



**CITY OF FORT LUPTON  
CITY COUNCIL/ENTERPRISE BOARDS  
REGULAR MEETING AGENDA  
Tuesday, April 7, 2026  
6:00 PM  
130 South McKinley Avenue**

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

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Proclamation**

- a. 2026 National Library Week Proclamation

**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. April 7, 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. March 17, 2026 City Council Meeting Minutes
- b. AM 2026-052 Approve Underwriter Engagement Agreement with Stifel, Nicolaus & Company to Issue Bonds to Refinance the 2017 Water Revenue Bonds
- c. AM 2026-053 Approving the Certificate of Compliance for Fire and Police Pension Association’s Defined Benefit Retirement Plan
- d. AM 2026-054 Approving a Resolution for 2026 Outdoor Water Restrictions
- e. AM 2026-057 Approve Continuation of Current Terms of Intergovernmental Agreement with CDOT for Maintenance Services on Hwy 52 and US 85B (Denver Avenue)
- f. AM 2026-058 Approving a Resolution Reappointing Al Mowrer to the Historic Preservation Board for a Three-Year Term to Expire April 7, 2029
- g. AM 2026-059 Approving a Resolution Appointing Kathy Kvasnicka as a Regular Member of the Historic Preservation Board for a Three-year Term to Expire April 7, 2029
- h. AM 2026-060 Approving a Resolution Authorizing the Use of Colorado’s Department of Local Affairs Fast Track Incentive Fund Award Through the Local Planning Capacity Grant Program for the Digitization of Project Files and the Preparation of the Water Supply Element of the Comprehensive Plan for an Award Total of \$50,000.00
- i. AM 2026-061 Approving a Resolution Authorizing the City Administrator’s Signature on a Memorandum of Understanding for the Preparation of a Wayfinding Master Plan for a Project Cost Estimate of \$7,120.00 and Accepting DOLA’s Contribution of \$2,848.00

- j. AM 2026-062 Authorize the Mayor to Execute an Agreement to Lease 400 Acre Feet of Non-potable Water to 70 Ranch LLC for the Amount of \$400,000 for the 2026 Calendar Year

### **Action Memorandum**

- a. AM 2026-055 Approving the Construction of the Golf Course Concrete Wash Pad for an Amount Not to Exceed \$81,133.50 to be Paid from the Golf Course Fund Maintenance Department
- b. AM 2026-056 Accepting a Quote from CXT for the Construction of an On-Golf Course Restroom and Permit Fees for an Amount Not to Exceed \$167,738.07 to be Paid from the Golf Course Fund Maintenance Department
- c. AM 2026-063 Approving a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the County Road 8.5 Annexation Submitted by Ken Evans with 8 ½ Enterprises LLC and Setting the Public Hearing for June 2, 2026
- d. AM 2026-064 Approve Change Order 1 for the 2025 Asphalt and Concrete Repair Project to extend into 2026 to Top-Notch Pavement Solutions LLC for an Amount Not to Exceed \$600,000.00, Allocated from the Street Sales Tax Fund and Cemetery Capital Projects Fund
- e. AM 2026-051 Approve the Estimated 2026 Payment to Northern Colorado Water Conservation District of \$263,852.95 and a Payment not to Exceed \$75,000.00 to Platte River Power Authority for the Windy Gap Annual Assessment Paid from the Water Utility Fund

### **Staff Reports**

### **Mayor/Council Reports**

### **Future City Events**

- a. April 13-17, 2026 - Cemetery Clean-up Days  
April 23, 2026 - Spring Clean-Up for Seniors and Disabled Citizens  
April 25, 2026 - Spring Clean-Up Day, 800 12th Street, 8:00 a.m. - 12:00 p.m.  
April 23-25, 2026 - Great Fields of Honor, Pearson Park, 12285 State Hwy 52, Fort Lupton, CO 80621  
April 27, 2026 - Shredding Day, 130 S. McKinley Avenue, 8:00 a.m. - 10:00 a.m.  
April 28, 2026 - Spaghetti Dinner, 203 S. Harrison Avenue, 5:00 p.m. - 6:30 p.m.

### **Upcoming Meetings**

- a. April 14, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.  
April 21, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.  
April 28, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.  
May 5, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

### **Adjourn**

## National Library Week Proclamation

**WHEREAS**, libraries spark creativity, fuel imagination, offer an opportunity for everyone to connect with others, learn new skills, and pursue their passions. They serve as vibrant community hubs that work to guarantee that all community members, regardless of color, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic background, have fair access to information and services; and

**WHEREAS**, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve. They are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

**WHEREAS**, libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime; and

**WHEREAS**, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth; and

**WHEREAS**, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression; and

**WHEREAS**, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all; and

**WHEREAS**, the City of Fort Lupton is proud to join today with the Fort Lupton Public and School Library, and supporters and advocates across the nation to celebrate National Library Week under the theme, "Find Your Joy."

Now Therefore, I, Chris Ceretto, Mayor of the City of Fort Lupton, do hereby proclaim April 19 – 25, 2026 National Library week. The City of Fort Lupton and I strongly encourage all our citizens to join with me in acknowledgment of this event and visit their library to explore the wealth of resources available.

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Chris Ceretto, Mayor

# Council Check Report

By Check Number

Date Range: 03/18/2026 - 04/07/2026

City of Fort Lupton

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: New Main Operating-New Main Operating</b>						
000453	FAMILY SUPPORT REGISTRY	03/20/2026	Regular	0.00	140.76	109781
003612	JOHNSON MARK LLC	03/20/2026	Regular	0.00	469.27	109782
000028	ACUSHNET COMPANY	03/24/2026	Regular	0.00	3,463.61	109783
002254	ADIDAS AMERICA INC	03/24/2026	Regular	0.00	851.10	109784
000040	AFLAC	03/24/2026	Regular	0.00	2,175.74	109785
000044	AGFINITY INC	03/24/2026	Regular	0.00	100.00	109786
004000	APEX WASTE SOLUTIONS	03/24/2026	Regular	0.00	936.00	109787
000097	ASCAP	03/24/2026	Regular	0.00	460.17	109788
000104	ASSOCIATED POOL BUILDERS, INC	03/24/2026	Regular	0.00	3,400.00	109789
004060	AZUL SANCHEZ COLIN	03/24/2026	Regular	0.00	75.00	109790
000138	BLACK CLOVER ENTERPRISES LLC	03/24/2026	Regular	0.00	1,844.72	109791
000183	CALLAWAY GOLF SALES COMPANY	03/24/2026	Regular	0.00	7,282.57	109792
000182	CEM SALES & SERVICE INC	03/24/2026	Regular	0.00	4,335.00	109793
002000	CIT GROUP/COMMERCIAL SERVICES	03/24/2026	Regular	0.00	452.85	109794
000241	CITY OF FT LUPTON-UTIL INVOICE	03/24/2026	Regular	0.00	15,514.88	109795
	**Void**	03/24/2026	Regular	0.00	0.00	109796
	**Void**	03/24/2026	Regular	0.00	0.00	109797
001949	CIVIL RESOURCES LLC	03/24/2026	Regular	0.00	13,729.00	109798
002651	COLORADO COMMUNITY MEDIA	03/24/2026	Regular	0.00	118.04	109799
000307	COMCAST CABLE COMM, LLC	03/24/2026	Regular	0.00	283.73	109800
003960	ELITE INDUSTRIES, INC.	03/24/2026	Regular	0.00	1,500.00	109801
003687	EXTREME CARE LLC	03/24/2026	Regular	0.00	500.00	109802
000512	FUZION FIELD SERVICES LLC	03/24/2026	Regular	0.00	247.50	109803
003325	HEALTHY START CHILD CARE HEALTH CONSULTI	03/24/2026	Regular	0.00	135.00	109804
000567	HIGH COUNTRY BEVERAGE CORP	03/24/2026	Regular	0.00	297.85	109805
002977	JOSEPH ELLIOTT USA LLC	03/24/2026	Regular	0.00	1,289.51	109806
003577	JR ENGINEERING LLC	03/24/2026	Regular	0.00	1,231.50	109807
003784	KIMLEY-HORN AND ASSOCIATES	03/24/2026	Regular	0.00	10,995.95	109808
003741	MEMBERSPORTS INC	03/24/2026	Regular	0.00	750.00	109809
000860	NORTHWESTERN UNIVERSITY	03/24/2026	Regular	0.00	4,500.00	109810
000865	OFFICE DEPOT	03/24/2026	Regular	0.00	707.76	109811
004020	OFFICIAL BUSINESS LLC	03/24/2026	Regular	0.00	720.00	109812
002738	ORIGINAL WATERMEN INC	03/24/2026	Regular	0.00	724.00	109813
003877	PRO SPORTS EQUIP	03/24/2026	Regular	0.00	1,999.00	109814
003467	SCHILZ MARTIAL ARTS & KICKBOXING	03/24/2026	Regular	0.00	142.80	109815
001040	STERICYCLE	03/24/2026	Regular	0.00	117.54	109816
001052	SWIRE COCA-COLA, USA	03/24/2026	Regular	0.00	691.64	109817
002659	TAIT & ASSOCIATES, INC.	03/24/2026	Regular	0.00	21,577.23	109818
001064	TAYLORMADE GOLF COMPANY INC	03/24/2026	Regular	0.00	4,486.88	109819
003861	TOP-NOTCH PAVEMENT SOLUTIONS LLC	03/24/2026	Regular	0.00	62,536.58	109820
001137	UNITED POWER	03/24/2026	Regular	0.00	231.68	109821
001182	WATER SAFETY PRODUCTS INC	03/24/2026	Regular	0.00	1,754.65	109822
001189	WELD COUNTY ACCTG DEPART	03/24/2026	Regular	0.00	6,055.72	109823
000028	ACUSHNET COMPANY	03/31/2026	Regular	0.00	4,735.71	109824
000031	ADAMSON POLICE PRODUCTS	03/31/2026	Regular	0.00	659.54	109825
000044	AGFINITY INC	03/31/2026	Regular	0.00	817.61	109826
000183	CALLAWAY GOLF SALES COMPANY	03/31/2026	Regular	0.00	2,211.95	109827
000239	CITY OF FORT LUPTON	03/31/2026	Regular	0.00	350.00	109828
000239	CITY OF FORT LUPTON	03/31/2026	Regular	0.00	-350.00	109828
000247	CLIFTONLARSONALLEN LLP	03/31/2026	Regular	0.00	18,375.00	109829
000267	COLONIAL LIFE	03/31/2026	Regular	0.00	105.96	109830
000253	COLORADO DEPT OF PUBLIC HEALTH AND ENVI	03/31/2026	Regular	0.00	115.00	109831
000306	COMCAST BUSINESS	03/31/2026	Regular	0.00	2,783.48	109832
000307	COMCAST CABLE COMM, LLC	03/31/2026	Regular	0.00	219.89	109833

Council Check Report

Date Range: 03/18/2026 - 04/07/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
000307	COMCAST CABLE COMM, LLC	03/31/2026	Regular	0.00	247.89	109834
000307	COMCAST CABLE COMM, LLC	03/31/2026	Regular	0.00	247.85	109835
000372	DELL MARKETING LP	03/31/2026	Regular	0.00	785.22	109836
003631	EVERON, LLC	03/31/2026	Regular	0.00	179.17	109837
003812	FREEDOM FUEL COLORADO LLC	03/31/2026	Regular	0.00	82.42	109838
003256	GLENN DUNLEAVY	03/31/2026	Regular	0.00	1,328.04	109839
001734	GOLF ASSOCIATES ADVERTISING CO INC	03/31/2026	Regular	0.00	4,091.97	109840
000567	HIGH COUNTRY BEVERAGE CORP	03/31/2026	Regular	0.00	134.50	109841
000616	J & T CONSULTING INC	03/31/2026	Regular	0.00	6,179.20	109842
004061	JAMIE DAVIS	03/31/2026	Regular	0.00	100.00	109843
000648	JF MANUFACTURING INC	03/31/2026	Regular	0.00	1,364.34	109844
004063	JUSTIN INMAN	03/31/2026	Regular	0.00	419.78	109845
001913	LUXOTTICA OF AMERICA, INC	03/31/2026	Regular	0.00	49.87	109846
001850	MONROE PECK	03/31/2026	Regular	0.00	214.24	109847
002782	MOUNTAIN WEST PRODUCTION GROUP	03/31/2026	Regular	0.00	1,930.00	109848
000824	MUTUAL OF OMAHA INSURANCE COMPANY	03/31/2026	Regular	0.00	15,964.76	109849
003213	OLD TOWN PEST CONTROL	03/31/2026	Regular	0.00	600.00	109850
002711	Oxygen Forensics Inc	03/31/2026	Regular	0.00	3,695.00	109851
001643	PROCEDURE INC	03/31/2026	Regular	0.00	61,494.45	109852
002082	QUALITY WELL AND PUMP	03/31/2026	Regular	0.00	378.10	109853
003992	RESCUE REPAIR	03/31/2026	Regular	0.00	4,243.95	109854
000999	SHAMROCK FOODS COMPANY	03/31/2026	Regular	0.00	1,713.55	109855
001006	SHI INTERNATIONAL CORP	03/31/2026	Regular	0.00	4,530.84	109856
003155	SHIRTS BY CHA LLC	03/31/2026	Regular	0.00	435.00	109857
002765	SOUTH ADAMS COUNTY WATER & SANITATION	03/31/2026	Regular	0.00	4,900.00	109858
002694	SYMMETRY ENERGY SOLUTIONS LLC	03/31/2026	Regular	0.00	4,476.66	109859
004062	TYLER BRANCH	03/31/2026	Regular	0.00	308.00	109860
001224	XCEL ENERGY-GAS	03/31/2026	Regular	0.00	601.17	109861
001224	XCEL ENERGY-GAS	03/31/2026	Regular	0.00	249.55	109862
000239	CITY OF FORT LUPTON	03/31/2026	Regular	0.00	350.00	109863
000453	FAMILY SUPPORT REGISTRY	04/03/2026	Regular	0.00	140.76	109868
003612	JOHNSON MARK LLC	04/03/2026	Regular	0.00	493.93	109869
000028	ACUSHNET COMPANY	04/07/2026	Regular	0.00	366.89	109870
002254	ADIDAS AMERICA INC	04/07/2026	Regular	0.00	1,109.40	109871
000183	CALLAWAY GOLF SALES COMPANY	04/07/2026	Regular	0.00	270.35	109872
002000	CIT GROUP/COMMERCIAL SERVICES	04/07/2026	Regular	0.00	274.03	109873
000241	CITY OF FT LUPTON-UTIL INVOICE	04/07/2026	Regular	0.00	262.81	109874
000268	COLORADO ANALYTICAL LAB	04/07/2026	Regular	0.00	48.00	109875
003740	COLORADO PORTABLES LLC	04/07/2026	Regular	0.00	215.00	109876
000307	COMCAST CABLE COMM, LLC	04/07/2026	Regular	0.00	158.91	109877
003960	ELITE INDUSTRIES, INC.	04/07/2026	Regular	0.00	6,096.05	109878
000567	HIGH COUNTRY BEVERAGE CORP	04/07/2026	Regular	0.00	1,250.30	109879
000636	JC GOLF ACCESSORIES	04/07/2026	Regular	0.00	323.75	109880
002977	JOSEPH ELLIOTT USA LLC	04/07/2026	Regular	0.00	229.69	109881
004065	KNIGHTS OF COLUMBUS #4732	04/07/2026	Regular	0.00	500.00	109882
000795	MILE HIGH TURFGRASS, LLC	04/07/2026	Regular	0.00	9,211.88	109883
000861	NVAA	04/07/2026	Regular	0.00	2,747.00	109884
000865	OFFICE DEPOT	04/07/2026	Regular	0.00	71.30	109885
004020	OFFICIAL BUSINESS LLC	04/07/2026	Regular	0.00	880.00	109886
000991	SCNS SPORTS FOODS INC	04/07/2026	Regular	0.00	99.20	109887
000999	SHAMROCK FOODS COMPANY	04/07/2026	Regular	0.00	725.19	109888
001006	SHI INTERNATIONAL CORP	04/07/2026	Regular	0.00	12,507.44	109889
001040	STERICYCLE	04/07/2026	Regular	0.00	42.75	109890
001052	SWIRE COCA-COLA, USA	04/07/2026	Regular	0.00	633.50	109891
001105	TOSHIBA FINANCIAL SERVICES	04/07/2026	Regular	0.00	2,972.47	109892
001147	USA BLUE BOOK	04/07/2026	Regular	0.00	2,283.50	109893
001201	WELD COUNTY SCH DIST RE8	04/07/2026	Regular	0.00	200.00	109894
001207	WESTERN DISTRIBUTING INC	04/07/2026	Regular	0.00	284.20	109895
000024	ACE HARDWARE OF FORT LUPTON	03/24/2026	EFT	0.00	79.49	9100647
001327	ALTA PEAK ROLLOFFS LLC	03/24/2026	EFT	0.00	525.23	9100648
001293	AMAZON.COM	03/24/2026	EFT	0.00	7,856.90	9100649

