021326A	Invoice	02/13/2026	UF-JAN 26 PERRY PIT DISCHARGE PUMP-W...	0.00	96.44	
021326B	Invoice	02/13/2026	UF-JAN 26 WELL PUMP B-W STOR	0.00	101.18	
021326C	Invoice	02/13/2026	UF-JAN 26 WELL PUMP C-W STOR	0.00	41.84	
001137	UNITED POWER	02/24/2026	Regular	0.00	215.33	109612
10213507 FEB26	Invoice	02/01/2026	GF-FEBRUARY 2026 ELECTRIC SERVICE 120...	0.00	215.33	
001147	USA BLUE BOOK	02/24/2026	Regular	0.00	2,817.89	109613
INV00961673	Invoice	02/12/2026	UF/SF-SUPPLIES-W/S LINES	0.00	2,817.89	
001189	WELD COUNTY ACCTG DEPART	02/24/2026	Regular	0.00	7,626.21	109614

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JANUARY 26	Invoice	02/01/2026	JANUARY 2026 FUEL CHARGES	0.00	7,626.21	
003328	A TO Z RECREATION, LLC	03/03/2026	Regular	0.00	899.00	109615
4330	Invoice	02/20/2026	GF-DRUM REPAIR PARTS-PARKS	0.00	899.00	
000028	ACUSHNET COMPANY	03/03/2026	Regular	0.00	1,114.22	109616
922255101	Invoice	02/11/2026	MERCHANDISE-PROS SHOP	0.00	981.61	
922282690	Invoice	02/17/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	132.61	
000031	ADAMSON POLICE PRODUCTS	03/03/2026	Regular	0.00	578.27	109617
INV447440	Invoice	02/09/2026	GF-NAME STRIP FOR ALLEN-PD	0.00	6.95	
INV447752	Invoice	02/17/2026	GF-UNIFORMS FOR GROSSMAN-PD	0.00	287.96	
INV447798	Invoice	02/17/2026	GF-UNIFORMS FOR SPILLIS-PD	0.00	283.36	
002254	ADIDAS AMERICA INC	03/03/2026	Regular	0.00	151.20	109618
6164697879	Invoice	02/01/2026	GF-WELLNESS BENEFITS-HR	0.00	151.20	
000040	AFLAC	03/03/2026	Regular	0.00	2,175.74	109619
936210	Invoice	02/01/2026	GF-SUPPLEMENTAL INS FOR FEBRUARY 20...	0.00	2,175.74	
004024	AMY DELMORE	03/03/2026	Regular	0.00	50.00	109620
2007998.001	Invoice	02/17/2026	REC-SOCCER REFUND	0.00	50.00	
000090	ANTHONY GOMEZ	03/03/2026	Regular	0.00	183.65	109621
021926	Invoice	02/19/2026	GF-REIMBURSE FOR UNIFORM PURCHASE...	0.00	183.65	
003190	BERMUDA SANDS APPAREL	03/03/2026	Regular	0.00	1,627.50	109622
127838	Invoice	02/12/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	1,627.50	
003773	BLUEDAG LLC	03/03/2026	Regular	0.00	7,492.50	109623
2092058	Invoice	02/18/2026	GF-SOFTWARE RENEWAL, MARCH 206-M...	0.00	7,492.50	
000160	BREAKTHRU BEVERAGE COLORADO	03/03/2026	Regular	0.00	469.54	109624
125736801	Invoice	02/19/2026	GOLF-BEVERAGES-PRO SHOP	0.00	427.54	
125736802	Invoice	02/19/2026	GOLF-BEVERAGES-PRO SHOP	0.00	42.00	
002300	CASSIE FRANCONI	03/03/2026	Regular	0.00	349.80	109625
021926	Invoice	02/19/2026	GF-AIRFARE REIMBURSE FOR CONFERENCE..	0.00	349.80	
000215	CHALLENGER TEAMWEAR	03/03/2026	Regular	0.00	413.55	109626
1319917-IN	Invoice	02/18/2026	CPR-SOCCER SHORTS AND SOCKS-ATHL	0.00	413.55	
000239	CITY OF FORT LUPTON	03/03/2026	Regular	0.00	218.00	109627
022326	Invoice	02/23/2026	GF-RESTITUTION, E0023275, S. NAVA 133...	0.00	218.00	
000306	COMCAST BUSINESS	03/03/2026	Regular	0.00	2,766.81	109628
263549809	Invoice	02/01/2026	GC- 02/15-03/14 PHONE-GOLF COURSE	0.00	2,766.81	
000307	COMCAST CABLE COMM, LLC	03/03/2026	Regular	0.00	247.85	109629
0215335 MARCH...	Invoice	03/01/2026	GF-INTERNET SERV FOR MARCH 2026 (VET...	0.00	247.85	
000307	COMCAST CABLE COMM, LLC	03/03/2026	Regular	0.00	219.89	109630
0164533 MARCH...	Invoice	03/01/2026	GF-MARCH 2026 INTERNET SERVICE-PW S...	0.00	219.89	
000307	COMCAST CABLE COMM, LLC	03/03/2026	Regular	0.00	232.89	109631
0120790 FEB26	Invoice	02/01/2026	GOLF-FEB 2026 INTERNET SERVICE-PRO S...	0.00	232.89	
001517	CORE&MAIN LP	03/03/2026	Regular	0.00	1,847.49	109632
Y464997	Invoice	02/20/2026	UF-PARTS, SUPPLIES-W LINES	0.00	1,847.49	
001401	DIVISION OF OIL & PUBLIC SAFETY	03/03/2026	Regular	0.00	30.00	109633
i-0049557	Invoice	02/24/2026	REC-ELEVATOR CERTIFICATE-REC CENTER	0.00	30.00	
001374	EPOCH EYEWEAR	03/03/2026	Regular	0.00	615.85	109634
INV-029958	Invoice	02/20/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	615.85	
003631	EVERON, LLC	03/03/2026	Regular	0.00	358.34	109635

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50576495 FEB26	Invoice	02/01/2026	REC/GF-FEB 26 SECURITY MONITORING-R...	0.00	179.17	
50576495 MAR26	Invoice	03/01/2026	GF/REC-SECURITY MONITORING FOR MAR...	0.00	179.17	
003812	FREEDOM FUEL COLORADO LLC	03/03/2026	Regular	0.00	256.13	109636
0000217-IN	Invoice	02/01/2026	GF-FUEL FOR NOVEMBER 2025-STREETS	0.00	198.20	
0000224-IN	Invoice	02/01/2026	SF-FUEL FOR DECEMBER 2025-S LINES	0.00	57.93	
003665	GHOST GOLF CLUB	03/03/2026	Regular	0.00	2,659.46	109637
635263	Invoice	02/04/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	2,659.46	
002143	GREEN CO2 SYSTEMS	03/03/2026	Regular	0.00	273.28	109638
00398301	Invoice	02/19/2026	REC-POOL CO2 REFILL-REC CENTER	0.00	273.28	
000567	HIGH COUNTRY BEVERAGE CORP	03/03/2026	Regular	0.00	616.40	109639
W-7318714	Invoice	02/17/2026	GOLF-BEVERAGES-PRO SHOP	0.00	344.20	
W-7326140	Invoice	02/23/2026	GOLF-BEVERAGES-PRO SHOP	0.00	272.20	
003120	HUDSON LOCKERS, INC	03/03/2026	Regular	0.00	215.00	109640
602	Invoice	02/19/2026	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	215.00	
000588	ID EDGE INC	03/03/2026	Regular	0.00	528.00	109641
106157	Invoice	02/17/2026	REC-CARD PRINTER RIBBON-REC CENTER	0.00	528.00	
004023	JOE GALLEGOS	03/03/2026	Regular	0.00	70.40	109642
2007980.001	Invoice	02/01/2026	REC-PRORATED MEMBERSHIP REFUND	0.00	70.40	
004022	JOSEPH GALLEGOS	03/03/2026	Regular	0.00	40.00	109643
2007979.001	Invoice	02/01/2026	REC-MEMBERSHIP REFUND-	0.00	40.00	
002863	JUDY CERETTO	03/03/2026	Regular	0.00	65.56	109644
021826	Invoice	02/18/2026	CPR-F.O.H. SUPPLIES-EVENTS	0.00	65.56	
000716	LEONARD B. MEDOFF, Ph.D.	03/03/2026	Regular	0.00	850.00	109645
013126	Invoice	02/01/2026	GF-PRE EMPLOYMENT PSYCHOLOGICAL E...	0.00	850.00	
000735	LL JOHNSON DISTRIBUTING	03/03/2026	Regular	0.00	11,356.02	109646
1168460-00	Invoice	02/01/2026	GOLF-PARTS/SUPPLIES-MAINT	0.00	4,693.36	
1968103-00	Invoice	02/18/2026	salt spreader for ventrac	0.00	6,662.66	
000865	OFFICE DEPOT	03/03/2026	Regular	0.00	558.63	109647
455862485001	Invoice	02/13/2026	GF-FILE FOLDERS-PW SHOP	0.00	15.53	
455908207001	Invoice	02/13/2026	GF-HANGING FOLDERS, PAPER CLIPS, BIN...	0.00	36.79	
456678305001	Invoice	02/09/2026	GF-HOT CUPS, TEA BAGS-ADMIN	0.00	65.91	
456696667001	Invoice	02/07/2026	GF-SUPPLIES-ADMIN	0.00	9.67	
457319469001	Invoice	02/12/2026	GF-TONER-PW SHOP	0.00	430.73	
003213	OLD TOWN PEST CONTROL	03/03/2026	Regular	0.00	600.00	109648
15132	Invoice	02/24/2026	GF-PRAIRIE DOG CONTROL-PW SHOP	0.00	600.00	
001518	PETS EMERGENCY HOSPITAL	03/03/2026	Regular	0.00	650.00	109649
530156	Invoice	02/24/2026	GF-EMERGENCY PET SERVICES-CODE	0.00	650.00	
002493	QUADIENT LEASING USA INC	03/03/2026	Regular	0.00	380.46	109650
Q2222601	Invoice	02/11/2026	GF-QUARTERLY LEASE MAR 15-JUNE 14, '2...	0.00	380.46	
003467	SCHILZ MARTIAL ARTS & KICKBOXING	03/03/2026	Regular	0.00	190.40	109651
FEBRUARY 26 M...	Invoice	02/23/2026	REC-FEBRUARY 2026 MARTIAL ARTS PAY...	0.00	190.40	
001692	SIGNARAMA	03/03/2026	Regular	0.00	531.00	109652
INV-40037	Invoice	02/23/2026	GOLF-SIGNS-MAINT	0.00	531.00	
002659	TAIT & ASSOCIATES, INC.	03/03/2026	Regular	0.00	9,173.75	109653
168466	Invoice	02/01/2026	SST-Surveying 6th Street Grand to Fulton	0.00	9,173.75	
001064	TAYLORMADE GOLF COMPANY INC	03/03/2026	Regular	0.00	404.91	109654

Council Check Report

Date Range: 02/18/2026 - 03/03/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
38894244	Invoice	02/19/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	404.91	
001105	TOSHIBA FINANCIAL SERVICES	03/03/2026	Regular	0.00	283.52	109655
575909569	Invoice	03/01/2026	GOLF-MARCH 2026 GOLF LEASE	0.00	283.52	
003579	WATTS HYDRAULICS ACQUISITION CORPORATI	03/03/2026	Regular	0.00	658.50	109656
7434859	Invoice	02/24/2026	GF-PRESSURE WASHER REPAIR-PARKS	0.00	658.50	
001198	WELD COUNTY PUBLIC HEALTH	03/03/2026	Regular	0.00	200.00	109657
WELDEHS202332...	Invoice	02/01/2026	REC-HEALTH DEPT INSPECTION FOR SUM...	0.00	200.00	
001203	WELD COUNTY SHERIFF'S OFFICE	03/03/2026	Regular	0.00	154.32	109658
FLPD122025	Invoice	02/12/2026	GF-JAIL SERVICE FEES-COURT	0.00	154.32	
001224	XCEL ENERGY-GAS	03/03/2026	Regular	0.00	1,044.18	109659
966264668	Invoice	02/01/2026	GF-FEB26 GAS BILL-PLANNING UNIT13	0.00	1,044.18	
000824	MUTUAL OF OMAHA INSURANCE COMPANY	03/03/2026	Regular	0.00	15,826.48	109660
002047821512	Invoice	03/01/2026	GF-MAR26 VISION PREM-HR	0.00	15,826.48	
003166	CODE RED AUDITS, LLC	02/24/2026	EFT	0.00	8,455.50	9100591
INV-FlrcCMrp-26...	Invoice	02/17/2026	Rec Center - Upgrade of Internal Cameras	0.00	8,455.50	
000536	GOLF AND SPORT SOLUTIONS LLC	02/24/2026	EFT	0.00	568.50	9100592
54002	Invoice	02/13/2026	CPR-PEARSON PARK CHAULK-ATHL	0.00	568.50	
004018	GUARDARE, INC.	02/24/2026	EFT	0.00	11,664.00	9100593
1050	Invoice	02/17/2026	Platform software for network equipment ...	0.00	11,664.00	
000698	L.G. EVERIST, INC	02/24/2026	EFT	0.00	181.36	9100594
761914	Invoice	02/12/2026	UF-SQUEEGEE-W LINES	0.00	181.36	
002195	MINUTEMAN PRESS	02/24/2026	EFT	0.00	194.65	9100595
42315	Invoice	02/12/2026	GF-MAILING ENVELOPES-COURT	0.00	194.65	
000939	RECREATION SUPPLY COMPANY	02/24/2026	EFT	0.00	389.04	9100596
540130	Invoice	02/10/2026	REC-POOL REAGENTS-REC CENTER	0.00	354.27	
540136	Invoice	02/10/2026	REC-POOL REAGENTS-REC CENTER	0.00	34.77	
002158	WW BACKHOE & DOZER SERVICES INC	02/24/2026	EFT	0.00	2,450.00	9100597
28028	Invoice	02/18/2026	SST-On Call Grading Services-Streets	0.00	2,450.00	
000024	ACE HARDWARE OF FORT LUPTON	03/03/2026	EFT	0.00	385.44	9100598
111573/1	Invoice	02/04/2026	GOLF-PARTS/SUPPLIES-MAINT	0.00	184.21	
111668/1	Invoice	02/10/2026	GOLF-SPRAY PAINT-MAINT	0.00	51.94	
111690/1	Invoice	02/12/2026	GOLF-CHISEL PAINT, SPRAYPAINT-MAINT	0.00	49.54	
111777/1	Invoice	02/18/2026	GOLF-KEYS-PRO SHOP	0.00	99.75	
000048	AIRGAS USA LLC	03/03/2026	EFT	0.00	26.56	9100599
5522475700	Invoice	02/01/2026	GOLF-LARGE ACETLENE, LARGE OXYGEN-...	0.00	26.56	
002122	BURNS & MCDONNELL ENGINEERING CO INC	03/03/2026	EFT	0.00	29,075.62	9100600
169164-22	Invoice	02/25/2026	UF-LIFT STATION/FORCE MAIN PROJECT R...	0.00	29,075.62	
003166	CODE RED AUDITS, LLC	03/03/2026	EFT	0.00	88,452.75	9100601
INV-FLnTHs-2623...	Invoice	02/24/2026	Hardware only (cameras, access control a...	0.00	87,567.75	
INV-FLthNWtr-26...	Invoice	02/24/2026	Setup of Cameras at New City Hall Constru...	0.00	885.00	
002094	DOOLEY ENTERPRISES INC	03/03/2026	EFT	0.00	5,220.74	9100602
71379	Invoice	02/20/2026	GF-AMMUNITION-PD	0.00	5,220.74	
002723	EAGLE ROCK COMPANY OF COLO	03/03/2026	EFT	0.00	147.90	9100603
14937065	Invoice	02/18/2026	GOLF-BEVERAGES-PRO SHOP	0.00	107.10	
14971752	Invoice	02/23/2026	GOLF-BEVERAGES-PRO SHOP	0.00	40.80	
003259	KUMAR & ASSOCIATES, INC.	03/03/2026	EFT	0.00	4,774.50	9100604

Council Check Report

Date Range: 02/18/2026 - 03/03/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
240540	Invoice	02/19/2026	GF-City Hall Const.Observation & Materials..	0.00	4,774.50	
000698	L.G. EVERIST, INC	03/03/2026	EFT	0.00	2,578.38	9100605
761953	Invoice	02/12/2026	SSTX-CLASS 6 ROADBASE-STREETS	0.00	2,578.38	
000783	MEANDERING WITH MARY	03/03/2026	EFT	0.00	150.00	9100606
021026	Invoice	02/10/2026	CPR-FEBRUARY 2026 CASINO TRIP-SENIORS	0.00	150.00	
000862	O'REILLY AUTO PARTS	03/03/2026	EFT	0.00	77.27	9100607
4489-273916	Credit Memo	02/04/2026	GOLF-CORE RETURN-MAINT	0.00	-44.00	
4489-274987	Invoice	02/09/2026	GF-NITRILE GLOVES-S LINES	0.00	51.28	
4489-275342	Invoice	02/11/2026	GOLF-HOSE-MAINT	0.00	69.99	
003522	OTTEM ELECTRONICS	03/03/2026	EFT	0.00	251.00	9100608
6370	Invoice	02/23/2026	GOLF-INSTALLATION OF 2 DOOR SWITCHE...	0.00	251.00	
003491	THALLE CONSTRUCTION CO INC	03/03/2026	EFT	0.00	307,897.83	9100609
17	Invoice	02/25/2026	UF FORCE MAIN & LIFT CONSTRUCITON S...	0.00	307,897.83	
001101	TODD HODGES DESIGN, LLC	03/03/2026	EFT	0.00	8,837.40	9100610
3757	Invoice	02/23/2026	GF-PLANNING SERV FEB 9-22, 2026-PLANN..	0.00	8,837.40	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	03/03/2026	EFT	0.00	152,384.33	9100611
259035703260	Invoice	03/01/2026	GF-HEALTH INS FOR MARCH 2026-HR	0.00	152,384.33	
000119	BANK OF COLORADO	02/20/2026	Bank Draft	0.00	9,069.86	DFT0002736
INV0001927	Invoice	02/20/2026	HSA DISTRIBUTION	0.00	9,069.86	
000119	BANK OF COLORADO	02/20/2026	Bank Draft	0.00	1,787.07	DFT0002737
INV0001928	Invoice	02/20/2026	HSA DISTRIBUTION	0.00	1,787.07	
001416	VALIC_1	02/20/2026	Bank Draft	0.00	51,965.76	DFT0002738
INV0001929	Invoice	02/20/2026	VALIC - 457(b) \$ Contributions	0.00	51,965.76	
001265	IRS	02/20/2026	Bank Draft	0.00	91,419.62	DFT0002739
INV0001932	Invoice	02/20/2026	Federal Withholding	0.00	91,419.62	
001418	CO DEPARTMENT OF REVENUE	02/20/2026	Bank Draft	0.00	15,429.00	DFT0002740
INV0001933	Invoice	02/20/2026	CO Withholding	0.00	15,429.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	126	72	0.00	109,522.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	5	5	0.00	169,671.31
EFT's	29	21	0.00	624,162.77
	160	100	0.00	903,356.82

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	126	72	0.00	109,522.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	5	5	0.00	169,671.31
EFT's	29	21	0.00	624,162.77
	160	100	0.00	903,356.82

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	2/2026	233,468.61
999	POOLED CASH/CONSOLIDATED CASH	3/2026	669,888.21
			903,356.82

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 17, 2026**

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, February 17, 2026. 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

Kaela Dunston, Deputy City Clerk, called the roll. Those present were Mayor Chris Ceretto, Councilmembers, Bruce Davis, Bruce Fitzgerald, Valerie Blackston, and David Crespin, Councilmember Michael Sanchez participated remotely.

Also present were City Administrator, Chris Cross, Deputy City Clerk, Kaela Dunston, City Attorney, Andy Ausmus, Public Works Director, Roy Vestal, Recreation Director, Doug Cook 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 Bruce Fitzgerald and seconded by David Crespin to approve the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the February 17, 2026 payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- February 3, 2026 City Council Meeting Minutes
- Second Reading of Ordinance 2026-1198 AMENDING CHAPTER 18 BUILDING REGULATIONS OF THE FORT LUPTON MUNICIPAL CODE AND ADOPTING BY REFERENCE
- AM 2026-030 Approving the Purchase of 29 Dell Pro 16 Systems for an Amount Not to Exceed \$52,059.06, Allocated from the General Fund's IT Department
- AM 2026-031 Authorize the Mayor to Execute an Agreement with Miguel Iraola to Provide Spanish Translation Services for the Fort Lupton Municipal Court

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 17, 2026**

- AM 2026-032 Approve the Engagement of Clinger Hagerman LLC to Perform an Independent Audit of the City's Year End Financial Statements for December 31, 2025 through December 31, 2029
- AM 2026-035 Approving the Purchase of a Dell Powervault Storage System for an Amount Not to Exceed \$39,683.91, Allocated from the IT Department General Fund
- AM 2026-036 Approving Resolution 2026R015 RATIFYING THE APPOINTMENT OF DEZ PACKARD AS A MEMBER OF THE FORT LUPTON URBAN RENEWAL AUTHORITY TO SERVE AS THE SCHOOL BOARD MEMBER FOR A TERM EXPIRING FEBRUARY 17, 2031
- AM 2026-038 Renew Agreement with Williams and Weiss Consulting, LLC, Ecological Resources Consultants and J&T Consulting to Provide Water Engineering Services for the City of Fort Lupton for an Amount of \$135,766 from the Utility Fund and Water Sales Tax Funds

Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2026-029 Approving a Resolution to Increase the Sewer Reg85 Fee \$.70 per month per Single Family Residential Equivalent (SFRE), Effective February 17, 2026

Mayor Ceretto opened the public hearing at 6:06 p.m.

Chris Cross, City Administrator, stated staff is proposing to increase the Reg85 fee \$.70 per month per Single Family Residential Equivalent (SFRE) which would total to \$8.40 a year. He provided Council with a breakdown of what the increase would look like for larger taps. The Reg85 fee is the only fee that will be increasing this year, there isn't a water rate or storm sewer increase.

Mayor Ceretto asked if anyone from the public wanted to speak for or against the proposal.

Eric Rickman, Fort Lupton resident and business owner asked if the Reg85 increase will affect commercial rates. Mayor Ceretto responded stating yes. Mr. Cross explained that a ¼" commercial tap will increase by \$1.40 a month.

Hearing no more questions, Mayor Ceretto closed the public hearing at 6:09 p.m.

It was moved by Claud Hanes and seconded by David Crespino to approve Resolution 2026R012 to Increase the Sewer Reg85 Fee \$.70 per month per Single Family Residential Equivalent (SFRE), Effective February 17, 2026. Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 17, 2026**

AM 2026-034 Approving a Resolution Updating the Intergovernmental Agreement Between the City of Fort Lupton and the Fort Lupton Fire Protection District Regarding the Provision of Emergency Services

Mayor Ceretto opened the public hearing at 6:10 p.m.

Chris Cross, City Administrator, provided an overview of what the intergovernmental agreement entails. The City of Fort Lupton and Fort Lupton Fire Protection District have been working on an updated Intergovernmental Agreement (IGA) to replace the current agreement that has been in effect since 2006. The main purpose of the agreement is to demonstrate and outline the continual coordination between the City and the Fire District to provide emergency services and protect the health, safety, and welfare of Fort Lupton residents in an efficient and effective manner. This updated agreement includes language regarding the Fire District's duty in providing emergency services, coordination on applicable fire codes, enforcement procedures, and development review, and provisions for the inclusion of properties into the jurisdiction of the Fire Protection District when a property is within City limits and/or annexes into the City.

Mayor Ceretto asked if anyone from the public wanted to speak for or against the proposal. Hearing none, Mayor Ceretto closed the public hearing at 6:13 p.m.