Council Check Report

Date Range: 03/18/2026 - 04/07/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002973	BOOTBARN INC	03/24/2026	EFT	0.00	137.69	9100650
002853	BUCKEYE CLEANING CENTER	03/24/2026	EFT	0.00	1,385.83	9100651
000232	CIRSA	03/24/2026	EFT	0.00	1,909.90	9100652
004057	CLINGERHAGERMAN LLC	03/24/2026	EFT	0.00	10,000.00	9100653
003532	DLT SOLUTIONS, LLC	03/24/2026	EFT	0.00	9,823.00	9100654
002723	EAGLE ROCK COMPANY OF COLO	03/24/2026	EFT	0.00	94.80	9100655
000536	GOLF AND SPORT SOLUTIONS LLC	03/24/2026	EFT	0.00	2,403.84	9100656
003874	HPM, INC.	03/24/2026	EFT	0.00	946,025.45	9100657
003259	KUMAR & ASSOCIATES, INC.	03/24/2026	EFT	0.00	4,677.00	9100658
003486	LONGVIEW HEATING & AIR	03/24/2026	EFT	0.00	2,957.00	9100659
000783	MEANDERING WITH MARY	03/24/2026	EFT	0.00	75.00	9100660
000869	OPERATIONS MANAGEMENT INT	03/24/2026	EFT	0.00	70,770.12	9100661
000862	O'REILLY AUTO PARTS	03/24/2026	EFT	0.00	291.79	9100662
001820	BADGER METER	03/31/2026	EFT	0.00	2,129.06	9100663
002835	BRANDING BY BRE	03/31/2026	EFT	0.00	3,500.00	9100664
000291	COLORADO GOLF ASSOCIATION	03/31/2026	EFT	0.00	200.00	9100665
003417	DATA CENTER WAREHOUSE, LLC	03/31/2026	EFT	0.00	1,494.00	9100666
000361	DBC IRRIGATION SUPPLY	03/31/2026	EFT	0.00	1,070.43	9100667
002723	EAGLE ROCK COMPANY OF COLO	03/31/2026	EFT	0.00	198.90	9100668
003282	FARNSWORTH GROUP, INC	03/31/2026	EFT	0.00	4,939.50	9100669
000536	GOLF AND SPORT SOLUTIONS LLC	03/31/2026	EFT	0.00	9,789.12	9100670
000659	JOHNSON AUTO PLAZA	03/31/2026	EFT	0.00	2,865.42	9100671
003316	MIGUEL IRAOLA	03/31/2026	EFT	0.00	725.00	9100672
002195	MINUTEMAN PRESS	03/31/2026	EFT	0.00	252.97	9100673
000227	MIRACLE PLAYSYSTEMS	03/31/2026	EFT	0.00	7,869.50	9100674
000862	O'REILLY AUTO PARTS	03/31/2026	EFT	0.00	55.17	9100675
000931	R & L TIRES	03/31/2026	EFT	0.00	290.22	9100676
001343	TIME CLOCK PLUS	03/31/2026	EFT	0.00	2,931.86	9100677
001101	TODD HODGES DESIGN, LLC	03/31/2026	EFT	0.00	10,764.00	9100678
000975	TRINITY GROUP COMPANIES, INC	03/31/2026	EFT	0.00	338.14	9100679
003160	UNITEDHEALTHCARE INSURANCE COMPANY	03/31/2026	EFT	0.00	148,840.28	9100680
000024	ACE HARDWARE OF FORT LUPTON	04/07/2026	EFT	0.00	175.23	9100681
002853	BUCKEYE CLEANING CENTER	04/07/2026	EFT	0.00	2,492.67	9100682
002122	BURNS & MCDONNELL ENGINEERING CO INC	04/07/2026	EFT	0.00	38,573.61	9100683
000361	DBC IRRIGATION SUPPLY	04/07/2026	EFT	0.00	3,689.10	9100684
002723	EAGLE ROCK COMPANY OF COLO	04/07/2026	EFT	0.00	1,334.52	9100685
003720	FREDERICK M GOODBEE	04/07/2026	EFT	0.00	1,600.00	9100686
000536	GOLF AND SPORT SOLUTIONS LLC	04/07/2026	EFT	0.00	4,509.37	9100687
001933	NORTH FRONT RANGE WATER QUALITY PLANNI	04/07/2026	EFT	0.00	3,472.88	9100688
000869	OPERATIONS MANAGEMENT INT	04/07/2026	EFT	0.00	140,006.59	9100689
000862	O'REILLY AUTO PARTS	04/07/2026	EFT	0.00	387.31	9100690
003058	PRECISION PUMPING SYSTEMS	04/07/2026	EFT	0.00	425.00	9100691
000931	R & L TIRES	04/07/2026	EFT	0.00	25.00	9100692
003491	THALLE CONSTRUCTION CO INC	04/07/2026	EFT	0.00	739,931.21	9100693
003398	UNIVERSITY AUTO PARTS	04/07/2026	EFT	0.00	124.44	9100694
001594	WILBUR-ELLIS COMPANY LLC	04/07/2026	EFT	0.00	4,236.99	9100695
002158	WW BACKHOE & DOZER SERVICES INC	04/07/2026	EFT	0.00	4,900.00	9100696
000119	BANK OF COLORADO	03/20/2026	Bank Draft	0.00	9,144.86	DFT0002746
000119	BANK OF COLORADO	03/20/2026	Bank Draft	0.00	1,412.49	DFT0002747
001416	VALIC_1	03/20/2026	Bank Draft	0.00	51,470.19	DFT0002748
001265	IRS	03/20/2026	Bank Draft	0.00	90,667.91	DFT0002749
001418	CO DEPARTMENT OF REVENUE	03/20/2026	Bank Draft	0.00	15,372.00	DFT0002750
000119	BANK OF COLORADO	04/03/2026	Bank Draft	0.00	9,219.86	DFT0002751
000119	BANK OF COLORADO	04/03/2026	Bank Draft	0.00	1,412.49	DFT0002752
001416	VALIC_1	04/03/2026	Bank Draft	0.00	51,865.86	DFT0002753
001265	IRS	04/03/2026	Bank Draft	0.00	97,215.55	DFT0002754

Council Check Report

Date Range: 03/18/2026 - 04/07/2026

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
001418	CO DEPARTMENT OF REVENUE	04/03/2026	Bank Draft	0.00	16,233.00	DFT0002755

Bank Code New Main Operating Summary

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	195	109	0.00	374,893.19
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-350.00
Bank Drafts	10	10	0.00	344,014.21
EFT's	77	50	0.00	2,203,150.53
	<b>282</b>	<b>172</b>	<b>0.00</b>	<b>2,921,707.93</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	195	109	0.00	374,893.19
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-350.00
Bank Drafts	10	10	0.00	344,014.21
EFT's	77	50	0.00	2,203,150.53
	<b>282</b>	<b>172</b>	<b>0.00</b>	<b>2,921,707.93</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	3/2026	1,755,478.95
999	POOLED CASH/CONSOLIDATED CASH	4/2026	1,166,228.98
			<b>2,921,707.93</b>

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
MARCH 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, March 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**

Mari Peña, City Clerk, called the roll. Those present were Mayor Chris Ceretto, Councilmembers, Bruce Fitzgerald, Bruce Davis, Claud Hanes, David Crespin and Michael. Councilmember Valerie Blackston participated remotely.

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

**PROCLAMATION**

Mayor Ceretto proclaimed April 2026 as Sexual Assault Awareness Month and the week of April 19-25, 2026, as National Crime Victims' Rights Week in the City of Fort Lupton.

Kim Messina, Victim Services Manager for the Brighton Office of Victim Assistance, thanked the Mayor and City Council for recognizing Sexual Assault Awareness Month and Crime Victim's Rights Week.

**EXECUTIVE SESSION**

It was moved by Bruce Fitzgerald and seconded by David Crespin to move to Executive Session at 6:04 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b). Northern Integrated Supply Project NISP. Motion passed unanimously on roll call vote. The following moved into Executive Session: Mayor Ceretto, Councilmembers David Crespin, Claud Hanes, Michael Sanchez, and Bruce Fitzgerald. Councilmember Valerie Blackston participated remotely. City Attorney, Andy Ausmus, City Administrator, Chris Cross, Public Works Director, Roy Vestal, Finance Director, Leann Perino and Planning Director, Todd Hodges. The Executive Session ended at 6:40 p.m. and the regular meeting reconvened.

**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

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

presented. Motion passed unanimously on voice vote.

**REVIEW OF ACCOUNTS PAYABLES**

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

**CONSENT AGENDA**

It was moved by Michael Sanchez and seconded by Bruce Davis to approve the Consent Agenda as presented with the following items:

- March 3, 2026 City Council Meeting Minutes
- Authorizing a Partnership with Weld RE-8 to Assist in Establishing an Afterschool Program Directed Towards Butler and Twombly Elementary School (AM 2026-046)
- Approving Resolution 2026R018 AMENDING THE HILLSIDE CEMETERY FEES EFFECTIVE APRIL 1, 2026 (AM 2026-047)
- Approving Resolution 2026R019 RATIFYING THE MAYOR'S APPOINTMENT OF ANDREA ALLISON TO THE PLANNING COMMISSION AS AN ALTERNATE MEMBER FOR A THREE-YEAR TERM BEGINNING MARCH 17, 2026, AND ENDING MARCH 17, 2029 (AM 2026-049)

Motion passed unanimously on roll call vote.

**ACTION MEMORANDUM**

**AM 2026-045 Approve Change Order #1 to Contract with Civil Resources, LLC for an Amount Not to Exceed \$30,816.00 for the Lagoon Slurry Wall Project Construction Management from the Utility Fund**

The construction management engineering service agreement with Civil Resources was approved January 21, 2025. The original scope included preparing a bid document, bidding, construction QA/QC and testing for construction of the slurry wall.

Construction of the slurry wall is nearing completion with an expected completion date by the end of this week. Additional work was required by Civil Resources to rebid the project, coordination with BURNCO for materials and scheduling, delays in starting construction due to delays in completing the force main from the Waste Water Treatment Plant to METRO and coordination with City staff for abandoning existing utilities to the lagoon.

Total engineering cost for the slurry wall project will be \$116,183 with this change order. Construction cost of the slurry wall is \$2,433,189.68 making engineering cost 4.8% of the

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

construction project. Typically, engineering cost is 10% to 15% of construction cost.

It was moved by Claud Hanes and seconded by Bruce Davis to Approve Change Order #1 to Contract with Civil Resources, LLC for an Amount Not to Exceed \$30,816.00 for the Lagoon Slurry Wall Project Construction Management from the Utility Fund. Motion passed unanimously on roll call vote.

**AM 2026-048 Approving a Resolution Amending the Building Permit Fee Schedule Effective May 1, 2026**

Building permit fees primarily offset the City's costs for application reviews and ensure construction meets safety and zoning standards. Periodically, the City audits the fee schedule to ensure rates align with the staff time required for plan reviews, inspections, and administrative duties.

The current fees were last updated in April 2022. Following a recent review, the Building and Planning Department recommends adopting the attached schedule to better reflect current staffing requirements. This update clarifies fee application, introduces additional standardized flat-rate fees, reduces fees for less intensive tasks, and increases fees for projects requiring more significant staff resources.

Additionally, the Department is implementing an internal policy to collect plan review fees at the time of application. This change ensures that the City's costs are covered even if an application is withdrawn or never completed, preventing the loss of staff time on projects that do not come to fruition. This is not an additional fee; it is the same total cost, simply collected earlier in the process to better manage department resources.

Plan Review Fee Deposit Policy: Effective May 1st, 2026, the Building and Planning Department shall implement a mandatory upfront collection of Plan Review fees at the time of application submittal. This policy ensures that the administrative and technical costs associated with professional plan examination, including those performed by City staff or third-party contractors, are recovered regardless of whether a permit is ultimately issued or the project reaches completion. This is not a new or additional fee; rather, it is a reallocation of the existing fee structure to the beginning of the application cycle. These funds are non-refundable once the review process has commenced to cover the labor and resources expended by the City.

It was moved by David Crespín and seconded by Claud Hanes to approve Resolution 2026R020 amending the building permit fee schedule effective May 1, 2026. Motion passed unanimously on roll call vote.

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

**AM 2026-050 Participation Level Confirmation to Inform the Twenty Second Interim Agreement with Northern Colorado Water Conservancy District (NCWCD) for the Northern Integrated Supply Plan (NISP)**

Over twenty-one years Fort Lupton has been a participant in the NISP project, the net cost of funding has totaled \$4,825,632 (original cost \$9,379,382 less proceeds of \$4,553,750 from 1,950 units). The reduction to 1,050 units was driven by the 2017 purchase of ten shares of Windy Gap water reducing the need for the NISP levels.

At the current participation level of 1,050 units, the City's share of the construction cost of the first portion of the project, Glade Reservoir, is estimated to be \$52,500,000 of the approximately two billion dollars. A forty-year low interest loan would almost double that cost.

The second part of the project is the Galetton Reservoir. The preliminary estimate for construction is \$600 million, and the City's share is \$15,750,000. All costs are based on current full participation levels by all entities.

Given the high cost of the project, participants and NCWCD have been reviewing participation levels for all entities and are considering ways to increase the number of participants and phase the construction to make the project more affordable for all participants.

Before finalizing the Twenty Second Interim Agreement NCWCD has asked participants to confirm their participation level in the project by no later than March 30th.

The Twenty Second Interim Agreement will be effective on May 1, 2026. City funding for the agreement is budgeted at \$784,875 in the Water Sales Tax Fund. If all participants stay in at the current participation levels, the City's share of the approximately \$12,000,000 total NCWCD NISP Budget is \$315,000. If any participant reduces their participation the City's cost at 1,050 units will increase by an amount related to the reduction of other participants.

Every 100-acre feet of the Glade Reservoir phase of the project cost is \$5 million cash. With interest from financing the cost would be higher. If participants reduce participation levels cost to the remaining participants will increase.

It was moved by Bruce Davis and seconded by Bruce Fitzgerald to Inform Participation Level of 100 units for the Twenty Second Interim Agreement with Northern Colorado Water Conservancy District (NCWCD) for the Northern Integrated Supply Plan (NISP). Roll Call passed with 6 yes votes and one no vote from Councilmember Valerie Blackston on roll call vote.

**STAFF REPORTS**

Roy Vestal, Public Works Director stated a Transportation Community Meeting covering pets,

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

bikes, and trails will be held on Wednesday March 25, 2026 at 6:00 p.m.

Mari Peña, City Clerk, stated Youth in Government is scheduled a little different from prior years. The kids will come to City Hall on April 2<sup>nd</sup> during the day and on April 7<sup>th</sup> they will run the Council meeting.

Leann Perino, Finance Director, stated she has hired a new accounting manager, Rachel Guzman.

**MAYOR/COUNCIL REPORTS**

There were no reports from the Mayor or Council.

**FUTURE CITY EVENTS**

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

April 23-25, 2026 - Great Fields of Honor, Pearson Park, 12285 State Hwy 52, Fort Lupton, CO 80621

**UPCOMING MEETINGS**

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.

April 14, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

April 21, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

**ADJOURNMENT**

The meeting adjourned at 6:50 p.m.

Submitted by,

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Maricela Peña, City Clerk

Approved by City Council,

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Chris Ceretto, Mayor



**SUBJECT FOR DISCUSSION**

Approve Underwriter Engagement Agreement with Stifel, Nicolaus & Company (Stifel) to Issue Bonds to Refinance the 2017 Water Revenue Bonds.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The 2017 Water Revenue Bonds are callable in 2027. It may be possible to save up to \$1.8 million in interest over the life of the bonds by refinancing. This agreement would engage Stifel to perform service related to the issuance of bonds. If it is determined that refinancing will be beneficial for the City, Stifel fees will be paid in the bond issue process.

Council and staff can stop the refinancing before the sale of bonds.

**FINANCIAL CONSIDERATIONS**

Stifel’s fees are \$5.50 per \$1,000 of bond sold or approximately \$127,000 - \$130,600. The cost will be paid as part of the proceeds from the sale.

**LEGAL/POLITICAL CONSIDERATIONS**

Bond legal council will need to be engage as part of the issuance process and fees will come from the proceeds of the sale.

**ALTERNATIVES/OPTIONS**

Do not refinance City bonds

**STAFF RECOMMENDATIONS**

Staff seeks direction from Council.

Attachments: a. Agreement

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

## UNDERWRITER ENGAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and among the City of Fort Lupton (the "Issuer") and Stifel, Nicolaus & Company, Incorporated, (the "Underwriter" or "Stifel"), with reference to the following facts:

### RECITALS

WHEREAS, the Issuer plans to issue Water System Revenue Refunding Bonds, Series 2027 (the "Bonds") to refinance the City's outstanding water revenue obligations (the "Project"); and

WHEREAS, the Issuer desires and is authorized by law to retain the services of the Underwriter in connection with the issuance of the Bonds; and

WHEREAS, the Underwriter agrees to be retained by the Issuer and to provide to the Issuer the services described herein; and

WHEREAS, Stifel agrees to act as underwriter, subject to the conditions set forth herein;

NOW therefore, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

### ***Scope of Services***

The Issuer has engaged the Underwriter to perform various services related to the issuance of the Bonds, which are to be performed within the framework of all relevant rules and regulations. All services are provided on an arm's length, commercial basis and may or may not be provided in conjunction with services provided by advisors to the Issuer, such as, but not limited to, a financial advisor or a municipal advisor.

With this understanding, the Underwriter may provide the following services and perform the following functions with respect to the Bonds:

#### **A. Structuring the Financing**

1. The Underwriter will work with the Issuer, its bond counsel, financial advisor, disclosure counsel, and other members of the Issuer's financing team in evaluating specific terms and conditions affecting the Bonds with the purposes of meeting the Issuer's financing objectives and assuring appropriate credit quality;
2. The Underwriter will work with the Issuer to create a feasible and efficient structure for the Bonds in order to enhance the Bonds' marketability;
3. In cooperation with Issuer, the Underwriter will assist in the preparation of and/or review of all documents necessary to implement the issuance of the Bonds, including, but not limited to, authorizing resolutions, bond purchase agreement, and preliminary and final official statements distributed to potential investors, as required;

#### **B. Marketing the Securities**

1. The Underwriter will provide information and material as needed to support presentations for rating agencies and/or bond insurance companies; if requested;
2. The Underwriter will coordinate printing and distribution of the preliminary and final official statements;

3. Together with the Issuer and other appropriate parties, the Underwriter will provide market information on the timing of the sale of the Bonds in relation to the market conditions and financing needs;
4. The Underwriter will arrange for distribution of the final official statements in accordance with Section 240.15c2-12 of Title 17 of the Code of Federal Regulations; and
5. The Underwriter will serve as sole managing underwriter of the Bonds, which obligation is conditioned upon the execution of a mutually satisfactory bond purchase agreement and other customary documentation, and coordinate with all parties so as to consummate the sale and delivery of the Bonds in a timely manner.

### ***Regulatory Disclosure***

The Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission’s adopted rule commonly known as the “Municipal Advisor Rule” (SEC Rule 15Ba1-1 to 15Ba1-8 -“the Rule”) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities. Some of the services that Stifel will be called upon to perform, such as providing advice with respect to the sizing, structure, timing and terms of the Bond issuance, are services that are also commonly provided by financial advisory firms.

However, in providing such services for the Bonds, the parties understand and agree that Stifel is serving as an underwriter for this transaction and is permitted to give advice and recommendations under the “underwriter exclusion” provision of the Rule. Issuer agrees that Stifel will not be serving as the Issuer’s financial advisor or acting as an agent or fiduciary for the Issuer and that the Issuer will be consulting with its own legal, financial and other advisors. This Agreement and relationship shall be either executed, approved or acknowledged by the governing board of Issuer (the “Governing Board”).

### ***Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter***

The Issuer confirms and acknowledges the following disclosures, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019)<sup>1</sup>:

The following G-17 conflict of interest disclosures are broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures. You may receive additional separate disclosure letters pursuant to Rule G-17 from the co-managing underwriters or other syndicate members for the Bonds if they have their own dealer-specific or transaction-specific disclosures.

#### **1. Dealer-Specific Conflicts of Interest Disclosures**

Stifel has identified the following actual or potential<sup>2</sup> material conflicts of interest:

Stifel and its affiliates comprise a full service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Stifel and its affiliates may have provided, and may in the future provide, a variety of these services to the Issuer and to persons and entities with relationships with the Issuer, for which they received or will receive customary fees and expenses.

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<sup>1</sup> Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

<sup>2</sup> When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

In the ordinary course of these business activities, Stifel and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer.

Stifel and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the Issuer.

## 2. **Transaction-Specific Disclosures: Disclosures Concerning Complex Municipal Securities Financing:**

- o Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

## 3. **Standard Disclosures**

- **Disclosures Concerning the Underwriters’ Role:**

- o MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
- o The underwriters’ primary role is to purchase the securities with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
- o Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- o The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
- o The underwriters have a duty to purchase the securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the securities to investors at prices that are fair and reasonable.
- o The underwriters will review the official statement for the securities, if any, in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>3</sup>

- **Disclosures Concerning the Underwriters’ Compensation:**

- o The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the

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<sup>3</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters’ obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

### ***Limitation of Duties***

The Issuer acknowledges and agrees that Stifel is not making a commitment to extend credit, make a loan or otherwise fund the Project beyond the obligations contained in a mutually satisfactory bond purchase agreement. The Issuer acknowledges that the services provided under this Agreement involve professional judgment by Stifel and that the results cannot be, and are not, guaranteed.

As addressed above, among the services that Stifel will perform under this Agreement is assistance in preparation of, and/or review of the preliminary and final official statements for the Bonds. We note, however, that under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. Our assistance with respect to, and/or review of the official statement will be solely for purposes of satisfying our obligations as underwriter under the federal securities laws and such assistance and/or review should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the official statement.

### ***Expenses***

The Issuer, from the Bond proceeds, will pay the Underwriter's costs incurred in the performance of this Agreement, including costs of its legal counsel, if any, communication, preparation of the official statements, and overhead expenses.

The Issuer, from the Bond proceeds or other lawfully available funds, will pay for legal fees, including disclosure counsel; rating agency and credit enhancement fees including all related travel (if any); the cost of appraisal, fiscal consultant, statistical, computer, and graphics services (if any), cost of printing and distribution of the official statements and expense of publication, advertising, and informational meetings; and the costs of fiscal agent or bond trustee and registrar.

### ***Compensation***

The Underwriter agrees to prepare and coordinate all aspects of the sale of the Bonds. Stifel will be paid only when the Bonds are sold. The fee for Stifel's preparation and coordination of the sale of the Bonds shall be \$5.50 per \$1,000.00 of Bonds sold. The underwriting fee is contingent on a successful sale of the Bonds and is payable from the proceeds of the Bonds.

### ***Term of Agreement***

This Agreement is to continue until the Project is financed or until the Governing Board formally abandons the Project, unless previously terminated by mutual written consent of the parties hereto.

This Agreement may be terminated at any time by the Issuer, upon five business days' prior notice to such effect to the Underwriter, or by the Underwriter upon five business days' prior notice to such effect to the Issuer. Any such termination, however, shall not affect the obligations of the Issuer under the Expenses section hereof.

### ***Severability of Provisions***

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

### ***Governing Law***

This Agreement, and the rights and obligations of the parties hereto, shall be construed, interpreted and enforced pursuant to the laws of the State of Colorado, and exclusive venue in any and all actions existing under this Agreement shall be laid in the action or proceeding which Issuer or Underwriter may be required to prosecute to enforce its respective rights within this Agreement. The unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Agreement, the Issuer and the Underwriter agree to first submit any disagreements to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for both parties.

### ***Subcontractors***

The Underwriter shall, with the prior written approval of the Issuer, use such subcontractors as are necessary in the fulfillment of this Agreement.

### ***Miscellaneous***

Nothing contained herein shall preclude the Underwriter from carrying on its customary and usual business activities. The Underwriter specifically reserves the right, but is not obligated, to bid for and maintain secondary markets on any Issuer outstanding bonds subject to appropriate information barriers. Services provided by the Underwriter in connection with this Agreement shall not limit the Underwriter from providing services for the Issuer in conjunction with other services requested by the Issuer except as limited by rule of law or regulation.

Stifel certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Stifel understands that "boycott" includes, but is not limited to, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

In connection with services agreed to herein, it is understood that the Underwriter will render professional services as an independent contractor. Neither the Underwriter nor any of its agents or employees shall be deemed an employee of the Issuer for any purpose.

The Underwriter shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the Issuer.

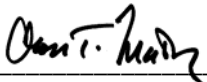
The Issuer acknowledges and recognizes Stifel as Underwriter with respect to the municipal securities referenced for purposes of MSRB Rule G-23 and Securities and Exchange Commission Rule 17 CFR (Registration of Municipal Advisors) and acknowledges receipt of the G-17 disclosures included herein. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and supersedes any prior understandings or representations. The Agreement may be amended or modified only by a writing signed by both parties. It is solely for the benefit of the Issuer and Stifel, and no other person.

This Agreement is submitted in duplicate originals. The acceptance of this Agreement by the Issuer will occur upon the return of one original executed by an authorized Issuer representative, and the Issuer hereby represents that the signatory below is so authorized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Stifel, Nicolaus & Company, Incorporated

By: 

Name: Alan Matlosz

Title: Managing Director

Date: March 13, 2026

**ACCEPTANCE**

**City of Fort Lupton**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SUBJECT FOR DISCUSSION**

Approving the Certificate of Compliance for Fire and Police Pension Association’s Defined Benefit Retirement Plan.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

Council approved resolution 2026R009 on January 20, 2026 allowing City staff to begin the process of moving Police Officers to the Fire and Police Pension Association’s (FPPA) Defined Benefit retirement program. Staff has completed all steps required and submitted documentation to FPPA on April 1, 2026.

Approving the Certificate of Compliance (Exhibit C of the resolution) is the next step to transition Police Officers electing to move to FPPA. In addition to allowing current staff to move to FPPA, approving the Certificate of Compliance will enact the resolution, making it binding, and enrolling all Police Officers hired after today in FPPA retirement.

**FINANCIAL CONSIDERATIONS**

**LEGAL/POLITICAL CONSIDERATIONS**

**ALTERNATIVES/OPTIONS**

1. Approve the Certificate of Compliance to proceed with the FPPA retirement.
2. Do not approve and remain with the current retirement plan.

**STAFF RECOMMENDATIONS**

Staff recommends approving the Certificate of Compliance.

**Attachments:**                    a. Resolution 2026R009

**Form of Resolution for the Partial Reentry Process  
for a Local Money Purchase Plan**

RESOLUTION NO. 2026R009

A RESOLUTION REQUESTING COVERAGE UNDER  
THE FPPA STATEWIDE RETIREMENT PLAN  
ADMINISTERED BY THE FIRE AND POLICE PENSION ASSOCIATION (FPPA)  
FOR NEW **POLICE OFFICERS** FOR THE  
**CITY OF FORT LUPTON**

WHEREAS, pursuant to FPPA Rules and Regulations Rule 702, **CITY OF FORT LUPTON** may elect to cover all newly hired **Police Officers** under the FPPA Statewide Retirement Plan in lieu of coverage under the **COREBRIDGE FINANCIAL RETIREMENT PLAN**; and

WHEREAS, after consideration of this matter **CITY OF FORT LUPTON** has determined to have all newly hired **Police Officers** meeting the definition of Member under Rule 101 participate in the **Defined Benefit Component** beginning on the Effective Date for New Hires, as defined herein; and

WHEREAS, pursuant to Rule 702, all current members of the **COREBRIDGE FINANCIAL RETIREMENT PLAN** may individually elect to participate in the Statewide Retirement Plan or may remain in the **COREBRIDGE FINANCIAL RETIREMENT PLAN**;

WHEREAS, a meeting was held on this date, **CITY OF FORT LUPTON (known herein as The Employer)** determined to take the following action;

NOW, THEREFORE, BE IT RESOLVED BY THE **CITY COUNCIL OF CITY OF FORT LUPTON** AS FOLLOWS.

1. **CITY OF FORT LUPTON** hereby requests that the effective date of coverage be **July 4, 2026**.
2. The Employer elects to offer the Members who are active prior to the Effective Date of coverage (or an earlier date as agreed upon after filing the Certification of Compliance), the option of continuing to participate in the Local Money Purchase Plan or to participate in one of the following Components of the Statewide Retirement Plan:
  - Defined Benefit Component
  - Hybrid Component
  - Money Purchase Component
3. The Member and Employer contribution rates to the Components selected in number two (2) above and the Local Money Purchase Plan on the effective date of entry, for Members who are active prior to the Effective Date for New Hires, shall be as indicated on **Exhibit A** of this resolution.
4. The **CITY OF FORT LUPTON** elects to cover all Members hired on or after **July 4, 2026**, or such earlier date after the filing of the Certification of Compliance designated by the Employer (known herein as the Effective Date for New Hires), under the **Defined Benefit Component** at the contribution rates set forth in **Exhibit B**.

5. The Employer shall transfer all of the current active Members' account balances to the Statewide Retirement Plan Money Purchase Component for all Members moving to FPPA.
6. The Members' employer accounts shall be 100% vested upon transfer to the FPPA Statewide Retirement Plan.
7. The Local Money Purchase Plan **does** provide for loans to plan members. Loans to plan members shall be transferred to the Money Purchase Component as part of the transfer of assets of the Local Money Purchase Plan, subject to approval and acceptance by FPPA.
8. The Employer acknowledges that the election for coverage under the FPPA Statewide Retirement Plan is irrevocable once the final Certification of Compliance is filed by the Employer and approved by FPPA.
9. Part-time **Police Officers**, if applicable, hired by the **CITY OF FORT LUPTON** after the effective date of entry **shall not** participate in the Statewide Money Purchase Plan administered by FPPA.
10. Part-time Police Officers employed by the **CITY OF FORT LUPTON** on the effective date **will not** participate in the Statewide Money Purchase Plan.
11. In addition to this Resolution, **CITY OF FORT LUPTON** understands that it must make the certifications contained in the "Form of Certification of Compliance" attached hereto as [Exhibit C](#) and which must be completed as the final Certification of Compliance by the employer. Entry into the Statewide Retirement Plan is not complete and final until the Certification is made and filed with FPPA.
12. The **CITY OF FORT LUPTON**, in conjunction with the FPPA, will prepare a disclosure statement which compare the main provisions of the Local Money Purchase Plan and the Component or Components offered under the FPPA Statewide Retirement Plan, as applicable. Said disclosure statement will be submitted to FPPA for approval. The Employer will submit the approved disclosure statement to all eligible members at least 10 days prior to the deadline for making individual elections.

#### MEMBER SELECTION

13. In conjunction with FPPA, the **CITY OF FORT LUPTON** shall implement a procedure for making individual selections of plan options for all eligible members pursuant to the rules and procedures established by FPPA.

The **CITY OF FORT LUPTON** understands that if the certification of compliance for coverage under the FPPA Statewide Retirement Plan is accepted, all future members of the **Police Department** who would have been covered under the Local Money Purchase Plan, will be covered under the **Defined Benefit Component** of the FPPA Statewide Retirement Plan.

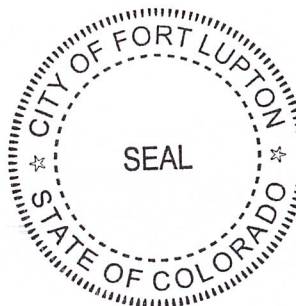
That this resolution of intent shall be certified and transmitted to FPPA for processing in accordance with all applicable law and regulations as part of the application process.

RESOLVED AND ADOPTED this **20<sup>th</sup>** day of **January, 2026**.

City of Fort Lupton, Colorado



Chris Ceretto, Mayor



Attest:



Maricela Peña, City Clerk

Approved as to form:



Andy Ausmus, City Attorney

**Exhibit A**  
**Contribution Rate Schedules for Members hired prior to the effective date of entry**  
**Defined Benefit Component – Contribution Rate Schedule - Reentry Members**

	1.	2.	3.	4.	5.	6.	7.
<i>Effective January 1 of Year</i>	<i>Minimum Mandatory Member Contribution Rate</i>	<i>Minimum Mandatory Employer Contribution Rate</i>	<i>Total Combined Member and Employer Contribution Rate</i>	<i>Additional required rate for Reentry Members *</i>	<i>Additional required rate for Reentry Employers *</i>	<i>Total Required Rate for Reentry Members</i>	<i>Portion of the Member contribution to be paid "after-tax"</i>
2026	12.0%	11.0%	23.0%	<b>.95%</b>	.95%	24.9%	0.95%
2027	12.0%	11.5%	23.5%	<b>.95%</b>	.95%	25.4%	0.95%
2028	12.0%	12.0%	24.0%	<b>1.9%</b>	0	25.9%	1.9%
2029	12.0%	12.5%	24.5%	<b>1.9%</b>	0	26.4%	1.9%
2030 and thereafter	12.0%	13.0%	25.0%	<b>1.9%</b>	0	26.9%	1.9%

- **Additional required rate of contribution for this Component is 1.9%. This additional required contribution can be paid by the Member, Employer, or split 50%/50%.**

**Exhibit B**  
**Contribution Rate Schedule for Members Hired After the Effective Date of Reentry**

**Defined Benefit Component- Contribution Rate Schedule**

	<i>1.</i>	<i>2.</i>	<i>3.</i>
<i>Effective January 1 of Year</i>	<i>Minimum Mandatory Member Contribution Rate</i>	<i>Minimum Mandatory Employer Contribution Rate</i>	<i>Total Combined Member and Employer Contribution Rate</i>
<i>2026</i>	<i>12.0%</i>	<i>11.0%</i>	<i>23.0%</i>
<i>2027</i>	<i>12.0%</i>	<i>11.5%</i>	<i>23.5%</i>
<i>2028</i>	<i>12.0%</i>	<i>12.0%</i>	<i>24.0%</i>
<i>2029</i>	<i>12.0%</i>	<i>12.5%</i>	<i>24.5%</i>
<i>2030 and thereafter</i>	<i>12.0%</i>	<i>13.0%</i>	<i>25.0%</i>

**Exhibit C**  
**Form of Certification of Compliance**

In order to comply with FPPA Rules and Regulations, Rule 702 it is necessary for **CITY OF FORT LUPTON** to certify the following to the FPPA Board of Directors:

- a) the **CITY OF FORT LUPTON** Police Department's Local Money Purchase Plan meets the qualification requirements of the Federal "Internal Revenue Code of 1986" that are applicable to governmental plans;
- b) by separate action **CITY OF FORT LUPTON** has adopted a Resolution to partially terminate participation in the Local Money Purchase Plan in accordance with the terms of that plan;
- c) the Resolution partially terminating participation does not adversely affect the qualified status of the Local Money Purchase Plan;
- d) the rights of the members in the Local Money Purchase Plan who were affected by the partial termination of the Local Money Purchase Plan to benefits accrued to the date of termination are non-forfeitable;
- e) active Members in the Local Money Purchase Plan who have so elected (the Transferred Members), as of the Effective Date shall become Members in the FPPA Statewide Retirement Plan;
- f) the Employer will transfer or cause to be transferred to the FPPA Statewide Retirement Plan all assets of the Local Money Purchase Plan that are attributable to the accrued benefits of the Transferred Members, pursuant to the procedure established by the Board;
- g) all Employer and Member contributions required to be made to the Local Money Purchase Plan as of the date of the partial termination have been made;
- h) Transferred Members in the Local Money Purchase Plan shall not incur a reduction in their account balances in their Local Money Purchase Plan, determined as of the Effective Date, as a result of their transfer to the FPPA Statewide Retirement Plan. For vesting purposes with regard to the Local Money Purchase Plan account balances and with regard to the Money Purchase Component of the FPPA Statewide Retirement Plan, years of service in the Local Money Purchase Plan shall be combined with Years of Service in the Money Purchase Component of the FPPA Statewide Retirement Plan. For vesting purposes with regard to the Defined Benefit Component, Years of Service Credit shall be based upon service credit either earned or purchased while in the FPPA Statewide Retirement Plan; and
- i) The Employer agrees to participate in the FPPA Statewide Retirement Plan and to be bound by the terms of the FPPA Statewide Retirement Plan and the decisions and actions of the Board with respect to the FPPA Statewide Retirement Plan;
- j) All Members hired on or after **July 4, 2026**, the Effective Date for New Hires, shall participate in the FPPA Statewide Retirement Plan Component, as previously determined by the Employer;

k) There are outstanding loans, liens, assignments, court order including domestic relations orders, or other types of encumbrances of any nature against any funds transferred to the Statewide Retirement Plan by the Trustee of the local money purchase plan. The Employer will notify FPPA at the time of transfer of any pending domestic relations orders.



**SUBJECT FOR DISCUSSION**

Approving a Resolution for 2026 Outdoor Water Restrictions.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The City of Fort Lupton’s Drought Mitigation Plan and Northern Colorado Water Conservancy District provide information regarding irrigation restrictions, benefits to water restriction and should be implemented on an annual basis. The proposed resolution defines the Year 2026 Water Restrictions, which will begin May 1, 2026 ending August 31, 2026.

The Resolution includes exemptions for new sod or seed, vehicle washing with shut-off nozzles and commercial car washes.

Previous resolutions included exemptions for Coyote Creek Golf Course and City Parks. Both of these facilities are irrigated with nonpotable water systems. The exemption to the restrictions for nonpotable irrigation have been removed, requiring the same water smart policies for nonpotable water use.

**FINANCIAL CONSIDERATIONS**

Reducing water use will reduce income from water sales.

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**ALTERNATIVES/OPTIONS**

- A. Approve resolution.
- B. Do not approve.
- C. Consider more strict restrictions.

**STAFF RECOMMENDATIONS**

Staff recommends approval of the Resolution to implement water conservation for the City for the 2026 season.

**Attachments:**                    a. Proposed Resolution.

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

**RESOLUTION 2026Rxx**

**A RESOLUTION OF THE CITY OF FORT LUPTON CITY COUNCIL APPROVING WATER USE RESTRICTIONS FOR 2026**

**WHEREAS**, Colorado and the Front Range region continue drought conditions outlook for the coming year, necessitating increased water conservation and other mitigation measures; and

**WHEREAS**, Fort Lupton and Colorado-Big Thompson Project is included in that drought area and may experience reduction or other limitations in its water supplies; and

**WHEREAS**, certain measures are necessitated to protect the community's water supplies due to the drought; and

**WHEREAS**, due to heat and other natural processes, outdoor watering during the day evaporates much faster than watering during the evening thus requiring more water to accomplish the same task; and

**WHEREAS**, the Fort Lupton Municipal Code requires publication in the newspaper prior to the effective date of the restriction and such notice shall be published; and

**WHEREAS**, there is the need to implement exemptions; watering for Commercial Car Wash(s) and newly installed lawns.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Fort Lupton approves the 2026 water restrictions as defined in Exhibit "A".

**APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL, ACTING AS THE UTILITY ENTERPRISE BOARD THIS 7<sup>th</sup> DAY OF APRIL, 2026.**

City of Fort Lupton, Colorado

\_\_\_\_\_  
Chris Ceretto, Mayor

Attest:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney

**Exhibit A**

**CITY OF FORT LUPTON  
2026 WATER USE RESTRICTIONS**

1. No outside watering will be allowed between the hours of 10:00 am and 6:00 pm from May 1, 2026 through August 31, 2026.
2. Exceptions/Exclusions:
  - a. New lawns (new sod or seed) may receive one three-week waiver, per address, per calendar year, to be allowed to water during restricted times. Waivers must be applied for at City Hall and once received, must be prominently displayed in a window facing the street or, if there is no window, a door facing the street will be accepted. Waivers will be granted during the period May 1, 2026 through August 31, 2026.
  - b. Vehicles may be washed at residential locations, provided that bucket or a hand-held hose attached to a shut-off nozzle is utilized. Washing a car during prohibited times with a hose that does not contain a shut-off nozzle will be considered a violation of the outdoor water use restrictions.
  - c. Commercial car washes.



**SUBJECT FOR DISCUSSION**

Approve Continuation of Current Terms of Intergovernmental Agreement with CDOT for Maintenance Services on Hwy 52 and US 85B (Denver Avenue).

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The State has the responsibility to maintain state highways and contracts with local agencies for assistance to maintain the roadways within the jurisdiction. The annual payment by the state to the city will be \$12,257.58 for 19.907 lane miles of US 85B (Denver Ave) and Hwy 52 (1<sup>st</sup> Street from MP19.64 to MP 24.44).

Contracted maintenance functions include:

- Pavement patching / minor repairs,
- Crack sealing pavements
- Base stabilization and repair,
- Fence cleaning and maintenance,
- Sign post installation, maintenance and replacement,
- Delineator, reference post installation, maintenance and replacement,
- Guard rail maintenance, installation and replacement,
- Bridge / Structure painting,
- Snow removal and traction application.

The annual payment by the state to the city will be \$12,257.58 (\$725.00 / lane mile).

City public works is capable of performing these maintenance activities and has done so in the past. The contract agreement period is for 5-years.

**FINANCIAL CONSIDERATIONS**

The City receives \$9,439.50 per year under the current CDOT maintenance contract. The General Fund budget for 2026 will include the increase to \$12,257.58.