It was moved by Bruce Fitzgerald and seconded by David Crespin to Approve Resolution 2026R013 Updating the Intergovernmental Agreement Between the City of Fort Lupton and the Fort Lupton Fire Protection District Regarding the Provision of Emergency Services. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2026-033 Award of Contract to Vector Disease Control International, LLC for Integrated Mosquito Management Services for a Period of Three Years for an Amount Not to Exceed \$21,956.98 for the 2026 Season, Allocated from the Public Works Shop General Fund

Mosquito operations are a specialized service that requires training, knowledge and a methodical approach to effectively and economically balance the city's needs and environmental issues.

The VDCI program will handle all aspects of the City's program with added technology and information assistance to our residents. VDCI has provided this program for the City since 2020.

Program begins in May with larval surveillance with completion in September. Services include larval control, weekly adult insecticide applications, trap monitoring, mapping and reporting.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 17, 2026**

Comparison of previous year's 3-year agreements

Year	2024	2025	2026	2027	2028
2024	\$20,698.52	\$21,526.46	\$22,387.52		
2025		\$21,112.49	\$21,745.86	22,398.24	
2026			\$21,956.98	22,615.68	23,294.15

There was no advantage to 3-year contracting last year. This year's proposal includes a 3% increase for years 2027 and 2028.

It was moved by Valerie Blackston and seconded by Bruce Fitzgerald to Award Contract to Vector Disease Control International, LLC for Integrated Mosquito Management Services for a Period of Three Years for an Amount Not to Exceed \$21,956.98 for the 2026 Season, Allocated from the Public Works Shop General Fund. Motion passed unanimously on roll call vote.

AM 2026-037 Approving a Resolution of the Recreation Board of the City of Fort Lupton Increasing Fees at the Recreation Center Effective June 1, 2026

The Recreation Department has provided (2) Proposals for fee adjustments for daily, monthly and annual memberships as well as facility and room rental fees. Staff compared cost with Brighton and Carbon Valley. See attachment C for fee proposal comparison. Youth, Adult and Senior memberships are currently offered and will remain the same.

Proposal #1 Summary (attachment A) – Proposal is to eliminate the resident and non-resident daily drop-in fee. Because the daily drop-in fee is the same for everyone, staff will no longer need to check IDs, utility bills, or verify home addresses for those paying the daily drop-in rate. Resident and non-resident distinction will still remain for monthly and annual memberships.

Proposal #2 Summary (attachment B) – Proposal is to continue offering resident and non-resident rates for daily drop-in, monthly and annual memberships. The City utilizes property tax to subsidize the operation and maintenance of the recreation center facility. Residents help pay for the operation and maintenance upfront through property taxes, while non-residents do not, making the higher fee a buy in for the service.

Please note the following:

- Both Proposal #1 and Proposal #2 increase for monthly and annual memberships are the same.
- Both Proposal #1 and Proposal #2 facility and room rental fees are the same.
- Family and Couple membership definition has been updated on both Proposal #1 and Proposal #2.
- The Recreation Center has not increased membership fees since 2022.
- The Recreation Center facility and room rental fees have not increase since 2014.
- Either fee proposal option would take place beginning June 1, 2026.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 17, 2026**

Estimated annual financial increase based on last year's numbers:

Proposal #1: \$90,000 increase (Daily Drop-In \$67K; Monthly \$12K; Annual \$11K)

Proposal #2: \$69,000 increase (Daily Drop-In \$46K; Monthly \$12K; Annual \$11K)

It was moved by David Crespin and seconded by Michael Sanchez to approve Resolution 2026R014 of the Recreation Board of the City of Fort Lupton approving Proposal 2 to Increase Fees at the Recreation Center Effective June 1, 2026. Motion passed with 4 yes votes and 3 no votes from Councilmember Claud Hanes, David Crespin, and Bruce Davis.

INFORMATION MEMORANDUM

IM 2026-002 Prairie Dog Pros, LLC (DBA Old Town Pest Control) Will Provide Prairie Dog Mitigation Services During the 2026 Season for an Amount Not to Exceed \$16,000.00 from the Public Works Shop General Fund

Pest control operations are a specialized service that requires training, knowledge and a methodical approach to effectively and economically balance the city's needs and environmental issues.

The Prairie Dog Pros program will handle all aspects of the City's program to include fumigation services, notifications, area mapping and placard marking. The company is Fort Collins based and A+ rated with the Better Business Bureau. Many local Cities and Towns contract with them.

Priority treatment areas of concern are the Golden Pond area, Public Works shop railroad ROW lease area and railroad ROW lease area near the Community Center. Scope includes monthly follow-up in each area.

Program will continue immediately.

IM 2026-003 Grant Acceptance from The Great Outdoor Fund for the Renovation of Koshio Park for an Amount of \$200,000

The Great Outdoors Fund was established as a charitable organization dedicated to finding resources and make visible investments in recreation infrastructure through public-private partnerships for the benefit and enjoyment of all people. The Parks & Recreation Department applied to The Great Outdoor Fund in the Fall of 2025 and was approved by Occidental Petroleum (private partnership) in January 2026.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 17, 2026**

STAFF REPORTS

Doug Cook, Recreation Director, reported that Friday February 20, 2026 the recreation center will host an open house for community members to share ideas for the Parks and Trails Master Plan. He also shared that the recreation center had three different engagement opportunities beginning in December 2025 for individuals to share their ideas. He reported they received a lot of participation.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

March 4, 2026 Coffee with a Cop, Fort Lupton Recreation Center, 203 S. Harrison Ave., 8:00 a.m. - 9:00 a.m.

March 28, 2026 Easter Egg Hunt, Fort Lupton Recreation Center, 203 S. Harrison Ave., 9:00 a.m.

UPCOMING MEETINGS

February 24, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

March 3, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

March 10, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

March 17, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:29 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Chris Ceretto, Mayor

ORDINANCE NO. 2026-1199

INTRODUCED BY: MICHAEL SANCHEZ

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO AMENDING SECTION 2-7. CANCELLATION OF ELECTION, OF THE FORT LUPTON MUNICIPAL CODE

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of February, 2026.

PUBLISHED in the Fort Lupton Press the 12th day of February, 2026.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this 3rd day of March 2026.

PUBLISHED BY TITLE ONLY the 12th day of March 2026.

EFFECTIVE (after publication) the 11th day of April 2026.

CITY OF FORT LUPTON, COLORADO:

Chris Ceretto, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved to Form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor’s Appointment of Lillyanna Vigil to the Youth Advisory Committee for a Term Ending August 31, 2026.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

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

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

Staff recommends approving the proposed resolution

Attachments: a. Proposed Resolution with Exhibit A

<u>Certification of Council Approval:</u>		
Ordinance No. _____	_____ City Clerk	_____ Date
Resolution No. _____		Page 17 of 63

RESOLUTION 2026Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF LILLYANNA VIGIL TO THE YOUTH ADVISORY COMMITTEE FOR A TERM ENDING AUGUST 31, 2026.

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

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

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

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

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

WHEREAS, the City has received an application from one (1) additional candidate wishing to serve on the committee; and

WHEREAS, the application has been considered by the Mayor; and

WHEREAS, the candidate has met the requirements to serve on the committee.

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

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 3rd DAY OF MARCH, 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"

YOUTH ADVISORY COMMITTEE		
Name	Term	Position
Lillyanna Vigil	3/3/2026 – 8/31/2026	
Julie Holm		City Liaison
Valerie Blackston		Ex-Officio



SUBJECT FOR DISCUSSION

Authorize the Mayor to Execute a Collection Service Agreement with Integral Recoveries, Inc. to Provide Debt Collection Services for the Fort Lupton Municipal Court.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Fort Lupton Municipal Court originally entered into an Agreement with Integral Recoveries, Inc. for unpaid fines and fees collection services in July of 2020. The terms of the original Agreement were for one (1) year with option to extend in writing. Additionally, the Agreement could be terminated with a written 30-day notice. Neither an extension or termination were established at the end of the one (1) year.

It is the desire of the Municipal Court and Integral Recoveries, Inc. to continue debt collection services. The proposed Agreement does not change Integral Recoveries' collection fee of 25%, paid by defendants. It does refresh the Agreement for one (1) year with automatic annual renewal unless terminated in writing.

FINANCIAL CONSIDERATIONS

All fines, costs and fees are paid by the Defendant. There is no cost to the City.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

- 1) Approve and authorize the Mayor to execute the Service Agreement with Integral Recoveries.
- 2) Disapprove and request the Municipal Court to research alternative methods of debt collection.

STAFF RECOMMENDATIONS

Staff recommends authorization by the Mayor to execute the Collection Service Agreement with Integral Recoveries, Inc. to provide debt collection services for the Fort Lupton Municipal Court.

Attachments: a. Proposed Service Agreement

<u>Certification of Council Approval:</u>		
Ordinance No. _____	_____ City Clerk	_____ Date
Resolution No. _____		Page 21 of 63

COLLECTION SERVICES AGREEMENT

THIS COLLECTION SERVICES AGREEMENT (“Agreement”) made and entered into this day _____, by the Fort Lupton Municipal Court on behalf of the City of Fort Lupton (hereinafter referred to as “Client”), and Integral Recoveries, Inc. (hereinafter referred to as “Agency”)

The parties agree as follows:

1. Scope of Services. Agency will provide Client with collection services consisting of Agency’s normal collection activities, including, without limitation, correspondence and communications between Agency and the debtor as deemed appropriate by Agency and agreed to by Client. Agency will provide services as an independent contractor and not as an employee of Client. Services will commence immediately upon Client assignment of a debtor’s account (“Account”) to Agency.

2. Recovery and Agency Fee. Agency will retain and or offset twenty-five percent (25%) of all funds received on accounts placed for its services. Upon assignment, Account will specify the Judgment Amount (the amount due the court for fines, fees, costs, surcharges, and restitution). Defendants will be directed to pay the Agency directly. Client grants and conveys to Agency full authority to endorse checks, drafts, money orders, and other negotiable instruments which may be received in payment.

3. Term. Agreement shall be for one year and shall automatically renew annually upon the same terms unless terminated by either party with 30 days written notice. Upon termination by notice, the parties may agree that Agency may continue collecting on those Accounts previously assigned to Agency under the same terms as set forth in this Agreement until those Accounts are closed or are cancelled.

4. Manner of Assignment. Assignment of an Account will be effective as the date Client submits the Account to Agency. Within fifteen working days of Agency's receipt of an assignment, Agency must submit a written acknowledgment of assignment to Client. If Client does not receive the acknowledgment within that fifteen-day period, Client may withdraw that Account from Agency. After an assignment of an Account to Agency, Client will refrain from contacting the debtor for collection purposes and will refer all matters concerning collection to Agency for the duration of the period of assignment, unless Client cancels the Account as provided below.

5. Cancellation of Accounts. Accounts previously assigned to Agency for collection will be cancelled if: (a) Client withdraws an Account, by notice to Agency in writing; (b) Agency ceases collection efforts on an Account it considers not collectable; or (c) the debtor files for bankruptcy and Client directs Agency to take no further action after Agency informs Client, in writing, of the filing for bankruptcy. Under no circumstance may an account be cancelled by Client simply due to Client receiving payment directly.

6. Standards of Agency Performance. Agency agrees to maintain the following minimum standards of operation and performance during the term of this Agreement and to provide proof of compliance upon request by Client:

- a. Maintain proper licensing and bonding as required by law
- b. Adhere to the provisions of all applicable laws and regulations, including the Federal Fair Debt Collection Practices Act.

7. Audits. Client has the right to audit the accounts assigned to Agency at any time upon advance written notice with consideration to the disruption of Agency's operations.

8. Litigation. No court action will be instituted for collection of Accounts by Agency without prior written authorization from Client.

9. Progress Reports. Agency will provide Client with written reports relating to collection activities, collection totals, dates of collection, and specific accounts when requested by Client.

10. Payment Remittance. On or about the 15th day of each month, Agency shall remit to Client a statement containing a summary of the accounts listed with the Agency with the amounts collected during the prior month. Included with the monthly statement, Agency shall remit all payments made on assigned accounts to Client, less its fees including fees owed on payments made directly to Client.

11. Governing Law: This Agreement will be construed in accordance with the laws of the State of Colorado.

12. Indemnification. Agency releases the client and will fully protect, defend, indemnify, and hold harmless the client, its officers, Council, directors, employees, agents, and representatives from and against any and all losses, claims of personal injury, death, or property damage, causes of action, costs, and expenses, including attorney's fees, or liability of any nature arising out of or related to Agency's performance under this agreement.

13. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the parties and their respective successors and permitted assigns, and this Agreement will not otherwise be deemed to confer upon or give to any other person or entity any remedy, claim, cause of action or other right.

14. Notices and other Communications. Any notice or other communication given or made under this Agreement must be in writing and sent by courier mail, with return receipt, or a copy may also be sent by facsimile or other electronic means. Any notice or other communication will be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Agency:

Integral Recoveries, Inc.
Terry Boe - President
333 W. Hampden Ave., #650
Englewood, CO 80110

If to Client:

Fort Lupton Municipal Court
Jeanelle Andersen – Court Administrator
130 S. McKinley Ave
Fort Lupton, CO 80621

15. Non-Waiver: The failure of either party to insist, in any one or more instances, upon strict performance of any of the provisions of this Agreement will continue and remain in full force and effect.

16. Entire Agreement: This written Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior offers, negotiations, and other agreements of any kind. There are no representations or understandings not set forth in this Agreement.

17. Non-waiver of Colorado Governmental Immunity: Nothing herein shall be construed as a waiver by the client of any of the immunities, privileges and defenses available to it under Colorado Law.

Fort Lupton, CO

BY: _____

Chris Ceretto
Mayor
City of Fort Lupton

Date: _____

Integral Recoveries, Inc.

BY: _____

Terry Boe
President
Integral Recoveries, Inc.

Date: _____



SUBJECT FOR DISCUSSION

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

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Copper Hen, LLC plans to establish a new full-service restaurant at 737 Denver Avenue and has applied for an economic incentive through the Targeted Restaurant & Entertainment Activation Policy & Program, which provides sales tax reimbursement. The property is in the program area, and the attached application indicates the business plans to be open daily, from 7:00 am to 9:00 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 \$250,000 for the first year of operations, the estimated sales tax reimbursement is \$3,750. 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 resolution as presented, approving the agreement for an Economic Incentive via a sales tax reimbursement to The Copper Hen, LLC, under the Targeted Restaurant & Entertainment Activation Policy & Program.
- Do not approve the resolution providing incentives to The Copper Hen, 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 The Copper Hen, LLC.

Attachments:

- a. Proposed Resolution 2026RXXX
- b. Proposed Fort Lupton Sales Tax Reimbursement Agreement – The Copper Hen
- c. The Copper Hen program application

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 THE COPPER HEN, 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 The Copper Hen, LLC., plans to establish a new full-service restaurant at 737 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 The Copper Hen, 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 3rd DAY OF MARCH 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 3rd day of March, 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 The Copper Hen LLC whose address is 737 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 \$250,000 for the first year of operation, the estimated sales tax reimbursement for the first year of operation \$3,750. 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 Taxing Authority: City of Fort Lupton
 Attn: Finance Director
 130 S. McKinley Ave.
 Fort Lupton, CO 80621

If to Taxpayer: Lizeth Gomez
 The Copper Hen LLC
 16505 Good Avenue
 Fort Lupton, CO 80621
 Lizethgomez91@ymail.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 3rd day of March, 2026.

ATTEST:

CITY OF FORT LUPTON

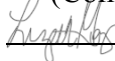
BY: _____
Maricela Peña, City Clerk

Chris Ceretto, Mayor

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

TAXPAYER: The Copper Hen LLC
(Company name)

Signature: 

Name: Lizeth Gomez

Title: Owner



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: Lizeth Gomez
Address: [REDACTED]
Phone: [REDACTED] Email: [REDACTED]

BUSINESS INFORMATION:

Business Name: The Copper Hen LLC
Site Address: 737 Denver Ave Fort Lupton CO 80621
Phone: _____ 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: Pen Properties
Address: 4910 Roselin Way Elk Grove, CA 95758
Phone: (916) 769 9091 Email: bradpen12@gmail.com

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, lunch and dinner restaurant with a
full espresso bar open Monday - Sunday
7a - 9p

Estimated total sales for the first year of operation? \$250,000

How many employees will you have? 7

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

new paint, floor, and upgrade of fixtures and
furniture

What is the estimated cost of the planned improvements? ~\$15,000

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 In Progress
Colorado Sales Tax License TO be Applied for
City of Fort Lupton Business License In Progress
Colorado Retail Food License Will Apply prior to opening
Colorado Entertainment Facility Not Applicable
Colorado & City of Fort Lupton liquor licenses (If your business will serve alcohol) will apply prior to opening.

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: Lizeth Gomez

Name (print): Lizeth Gomez

Date: 2/17/20

<p>For Office Use Only</p> <p>Received Date: _____</p> <p>If the application is not complete, state reasons why it is incomplete: _____</p> <p>Deemed Complete Date: _____</p>



SUBJECT FOR DISCUSSION

Award of Contract to Bohannon Huston, Inc. (BHI). for an Amount Not to Exceed \$69,258.50 for the Mountain Sky Basin Hydrology Project from the Public Works Engineering and the Storm Drainage Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Staff has been working with Developers in the Mountain Sky drainage Basin to improve the drainage in the area. Developments have constructed or will construct portions in association with the specific subdivisions. The Mountain Sky Basin Hydrology Project is to develop the hydrology that the developers can utilize for their specific subdivisions for a consistent design parameter.

City staff has provided initial concept hydrology and surfaces and now requires assistance completing the construction drawings.

Bohannon Huston, Inc. (BHI) will be contacted to provide final hydrology development.

FINANCIAL CONSIDERATIONS

The 2026 budget includes \$25,000.00 in the Storm Drainage Enterprise Fund Plans and Studies, and \$25,000.00 Public Works Engineering Plans and studies, and \$30,000.00 Public Works Engineering Services \$25,000.00 Public Works Engineering Plans and Studies for the project. For a Total of \$80,000.00 of available funds.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement with Bohannon Huston, Inc. (BHI)
- B. Reject agreement and solicit additional proposals

STAFF RECOMMENDATIONS

Staff recommends approving contract agreement with Kimley Horn for not to exceed \$69,258.50 for the Mountain Sky Basin Hydrology Project.

- Attachments:**
- a. PW Engineering Services Agreement – Bohannon Huston, Inc. (BHI)
 - b. Scope of services
 - c. Notice of Award

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



**Engineering Services
Public Works Agreement**

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and Bohannon Huston, Inc. (BHI) (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 included in the scope of work set forth and incorporated herein as **Exhibit A**. Consultant confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the Consultant's Scope of Work (Exhibit A). In the event of any conflict between any of these documents, this document shall control.

3. **PERIOD OF SERVICE AND SCHEDULE.** The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. Consultant's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. Consultant shall make reasonable efforts 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 encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **\$69,258.50**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City.

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

8. **COMPUTER PROGRAMS OR MODELS**
Any use, development, modification, or integration by Consultant of computer software modeling programs does not constitute ownership or a license to City to use or modify such computer software modeling programs.

9. **ELECTRONIC MEDIA AND DATA TRANSMISSIONS**
A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for City information and convenience only. Such media or transmissions are not to be considered part of Consultant's instruments of service. Consultant, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. Consultant shall not be liable for loss or damage directly or indirectly, arising out of City's use of electronic media or data transmissions.

10. **DOCUMENTS.** All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by City or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by City or others without written verification, adaptation, and permission by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

In the event that Consultant is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, City represents that City either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Consultant will use professional judgement and analysis related to any documents produce by others for the City, for which Consultant shall rely on to perform and complete its services.

11. **ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS**

Estimates, schedules, forecasts, and projections prepared by Consultant relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Consultant's experience, qualifications, and judgment as a professional. Since Consultant has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Consultant does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Consultant.

12. **ON-SITE SERVICES**

A. Project site visits by Consultant during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make Consultant responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. City shall disclose to Consultant the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by Consultant's employees or subcontractors. If any hazardous wastes not identified by City are discovered after a Project is undertaken, City and Consultant agree that the scope of services, schedule, and compensation may be adjusted accordingly. City agrees to release Consultant from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site

13. **TERMINATION.** Services may be terminated by City or Consultant by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay Consultant all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **INDEMNIFICATION BY CONSULTANT.** Consultant shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property

arising out of the activities of Consultant or its subconsultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees. To the extent allowed by law, City will require all construction contractors to indemnify, defend, and hold harmless City and Consultant from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

21. **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 20th DAY OF **March, 2026.**

CITY OF FORT LUPTON, COLORADO

BY: **Chris Ceretto**

TITLE: **Mayor**

Bohannon Huston, Inc. (BHI)



BY: **Alandren Etlantus**

TITLE: **Senior Vice President**

February 12, 2026

David Rausch
City Engineer
City of Fort Lupton
Sent Via Email: DRausch@Fortluptonco.gov

Re: Proposal for Basin Hydrology Report
City of Fort Lupton On-Call Engineering Services (FTL2025-002)

Mr. Rausch,

Bohannon Huston, Inc. (BHI) is pleased to submit this revised proposal for the Basin Hydrology Report under the City of Fort Lupton On-Call Engineering Services agreement (FTL2025-002). This proposal is based on our current understanding of the project scope, based on prior discussions with the City of Fort Lupton. BHI will provide services as described in the attached scope of work, Exhibit A.

This work will be completed for a lump sum amount of \$69,258.50. Our detailed fee estimate is attached as Exhibit B. The fee is based on the hourly rates contained within our standard fee schedule. Additional staff with labor classifications that are included in the standard fee schedule that may not be included in this fee proposal may be called upon to work on the project. Project costs and progress effort will accrue in the project at the standard fee schedule rates in effect at the time and by the staff performing the work.

If this proposal is acceptable, please provide a contract for this work. If you have any questions, please do not hesitate to contact me at (505) 823-1000.

Sincerely,

Alandren Etlantus, P.E., CFM
Senior Vice President
Water Resources

AE/ab
Enclosures

cc: Jared Lee, BHI (w/encls.)
Rifka Wine, BHI (w/encls.)

BHI strives to meet accessibility requirements in our work products to comply with federal, state, and local regulations and as a matter of best practice. If you encounter accessibility barriers with our work, please contact us directly so we can make appropriate accommodations: accessibility@bhinc.com.

PROJECT INFORMATION

PROJECT NAME: Basin Hydrology Report

OWNER: City of Fort Lupton

PROJECT LOCATION: Highway 52 and CR 29.5

PROJECT BUDGET: \$69,258.50

CONSULTANT (PRIME): Bohannon Huston, Inc. (BHI)

CONSULTANT PROJECT MANAGER: Rifka Wine

SUBCONSULTANTS: None

INCLUDED SCOPES:

- Project Management
- Supporting Information and Background Data
- Field Conditions Inventory
- Hydrology
- Hydraulics
- Geomorphology
- Vegetation¹
- Community Values²
- Problems, Alternatives, and Proposed Actions
- Conceptual Design³

¹ Vegetation guidance documents still to be completed.

² Community Values guidance documents still to be completed.

³ Conceptual design was previously included in planning efforts, but is no longer included as a standard work element. Conceptual design is not included in the template scope of work. Conceptual design is considered an enhancement to the planning process for studies that may require additional detail to determine feasibility of alternatives and/or to advance projects towards implementation.

Introduction and Background

This scope of work for the City of Fort Lupton (City) is to produce a Basin Hydrology Report for the basin shown in **Figure 1** in accordance with the City of Fort Lupton Storm Drainage Design and Technical Criteria. This scope includes field conditions inventory and baseline hydrology for the basin shown in **Figure 1**. Topographic mapping is not included in the scope of this project, as there has been no significant channel migration in recent history. Instead, the project will utilize 2014 LiDAR data provided by the City.

This Project focuses on the basin to the southeast of the City. This Project excludes hydraulics, problems, alternatives and proposed actions. The City will share any previous studies that relate to the specific basin as well as a Storm Drainage Utility Plan adopted in 2015.