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**ALTERNATIVES/OPTIONS**

*Acceptance and signing of the agreement is required to receive the funds.*

1. Execute agreement with CDOT
2. Do not execute.

**STAFF RECOMMENDATIONS**

Staff recommends authorizing the Mayor’s signature on the Contract Agreement with CDOT

**Attachments:** a. Draft Agreement. – signing document to be sent by CDOT

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

(State \$HWY Mtce)  
CITY OF FORT LUPTON

Rev 10/03  
Region: R4 (BH)

### CONTRACT

**THIS AGREEMENT is entered into by and between CITY OF FORT LUPTON (hereinafter called the "Local Agency" or "Contractor"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").**

#### **RECITALS**

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$61,287.90.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns.
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain Highway maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost.
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth.
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

#### **THE PARTIES NOW AGREE THAT:**

##### **Section 1. Scope of Work**

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

##### **Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 21 of this Contract
2. This Contract
3. **Exhibit F** (General Provisions)
4. **Exhibit A** (Scope of Work)
5. **Exhibit C** (Option Letter)
6. **Exhibit D** (Encumbrance Letter).
7. **Exhibit E** (PII Certification)
8. **Exhibit B** (Local Agency Resolution)

##### **Section 3. Term**

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2026, whichever is later. The term of this contract shall terminate on June 30, 2031. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

#### Section 4. Project Funding and Payment Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. Subject to the terms of this Contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's statements, as provided herein.
- C. The Local Agency will provide Maintenance Services as described in **Exhibit A**, for a **total maximum amount of \$12,257.58 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$61,287.90**. The negotiated rate per mile shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- D. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

#### Section 5: State & Local Agency Commitments:

- A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the highway miles as listed on **Exhibit A**. As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Local Agency shall obtain a copy of that Manual from the State before it performs any Maintenance Services under this contract. Maintenance Services do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Local Agency shall give the State immediate notice of the existence of any such conditions on the Highways.)
  - 1. Maintenance Services to be performed by the Local Agency, at State expense, for the Highways under this contract shall include (without limitation) the following services:
    - a. Removal of snow, sanding and salting.
    - b. Patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts.
    - c. Painting of bridges, of other structures, and of highway appurtenances.
    - d. Warning the State's representative of any "dangerous condition" (as defined in §24-10-103(1.3) C.R.S., as amended), and/or repairing that condition.
    - e. Inspecting State Highway signing and regulatory devices on the Highways at least weekly and notifying the State's Regional Transportation Director as soon as the Local Agency has notice of any State Highway signing and regulatory devices in need of repair.
  - 2. Local Agency shall also continue to perform, at its own expense, all activities/duties on the Highways that Local Agency is required to perform by §43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, excluding storm sewers.

- C. The Local Agency shall perform all Maintenance Services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or their representative, shall determine the then current applicable maintenance standards for the Maintenance Services. Any standards/directions provided by the State's representative to the Local Agency concerning the Maintenance Services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.
- D. The Local Agency shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this contract. The State reserves the right to determine the proper quantity and quality of the Maintenance Services performed by the Local Agency, as well as the adequacy of such services, under this contract. The State may withhold payment, if necessary, until Local Agency performs the Maintenance Services to the State's satisfaction. The State will notify the Local Agency in writing of any deficiency in the Maintenance Services. The Local Agency shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Local Agency, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Local Agency, or to bill the Local Agency for such work.

### **Section 6. Record Keeping**

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

### **Section 7. Termination Provisions**

This contract may be terminated as follows:

- A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the

State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

- D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

### **Section 8. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

### **Section 9. Representatives and Notice**

The State will provide liaison with the Local Agency through the State's Region Director, Region R4, . Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region R4 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

#### **If to State**

CDOT Region: R4  
Tom Aguilar  
Project Manager  
10601 West 10th Street  
Greeley, CO 80634  
970-302-2045

#### **If to the Local Agency**

City of Fort Lupton  
Chris Cross  
City Administrator  
130 South Mckinley Avenue  
Fort Lupton, CO 80621  
303-857-6694

### **Section 10. Successors**

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

### **Section 11. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### **Section 12. Governmental Immunity**

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-

10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

### **Section 13. Severability**

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

### **Section 14. Waiver**

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

### **Section 15. Entire Understanding**

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

### **Section 16. Survival of Contract Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

### **Section 17. Modification and Amendment**

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

#### **A. Amendment**

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

#### **B. Option Letter**

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until

signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

**C. State Encumbrance Letter**

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

**Section 18. Disputes**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**Section 19. Does not supersede other agreements**

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

**Section 20. Subcontractors**

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

**Section 21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.**

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR**

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set forth herein. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW.**

Local Agency shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Local Agency harmless; requires the State to agree to binding arbitration; limits Local Agency's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**Section 22. SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

\* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;"><b>LOCAL AGENCY CITY OF FORT LUPTON</b></p> <p>By: _____ *Signature</p> <p>Name: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO Jared S. Polis Department of Transportation</b></p> <p>By _____ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p style="text-align: center;"><b>SECOND LOCAL AGENCY SIGNATURE, IF NEEDED CITY OF FORT LUPTON</b></p> <p>By: _____ *Signature</p> <p>Name: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General</b></p> <p>By _____ Signature – Assistant Attorney General</p> <p>Date: _____</p>

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.**

<p style="text-align: center;"><b>STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Colorado Department of Transportation</p> <p>Date: _____</p>
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# Exhibit A - Scope of Work

## Colorado Department of Transportation Scope of work for Maintenance performed duties by the City of Fort Lupton.

The Local Agency shall perform all "maintenance services" for the State Highway and US Highway System segments described herein, US 85E MP 0.000 to MP 1.515, SH52A MP 19.643 to MP 24.440, located within the Local Agency's jurisdiction, for a total of 6.312 center line miles which is equivalent to 16.907 lane miles, as detailed in Exhibit A, attached hereto and incorporated herein by this reference. To include current and future park-and-ride locations within the local Agencies jurisdiction. All work will be performed in accordance to standards set by the state maintenance section.

Section 43-2-102 and 103, C.R.S require the state to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;

The parties also intend that the Local Agency shall remain responsible to perform any services and duties on state highways that are the responsibility of the Local Agency under applicable law, at its own cost;

The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

### US 85E

MP 0.000 to MP 1.515  
4.310 lane miles

### SH52A

MP 19.643 toMP 24.440  
12.597 lane miles

\$12,257.58 per year payment  
to The City of Ft. Lupton

16.907 lane miles  
x \$725.00 per lane mile

\$12,257.58 per year payment  
x 5 years  
\$61,287.90 Total Cost

**FLEXIBLE PAVEMENT PATCHING/ MINOR REPAIRS**

Patching small areas of bituminous roadway curb and ditch to correct abrupt depressions, potholes, edge failure or surface cracking, buckling, or spalling. Includes work with the small patch machine, curb machine and planning done with motor grader. All hand patching and minor curb and gutter repair of bituminous material to be shown under this activity.

**RIGID PAVEMENT PATCHING/ MINOR REPAIRS**

Patching small areas of concrete roadway, curb and ditch to correct abrupt depressions, potholes, edge failure or surface cracking, buckling, or spalling. Includes patching of P.C.C. pavement with bituminous concrete. All hand patching and minor curb and gutter repair of concrete material to be shown under this activity.

**CRACK SEALING FLEXIBLE PAVEMENT- HAND**

Deterioration of bituminous pavement due to excessive cracking and spalling. Cleaning and filling cracks in roadway surface with crack filler material to prevent spalling and entry of water and debris.

**CRACK & JOINT SEALING RIGID PAVEMENT-HAND**

Deterioration of concrete pavement due to excessive cracking, spalling and joint failure. Cleaning and filling cracks and joints in roadway surface with crack and joint filler material to prevent spalling and e of water and debris. Includes routing joints, and replacement of backer rods and joints.

**BASE STABILIZATION AND REPAIR**

Removal and replacement of base and surface material using premixed bituminous material and/or required base material to correct severe cracking, upheavals, and base failures. Includes raising and leveling concrete slabs by mud jacking.

**FENCE, GATE, CATTLEGUARD CLEANING & MAINTENANCE**

Repair, replace or install fence, cattle guards and gates located on or within the Right-of-Way limits. Clean dirt, vegetation or debris from the fence line. Also includes any fence taken down and not replaced (with landowner consent, if applicable).

**SINGLE POST SIGN - INSTALLATION, MAINTENANCE & REPLACEMENT**

Install, replace or repair signs and signposts damaged by accident, vandalism or deterioration. Includes single-posted outdoor advertising signs, mailbox repair, and all breakaway features on signs. Report to this Activity when new signs are being installed where none previously existed or when removing single-posted outdoor advertising signs.

**MULTI POST SIGN - INSTALLATION, MAINTENANCE & REPLACEMENT**

Install, replace or repair signs and signposts damaged by accident, vandalism or deterioration. Includes two or more posted outdoor advertising signs, mailbox repair, and all breakaway features on signs. Report to this Activity when new signs are being installed where none previously existed or when removing multi-posted outdoor advertising signs.

**DELINEATOR, REFERENCE POST INSTALLATION, MAINTENANCE & REPLACEMENT** Install, straighten, paint, clean or replace delineator posts, reflectors, or reference posts to maintain desired traffic control. Includes the posts for delineators and reference posts (mile marker posts) and guardrail and median barrier delineation.

**METAL GUARD RAIL MAINTENANCE, INSTALLATION, STRAIGHTENING**

New installation, repair, replace, clean or remove rail sections, SRT or Safety end treatments, post and hardware damaged by accident, vandalism or normal deterioration. Includes damaged metal guardrail with straightening machine.

**CONCRETE GUARDRAIL MAINTENANCE & INSTALLATION**

Repair, installation and maintenance of all concrete guardrail.

**BRIDGE / STRUCTURE PAINTING**

Painting of all structural members and railings to prevent deterioration. This will include the preparation for painting. Also includes painting done to cover graffiti.

**SNOW REMOVAL & TRACTION APPLICATION (SANDING, DEICERS)**

Removing snow, ice and slush from the roadway, shoulders and ramps; plowing or blading with trucks or graders to keep roads open and reduce weather related hazardous driving conditions, including the application of chemicals and abrasives to continuous sections of roadway or isolated spots.

**EXHIBIT B – LOCAL AGENCY RESOLUTION**

**LOCAL AGENCY  
ORDINANCE  
or  
RESOLUTION  
(if applicable)**

**EXHIBIT C - SAMPLE OPTION LETTER**

**SAMPLE IGA OPTION LETTER**

**Highway or Traffic Maintenance**

(This option has been created by the Office of the State Controller for CDOT use only)

<b>Date:</b> _____	<b>State Fiscal Year:</b> _____	<b>Option Letter No.</b> _____	<b>Routing #</b> _____
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Vendor name: \_\_\_\_\_

**1) SUBJECT:**

Change in the amount of goods within current term.

**2) REQUIRED PROVISIONS:**

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by \$ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to \$amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to \$amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to \$amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is \$insert accumulated/total encumbrance amount.

**3) EFFECTIVE DATE:**

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

**APPROVALS:**

State of Colorado:

**JARED S. POLIS, GOVERNOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.**

**State Controller  
Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Form date: August 16, 2013

**EXHIBIT D – SAMPLE ENCUMBRANCE LETTER**

**ENCUMBRANCE LETTER**

Date: [ ]	State Fiscal Year: [ ]	Encumbrance Letter No. [ ]	Routing #: [ ]
		Orig. IGA: [ ]	PO: [ ]

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year Year.

The amount to be encumbered by this Encumbrance Letter is \$Amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is \$Insert New \$ Amt.

3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller.

**STATE OF COLORADO**  
**Jared S. Polis, GOVERNOR**  
Department of Transportation

By: \_\_\_\_\_  
Keith Stefanik, P.E., Chief Engineer  
(For) Shoshana M. Lew, Executive Director

Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Department of Transportation

Date: \_\_\_\_\_

**EXHIBIT E**

**PII Certification**

**STATE OF COLORADO**

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A  
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit F**

### **General Provisions**

#### **General Provisions**

**A. Assignment**

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

**B. Subcontracts**

Local Agency shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Local Agency enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Local Agency shall also contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

**C. Binding Effect**

Except as otherwise provided in §A of this exhibit, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

**D. Authority**

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

L. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § A of this exhibit, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

S. Indemnification

i. General Indemnification

Local Agency shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Local Agency, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, or Subcontractors.

iii. Intellectual Property Indemnification

Local Agency shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Local Agency shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

T. Accessibility

- i. Local Agency shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
- ii. The State may require Local Agency's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Local Agency to review the selection of the third party. Local Agency shall be responsible for all costs associated with the third-party

vendor's assessment. If Local Agency is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Local Agency shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

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**SUBJECT FOR DISCUSSION**

Approving a Resolution Reappointing Al Mowrer to the Historic Preservation Board for a Three-Year Term to Expire April 7, 2029.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The Historic Preservation Board has a member whose term has expired and has expressed interest in continuing to serve the board. Al Mowrer is seeking reappointment to the Historic Preservation Board. Mr. Mowrer resides within the City of Fort Lupton and has been on the Board for many years. His experience as a professional woodworker/carpenter along with his Board experience will prove valuable to the tasks encountered in historical designation and preservation which will be valuable to the Historic Preservation Board’s mission.

**FINANCIAL CONSIDERATIONS**

N/A

**LEGAL/POLITICAL CONSIDERATIONS**

N/A

**ALTERNATIVES/OPTIONS**

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

**STAFF RECOMMENDATIONS**

Staff recommends approval of Al Mowrer’s reappointment to the Historic Preservation Board for a three (3) year term.

**Attachments:**                    a. Proposed Resolution

**RESOLUTION NO. 2026Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE REAPPOINTMENT OF AL MOWRER AS A PROFESSIONAL MEMBER OF THE HISTORIC PRESERVATION BOARD FOR A THREE-YEAR TERM BEGINNING APRIL 7, 2026 AND EXPIRING APRIL 7, 2029.**

**WHEREAS**, Al Mowrer’s term on the Historic Preservation Board has expired; and

**WHEREAS**, Al Mowrer has expressed interest in continuing to serve on the Historic Preservation Board; and

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council appoint Al Mowrer for a three-year term expiring on April 7, 2029 to the Historic Preservation Board.

**APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7<sup>th</sup> OF APRIL 2026.**

City of Fort Lupton, Colorado

\_\_\_\_\_  
Chris Ceretto, Mayor

Attest:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney



**SUBJECT FOR DISCUSSION**

Approving a Resolution Appointing Kathy Kvasnicka as a Regular Member of the Historic Preservation Board for a Three-year Term to Expire April 7, 2029.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The Historic Preservation Board has a member whose term has expired and has expressed interest in continuing to serve the board. Kathy Kvasnicka is seeking reappointment to the Historic Preservation Board. Her experience on this board along with several other boards in the city will prove valuable to the tasks encountered in historical designation and preservation which will be valuable to the Historic Preservation Board’s mission.

**FINANCIAL CONSIDERATIONS**

None.

**LEGAL/POLITICAL CONSIDERATIONS**

None.

**ALTERNATIVES/OPTIONS**

- 1) Approve the Resolution
- 2) Deny the Proposed Resolution

**STAFF RECOMMENDATIONS**

Staff recommends approval of Kathy Kvasnicka’s appointment to the Historic Preservation Board for a term to expire on April 7, 2029.

**Attachments:** a. Proposed Resolution

**RESOLUTION NO. 2026Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE REAPPOINTMENT OF KATHY KVASNICKA AS A MEMBER OF THE HISTORIC PRESERVATION BOARD FOR A THREE-YEAR TERM BEGINNING APRIL 7, 2026 AND EXPIRING APRIL 7, 2029.**

**WHEREAS**, Kathy Kvasnicka’s term on the Historic Preservation Board has expired; and

**WHEREAS**, Kathy Kvasnicka has expressed interest in continuing to serve on the Historic Preservation Board; and

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council appoint Kathy Kvasnicka for a three-year term expiring on April 7, 2029 to the Historic Preservation Board.

**APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7<sup>th</sup> OF APRIL 2026.**

City of Fort Lupton, Colorado

\_\_\_\_\_  
Chris Ceretto, Mayor

Attest:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney



**SUBJECT FOR DISCUSSION**

Approving a Resolution Authorizing the Use of Colorado’s Department of Local Affairs (DOLA) Fast Track Incentive Fund Award Through the Local Planning Capacity Grant (LPC) Program for the Digitization of Project Files and the Preparation of the Water Supply Element of the Comprehensive Plan for an Award Total of \$50,000.00.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

To incentivize the early adoption of Proposition 123 Fast Track expedited review processes for affordable housing projects in local jurisdictions, DOLA offered a \$50,000.00 award to jurisdictions that demonstrated that their local processes met the standards outlined in C.R.S 29-32-105 by the end of 2025. Fort Lupton expressed its commitment to and demonstrated its expedited review policies with Resolution 2025R060, which was approved by City Council on December 2, 2025. DOLA approved the City’s expedited review met applicable criteria on December 22, 2025, making the City eligible for the incentive award funding. As a requirement to redeem the \$50,000.00 incentive award funding, City Council must approve a resolution supporting the City’s proposed use for the funding.

Staff plans to use the \$50,000.00 for the following two tasks, both of which have been deemed eligible by DOLA:

- Hiring a consultant to complete the Water Supply Element of the Comprehensive Plan.
- Hiring consultant(s) to digitize paper project and address files to help make project reviews and property research more efficient for staff, applicants, and property owners.

**FINANCIAL CONSIDERATIONS**

The \$50,000.00 incentive award does not include a match requirement, meaning the project will not involve City funds.

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**ALTERNATIVES/OPTIONS**

- A. Proceed with a formal resolution authorizing the City’s proposed use of the incentive funds from the LPC grant program.
- B. Do not proceed with a formal resolution authorizing the City’s proposed use of the incentive funds from the LPC grant program.

**STAFF RECOMMENDATIONS**

Staff recommends approval of this resolution formally supporting staff to submit the City’s project scope for the LPC grant program.

**Attachments:**                    a.    Proposed Resolution

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**RESOLUTION NO. 2026xxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING THE SUBMITTAL OF A FUNDING REQUEST TO DOLA'S LOCAL PLANNING CAPACITY GRANT PROGRAM TO UTILIZE THE FAST TRACK INCENTIVE FUND AWARD FOR AN AMOUNT OF \$50,000.00.**

**WHEREAS**, the voters of Colorado approved Proposition 123 in 2022 creating the State Affordable Housing Fund to make certain funds available to local governments as defined by C.R.S. 29-32-104; and

**WHEREAS**, the City of Fort Lupton, Colorado is a statutory municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado and is eligible for Proposition 123 funding and programing; and

**WHEREAS**, the City of Fort Lupton, having adopted policies and procedures to expedite the development review process for affordable housing, has received confirmation from Colorado's Department of Local Affairs (DOLA) that these policies and procedures meet the statutory requirements of as required by C.R.S. 29-32-105 via email and letter on December 22, 2025; and

**WHEREAS**, Colorado's Department of Local Affairs (DOLA) announced that early adoption of expedited review would qualify local governments for up to fifty thousand dollars of incentive funding through the Local Planning Capacity (LPC) grant program; and

**WHEREAS**, in order to redeem the incentive award funding, DOLA requires an "official action" to be taken by the Fort Lupton City Council demonstrating support of the proposed project; and

**WHEREAS**, to further identify the capacity for affordable housing and to support the expedited review of affordable housing projects, the City intends to use the incentive award funding for the digitization of files and completion of the City's Water Supply Element in the Comprehensive Plan.