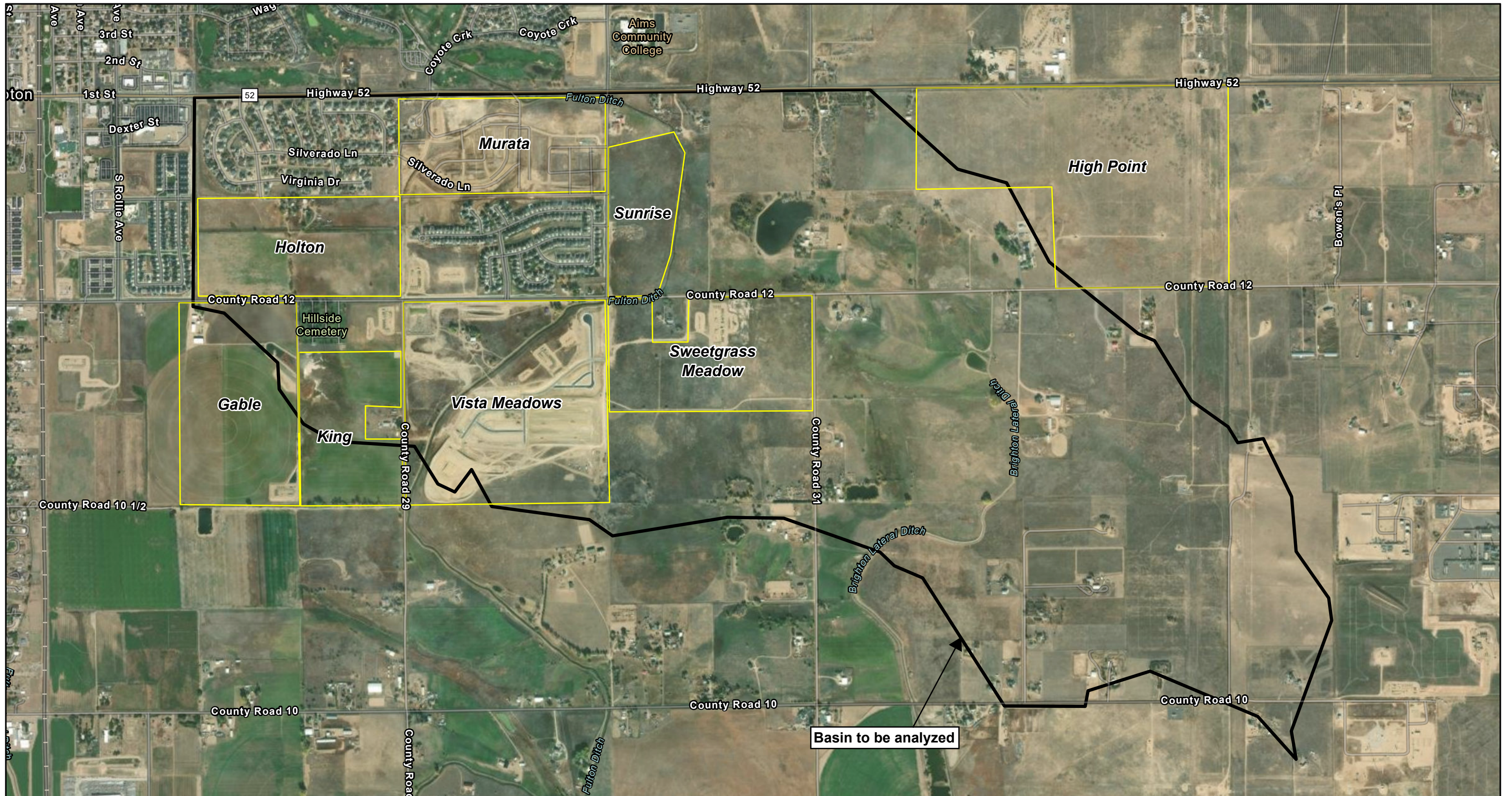
See **Figure 1** for a map of the study area.

Project Goals and Objectives



Develop the baseline hydrology model and associated GIS data for the basin that will establish existing and future conditions runoff values.

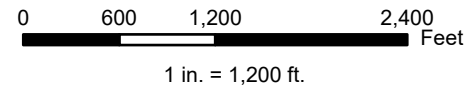
Schedule

Task Mode	Task Name	Duration	Start	Finish	Predecessors
	Fort Lupton Basin Stormwater Master Plan	80 days	Mon 3/2/26	Fri 6/19/26	
	NTP	0 days	Mon 3/2/26	Mon 3/2/26	
	01 - PROJECT MANAGEMENT	16 wks	Mon 3/2/26	Fri 6/19/26	2
	02 - SUPPORTING INFORMATION AND BACKGROUND DATA	4 wks	Mon 3/2/26	Fri 3/27/26	2
	03 - FIELD CONDITIONS INVENTORY	1 wk	Mon 3/30/26	Fri 4/3/26	4
	04 - HYDROLOGIC ANALYSIS AND REPORT	12 wks	Mon 3/30/26	Fri 6/19/26	4



Basin to be analyzed

-  Drainage Basin
-  Proposed Development



**Basin Hydrology
Report Map**

Figure 1

Fort Lupton
COLORADO

Bohannon & Huston
www.bhinc.com 800.877.5332

01 PROJECT MANAGEMENT

Description of Task

Manage, direct, and coordinate all work and tasks associated with delivering the scoped planning study. This work consists of project communication, meetings, stakeholder coordination, and overall project management.

Key Work Tasks, Actions, and Responsibilities

Project Management

Management and Communication: Project manager will coordinate with City and project staff to assure that the project meets schedule, budget, and quality control constraints. Coordination will include phone calls, video conference calls, and emails as needed to convey or communicate necessary information to affected parties.

Project Invoicing and Reporting: BHI will prepare and submit monthly progress reports to accompany invoices to the City. A written summary of progress presented as percent complete for specific work tasks will be included with all invoices.

Coordination and Meetings

BHI will attend and/or lead the following meetings during the project duration:

Project Progress Meetings. BHI will participate in up to four (4) project progress meetings. Meetings are anticipated at the beginning of the project and every month for the duration of the project (assumed to be 4 months). BHI will prepare and distribute meeting minutes and will include the minutes in an appendix of the Basin Hydrology Report.

Deliverables

1. Regular Project Progress Reports.
2. Meeting Minutes for progress meetings (included in Supporting Information and Background Data).
3. Project website inputs.

Assumptions and Exclusions

1. Project Website is not included.
2. Public Meetings are not included.
3. Stakeholder and Agency Coordination are not included.

02 SUPPORTING INFORMATION AND BACKGROUND DATA

Description of Task

Provide a summary of the planning study's origination, purpose, overall goals and objectives, and the planning process, including a summary of decisions or actions taken by the City.

Key Work Tasks, Actions, and Responsibilities

Data Collection

BHI shall work with the City to identify available GIS data, development plans, reports, right-of-way (ROW) limitations and potential hazards due to flooding, and other references necessary for completing the planning study. BHI shall compile data and note any concerns or data gaps that may impact BHI's ability to perform a thorough assessment. Reference data to be collected at the start of the project shall include, but is not limited to, LiDAR topography/digital elevation model (DEM), existing FEMA or local floodplain boundaries, basin boundaries, development plans, historic aerial photography, geologic mapping, historic land use, and historic flood impacts.

Deliverables

1. Data Collection sections of Basin Hydrology Report.

Assumptions and Exclusions

1. BHI will review plans and reports related to the following developments in the basin (See Figure 1):
 - a. Holton
 - b. Murata
 - c. Sunrise
 - d. High Point
 - e. Gable
 - f. King
 - g. Vista Meadows
 - h. Sweetgrass Meadows

03 FIELD CONDITIONS INVENTORY

Description of Task

The purpose of this effort and the associated sections of the Basin Hydrology Report is to provide a field inventory assessment capturing stream and facility conditions and maintenance needs within the project study area's public ROW.

Key Work Tasks, Actions, and Responsibilities

Field Reconnaissance

Field Conditions Assessment: BHI will conduct a field inventory of existing drainage crossings within the public ROW utilizing cell phone-based GPS, including photographing and recording conditions observed in the field.

Deliverables

1. Field Reconnaissance sections of Basin Hydrology Report.

Assumptions and Exclusions

1. No survey data will be collected.
2. No environmental assessment will be conducted.
3. No fluvial hazard evaluation will be performed.

04 HYDROLOGIC ANALYSIS

Description of Task

To review and/or update the hydrologic analyses of a basin that serve as the basis of understanding a basin's response to rainfall; these analyses provide estimates of peak flows and runoff volumes for a variety of events in the basin and study area. Updated hydrologic evaluations should take place in response to physical changes within the basin, availability of improved datasets, or modifications to approved methodologies. Peak flows and volumes for the existing and future land-use basin conditions with existing drainage infrastructure shall be evaluated for reasonableness. Hydrologic calculations for the existing and future land-use basin conditions, without any consideration for potential master-planned facilities, shall be compiled and well organized for the "baseline" hydrology. This information shall be incorporated into the Basin Hydrology Report.

Key Work Tasks, Actions, and Responsibilities

Model Development

Subbasin Boundaries: Define the Basin and subbasin boundaries. Individual subbasins within the Basin shall be limited to 130 acres. Basin boundaries shall be submitted to the City for review and approval prior to beginning development of Colorado Urban Hydrograph Procedure (CUHP) parameters and the EPA Storm Water Management Model (SWMM) routing model.

Runoff Hydrographs: Upon determination of basin and subbasin boundaries, hydrologic modeling shall be performed to determine: a) runoff hydrographs for each individual subbasin using the latest version of the MHFD CUHP software; and b) runoff hydrograph at each hydrologic point, defined by BHI, by routing and combining individual hydrographs using the latest version of the EPA SWMM software. No modifications to the software code of the two models shall be made by BHI and any such modifications shall be basis for rejection of BHI's hydrology.

Potential effects of existing publicly owned and maintained detention facilities, including water quality detention, shall be clearly identified for existing and future conditions, as defined below. Effects of detention on hydrology shall be in conformance with FEMA guidelines and Colorado Water Conservation Board (CWCB) *Rules and Regulations for the Designation and Approval of Floodplains and of Storm or Floodwater Runoff Channels in Colorado* (hereinafter called *CWCB Rules and Regulations*). This hydrologic information shall be compiled for the 2-, 5-, 10-, 25-, 50-, and 100-year return period storms for the following scenarios:

- a) **Existing Conditions (base level evaluation):** Based on the current condition of the basin including topography, infrastructure, percent impervious, soils, and any other related basin characteristics.
- b) **Future “fully-developed land-use” Basin Conditions (base level evaluation):** Based on projected future basin conditions, taking into consideration proposed/planned development as determined by existing zoning and land use development plans provided by the City.

Model Calibration and Reconciliation with Previous Studies and Regulatory Flow Rates:

Wherever there exists a 100-year floodplain, designated by either CWCB or FEMA, the reason for differences between the hydrology of such floodplain(s) and the hydrology being developed under this Agreement shall be described in writing to the extent necessary.

Areas of Concern

Develop a comparison of peak flows from existing (present) conditions vs. future conditions and identify where runoff peak flows have significant change. Further evaluate areas of concern regarding changes in base flow, volume, and attenuation.

GIS Data

For all completed hydrologic analyses, GIS data developed to support the analysis will be provided in a geodatabase. Subbasin boundaries will be provided as a shapefile.

Deliverables

1. Basin Hydrology Report.
2. Hydrologic Models (CUHP, SWMM).
3. GIS Files (Geodatabase and Shapefile).

**EXHIBIT B
FEE ESTIMATE FOR BASIN HYDROLOGY REPORT**

Task No.	Task	Consultant Responsible	\$ 273.00	\$ 248.00	\$ 213.00	\$ 168.00	\$ 133.00	\$ 123.00	Other Groups/Direct Costs			Total Cost	
			Engineer 7	Engineer 6	Engineer 5	Engineer 3	GIS Tech	Administrative Professional	Labor Total	Direct	Survey/SPD		
01 — PROJECT MANAGEMENT													
1.1	Project Management and Communication	BHI	6	24				2		32		\$ 7,836.00	
1.2	Monthly Invoice	BHI		3						3		\$ 744.00	
1.3	Progress Meetings (4)	BHI			4	4				8		\$ 1,524.00	
	TOTAL TASK 1		6	27	4	4	0	2		43		\$ 10,104.00	
02 — SUPPORTING INFORMATION AND BACKGROUND DATA													
2.1	Project Kickoff and Work Plan	BHI	1	2	4	2		2		11		\$ 2,203.00	
2.2	Develop Project Goals, Strategies, Objectives, & Standards	BHI	1	1	2	4		1		9		\$ 1,742.00	
2.3	Data Collection	BHI	1	1	2	4	16			24		\$ 3,747.00	
	TOTAL TASK 2		3	4	8	10	16	3		44		\$ 7,692.00	
03 — FIELD CONDITIONS INVENTORY													
3.1	Field Reconnaissance	BHI	1	10	1	10	2			24	\$ 59.50	\$ 4,971.50	
3.2	GIS Data	BHI	1	1	1	4	8			15		\$ 2,470.00	
	TOTAL TASK 3		2	11	2	14	10	0		39		\$ 7,441.50	
04 — HYDROLOGIC ANALYSIS													
4.1	Model Development	BHI	2	10	20	80	20			132		\$ 23,386.00	
4.2	Areas of Concern	BHI	1	1	2	8	4			16		\$ 2,823.00	
4.3	Hydrology Report	BHI	2	4	10	40	10	4		70		\$ 12,210.00	
4.4	Addressing County Comments on Report	BHI		1	2	10	4	2		19		\$ 3,132.00	
4.5	GIS Data	BHI	1	1	1	4	8			15		\$ 2,470.00	
	TOTAL TASK 4		6	17	35	142	46	6		252		\$ 44,021.00	
PROJECT TOTAL TASKS 1-4			17	59	49	170	72	11		378	\$ 59.50	\$ -	\$ 69,258.50



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Bohannan Huston
10303 E Dry Creek Rd Suite 250
Englewood, CO 80112
Attention: Rifka Wine, P.E.

Date: **March 3, 2026**

Subject: City of Fort Lupton, Colorado
Mountain Sky Basin Hydrology 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 Request for Proposal dated **February 13, 2026**, and the Instructions to Proposers.

You are hereby notified that your Proposal has been accepted for the work in the amount or amounts shown on your Proposal. PROJECT ESTIMATED FEE TOTAL \$69,258.50

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 _____, 2025

Bohannan Huston, Inc. (BHI).

By: _____

Title: _____

Telephone: _____



SUBJECT FOR DISCUSSION

Accepting a Proposal from Yoder Chevrolet for the Purchase of a 2025 Silverado 1500 Crew Cab Utility Truck for the Amount of \$50,355.86, Allocated from the Facilities Capital Improvements Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This truck will have several uses including:

- Transportation of workers and tools to and from job site
- Seasonal use for plowing snow
- Provide a vehicle for all Facilities staff

FINANCIAL CONSIDERATIONS

Staff budgeted \$55,000.000 to purchase the utility truck from Facilities Capital Improvements (100-3300-575000)

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

To submit the truck to a bid process for purchase.

STAFF RECOMMENDATIONS

Staff recommends to approve the quote from Yoder Chevrolet with the price of \$50,355.86. This price came from GM bid assist which guarantees the lowest government pricing.

Attachments:

- a. Yoder Chevrolet Sales Quote / GM Bid Assistance
- b. Chevrolet Truck Warranty

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Salesperson: Brian Alton Deal #: 500368 Date: 02/09/2026

BUYERS NAME(S): CITY OF FORT LUPTON CELL PHONE: _____
ADDRESS: _____ CITY, STATE, COUNTY, ZIP: GREELEY, CO WORK PHONE: _____

MOTOR VEHICLE INFORMATION EMAIL ADDRESS: _aelfter@ftluptonco.gov
YEAR: 2025 MAKE: CHEVROL MODEL: SILVERADO 1500 VIN: 3GCPKAEK5SG320809 MILES: 38 COLOR: SUMMIT W STOCK #: F0287

TRADE INFORMATION:
YEAR: _____ MAKE: _____ MODEL: _____ VIN: _____ MILES: _____ COLOR: _____ STOCK #: _____
PAYOFF TO: _____ ADDRESS: _____ PHONE: _____ PAYOFF AMOUNT: _____ GOOD UNTIL: _____

TRADE 2 INFORMATION:
YEAR: _____ MAKE: _____ MODEL: _____ VIN: _____ MILES: _____ COLOR: _____ STOCK #: _____
PAYOFF TO: _____ ADDRESS: _____ PHONE: _____ PAYOFF AMOUNT: _____ GOOD UNTIL: _____

MSRP:	52,980.00	EMAIL ADDRESS:	<u>_aelfter@ftluptonco.gov</u>
Accessories	N/A	REMARKS: Spray bed Liner / Weather Guard PackRat / Tonneau hard bed cover/ Rigid 50in light bar Parts and Installation factored into price // GM Rebates are listed in the REBATE section and is factored into final price ~ \$3400 ALL VEHICLES SOLD "AS IS" OR "WITH ALL FAULTS" UNLESS A SEPARATE AGREEMENT IS FURNISHED. CAUTION: THIS AGREEMENT CONSISTS OF TWO PAGES. SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITION. BUYER(S) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. BUYERS SIGNATURE: _____ CO-BUYERS SIGNATURE: _____ ACCEPTED BY DEALER: _____	
Title Fee/Temp Tag/Vitu Fee/Vitu Fee	122.00		
1. LIST PRICE: Car & Accessories	53,102.00		
2. LESS TRADE-IN ALLOWANCE: (Including discount from list price.)	N/A		
3. SUBTOTAL OR CASH PRICE:	53,102.00		
4. DELIVERY & HANDLING:*	599.00		
5. TAXABLE SALE PRICE:	53,701.00		
6. CITY 3% SALES TAX:	N/A		
STATE 2.9% SALES TAX:	N/A		
COUNTY .8% SALES TAX:	N/A		
RTD 0.00% TAX:	N/A		
LUXURY 0.00% TAX:	N/A		
7. BALANCE OWED ON TRADE(S):	N/A		
8. TOTAL:	53,701.00		
9. REBATES:	3,400.00		
CODE/DESCRIPTION:			
Title Fee:	47.20		
Temp Tag Fee:	7.66		
10. CASH DOWN:	\$ N/A		
11. EXTENDED SERVICE CONTRACT:	N/A		
12. BALANCE DUE ON CASH SALE:	50,355.86		

*THIS CHARGE REPRESENTS COST AND ADDITIONAL PROFIT TO SELLER FOR ITEMS SUCH AS INSPECTION, CLEANING AND ADJUSTING NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE.

DATE: 02/09/2026
DATE: N/A
DATE: 02/09/2026

SCELZI LIMITED WARRANTY

What is covered under the Warranty?

- All Scelzi installed Signature Series Body ~ 3 Year Warranty or 36,000 miles
- Scelzi installed Crown Series Body ~ 3 Year Warranty or 36,000 miles
- All Scelzi installed Flatbed, Western Flatbed, Contractor Bodies, Chipper Bodies, Landscaper Body, Dump Bodies, and Water Trucks ~ 1 Year Warranty or 12,000 miles
- All Scelzi installed Flatbeds and Contractor Bodies with Aluminum Flooring ~ 2 Year Warranty or 24,000 miles

Scelzi Enterprises, Inc., ("Scelzi") upon installation, warrants each product to be free from defects in material, workmanship and rust-through or corrosion from the date of purchase. Scelzi warrants its factory applied topcoat against material defects for a three (3) year or 36,000 mile period, two (2) year or 24,000 miles or one (1) year or 12,000 miles (depending on the body type referred to above) whichever occurs first. The limited warranty period begins on the date of purchase by the original end user purchaser or six months from the date the product was shipped from Scelzi Enterprises Inc, whichever comes first, and ends at the conclusion of the applicable limited warranty period.

This Warranty applies only when the Product is properly installed by Scelzi or by an authorized Scelzi installer, properly maintained and used for the purpose for which it was designed.

Who benefits from the Warranty?

Scelzi's obligation under this Warranty automatically applies to the original purchaser of the Product. Owners must register the product with Scelzi for the warranty coverage to be valid. This warranty does not extend to or include dealer trade transactions.

How is a warranty claim handled?

The purchaser shall immediately notify Scelzi Enterprises, Inc. of any claim under this Warranty by calling the warranty department at 800-858-2883. The purchaser must have the following information available: date of purchase, product model, serial numbers and chassis vehicle identification number. The purchaser must provide a detailed description of the alleged defect including photographs of the specific defect and pictures of the complete unit. All repairs must be authorized in writing by Scelzi prior to any work being performed. If the purchaser initiates any work without such written authorization, this Warranty shall be void and of no force and effect. THERE ARE NO EXCEPTIONS TO THIS PROVISION!

If, after inspection, Scelzi determines the Product is defective in material or workmanship as claimed, Scelzi shall have the option to repair the defect and/or to replace the Product, at Scelzi's sole and absolute discretion. Labor required to repair defective material or workmanship will be covered for the period specified above depending on the body type purchased (excludes wood material). Scelzi shall not be liable for additional costs to the purchase, including, but not limited to, any labor cost for installation, removal, or reinstallation of any defective Product to or from the

vehicle, for any transportation cost, and/or for any rental reimbursement, loss of vehicle use, inconvenience, storage, or lost time/pay.

Purchaser shall prepay all freight charges for returning the Product to Scelzi, or any other location designated by Scelzi, and for receiving the returned product. All warranties are VOID if any repair, replacement or body swap is not completed pursuant to this Warranty by Scelzi or Scelzi authorized installers Any Warranty work shall be F.O.B. Scelzi or Scelzi authorized installers.

What are the exclusions to the warranty?

This warranty shall not apply to:

1. Accessories or services not furnished by Scelzi or damage/corrosion caused by such accessories or services, including but not limited to, optional parts, aftermarket products, components, installation, finish painting, lettering, wiring or modifications.
2. Damage or corrosion, including surface rust, due to normal wear and tear such as stone chips, chemical treatments, and exposure due to airborne contaminants/pollutants.
3. Damage due to accident, misuse, abuse, or alteration.
4. Damage caused by aftermarket spray on bedliner installation.
5. Product(s) purchased and used outside the USA and Canada.
6. Product(s) not properly maintained per maintenance instructions.
7. Labor for wood floors and wood side racks that are found defective within the first year.
8. All add-on attachments not manufactured by Scelzi and all modifications and alterations not performed by Scelzi.
9. Accessory products that are included in a customer order but not manufactured by Scelzi (i.e., cranes, aerial lifts, lift gates, generators, etc.) are covered by an accessory product manufacturer's warranty in effect at the time of delivery and are subject to the terms of such Manufacturer's Warranty. Purchaser is advised that such Warranty may only cover product and not labor. In some cases, Scelzi will not undertake the warranty until the Manufacture has determined if the item is under Manufacturer's warranty. Scelzi will only honor Manufacturer's warranty.
10. Paint or decals required following repairs or replacement of parts under warranty after one year from the date the warranty period begins.
11. Products which have been misused, abused, or damaged, including but not limited to, accidents.
12. Fatigue cracking of the body structure caused by overloading, severe off-road applications, twisting loads induced by cranes or aerial devices or similar events.
13. Specific non-rust through and paint warranty exclusions:
 - a) Products which have been used to carry corrosive materials result in rust-through conditions.
 - b) Products purchased by the first owner/user in prime paint.
 - c) Products being warranted under the no rust-through warranty must have a hole rusted through the metal.

- d) Rust on painted surfaces is not considered rust-through.
- e) Paint deterioration caused by chemical reactions including, but not limited to acid rain, industrial fallout or improper cleaning materials.

14. Products not properly maintained per the Operator's Manual.
15. No alignments after body installation.
16. Under NO CIRCUMSTANCES, whether in contract, tort, or otherwise, shall Scelzi Enterprises, Inc. or its Affiliates' and Subsidiaries' or their Respective Directors', Officers', Employees' or Agents' (HEREINAFTER COLLECTIVELY "SCELZI") total liability arising in connection with the sale exceed the amount of any sales or other proceeds received by Scelzi pursuant to any contract of sale or purchase orders.
17. Under NO CIRCUMSTANCES, whether in contract, tort, or otherwise shall Scelzi be liable for liquidated, special, indirect, incidental, exemplary, or consequential damage, expenses, or costs, including without limitation, lost profits, howsoever caused and even if the potential of such damage was disclosed and/or known.
18. Scelzi hereby disclaims and excludes and other express, implied, or statutory warranties, arising by operation of law or otherwise, including without limitation, any warranties or merchantability and fitness for a particular purpose.