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council supports the proposed project entitled "Fort Lupton – Water Supply Element and Record Digitization to Support Expedited Reviews" for use of the \$50,000.00 incentive award funding from DOLA and authorizes the execution of the grant agreements necessary for the LPC grant program.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE FORT LUPTON CITY COUNCIL THIS 7<sup>th</sup> DAY OF APRIL, 2026.**

City of Fort Lupton, Colorado

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Chris Ceretto, Mayor

Attest:

---

Maricela Peña, City Clerk

Approved as to form:

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Andy Ausmus, City Attorney



**SUBJECT FOR DISCUSSION**

Approving a Resolution Authorizing the City Administrator’s Signature on a Memorandum of Understanding Between the City of Fort Lupton, Colorado Department of Local Affairs (DOLA) and the University of Colorado Denver Colorado Center for Community Development (CU Denver) for the Preparation of a Wayfinding Master Plan for a Project Cost Estimate of \$7,120.00 and Accepting DOLA’s Contribution of \$2,848.00.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The University of Colorado Denver’s University Technical Assistance Program (UTAP) provides technical assistance to local jurisdictions with funding from DOLA, with student employees completing project work and design with oversight from the Community Development Specialist for CU Denver. The City has requested assistance in developing a Wayfinding Master Plan, which would evaluate existing signage in Fort Lupton and develop a plan to improve wayfinding signage in a way that addresses inefficiencies and utilizes placemaking to create a cohesive community identity and appeal to visitors.

Improving and beautifying the City with wayfinding signage has been identified in the ongoing Comprehensive Plan, Transportation Plan, and Parks and Trails Master Plan efforts and this project would help include wayfinding in the ongoing efforts and prepare the City to take action based on the final goals and policies of the plan updates.

**FINANCIAL CONSIDERATIONS**

The total project cost would be \$7,120.00, with DOLA contributing \$2,848.00 (40% of the total project cost) and the City paying \$4,272.00 (60% of the total project cost), which would come out of the Community Development “Plans and Studies” budget line item.

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**ALTERNATIVES/OPTIONS**

- A. Approve the resolution authorizing the City Administrator to sign the proposed MOU and accepting the DOLA contribution.
- B. Do not approve the resolution authorizing the City Administrator to sign the proposed MOU and accepting the DOLA contribution.
- C. Consider moving forward with the proposed project at a later date.

**STAFF RECOMMENDATIONS**

Staff recommends approval of this resolution formally authorizing the City Administrator to sign the MOU between DOLA and CU Denver and accepting the DOLA fund contribution of \$2,848.00.

- Attachments:**
- a. Resolution
  - b. Proposed MOU and Scope (Exhibit A)

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**RESOLUTION NO. 2026Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) AND UNIVERSITY OF COLORADO DENVER COLORADO CENTER FOR COMMUNITY DEVELOPMENT FOR A WAYFINDING MASTER PLAN FOR AN AMOUNT OF \$7,120.00 AND ACCEPTING DOLA'S CONTRIBUTION OF \$2,848.00.**

**WHEREAS**, improving and beautifying the City with wayfinding signage has been identified as a key theme in the ongoing Comprehensive Plan, Transportation Plan, and Parks and Trails Master Plan community engagement events; and

**WHEREAS**, a Wayfinding Master Plan would help the City identify gaps and opportunities to improve wayfinding signage and community identity that can be implemented through the Comprehensive Plan, Transportation Plan, and Parks and Trails Master Plan; and

**WHEREAS**, these Colorado's Department of Local Affairs (DOLA) has contracted with the University of Colorado Denver Colorado Center for Community Development (CU Denver), to provide technical assistance in a 64-county area of Colorado, including for Wayfinding Design; and

**WHEREAS**, the DOLA and CU Denver desire to assist local governments and political subdivisions of the State that are experiencing social and economic impacts resulting from the development of energy/mineral resource industries in Colorado, and

**WHEREAS**, the City has committed to pay a sixty percent monetary match of \$4,272.00 towards the total project cost.

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council has determined that the Wayfinding Master Plan project is needed and directs the City Administrator to execute the Memorandum of Understanding with DOLA and CU Denver as outlined in Exhibit A and accepts DOLA's monetary contribution to the project of \$2,848.00.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE FORT LUPTON CITY COUNCIL THIS 7<sup>th</sup> DAY OF APRIL, 2026.**

City of Fort Lupton, Colorado:

\_\_\_\_\_  
Chris Ceretto, Mayor

ATTEST:

---

Maricela Peña, City Clerk

Approved to Form:

---

Andy Ausmus, City Attorney

MEMORANDUM OF UNDERSTANDING

Between

Colorado Department of Local Affairs – University of Colorado Denver, Colorado Center for Community Development

And

**Fort Lupton, Colorado**

WHEREAS, the Colorado Department of Local Affairs, hereinafter DOLA, has contracted with the University of Colorado Denver Colorado Center for Community Development, hereinafter CU Denver, to provide technical assistance in a 64-county area of Colorado, and

WHEREAS, **Fort Lupton, Colorado**, hereinafter the **City** (130 S. McKinley Ave., Fort Lupton, CO 80621), has requested assistance through this program to assist in **Wayfinding Design**, and

WHEREAS, the DOLA and CU Denver desire to assist local governments and political subdivisions of the State that are experiencing social and economic impacts resulting from the development of energy/mineral resource industries in Colorado, and,

WHEREAS, it is necessary and desirable to specify these services, the desired end products, and the responsibilities of both the DOLA, CU Denver, and the **City of Fort Lupton** in completing this project,

NOW, THEREFORE, it is hereby agreed that:

**I. SCOPE OF WORK**

CU Denver shall provide services to the **City of Fort Lupton** as detailed in Attachment A-Scope of Services Dated February 9, 2026.

**II. COST ESTIMATE**

Work will be billed to the **City of Fort Lupton** at completion of the final work task. It is estimated that work on this project will be **\$7120.00** and the **City of Fort Lupton** is requested to contribute or match a not to exceed amount of **\$4272.00** of the project costs to cover the time, travel, expenses, follow-up review and preparation of the final documents.

**III. PAYMENTS**

CU Denver shall submit an invoice to **City of Fort Lupton** upon completion of services for the **City of Fort Lupton** contribution of **\$4272.00**. Invoices will be sent to the following:

**City Administrator Chris Cross**

[ccross@fortluptonco.gov](mailto:ccross@fortluptonco.gov)

130 S. McKinley Ave.

Fort Lupton, CO 80621

Phone: **720-466-6103**

Payments, identifying a CU Denver invoice number, will be sent within 30 days of invoice to:

University of Colorado Denver  
ATTN: Michelle Haynes  
Manager of Grants and Contracts  
Campus Box 126, P.O. Box 173364  
Denver CO 80217-3364

#### **IV. Department and Community Responsibilities**

CU Denver will provide the personnel and administrative oversight to accomplish the objectives as described. Student Employees of CU Denver may do some necessary research, plans, and prepare documents in accordance with the scope of work. Supervision of the students and their work tasks rests with **Jennifer Kovarik**, Community Development Specialist for CU Denver. **Chris LaMay**, Regional Manager will monitor the Project on behalf of DOLA.

#### **V. Period of Performance**

This agreement will be deemed valid by the authorized signatures and it is anticipated that work can begin when fully executed and completed by **10/31/27**.

#### **VI. Changes and Termination**

The CU Denver Technical Assistance Program, the Colorado Department of Local Affairs, or the **City of Fort Lupton** may, from time to time require changes in the Scope of Services of this agreement. In the event changes are required they must be made with the agreement of all parties. Either party may terminate this agreement by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the proposed date of termination.

**VII. Agreement**

For: **City of Fort Lupton**

\_\_\_\_\_  
Signature and Date Title: \_\_\_\_\_

For: Department of Local Affairs

\_\_\_\_\_  
Signature and Date Title: Regional Manager

For: University of Colorado Denver, Colorado Center for Community Development

\_\_\_\_\_  
Signature and Date Title: Assistant Dean of Finance and Administration

For: Community Technical Assistance Program

\_\_\_\_\_  
Signature and Date Title: Community Development Specialist

**Attachment A – Scope of Services**  
Fort Lupton, Colorado, Wayfinding Design  
University Technical Assistance Program (UTAP)  
University of Colorado, Denver, CCCD-DOLA Program.  
February 09, 2026

The City of Fort Lupton needs a Wayfinding Master Plan to address signage inconsistencies and improve multimodal orientation to community amenities. The University Technical Assistance Program (UTAP) has been requested to provide the wayfinding design services. Evaluating the existing signage and wayfinding needs will inform the design of a new family of wayfinding signage that will help address inefficiencies and utilize placemaking to create a cohesive identity to serve the community and encourage visitors to stop and stay awhile. With guidance from the Parks, Public Works, and Planning Departments, the UTAP team can build upon strategic long-term plans. Below are project tasks with a timeline and budget.

## **Work Scope**

This project will consider a range of factors to help determine safe and accessible wayfinding designs and appropriate placement throughout the city. The development of Wayfinding signage will consider a variety of pedestrian and vehicular scales. The exact wayfinding needs will be determined during the project, but can include monumentation signage, directional signage, entry signage, trailhead signage and pathway trail markers. This effort can also include other signage needs and related placemaking, landscape, or art opportunities. Designs can incorporate lighting, contextual and historical influences, sustainable materials, and other design elements.

Student Interns will create functional plans and renderings of wayfinding signage and associated site plans. This scope includes the Production of a final report as the Wayfinding Master Plan, and this would visually and succinctly capture the process, discussions, presentations, input, site, landscape, and architectural designs. This work is to be coordinated by the City of Fort Lupton to fit project timelines.

Meetings and work tasks for this effort include:

- **Project Kick-off meeting.**
  - To begin this project, we will meet with the city to review and discuss the specific challenges related to this project.
    - During this meeting, the team will tour the town to photograph and document key challenges and locations of current signage inconsistencies and material palettes.
    - This meeting will also help further identify the project goals, key locations, existing signage, and design ideas related to the project. Project Goals will be established and incorporated into all design work.
  - The format and timeframe for any Community Input/Engagement, if desired, can also be discussed.
- **Character and Background Research**
  - A review will be conducted of background material, logos/branding, planning documents, and any other related documentation, such as relevant materials on the website, GIS maps and related information, artwork, precedent, guidelines, etc.
  - Applicable branding, standards, codes, and requirements will be reviewed and incorporated.
  - Character studies and site visits will be conducted to establish suggested materials.
    - Precedent studies and trends for wayfinding in comparable environments can be researched and included. Materials, landscape, historical, and modern-day precedents will be incorporated throughout the design phases.
- **Design Work in the Studio.**

- **Existing Conditions, Mapping, and Analysis:**
  - Existing Conditions will be evaluated, highlighting any current issues/challenges.
  - Opportunities and constraints will be identified for wayfinding locations. This can include information related to the site, traffic, and pedestrian concerns.
  - Mapping and Analysis will be created related to wayfinding locations and needs.
- **Preliminary Designs:** Multiple design iterations, presentations, and discussions will occur in this phase of the project.
  - Building upon the character, background, mapping, and analysis portion of the project, several preliminary designs will be explored and developed with varying contextually appropriate materials.
  - Distinct types of signage, with varying levels of hierarchy, will be considered and identified. Designs will indicate signage style and family. The appropriate hierarchy of scale for key locations, signage materials, colors, font, style, and patterns will also be included.
    - Several iterations of wayfinding designs with various levels of detail in plan and sections will be explored.
    - The use of models will help demonstrate design ideas.
  - Plans for proposed locations of signage will be developed. Landscape elements to accompany signage and monument design will be explored, designed and discussed, if applicable.
- **Community Engagement-** We will assist with community engagement efforts
  - The best time and method for engagement of the community can be determined, and UTAP can obtain input on designs as well as the locations of signage.
  - Engagement results will be documented, discussed, and shared with the clients and included in the report.
- **Preferred Design:**
  - After presenting and discussing Draft Plans, a Preferred design for wayfinding, along with the site plans locating the placement of the wayfinding elements, will be created, discussed, refined, and finalized for the select family of wayfinding.
  - Corresponding maps, phasing plans, and related materials will also be created to communicate the intent for wayfinding implementation.
  - The preferred design would include the family of signage to scale and materials.
  - Renderings, plans, and supportive imagery to share the vision will be created.
  - Opinion of Probable Costs (cost estimate with high and low range) will be generated for each of the suggested preferred design improvements.
- **Coordination**
  - Meetings and Presentations will be arranged throughout the project at key milestones, and as needed. This can be in-person meetings in Fort Lupton or remotely through zoom.
  - Ongoing coordination with the student interns will help define the designs and can be accomplished via email, zoom, and phone conferences.
- **Wayfinding Master Plan Final Report-** Production of a final report document that visually and succinctly captures the process, discussion, presentations, site, and architectural plans and renderings.
  - The report will incorporate the content identified and presented throughout the project.
  - The Wayfinding Design report will be called the Wayfinding Master Plan since it will document the vision, analysis, design, locations, and engagement.
  - The Final Report will be delivered to the clients and can be made available digitally. Hard copies can be provided upon request.
  - Additional Presentation Boards, flyers, and additional materials that share the design intent, vision, and designs will be created upon request.

- Ongoing coordination with the student interns will help define the final report and can be accomplished via site visits, email, and phone/video conferences.

Work is intended to be completed through the design development stage. UTAP cannot stamp or sign or issue drawings for construction under their own title and would need others, if/as acceptable to take over responsibility for permit/construction drawing completion when deemed necessary at the sole discretion of UTAP. Work is supervised by Jennifer Kovarik, University of Colorado- Denver, University Technical Assistance Supervisor within the UTAP program, and prepared by student interns. Chris LaMay, DOLA Field Representative, will administer the DOLA part of this project.

**Timeline**

It is estimated that work can begin with a kick-off meeting in the late spring/ early summer of 2026 after approval of this MOU and Scope. It is thought this work can be completed over the following months with the final report completed by the late summer of 2027. A formal completion date is set for October 31, 2027. The timeline may be expanded or reduced based on the need for other time-extending tasks.

**Budget**

Work will be billed to the City of Fort Lupton after the final work task. It is estimated that work on this project will require \$7120.00 total, to cover the staff work, travel expenses, follow-up review, and preparation of the final documents. The cost of this work is to be covered by the City of Fort Lupton and DOLA Match.

<u>Total Fort Lupton Wayfinding Design</u>	
DOLA Match	\$2848.00
<u>City Match/ Share of cost</u>	<u>\$4272.00</u>
Total	\$7120.00

End of Attachment A



**SUBJECT FOR DISCUSSION**

Authorize the Mayor to Execute an Agreement to Lease 400 Acre Feet of Non-potable Water to 70 Ranch LLC. for the Amount of \$400,000 for the 2026 Calendar Year

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The City has determined that it has sufficient non-potable water available to lease 400 acre feet in 2026. The proposed lease with the 70 Ranch LLC will be satisfied by Fulton Ditch shares, Windy Gap effluent and storage in the Perry Pit Reservoir within the 2026 Calendar Year.

This Lease is for a temporary water supply. 70 Ranch LLC shall have no rights to Leased Water beyond the term of this Lease. 70 Ranch LLC is solely responsible for any water supply it may need or desire beyond the term of this Lease.

This 9-month water lease will provide additional revenue through maximizing the City’s assets, which will help with the City’s operational and acquisition efforts of water. The Fulton Ditch and Windy Gap effluent water supplies being leased are beyond what Fort Lupton can use directly for irrigation or augmentation purposes in 2026. Fort Lupton has approximately 550 acre-ft of water in the Perry Pit and will be able to replenish any water released from the Perry Pit for the 70 Ranch LLC lease in subsequent years.

**FINANCIAL CONSIDERATIONS**

The City leases its supplementary capacity annually to maximize the assets. This lease would provide additional revenue in the Utility Fund. The payments will be paid monthly base on the prior month’s deliveries.

**LEGAL/POLITICAL CONSIDERATIONS**

Legal has been involved during the writing of this lease agreement and approves of its final form.

**ALTERNATIVES/OPTIONS**

- Approve a different amount
- Do not approve

**STAFF RECOMMENDATIONS**

Staff recommends authorization by the Mayor to execute the agreement with 70 Ranch LLC to spot lease shares of non-potable water.

Attachments:

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**SUBJECT FOR DISCUSSION**

Approving the Construction of the Golf Course Concrete Wash Pad for an Amount Not to Exceed \$81,133.50 to be Paid from the Golf Course Fund Maintenance Department

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The existing wash pad used to wash equipment at the golf course will be removed to build the new road accessing the filing 6 housing development.

A new concrete pad needs to be built in order for staff to properly clean and maintain the equipment used to maintain the golf course. Drainage has been installed as well as an oil and solid separator. The concrete needs to be poured with proper footings for the completion of the build.

An RFP was issued on March 12<sup>th</sup> for the concrete pad to be installed, a pre-bid meeting was held on March 20<sup>th</sup>, and bid opening was held March 27<sup>th</sup>. There were 8 bids accepted at opening. The bids ranged from \$19,226 - \$46,497.00.

To complete the project the drainage must be tied into the sewer. The sewer fee is \$12,140.

The concrete pad must be covered to protect the sewer system. The fee to tie the steel beams into the footings and cover with a roof will not exceed \$47,000.

**FINANCIAL CONSIDERATIONS**

The Golf Course has \$82,261.93 budgeted for Pavilion expansion. That project has been eliminated and the money will be used to pay for the wash pad construction. Those funds can be used to complete this project not to exceed \$82,000.

**LEGAL/POLITICAL CONSIDERATIONS**

N/A

**ALTERNATIVES/OPTIONS**

Accept one of the lowest bids from bid opening or do not build the wash pad to properly clean equipment.

**STAFF RECOMMENDATIONS**

Concrete Pride LLC at \$22,993.50 is the bid staff is recommending. The lowest two bids were vague in their bidding and did not attend the pre-bid meeting. Concrete Pride LLC attended the pre-bid meeting, was descriptive and accurate in meeting all specifications required by the engineer of the project as well as provided accurate references of past work. Approve the expense for the sewer at \$12,140 as well as the cost not to exceed \$47,000 to complete the construction of the wash pad.

- Attachments:**
- a. Bid Sheet
  - b. Concrete Pride LLC bid

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

Friday, March 27, 2026

*Shelley  
Coyly  
Mid May*

Vendor Name	Bid		
Tustan Construction LLC	32,833.00	Dropped off	
Top Notch Pavement Solutions LLC	35,748.97	Dropped off	
King Concrete INC	46,497.00	Dropped off	
Concrete Pride LLC	22,993.50	Dropped off	
National Pavement Partners	19,206.52	Dropped off	
All Pro Pavement	32,000.00	Dropped off	
<del>LG</del> <sup>SK</sup> LG Contractors	19,379.50	Dropped off	
Gerardo Concrete	<del>33,968.00</del> 33,968.00	emailed	



**CONCRETE PRIDE LLC.**  
**BECAUSE WE TAKE PRIDE IN OUR WORK**

## **Introduction**

Concrete Pride LLC is a locally owned and operated concrete construction company with a strong reputation for quality, integrity, and reliability. Founded by Gary R. Vigil our company is built upon decades of hands-on experience and industry leadership. Gary's background includes a 16-year career with Columbine Hills Concrete, followed by seven years as the Douglas County Special Projects Supervisor, where he also served as a certified concrete inspector. His extensive expertise and commitment to excellence laid the foundation for establishing Concrete Pride LLC.

Since its founding, Concrete Pride LLC has partnered with numerous local cities, towns, counties, general contractors, property management companies, and private homeowners. We are proud of the strong relationships we have built within the community through consistent performance, transparent communication, and dependable service. Our long-standing presence in the industry reflects our dedication to delivering high-quality concrete construction at a fair price—always with honesty, integrity, and reliability at the forefront of everything we do.

## **Firm Capabilities & Scope of Submission**

Concrete Pride LLC is submitting this proposal to demonstrate our firm's qualifications, experience, and proven success in delivering concrete construction and repair services for commercial, residential, municipal, and government clients across Colorado.

Our company has developed strong working relationships by providing reliable, efficient, and safety-focused services. We specialize in commercial and residential concrete services ranging from concrete repair, ADA compliance, curb and gutter installation, paths, sidewalks, foundations, irrigation systems, decorative and infrastructure improvements—all performed in accordance with ACI, ASTM, CDOT, and municipal standards. Each project is managed with precision and accountability to ensure timely completion, budget control, and minimal disruption to the public.

Concrete Pride LLC is registered in the System for Award Management (SAM) as a certified Small Disadvantaged Business Enterprise (SDBE). We are fully licensed, bonded, and insured, and we guarantee continued compliance with all applicable insurance requirements—including general liability, workers' compensation, and commercial auto coverage—for the duration of any contract.

Concrete Pride LLC has never filed for bankruptcy and has no history of financial instability that would prevent the successful completion of a contracted project. Our firm maintains a bonding capacity of \$1.5 million, ensuring financial reliability and performance assurance on every project we undertake.

## **Representative Projects**

### **Denver Housing Authority On-Call Concrete Repairs**

- Owner: Denver Housing Authority
- Contract Amount: \$1,300,000.00 over 3 year duration
- Completion: Ongoing 3 year contract starting October 24th, 2025
- Scope: Tear out and replace concrete at various locations as needed over the next 3 years.

Nicole Jills – Procurement Manager

O: 720.932.3071 | [Procurement@denverhousing.org](mailto:Procurement@denverhousing.org)

P.O Box 40305, Denver, CO 80204

### **Adams County Parks & Trails On-Call Concrete Repairs**

- Owner: Adams County Government
- Contract Amount: Ongoing (Paid to date: \$175,000.00)
- Completion: Ongoing 3 year contract starting January 2024
- Scope: Tear out and replace concrete at multiple county facilities, including fairgrounds, trails, and government buildings; install disc golf pads; repair trip hazards; and construct footings and drainage walls.

Shane Russell – Parks Supervisor, Adams County Government

O: 303.673.8000 | M: 720.560.4469 | [SRussell@adcogov.org](mailto:SRussell@adcogov.org)

4430 S Adams County Pkwy, Brighton, CO 80601

### **City of Brighton 2025 50/50 Concrete Replacement Program**

- Owner: City of Brighton
- Contract Amount: \$100,000.00
- Completion: August 29, 2025
- Scope: Tear out and replace concrete curbs, gutters, and sidewalks at various residential locations.

Armando Guxo – Public Works Staff Engineer, City of Brighton

O: 303.655.2139 | M: 720.737.9055 | [aguxo@brightonco.gov](mailto:aguxo@brightonco.gov)

500 S 4th Ave., Brighton, CO 80601

**City of Brighton 2024 50/50 Concrete Replacement Program**

- Owner: City of Brighton
- Contract Amount: \$60,000.00
- Completion: December 9th, 2024
- Scope: Tear out and replace concrete curbs, gutters, and sidewalks at various residential locations.

Armando Guxo – Public Works Staff Engineer, City of Brighton

O: 303.655.2139 | M: 720.737.9055 | aguxo@brightonco.gov

500 S 4th Ave., Brighton, CO 80601

**Concrete Drainage Ditch Project**

- Owner: Fulton Irrigation Ditch Company
- Contract Amount: \$65,000.00
- Completion: February 6, 2025
- Scope: Remove and replace three drainage ditch headwalls and footers, install drainage pipe, and mount headgates.

Orlando Ruiz – Project Manager, Fulton Irrigation Ditch Company

O: 303.659.1501 | C: 303.915.6235 | fultonditch2@gmail.com

13698 E 136th Ave., Brighton, CO 80601

**Town of Lochbuie – Residential Repairs Project**

- Owner: Town of Lochbuie
- Contract Amount: \$36,000.00
- Completion: October 13, 2023
- Scope: Tear out and replace skatepark pads, sidewalks, ADA ramps, and curbs with cast iron curb inlets and cross pans.

Nate Adame – Public Works Foreman, Town of Lochbuie

O: 720.538.2140 | NAdame@lochbuie.org

703 WCR 37, Lochbuie, CO 80603

## References

Armando Guxo – Public Works Staff Engineer, City of Brighton

O: 303.655.2139 | M: 720.737.9055 | aguxo@brightonco.gov

500 S 4th Ave., Brighton, CO 80601

Shane Russell – Parks Supervisor, Adams County Government

O: 303.673.8000 | M: 720.560.4469 | SRussell@adcogov.org

4430 S Adams County Pkwy, Brighton, CO 80601

Orlando Ruiz – Project Manager, Fulton Irrigation Ditch Company

O: 303.659.1501 | C: 303.915.6235 | fultonditch2@gmail.com

13698 E 136th Ave., Brighton, CO 80601

Nate Adame – Public Works Foreman, Town of Lochbuie

O: 720.538.2140 | NAdame@lochbuie.org

703 WCR 37, Lochbuie, CO 80603

## Plan of Effectiveness

### 1. Customer Service Philosophy

Concrete Pride LLC's philosophy is built on integrity, responsiveness, and reliability. We treat every client as a valued partner and prioritize clear communication, accountability, and professionalism.

### 2. Communication and Reporting

We maintain consistent communication with all stakeholders through progress reports, documentation, and prompt responses to inquiries. Each project is assigned a dedicated point of contact to ensure efficiency.

### 3. Quality Control



**CONCRETE PRIDE LLC.**  
**BECAUSE WE TAKE PRIDE IN OUR WORK**

Concrete Pride LLC is pleased to submit our bid for the Coyote Creek Golf Course Wash Pad Project located in Fort Lupton, Colorado.

We acknowledge receipt of the following addenda:

- Addendum No. 1 dated March 16, 2026
- Addendum No. 2 dated March 25, 2026

Concrete Pride LLC confirms that our bid includes all revisions and requirements outlined in these addenda.

We appreciate the opportunity to bid on this project and look forward to working with the City of Fort Lupton. Please feel free to contact us if any additional information is needed.

Sincerely,

**Desirae Vigil**  
Business Operations Manager  
Concrete Pride LLC  
info@concretepride.com

\*\*\*\*\*  
REQUEST NO.  
FTL2026001  
\*\*\*\*\*



Ms. Leann Perino  
Finance Director  
130 South McKinley Avenue  
Fort Lupton, Colorado 80621

Dear Ms. Perino:

The undersigned having become familiar with the specifications for *Concrete for Equipment Wash Pad* and deliver to the City of Fort Lupton as set forth in the following schedule:

GRAND TOTAL	\$ <u>22,993.50</u>
-------------	---------------------

I certify that the above quotation is exclusive of any federal excise taxes and all other state and local taxes, and includes any applicable permits and fees for installation. I further certify that the items offered for intended use by the City of Fort Lupton will meet all specifications as has so indicated in this bid form. The Council of the City of Fort Lupton reserves the right to reject any or all bids, to waive any informality in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton. The Council of the City of Fort Lupton shall give preference to residents of Fort Lupton bidders in all cases where the bids are competitive in price and quality.

FIRM: Concrete Pride LLC. BY: Desirae R. Vigil

BUSINESS ADDRESS: 11420 Peoria St.

TITLE: Business Operations Manager

CITY, STATE, ZIP CODE: Henderson, CO 80640    DATE: March 25th, 2026

TELEPHONE NO: 720-232-7135    FAX NO. NA    TAXPAYER I.D.#82-5267479

DOES YOUR BID MEET OUR SPECIFICATIONS? YES  NO

CITY OF FORT LUPTON IS EXEMPT FROM COLORADO SALES TAXES. CERTIFICATE OF EXEMPTION NO.98-02812-0000. CITY OF FORT LUPTON FAX NUMBER IS #303-857-609

**PROJECT NAME:** FTL20026001 Concrete for Equipment Wash Pad

**PROJECT STREET ADDRESS:** 222 Clubhouse Drive  
**CITY, STATE & ZIP:** Fort Lupton, CO 80621

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	ITEM TOTAL
1	Mobilization	1.00	EA	\$ 750.00	\$ 750.00
2	Grading/Subgrade Work	114.00	SY	\$ 7.00	\$ 798.00
3	Rebar and Anchors	1.00	LS	\$ 5,000.00	\$ 5,000.00
4	Chase Drain Assembly Only	23.50	LF	\$ 213.00	\$ 5,005.50
5	Forming/Preperation	1.00	LS	\$ 1,200.00	\$ 1,200.00
6	Concrete	1,024.00	SF	\$ 10.00	\$ 10,240.00

**Notes:** TOTAL \$ 22,993.50

Concrete Pride LLC  
 Submitting Company Name  
Desirae R. Vigil 720-232-7132  
 Submitted By: Printed Name and Phone Number  
 Date: 03/25/2026

Pre-Bid Meeting For Coyote Creek Equipment Wash

Name	Company	Phone Number
1. Desirae Vigil	Concrete Pride LLC	720-232-7135
2. Kevin Sutton	Tuston Construction	970-690-3608
3. Dallas For Gary	Growthing Bear Construction	970-353-6964
4. Mike Medved	Top-Notch Pavement Solutions	720-360-9304
5. Charlie Miller	City of Fort Collins	303-994-3387
6. David Cretch	GTH construction	970-739-4329
7. Randy Arhosen	National Permitted Partner	3-669-1634

8. \_\_\_\_\_

9. \_\_\_\_\_



**SUBJECT FOR DISCUSSION**

Accepting a Quote from CXT for the Construction of an On-Golf Course Restroom and Permit Fees for an Amount Not to Exceed \$167,738.07 to be Paid from the Golf Course Fund Maintenance Department

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

Coyote Creek Golf Course is attempting to install a permanent restroom on the front 9 of the golf course.

There is an existing restroom on the back 9 which is a pre-cast concrete structure with facilities for both men and ladies. Prior to the construction of filing 6 houses on the front 9, utilities were not available for a permanent restroom. Since the opening of the golf course in 1999, a temporary porta potty has been used in this location. A permanent restroom is aesthetically more pleasing to customers and more practical from a long-term perspective for golf course operations.

The proposed new structure will have electricity which will allow the restroom to have timed electric faucets and air dryers for hands as well as be heated and available for patrons year-round.

The company CXT provided the golf course with a Sourcewell contract bid and has built other facilities for the City of Fort Lupton. The building will cost \$126,413.90 and includes setting the building at its location.

The golf course had the plumbing for the bathrooms water and sewer line installed by Alpine Construction when installing all the utilities for the filing 6 community. To complete the project, it is necessary to pay all of the tap fees for both water and sewer. Those are broken down in the table below and total \$41,324.17.

Water/CBT	\$18,000.00	0.18 share – 59,000 gpy
Water Resource Fee	\$900.00	Same as micro res
Meter Fee	\$1087.17	Meter and endpoint only
WWTP PIF	\$12,140.00	Cover METRO tap only
WTP PIF	\$9,200.00	
	<b>\$41,324.17</b>	

**FINANCIAL CONSIDERATIONS**

The Golf Course has \$150,000 budgeted in 2026 for bathrooms. The cost of the building plus tap fees will total \$167,738.07. The capital improvement item to expand the Pavilion for \$100,000 has been cancelled, those funds will be used to cover the overage of \$17,738.07 with this project.

**LEGAL/POLITICAL CONSIDERATIONS**

N/A

**ALTERNATIVES/OPTIONS**

Do not install a restroom and continue to offer porta potties to patrons of the golf course.

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

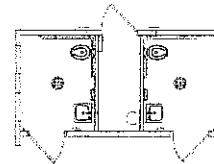
**STAFF RECOMMENDATIONS**

Staff recommends accepting the quote from CXT to build and set the bathroom structure at the golf course.

**Attachments:**                    a. Quote from CXT

**CORTEZ - 10' 3" X 17'**

Cortez with chase has two shale userfully accessible flush restrooms. Standard features include simulated bamboo textured walls, simulated cedar shake textured roof, various china fixtures, interior and exterior lights, oil loaded, and setup at site.



\*Base Price \$ 69,003.90

**Optional Sections**

Restroom* \$69,003.90 Qty: = \$0.00	Shower \$83,452.95 Qty: = \$0.00
Family Assist Shower/Restroom Combo* \$80,514.00 Qty: = \$0.00	Multipurpose Room \$63,882.00 Qty: = \$0.00
Concession* \$80,003.70 Qty: = \$0.00	

\*Includes 4-gallon water heater. Total for Optional Sections \$ 0.00

**Added Cost Options**

	Price per Unit	Qty	Click to select	
Final Connection to Utilities (per section)	\$ 7,000.00		<input type="checkbox"/>	0.00
Optional Wall Texture (per section) - choose one <input type="radio"/> Split Face Block (\$6,500) <input type="radio"/> Custom Texture (\$8,500) <span style="float: right;">Reset Wall Texture</span>				0.00
Optional Roof Texture (per section) <input type="checkbox"/> Ribbed Metal	\$ 6,500.00			0.00
Insulation and Heaters (per section)	\$ 19,500.00		<input checked="" type="checkbox"/>	19,500.00
Stainless Steel Water Closet (each)	Qty: \$ 2,500.00		<input type="checkbox"/>	0.00
Stainless Steel Lavatory (each)	Qty: \$ 1,750.00		<input type="checkbox"/>	0.00
Electric Hand Dryer (each)	Qty: 2 \$ 1,000.00		<input checked="" type="checkbox"/>	2,000.00
Electronic Flush Valve (each)	Qty: 2 \$ 1,500.00		<input checked="" type="checkbox"/>	3,000.00
Electronic Lavatory Faucet (each)	Qty: 2 \$ 1,500.00		<input checked="" type="checkbox"/>	3,000.00
Paper Towel Dispenser (each)	Qty: \$ 350.00		<input type="checkbox"/>	0.00
Toilet Seat Cover Dispenser (each)	Qty: \$ 350.00		<input type="checkbox"/>	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: \$ 150.00		<input type="checkbox"/>	0.00
Baby Changing Table (each)	Qty: \$ 1,100.00		<input type="checkbox"/>	0.00
Marine Grade Skylight in Restroom (each)	Qty: \$ 1,800.00		<input type="checkbox"/>	0.00
Marine Package (excluding fiberglass doors and frames) (per section)	\$ 4,500.00		<input type="checkbox"/>	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: \$ 6,500.00		<input type="checkbox"/>	0.00
Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each)	Qty: \$ 8,500.00		<input type="checkbox"/>	0.00
2K Anti-Graffiti Coating (per section)	\$ 5,000.00		<input type="checkbox"/>	0.00
Optional Door Closure (each)	Qty: \$ 850.00		<input type="checkbox"/>	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: \$ 5,300.00		<input type="checkbox"/>	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: \$ 2,500.00		<input type="checkbox"/>	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1 \$ 1,200.00		<input checked="" type="checkbox"/>	1,200.00

Total for Added Cost Options: \$ 28,700.00

Custom Options: Install Surcharge (\$6850) \$ 6,850.00

Engineering and State Fees: \$ 9,500.00

Estimated One-Way Transportation Costs to Site (quote): \$ 12,360.00

Estimated Tax: \$

Estimated monthly payment on 5 year lease \$2,540.92

Total Cost per Unit Placed at Job Site: \$ 126,413.90

**Disclaimer: Please call to confirm selected sections are compatible.**

This price quote is good for 60 days from date below, and is accurate and complete.

I accept this quote. Please process this order.

Company Name

Signer's Name  
(please type or print)

**Henry Sudweeks** Digitally signed by: Henry Sudweeks  
Date: 2026.01.29 13:13:46 - 07'00'

CXT Sales Representative

Date

Company Representative

Date

# OPTIONS

**Exterior Color(s)** (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

- |  |                                       |   |   |
|--|---------------------------------------|---|---|
| <input type="checkbox"/> Amber Rose    | <input type="checkbox"/> Berry Mauve  | <input type="checkbox"/> Buckskin       | <input type="checkbox"/> Cappuccino Cream |
| <input type="checkbox"/> Charcoal Gray | <input type="checkbox"/> Cocoa Milk   | <input type="checkbox"/> Evergreen      | <input type="checkbox"/> Georgia Brick    |
| <input type="checkbox"/> Golden Beige  | <input type="checkbox"/> Granite Rock | <input type="checkbox"/> Hunter Green   | <input type="checkbox"/> Java Brown       |
| <input type="checkbox"/> Liberty Tan   | <input type="checkbox"/> Malibu Taupe | <input type="checkbox"/> Mocha Caramel  | <input type="checkbox"/> Natural Honey    |
| <input type="checkbox"/> Nuss Brown    | <input type="checkbox"/> Oatmeal Buff | <input type="checkbox"/> Pueblo Gold    | <input type="checkbox"/> Raven Black      |
| <input type="checkbox"/> Rich Earth    | <input type="checkbox"/> Rosewood     | <input type="checkbox"/> Sage Green     | <input type="checkbox"/> Salsa Red        |
| <input type="checkbox"/> Sand Beige    | <input type="checkbox"/> Sun Bronze   | <input type="checkbox"/> Toasted Almond | <input type="checkbox"/> Western Wheat    |

Special roof color # \_\_\_\_\_ Special wall color # \_\_\_\_\_

Special trim color # \_\_\_\_\_

*Use an X to mark options.*

**Rock Color** (\*If option is not available verify custom wall option is selected on previous page.)

- |                                  |  |  |                                  |
|----------------------------------|--|--|----------------------------------|
| <input type="checkbox"/> Basalt* | <input type="checkbox"/> Mountain Blend* | <input type="checkbox"/> Natural Gray* | <input type="checkbox"/> Romana* |
|----------------------------------|--|--|----------------------------------|

**Roof Texture** (\*If option is not available verify optional roof texture option is selected on previous page.)

- |  |   |
|--|---|
| <input type="checkbox"/> Ribbed Metal* | <input checked="" type="checkbox"/> Cedar Shake |
|--|---|

**Wall Texture(s)** (For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)  
 (\*If option is not available verify custom wall texture option is selected on previous page.)

- |  |  |  |                                  |
|--|--|--|----------------------------------|
| <input type="checkbox"/> Split Face Block* | <input type="checkbox"/> Horizontal Lap*   | <input type="checkbox"/> Board & Batt*       | <input type="checkbox"/> Stucco* |
| <input type="checkbox"/> Brick*            | <input type="checkbox"/> Distressed Wood** | <input checked="" type="checkbox"/> Barnwood |                                  |

**Rock Wall Texture** (bottom texture only)

(\*If option is not available verify custom wall option is selected on previous page.)

- |                                       |                                      |                                     |   |
|---------------------------------------|--------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Napa Valley* | <input type="checkbox"/> River Rock* | <input type="checkbox"/> Flagstone* | <input type="checkbox"/> Stacked Rock** |
|---------------------------------------|--------------------------------------|-------------------------------------|---|

*\*Textures not included in CXT's quote are additional cost.*

## Accessible Signage

Men

Women

Unisex

Notes:



800.696.5766  
cxtinc.com



CXT<sup>®</sup> Incorporated manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Incorporated, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

**Remitting by check:**

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

**Remitting by ACH or wire transfer:**

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfooster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at [cxtinc.com](http://cxtinc.com).

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

**\*\*Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



**SUBJECT FOR DISCUSSION**

Approving a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the County Road 8.5 Annexation Submitted by Ken Evans with 8 ½ Enterprises LLC and Setting the Public Hearing for June 2, 2026.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

Ken Evans with 8 ½ Enterprises LLC has submitted an annexation petition to initiate annexation proceedings for a parcel of land. The parcel is generally located east and adjacent to Highway 85 and approximately .5-mile north of County Road 8 (Parcel No. 147118000060). This proposed annexation, known as the County Road 8.5 Annexation consists of a total of **45.463 acres**, more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on June 2, 2026.