ONBOARD MODULE PROGRAMMING

Scelzi Enterprises is not responsible for any cost that may be accrued due to onboard modules that must be flashed or programmed, by the dealership, due to the installation of a Scelzi body. This includes but is not limited to erratic taillight operation, backup camera programming, and any other factory programs that must be added or removed for proper operation with a Scelzi body.

DISCLAIMERS

Scelzi warrants its Products only as stated in this Warranty. Scelzi makes no other warranties, express or implied, and disclaims all other warranties, including any implied warranty of merchantability or fitness for any particular purpose.

Scelzi's obligations are limited to those expressed in this Warranty, and Scelzi shall not be liable to the purchaser or any third party for any direct or indirect, incidental or consequential damage or loss.

If any Product is improperly installed, altered, misused, damaged, or otherwise tampered with, the foregoing Warranty shall be void and of no force or effect.

This Warranty shall be enforced and construed in accordance with the laws of California. No person is authorized to modify or add to the foregoing Warranty.

"APITONG" WOOD MAINTENANCE

To prevent surface checking, cupping, and discoloration, we recommend Apitong products be maintained on a regular basis. In dry and sunny conditions, it is recommended to apply a fresh coat of shingle oil to all Apitong wood products once a month or as needed for your geographical location.

Form SL-200 (Rev 4/2025)



SUBJECT FOR DISCUSSION

City Recommendation to CDOT Regarding Highway 52 and College Avenue Intersection Control.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CDOT has asked for public input regarding the possibility of Highway 52/College Avenue intersection control via a roundabout. The Intersection Control Assessment Tool (ICAT) scoring for a traffic signal and roundabout scoring is resulting in a very close preference between the two.

A public meeting was held on January 28, 2026 to explain the process and roundabout functions for traffic control. Both options have pros and cons associated with the type of intersection control. Roundabouts are safer, less future maintenance and no power consumption. A traffic signal intersection provides a familiar intersection control method with a smaller footprint.

The current ICAT scoring evaluates the traffic signal at 6.6 and the roundabout as 7.1. Estimated cost of the traffic signal is \$1M to \$1.2M and the roundabout estimated cost is \$2M to \$2.5M.

Public input from the meeting and subsequent Engage website indicate a 50% majority preference for the traffic signal option.

FINANCIAL CONSIDERATIONS

The City is responsible for initial construction of the intersection with CDOT maintenance responsibility.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Recommendation by City Council for a traffic signal intersection
- B. Recommendation by City Council for a roundabout intersection.
- C. Provide no formal recommendation by City Council.

STAFF RECOMMENDATIONS

Staff recommends providing CDOT with a City preferred recommendation of a traffic signal intersection at Highway 52 and College Avenue.

Attachments: a. Public Input via City Engage website.

<u>Certification of Council Approval:</u>		
Ordinance No. _____	_____ City Clerk	_____ Date
Resolution No. _____		Page 55 of 63

Engage Fort Lupton

Quick Poll Results Overview

Jan 28, 2026 - Feb 13, 2026

Project: Highway 52 / College Avenue Intersection

Quick Poll: What is your preference?

Tool Type: Quick Poll

Activity ID: 11

Exported: Feb 13, 2026, 06:54 AM

Exported By: RVestal

<https://engage.fortluptonco.gov/highway-52-college-avenue-intersection>

Engage Fort Lupton

Report Type: Quick Poll Results Summary

Date Range: 28-01-2026 - 13-02-2026

Exported: 13-02-2026 06:54:20

Closed

What is your preference?
Highway 52 / College Avenue Intersection

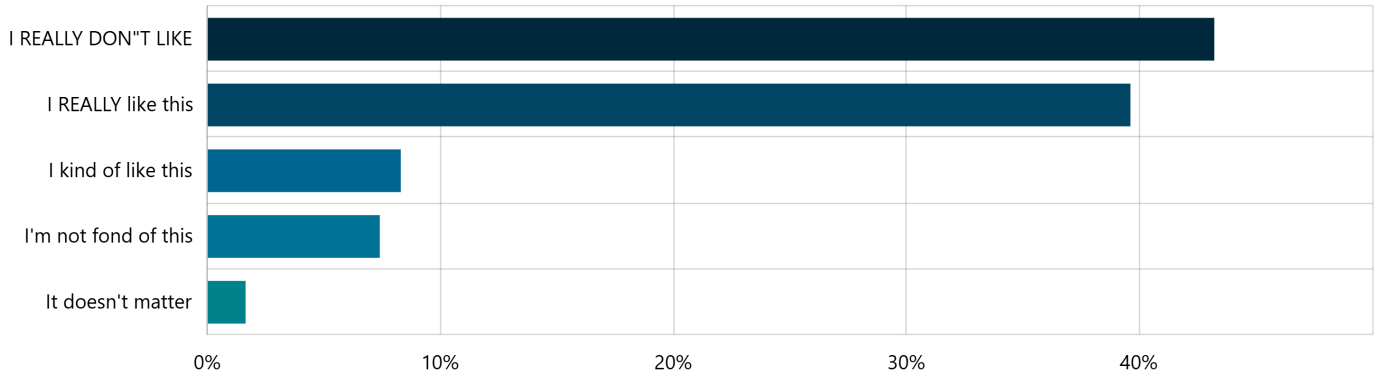
374
Contributors

556
Contributions

Contribution Summary

Voting Results

Summary of the poll results.



Option	Percent	Count
I REALLY DON'T LIKE	43.17%	240
I REALLY like this	39.57%	220
I kind of like this	8.27%	46
I'm not fond of this	7.37%	41
It doesn't matter	1.62%	9

Closed

What is your preference?
Highway 52 / College Avenue Intersection

374 Contributors | 556 Contributions

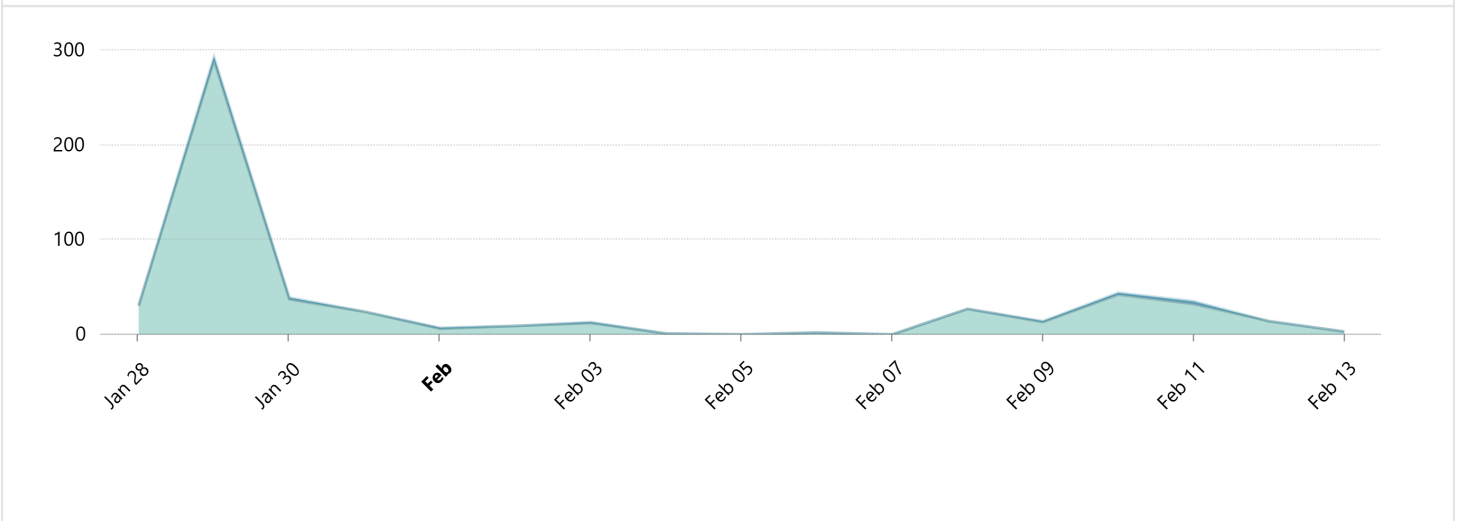
Key Statistics

Information regarding the split of contributors and contributions between Members and non-Members.



Contribution Activity

Information regarding the contribution activity of Member and anonymous contributors over time.

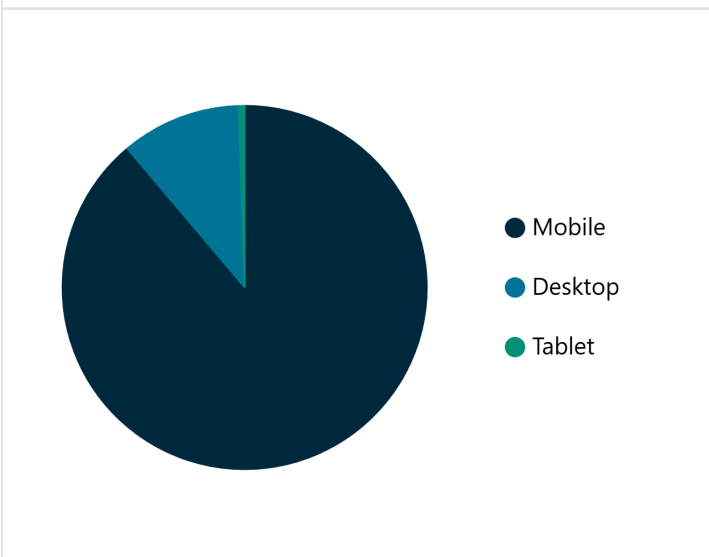


Technology

Information relating to the types of technology used by your participants in the engagement activity.

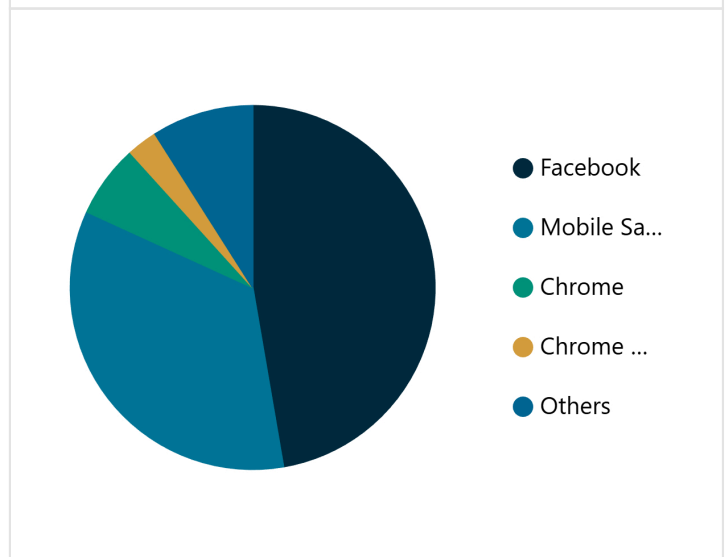
Device type

Information showing what devices were used by participants in the engagement activity.



Browsers

Information showing what web browsers versions were used by participants in the engagement activity.

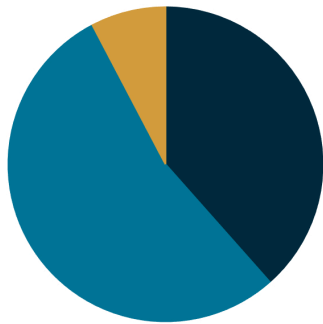


Member Demographics

Information regarding the demographic characteristics of the Members who have participated in your engagement activities.