The initiating resolution is the first step in the annexation process and is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. The resolution also sets the public hearing date to consider the annexation. If Council adopts the resolution to accept the petition, the petitioners will move on to the next step, which is the review of the proposed annexation, initial zoning, and submitted application documents by the Development Review Team (DRT). Step three is a review and public hearing on May 14, 2026 by the Planning Commission who will provide Council with a recommendation. City Council is then required to act upon the request by ordinance at the public hearing, which is proposed to be set for June 2, 2026, which is the final step in the process.

**FINANCIAL CONSIDERATIONS**

N/A

**LEGAL/POLITICAL CONSIDERATIONS**

State law and the Fort Lupton Municipal Code require the City Council to set a hearing date for the annexation request (Municipal Code Chapter 15). The Council hearing date must not be less than 30 days nor more than 60 days from the date of the resolution of substantial compliance, unless stipulated by the applicant. The proposed City Council public hearing date of June 2, 2026 complies with this requirement.

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

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

## **ALTERNATIVES/OPTIONS**

The City Council has the following three options:

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

## **STAFF RECOMMENDATIONS**

Staff recommends approval of the Resolution accepting the annexation petition and initiating annexation proceedings for the County Road 8.5 Annexation and set the public hearing for June 2, 2026.

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

**RESOLUTION NO. 2026Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE COUNTY ROAD 8.5 ANNEXATION AND SETTING THE PUBLIC HEARING FOR JUNE 2, 2026**

**WHEREAS**, the Fort Lupton City Council has reviewed the annexation petition submitted by Ken Evans with 8 ½ Enterprises LLC. for 45.463 acres, more or less, and known as the County Road 8.5 Annexation; and

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

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the County Road 8.5 Annexation and sets the hearing date for June 2, 2026, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

**APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7<sup>th</sup> DAY OF APRIL 2026.**

City of Fort Lupton, Colorado

\_\_\_\_\_  
Chris Ceretto, Mayor

Attest:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney

Planning & Building

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

Land Use Application Form

A. CONTACT INFORMATION

- 1) Property Owner Name: 8 1/2 Enterprises LLC
Company: 8 1/2 Enterprises LLC
Phone: 970-531-8719 Email: ken@pei-corp.com
Address: 12769 County Road 8 1/2 Fort Lupton, CO 80621
Preferred method of contact? Email: [X] Phone: [ ] Mail: [ ]
2) Representative Name: Ken Evans
Company: 8 1/2 Enterprises LLC
Phone: 970-531-8719 Email: ken@pei-corp.com
Address: 12769 County Road 8 1/2 Weld County
Preferred method of contact? Email: [X] Phone: [ ] Mail: [ ]
3) Billing Contact (where invoices should be directed to): Ken Evans
Company: 8 1/2 Enterprises LLC
Phone: 970-531-8719 Email: ken@pei-corp.com
Address: 12769 County Road 8 1/2 Weld County

B. SITE DESCRIPTION

Site Address: 12769 County Road 8 1/2 Weld County
Parcel Number: 147118000060
Existing Zone Classification: A-Agriculture Proposed Zone Classification: A-Agriculture
Water Type: Well Sewage Type: Septic

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

- Administrative Plat: Lot Consolidation, Lot Line Adjustment, Lot Split, Minor Subdivision, Plat Correction
Subdivision: Concept Plan, Preliminary Plat, Final Plat
Planned Development: New Planned Development, Major Amendment to PUD, Minor Amendment to PUD
Site Plan: Administrative Site Plan, Site Plan
Special Use Permit: Daycare, General
Annexation & Initial Zoning: [X]
Appeal, Change of Zone, Comprehensive Plan Amendment, [X] Vacation of ROW or Easement, Variance, Vested Property Rights, Other

**D. PROJECT DESCRIPTION**

Project Name: 8 1/2 Enterprises LLC

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

Petition for annexation into the town of Ft Lupton from Weld County.

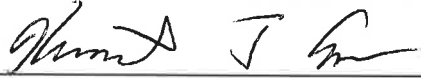
**E. REQUIRED DOCUMENTS**

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

**F. CERTIFICATIONS**

**Representative Certification**

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

Representative:  Date: 1-6-26

**Owner Certification**

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

Owner:  Date: 1-6-26

---

**For Office Use Only**

Received Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deemed Complete Date: \_\_\_\_\_

Fees Submitted: \_\_\_\_\_

Escrow Submitted: \_\_\_\_\_

## PETITION FOR ANNEXATION

### TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the 8 ½ Enterprises LLC Annexation to the City of Fort Lupton.

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


1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
  - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
  - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
  - c. The area proposed to be annexed is urban or will be urbanized in the near future.
  - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
  - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
    - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
    - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
  - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
  - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
  - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
  - i. The territory to be annexed is 45.366 acres, more or less, in total area.
  - j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally

describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.

- k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
  - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
  4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
  5. The zoning classification requested for the area proposed to be annexed is Agriculture, as shown on the annexation map attached hereto and incorporated herein.
  6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
  7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion **at such time that municipal water is necessary to serve current or future development on the property**. At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$1,362.93 (\$1,000 + \$8/acre) is tendered herewith.

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

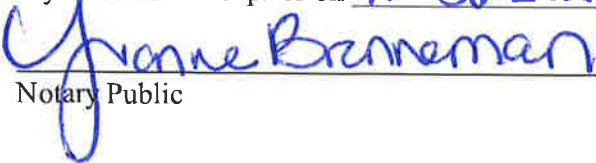
1	Land Owner Name: 8 ½ Enterprises LLC  Signature: 	Mailing Address (street, city, state, ZIP): 9358 Hilltop Rd Parker, CO 80134-6213  Date of signing:
2	Land Owner Name:  Signature:	Mailing Address (street, city, state, ZIP):  Date of signing:
3	Land Owner Name:  Signature:	Mailing Address (street, city, state, ZIP):  Date of signing:
4	Land Owner Name:  Signature:	Mailing Address (street, city, state, ZIP Code):  Date of signing:

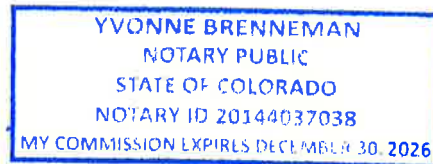
(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 19 day of March, 2026 by Ken Evans

Witness my hand and official seal.

My commission expires on 12.30.2026.

  
 Notary Public





## Planning & Building Department

130 S. McKinley Avenue  
Fort Lupton, CO 80621

Phone: 303.857.6694  
Fax: 303.857.0351

[www.fortluptonco.gov](http://www.fortluptonco.gov)

### EXHIBIT A Legal Description

A tract of land situated in the West Half of the Northeast Quarter ( $W\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section 18, Township 1 North, Range 66 West of the 6th Principal Meridian, more particularly described as follows:

Beginning at a point on the West Half of the Northeast Quarter that lies 136.00 feet West of the Northeast corner of said  $W\frac{1}{2}$  NE $\frac{1}{4}$ ;

thence South 00 degrees 29 minutes West, a distance of 320.00 feet;

thence East, a distance of 136.00 feet;

thence South 00 degrees 29 minutes West, a distance of 2,322.75 feet;

thence South 89 degrees 58 minutes West, a distance of 351.50 feet;

thence North 04 degrees 22 minutes East, a distance of 282.52 feet;

thence North 57 degrees 49 minutes West, a distance of 122.18 feet;

thence North 08 degrees 02 minutes East, a distance of 103.66 feet;

thence North 81 degrees 57 minutes West, a distance of 117.36 feet;

thence North 25 degrees 14 minutes East, a distance of 256.14 feet;

thence North 19 degrees 06 minutes West, a distance of 340.08 feet;

thence North 40 degrees West, a distance of 435.28 feet;

thence North 62 degrees 20 minutes West, a distance of 283.55 feet;

thence North 04 degrees 07 minutes East, a distance of 77.18 feet;

thence North 05 degrees West, a distance of 88.32 feet;

thence North 04 degrees 24 minutes East, a distance of 996.96 feet;

thence East, a distance of 880.15 feet to the Point of Beginning.

Containing 45.366 acres, more or less.



# 8 1/2 ENTERPRISES LLC ANNEXATION

## Project No. ANX26-XXX TO THE CITY OF FORT LUPTON

Situate in the West Half of the Northeast Quarter of Section 18,  
Township 1 North, Range 66 West of the 6th P.M.,  
County of Weld, State of Colorado



VICINITY MAP  
SCALE: 1"=1000'

DATE: 2/3/2026  
FILE NAME: 20220212ANX  
SCALE: 1"=150'  
DRAWN BY: SMF  
CHECKED BY: MCD

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



DATE: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_

8 1/2 ENTERPRISES LLC ANNEXATION  
FOR  
8 1/2 ENTERPRISES  
9558 HILLTOP ROAD  
PARKER, CO 80134

PROJECT #: 20220212

**1**  
SHEET 1 OF 1

**PROPERTY DESCRIPTION**

8 1/2 ENTERPRISES LLC ANNEXATION

A PARCEL OF LAND SITUATED IN THE W 1/2 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NE CORNER OF SAID SECTION 18 AND CONSIDERING THE NORTH LINE OF SAID SECTION 18 TO BEAR N 90°00'00" W AND WITH ALL OTHER BEARINGS DESCRIBED HEREIN BEING RELATIVE THERETO; THENCE N 90° W ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 1323.25 FEET TO THE NE CORNER OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 18; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 18, N 90° W, A DISTANCE OF 136.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 00°29'20" W, 320.00 FEET; THENCE N 90° E, 136.00 FEET TO A POINT ON THE EAST LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 18; THENCE S 00°29'20" W ALONG THE SAID EAST LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 18, A DISTANCE OF 2322.75 FEET; THENCE S 89°58' W, 351.50 FEET; THENCE N 04°22'10" E, 282.52 FEET; THENCE N 57°49'36" W, 122.18 FEET; THENCE N 08°02'30" E, 103.66 FEET; THENCE N 81°57'30" W, 117.36 FEET TO AN EASTERLY CORNER OF LUPTON LAKES ADDITION, ANNEXATION NO. 7 TO THE CITY OF FORT LUPTON, RECORDED SEPTEMBER 8, 2008 AS RECEPTION NO. 3320933 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER; THE FOLLOWING FOUR (4) COURSES AND DISTANCES ARE ALONG THE EASTERLY LINES OF SAID ANNEXATION NO. 7: THENCE N 25°14'40" E, 256.14 FEET; THENCE N 19°06'50" W, 340.08 FEET; THENCE N 40° W, 435.28 FEET; THENCE N 62°20'30" W, 283.55 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 85 BY-PASS AND THE EASTERLY LINE OF FORT LUPTON FIRE ANNEXATION TO THE CITY OF FORT LUPTON, RECORDED DECEMBER 3, 2015 AS RECEPTION NO. 4162846 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 85 BY-PASS AND ALONG THE EASTERLY LINES OF SAID FORT LUPTON FIRE ANNEXATION THE FOLLOWING THREE (3) COURSES AND DISTANCES: N 04°07'40" E, 77.18 FEET; N 05°00'40" W, 88.32 FEET; N 04°24'50" E, 996.96 FEET TO A POINT ON THE NORTH LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 18; THENCE N 90° E ALONG SAID NORTH LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 18, A DISTANCE OF 880.15 FEET TO THE TRUE POINT OF BEGINNING

Said described parcel contains 45.463 Acres, more or less (±).

**OWNER'S APPROVAL**

Know All Men By These Presents, that we L.G. Everist, Incorporated, a South Dakota corporation being the sole owners of the land described herein, have caused said land to be annexed under the name of 8 1/2 Enterprises LLC Annexation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ As: \_\_\_\_\_

**NOTARIAL CERTIFICATE**

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

**BASIS OF BEARINGS AND LINEAL UNIT DEFINITION**

Assuming the East line of the West Half of the Northeast Quarter of Section 18, T.1N., R.66W., being monumented by a #5 rebar with a 2" diameter aluminum cap stamped "LS25937, 1990" at both ends, as bearing South 00°17'05" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2644.25 feet, with all other bearings contained herein relative thereto.  
The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

**TITLE COMMITMENT NOTE**

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number 459-H0672139-042-DF2, Amendment 1, dated March 30, 2022 as prepared by Heritage Title Company to delineate the aforesaid information.

**NOTICE**

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

**SURVEYOR'S CERTIFICATE**

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

**PLANNING COMMISSION RECOMMENDATION**

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

Chairperson, Fort Lupton Planning Commission

**MAYOR'S CERTIFICATE**

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

Attest: City Clerk \_\_\_\_\_ Mayor \_\_\_\_\_

Seal

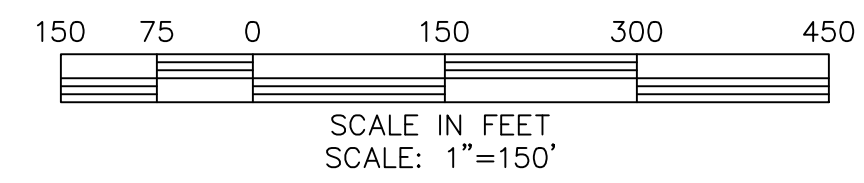
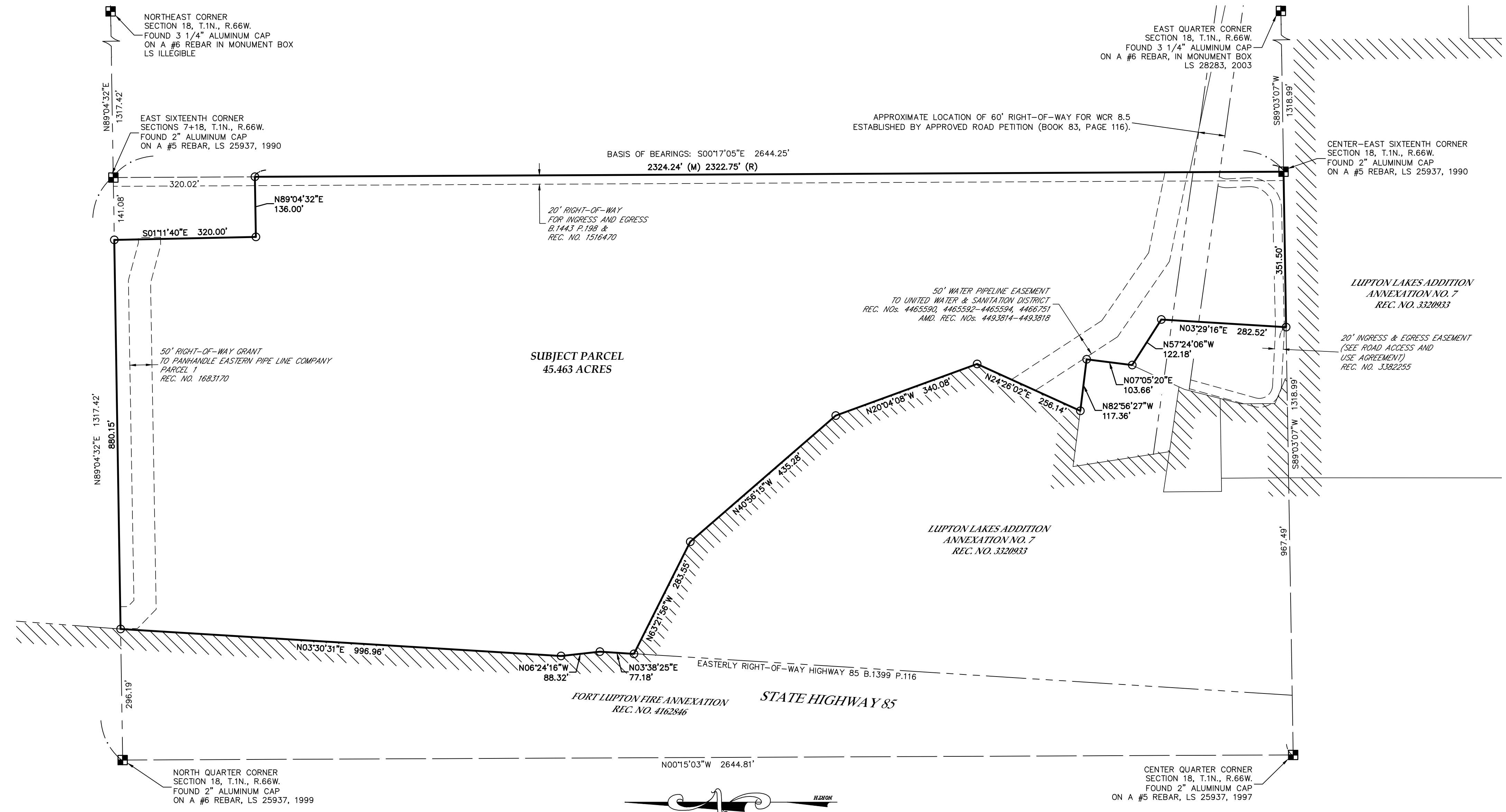
**ANNEXATION TABLE**

TOTAL BOUNDARY: 7115.12 L.F.  
CONTIGUOUS BOUNDARY: 2477.51 L.F.  
RATIO: 1:2.872

////// DENOTES CONTIGUOUS BOUNDARY

**LEGEND**

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



**PRELIMINARY**

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



**SUBJECT FOR DISCUSSION**

Approve Change Order 1 for the 2025 Asphalt and Concrete Repair Project to extend into 2026 to Top-Notch Pavement Solutions LLC for an Amount Not to Exceed \$600,000.00, Allocated from the Street Sales Tax Fund and Cemetery Capital Projects Fund

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

With the commendable work done by Top-Notch Pavement Solutions, staff is recommending an extension of their contract to work into the 2026 year. In addition to the current list of available repairs, there are likely to be multiple additional occurrences that will require their services throughout the rest of the year. In addition, we will be entrusting them with taking care of the cemetery sidewalk project in time for Memorial Day.

**FINANCIAL CONSIDERATIONS**

The 2026 Street Sales Tax Fund includes:

- \$1,000,000 for Asphalt Patch & Seal
- \$200,000 for CIP Curb, Gutter & Sidewalk

Separately, the Cemetery Fund (for Capital Projects) includes:

- \$150,000.00 for the Cemetery Accessibility Project

Staff believes that \$250,000.00 of the Asphalt Patch and Seal will be adequate for this particular project extension. Combined with the \$200,000.00 for CIP Curb, Gutter & Sidewalk and the \$150,000.00 for the Cemetery Accessibility project, this will result in a total of \$600,000.00 to complete this change order request.

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**ALTERNATIVES/OPTIONS**

- A. Award project extension to Top Notch Pavement Solutions LLC
- B. Re-bid project

**STAFF RECOMMENDATIONS**

Staff recommends awarding the Change Order 1 to Top-Notch Pavement Solutions LLC for not to exceed \$600,000.00 from the Street Sales Tax Fund and Cemetery Capital Projects Fund.