Member Gender

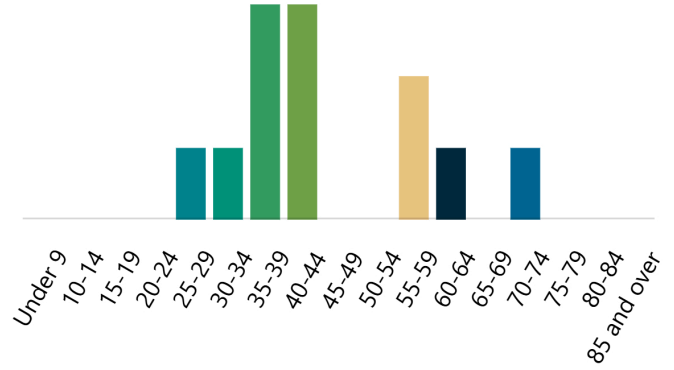
Data showing the gender breakdown of Members who have participated in your engagement activities. This graph shows any potential gender bias you may have in your results.



- Male
- Female
- Non-binary
- Prefer not to say

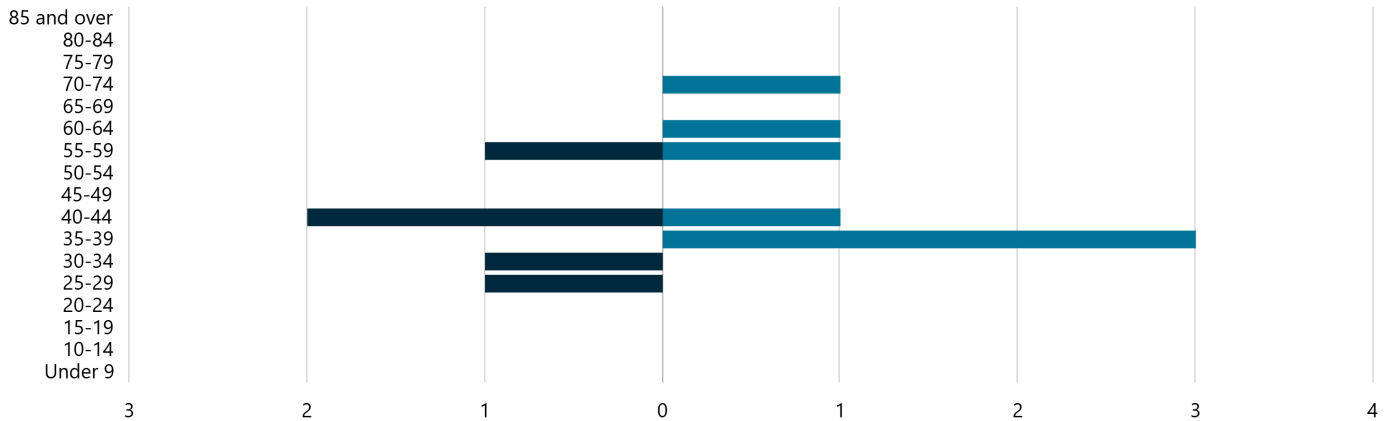
Member Age

Data showing the age distribution of Members who have participated in your engagement activities. This graph shows any potential age bias you may have in your results.



Member Gender by Age

Data showing the age and gender of Members who have participated in your engagement activities. This graph shows any potential gender or age bias you may have in your results.



Engage Fort Lupton

Quick Poll Results Overview

Jan 28, 2026 - Feb 13, 2026

Project: Highway 52 / College Avenue Intersection

Quick Poll: Roundabout or Traffic Signal?

Tool Type: Quick Poll

Activity ID: 12

Exported: Feb 13, 2026, 06:53 AM

Exported By: RVestal

Engage Fort Lupton

Report Type: Quick Poll Results Summary

Date Range: 28-01-2026 - 13-02-2026

Exported: 13-02-2026 06:53:56

Closed

Roundabout or Traffic Signal?
Highway 52 / College Avenue Intersection

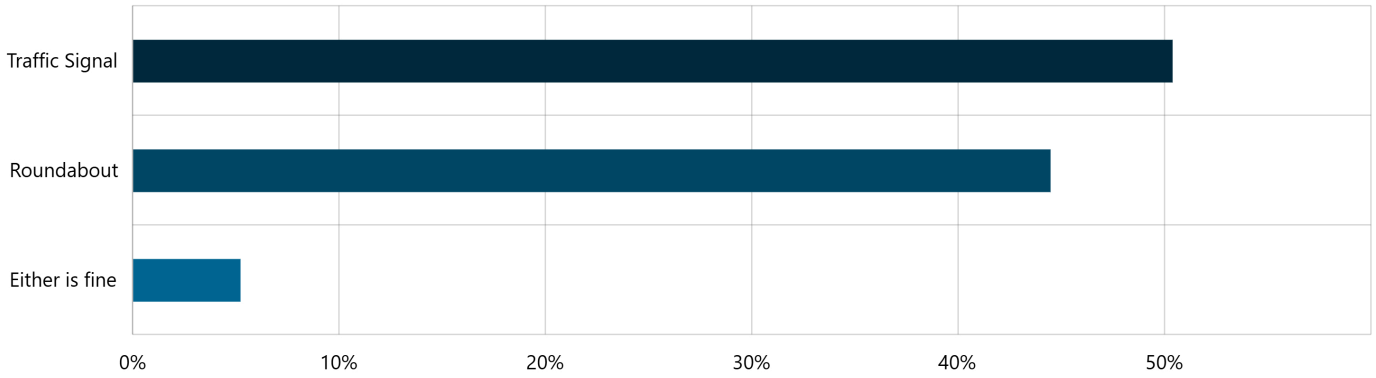
374
Contributors

558
Contributions

Contribution Summary

Voting Results

Summary of the poll results.



Option	Percent	Count
Traffic Signal	50.36%	281
Roundabout	44.44%	248
Either is fine	5.2%	29

Closed

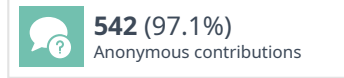
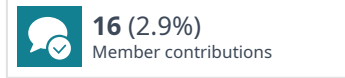
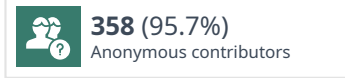
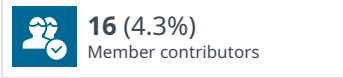
Roundabout or Traffic Signal?
Highway 52 / College Avenue Intersection

374
Contributors

558
Contributions

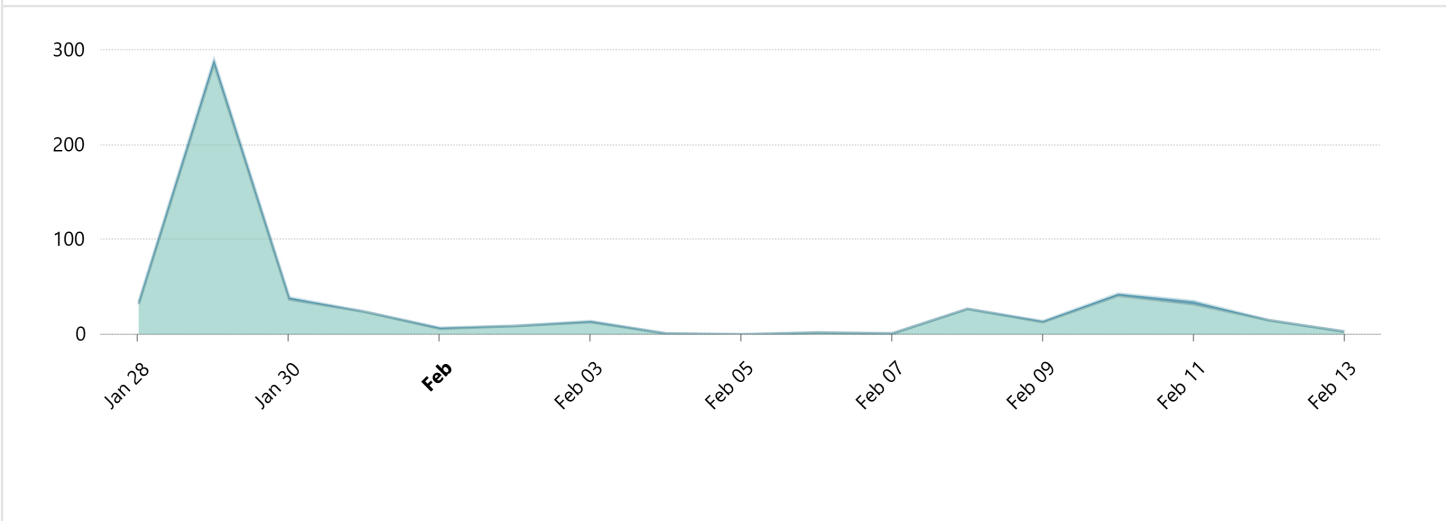
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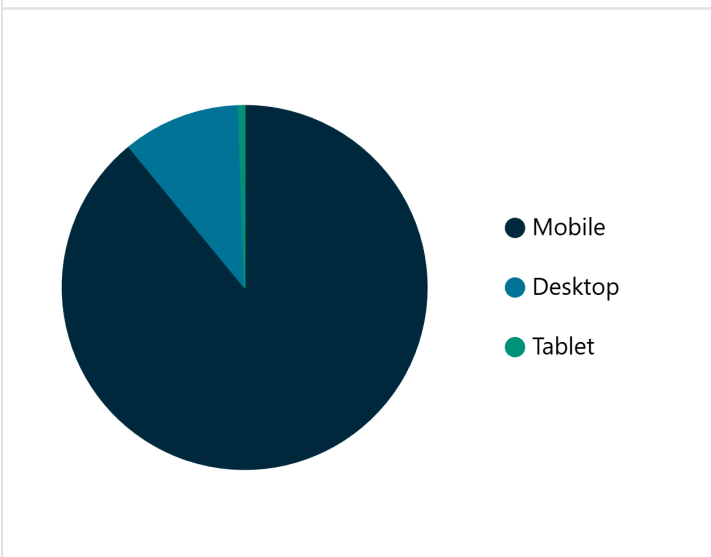


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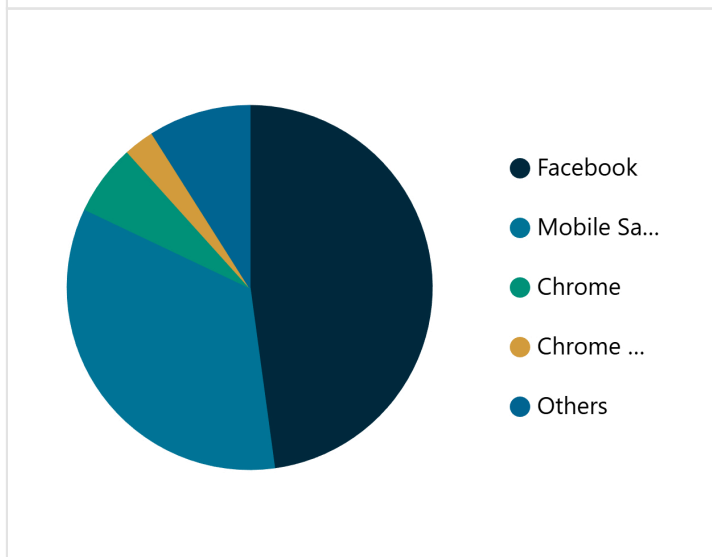
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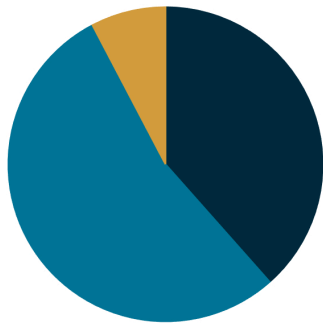


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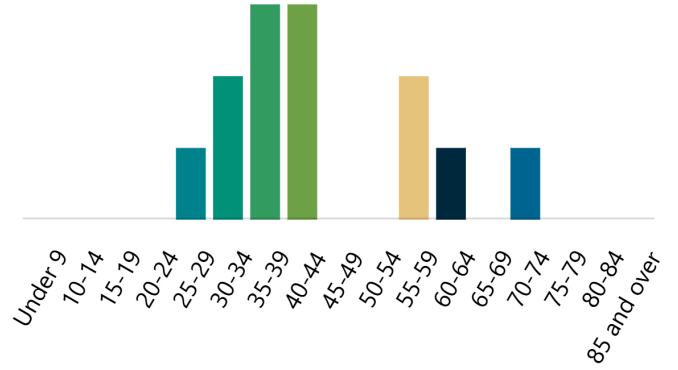
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