Attachments:                    a.) Change Order Form – Top-Notch

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**City of Fort Lupton, Colorado**  
Public Works Department

**Change Order**

**No. 1**

Date of Issuance: **April 7, 2026**

Effective Date: **April 7, 2026**

Project: **2025 Asphalt and Concrete Repair Project**

Owner: **City of Fort Lupton**

Owner's Contract No.: **FTL2025-008**

Contractor: **Top-Notch Pavement Solutions LLC**

Date of Contract: **June 3, 2025**

**The Contract Documents are modified as follows upon execution of this Change Order:**

Extension of work into 2026 year; Closing of PO from 2025 – funds do not roll over

Revised Unit Prices for 2026 year

**Attachments (list documents supporting change): Schedules 1-3; 1) Asphalt Repair, 2) Concrete Repair, 3) Cemetery Sidewalk**

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIME:**

Original Contract Price:

**\$ 350,000.00**

Original Contract  Working  Calendar

Substantial completion (days or date): 12/31/2025

Ready for final payment (days or date):

Increase from previously approved Change Orders No.    to No.   :

**\$ 0.00**

[Increase] [Decrease] from previously approved Change Orders No. to No. 1:

Substantial completion (days): 365

Ready for final payment (days):

Contract Price prior to this Change Order:

**\$ 350,000.00**

Contract Times prior to this Change Order:

Substantial completion or date: 12/31/2025

Ready for final payment or date:

Increase of this Change Order:

**\$ 600,000.00**

Increase of this Change Order:

Substantial completion days: \_\_\_\_\_

Ready for final payment date: \_\_\_\_\_

Contract Price incorporating this Change

**\$ 950,000.00**

Contract Times with all approved Change Orders:

Substantial completion (days or date): 12/31/2026

Ready for final payment (days or date):

**RECOMMENDED:**

**AUTHORIZED:**

**ACCEPTED:**

By: [Signature]

By: \_\_\_\_\_

By: \_\_\_\_\_

Engineer (Authorized)

Owner (Authorized)

Contractor (Authorized)

Date: April 7, 2026

Date: April 7, 2026

Date: \_\_\_\_\_

**City of Fort Lupton, Colorado**  
**Public Works Department**  
**Schedule 1 - Asphalt Repair**  
**BID TABULATION**

**Contractor:**

Payment Item No.	Specification Reference	Description	Payment Unit	Quantity Assumed	Unit \$	Amount in Numbers
<b>Project Total</b>						\$ 110,984.65
<b>Sch 1 Total</b>						\$ 50,491.59
<b>Division 100 - General Provisions</b>						
1	TS 16-101	Mobilization	EA	1	\$ 3,600.00	\$ 3,600.00
2	TS 16-102	Traffic Control - Type 1 Lane Diversion	EA	6	\$ 850.00	\$ 5,100.00
3	TS 16-102	Traffic Control - Type 2 Street Closure	EA	1	\$ 2,500.00	\$ 2,500.00
<b>Subtotal, Division 100</b>						\$ 11,200.00
<b>Division 200 - Earthwork, Erosion Control, And Seeding</b>						
4	TS 16-201	Remove Existing Pavement	SF	1,595	\$ 1.98	\$ 3,158.10
5	TS 16-201	Sawcut Asphalt	LF	388	\$ 1.12	\$ 434.56
8	TS 16-202	Remove Unsuitable Soils (3-ft Depth)	SF	1,140	\$ 8.46	\$ 9,644.40
9	TS 16-203	Select Borrow Fill (3-ft Depth)	SF	1,140	\$ 5.24	\$ 5,973.60
10	TS 16-204	Adjust Water Valve Box	EA	0	\$ 150.00	\$ -
11	TS 16-204	Adjust Manhole	EA	0	\$ 300.00	\$ -
<b>Subtotal, Division 200</b>						\$ 19,210.66
<b>Division 300 - Aggregate Base Courses</b>						
13	TS 16-301	Furnish and Place Aggregate Base Course, Class 6 (6" depth)	SF	2,625	\$ 2.48	\$ 6,510.00
<b>Subtotal, Division 300</b>						\$ 6,510.00
<b>Division 400 - Pavements</b>						
14	TS 16-401	Furnish and Place Hot Mix Asphalt, 4", Mix Grade S (3/4 inch), Asphalt Grade PG64-22 (with max 20% RAP), Complete in Place USED FOR PATCHING	TON	71	\$ 192.25	\$ 13,570.93
<b>Subtotal, Division 400</b>						\$ 13,570.93

## Schedule 2 - Concrete Repair

<b>Contractor:</b>						
Payment Item No.	Specification Reference	Description	Payment Unit	Quantity		Amount in Numbers
<b>Sch 2 Total</b>						\$ 60,493.06
<b>Division 100 - General Provisions</b>						
2	TS 16-101	Traffic Control - Type 1 Lane Diversion	EA	8	\$ 850.00	\$ 6,800.00
3	TS 16-102	Traffic Control - Type 2 Street Closure	EA	0		\$ -
<b>Subtotal, Division 100</b>						\$ 6,800.00
<b>Division 200 - Earthwork, Erosion Control, And Seeding</b>						
6	TS 16-201	Remove Existing Concrete	SF	1,247	\$ 3.02	\$ 3,765.94
5	TS 16-201	Sawcut Asphalt	LF	118	\$ 1.31	\$ 154.58
7	TS 16-201	Curb & Gutter Removal	LF	173	\$ 5.34	\$ 923.82
8	TS 16-202	Remove Unsuitable Soils (3-ft Depth)	SF	679	\$ 8.90	\$ 6,043.10
9	TS 16-203	Select Borrow Fill (3-ft Depth)	SF	679	\$ 4.97	\$ 3,374.63
12	TS 16-204	Reset Sign	EA	0	\$ 300.00	\$ -
<b>Subtotal, Division 200</b>						\$ 14,262.07
<b>Division 300 - Aggregate Base Courses</b>						
13	TS 16-301	Furnish and Place Aggregate Base Course, Class 6 (6" Depth)	SF	1,530	\$ 3.76	\$ 5,752.80
<b>Subtotal, Division 300</b>						\$ 5,752.80
<b>Division 400 - Pavements</b>						
14	TS 16-401	Furnish and Place Hot Mix Asphalt, 4", Mix Grade S (3/4 inch), Asphalt Grade PG64-22 (with max 20% RAP), Complete in Place USED FOR PATCHING	TON	5	\$ 284.52	\$ 1,351.47
15	TS 16-412	Furnish New Sidewalk (6" Thick)	SF	941	\$ 16.18	\$ 15,225.38
16	TS 16-412	Driveway/Drive Cut (Vertical Curb)	SF	0	\$ 28.26	\$ -
17	TS 16-412	Driveway/Drive Cut (Mountable Curb)	SF	0		\$ -
18	TS 16-412	6" Curb & Gutter	LF	109	\$ 28.26	\$ 3,080.34
19	TS 16-412	Mountable Curb & Gutter	LF	128	\$ 75.10	\$ 9,612.80
20	TS 16-412	Furnish and Install 'Chase Drain'	EA	0	\$ 750.00	\$ -
21	TS 16-412	12" Concrete Curb 'Retaining Wall'	LF	0	\$ 85.00	\$ -
22	TS 16-412	Furnish and Install 10' Radius Curb Ramp; Complete adjacent Sidewalk/Curb & Gutter	EA	2	\$ 2,204.10	\$ 4,408.20
23	TS 16-412	4" Concrete Curb 'Retaining Wall'	LF	0	\$ 32.50	\$ -
<b>Subtotal, Division 400</b>						\$ 33,678.19

**City of Fort Lupton, Colorado**  
**Public Works Department**  
**Schedule 3 - Cemetery**  
**BID TABULATION**

<b>Contractor:</b>						
Payment Item No.	Specification Reference	Description	Payment Unit	Quantity Assumed	Unit \$	Amount in Numbers
<b>Project Total</b>						\$ 108,814.83
<b>Asphalt Total</b>						\$ 10,274.25
<b>Division 100 - General Provisions</b>						
1	TS 16-101	Mobilization	EA	1	\$ 3,600.00	\$ 3,600.00
2	TS 16-102	Traffic Control - Type 1 Lane Diversion	EA		\$ 850.00	\$ -
3	TS 16-102	Traffic Control - Type 2 Street Closure	EA		\$ 2,500.00	\$ -
<b>Subtotal, Division 100</b>						\$ 3,600.00
<b>Division 200 - Earthwork, Erosion Control, And Seeding</b>						
4	TS 16-201	Remove Existing Pavement	SF		\$ 1.98	\$ -
5	TS 16-201	Sawcut Asphalt	LF		\$ 1.12	\$ -
6	TS 16-201	Remove Gravel Rock (estimated 6" depth)	SF	2,400	\$ 2.25	\$ 5,400.00
7	TS 16-201	Remove Black Railing	LF	75	\$ 14.99	\$ 1,124.25
8	TS 16-202	Remove Unsuitable Soils (3-ft Depth)	SF		\$ 8.46	\$ -
9	TS 16-203	Select Borrow Fill (3-ft Depth)	SF		\$ 5.24	\$ -
10	TS 16-204	Adjust Water Valve Box	EA	1	\$ 150.00	\$ 150.00
11	TS 16-204	Adjust Manhole	EA		\$ 300.00	\$ -
<b>Subtotal, Division 200</b>						\$ 6,674.25
<b>Division 300 - Aggregate Base Courses</b>						
13	TS 16-301	Furnish and Place Aggregate Base Course, Class 6 (6" depth)	SF		\$ 2.48	\$ -
<b>Subtotal, Division 300</b>						\$ -
<b>Division 400 - Pavements</b>						
14	TS 16-401	Furnish and Place Hot Mix Asphalt, 4", Mix Grade S (3/4 inch), Asphalt Grade PG64-22 (with max 20% RAP), Complete in Place USED FOR PATCHING	TON		\$ 192.25	\$ -
<b>Subtotal, Division 400</b>						\$ -

<b>Contractor:</b>						
Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Unit \$	Amount in Numbers
<b>Concrete Total</b>						\$ 98,540.58
<b>Division 100 - General Provisions</b>						
2	TS 16-101	Traffic Control - Type 1 Lane Diversion	EA	1	\$ 850.00	\$ 850.00
3	TS 16-102	Traffic Control - Type 2 Street Closure	EA			\$ -
<b>Subtotal, Division 100</b>						\$ 850.00
<b>Division 200 - Earthwork, Erosion Control, And Seeding</b>						
6	TS 16-201	Remove Existing Concrete	SF	180	\$ 3.02	\$ 543.60
5	TS 16-201	Sawcut Asphalt	LF		\$ 1.31	\$ -
7	TS 16-201	Curb & Gutter Removal	LF	24	\$ 5.34	\$ 128.16
8	TS 16-202	Remove Unsuitable Soils (3-ft Depth)	SF	2,400	\$ 8.90	\$ 21,360.00

9	TS 16-203	Select Borrow Fill (3-ft Depth)	SF	2,400	\$ 4.97	\$ 11,928.00
12	TS 16-204	Reset Sign	EA		\$ 300.00	\$ -
<b>Subtotal, Division 200</b>						\$ 33,959.76
<b>Division 300 - Aggregate Base Courses</b>						
13	TS 16-301	Furnish and Place Aggregate Base Course, Class 6 (6" Depth)	SF	2,400	\$ 3.76	\$ 9,024.00
<b>Subtotal, Division 300</b>						\$ 9,024.00
<b>Division 400 - Pavements</b>						
14	TS 16-401	Furnish and Place Hot Mix Asphalt, 4", Mix Grade S (3/4 inch), Asphalt Grade PG64-22 (with max 20% RAP), Complete in Place USED FOR PATCHING	TON		\$ 284.52	\$ -
	N/A	Install ADA Railing	LF	75	\$ 139.15	\$ 10,436.25
15	TS 16-412	Furnish New Sidewalk (6" Thick)	SF	2,400	\$ 16.18	\$ 38,832.00
16	TS 16-412	Driveway/Drive Cut (Vertical Curb)	SF		\$ 28.26	\$ -
17	TS 16-412	Driveway/Drive Cut (Mountable Curb)	SF			\$ -
18	TS 16-412	6" Curb & Gutter	LF		\$ 28.26	\$ -
19	TS 16-412	Mountable Curb & Gutter	LF		\$ 75.10	\$ -
20	TS 16-412	Furnish and Install 'Chase Drain'	EA		\$ 750.00	\$ -
21	TS 16-412	12" Concrete Curb 'Retaining Wall'	LF		\$ 85.00	\$ -
22	TS 16-412	5' wide Mid-Block R20 Curb Ramp	EA	1	\$ 5,438.57	\$ 5,438.57
23	TS 16-412	4" Concrete Curb 'Retaining Wall'	LF		\$ 32.50	\$ -
<b>Subtotal, Division 400</b>						\$ 54,706.82



**SUBJECT FOR DISCUSSION**

Approve the Estimated 2026 Payment to Northern Colorado Water Conservation District (NCWCD) of \$263,852.95 and a Payment not to Exceed \$75,000.00 to Platte River Power Authority (PRPA) for the Windy Gap Annual Assessment Paid from the Water Utility Fund.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The City has fifteen units, equivalent to 1,500-acre feet, of Windy Gap water. The assessment covers thirteen units, the cost of pumping, electrical power and general costs to operate the system and deliver the water to the City.

	2026 Estimated Cost	2025 True-up to Actual	2026 Total Due	2025 Assessment with True-up	Increase (Decrease)
Unused Capacity/In-Lieu Cost	47,359.23	(5,531.83)	41,827.40	46,456.85	(4,629.45)
Carriage Cost	147,540.00	(31,588.91)	115,951.09	137,090.72	(21,139.63)
Pumping Power Cost	61,769.34	(25,537.70)	36,231.64	28,139.05	8,092.59
General Assessment	49,400.00	-	49,400.00	46,800.00	2,600.00
Indirect Cost	20,442.83	-	20,442.83	11,381.72	9,061.11
<b>Net Assessment Due</b>	<b>326,511.40</b>	<b>(62,658.44)</b>	<b>263,852.96</b>	<b>269,868.34</b>	<b>(6,015.38)</b>

The City purchased two units from PRPA in 2025. NCWCD charged the 2026 assessment to PRPA. PRPA has sent a billing calculation with an estimate of \$67,758.84 for two units.

**FINANCIAL CONSIDERATIONS**

The operations and maintenance for the Windy Gap Firing Project and the Windy Gap Water Carriage Assessment are coming from the same budget line item in the Utility Fund. The 2026 Budget for both Windy Gap Assessments is \$450,000. Windy Gap firing for 2026 was assessed and paid at \$62,865.92 leaving a budget of \$387,134.08 for the carriage assessment.

**LEGAL/POLITICAL CONSIDERATIONS**

None

**ALTERNATIVES/OPTIONS**

None

**STAFF RECOMMENDATIONS**

Approve the payment of \$263,852.95 from the Utility Enterprise Fund to Northern Colorado Water Conservancy District for the 2026 Windy Gap Assessment.

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Date

Approve the payment to Platte River Power Authority for an amount not to exceed \$75,000.00 for the 2026 Assessment for two units of Windy Gap.

- Attachments:**
- a. NCWCD Invoice
  - b. PRPA Invoice for 2 Units



**Windy Gap Enterprise  
2026 Windy Gap Annual Assessments**

March 15, 2026

Invoice #: 13903

Participant: **City of Fort Lupton**  
 Payment Due Date: April 15, 2026  
 Amount Due: **\$263,852.95**

	<u>Water Units</u>
2025 Units:	13
2026 Units:	13

*Billing Period: October 1 through September 30*

	<u>Acre-Foot</u>
2025 Estimated Water Request	1,300.0
2025 Actual Water Delivered	1,082.1
	<u>217.9</u>
2026 Estimated Water Request	<u>1,300.0</u>

**Assessment billing components are summarized below:**

	<b>2026 Estimated Cost</b>	<b>Reconciliation of 2025 Estimated Cost to Actual Cost</b>	<b>Total Due</b>
Unused Capacity/In-Lieu Costs	\$ 47,359.23	\$ (5,531.83)	\$ 41,827.40
Carriage/OM&R Costs (a+b)	\$ 147,540.00	\$ (31,588.91)	\$ 115,951.09
Pumping Power Cost	\$ 61,769.34	\$ (25,537.70)	\$ 36,231.64
General Assessment Cost	\$ 49,400.00	\$ -	\$ 49,400.00
Indirect Cost	\$ 20,442.83	\$ -	\$ 20,442.83
<b>Total</b>	<b>\$ 326,511.40</b>	<b>\$ (62,658.44)</b>	<b>\$ 263,852.95</b>

**AMOUNT DUE**      **\$ 263,852.95**

**Windy Gap Enterprise**  
**2026 Windy Gap Annual Assessments Appendix**

March 15, 2026

\*City of Fort Lupton

INVOICE #: 13903

	<b>2025 Estimate</b>	<b>2025 Actual</b>	<b>2026 Estimate</b>
Deliveries from Inventory	1,300.0	942.1	1,300.0
Deliveries from In Lieu	0.0	140.0	0.0
<b>Total Deliveries</b>	<b>1,300.0</b>	<b>1,082.1</b>	<b>1,300.0</b>
Non-Delivery		<b>357.9</b>	

Ownership units	13	13	13
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WG Deliveries to Participants	2025 Estimate	2025 Actual	Adjustment	2026 Estimate	Net Charge
<b>Bureau of Reclamation Charges Article 6 - Carriage Contract</b>					
6a Unused Capacity	\$46,456.85	\$35,630.22	(\$10,826.63)	\$47,359.23	\$36,532.60
6b In-Lieu	\$0.00	\$5,294.80	\$5,294.80	\$0.00	\$5,294.80
<b>Total Bureau Unused Capacity</b>	<b>\$46,456.85</b>	<b>\$40,925.02</b>	<b>(\$5,531.83)</b>	<b>\$47,359.23</b>	<b>\$41,827.40</b>
<b>Bureau of Reclamation Charges Article 6 - Carriage Contract</b>					
6(c)i Willow Creek	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6(c)ii Farr Pump Plant	\$3,877.05	\$3,184.18	(\$692.88)	\$4,262.71	\$3,569.83
6(c)ciii Flatiron Pump Plant	\$9,417.12	\$7,177.76	(\$2,239.36)	\$9,608.84	\$7,369.48
6d Power Interface	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6e USBR OM&R	\$13,287.37	\$11,480.03	(\$1,807.34)	\$12,917.88	\$11,110.54
Subtotal - Article 6 (c-e) combined with NW	\$26,581.54	\$21,841.96	(\$4,739.58)	\$26,789.43	\$22,049.85
<b>Total Bureau Carriage Costs</b>	<b>\$73,038.39</b>	<b>\$62,766.98</b>	<b>(\$10,271.41)</b>	<b>\$74,148.66</b>	<b>\$63,877.25</b>
<b>Northern Water District Charges Article 7 - Carriage Contract</b>					
7(a) NW Adams Tunnel	\$342.11	\$284.76	(\$57.34)	\$342.11	\$284.76
7(b) NW Transferred Works	\$88,738.00	\$73,074.07	(\$15,663.93)	\$90,831.00	\$75,167.07
7(c) NW Special Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7(d) NW Joint Works	\$30,744.73	\$19,616.67	(\$11,128.07)	\$29,577.46	\$18,449.40
Total Northern Water Carriage Costs	\$119,824.84	\$92,975.50	(\$26,849.34)	\$120,750.57	\$93,901.23
<b>Total Combined Carriage/OM&amp;R Cost</b>	<b>\$146,406.38</b>	<b>\$114,817.46</b>	<b>(\$31,588.92)</b>	<b>\$147,539.99</b>	<b>\$115,951.08</b>
<b>Windy Gap Costs Article 5 - Allotment Contract</b>					
5(a) Fixed Ownership Assessment	\$46,800.00	\$46,800.00	\$0.00	\$49,400.00	\$49,400.00
5(a) Indirect Costs	\$11,381.72	\$11,381.72	\$0.00	\$20,442.83	\$20,442.83
<b>Total Northern Water Ownership Assessment</b>	<b>\$58,181.72</b>	<b>\$58,181.72</b>	<b>\$0.00</b>	<b>\$69,842.83</b>	<b>\$69,842.83</b>
5(b)(ii) Windy Gap Pumping Costs	\$69,033.28	\$41,595.05	(\$27,438.24)	\$61,769.34	\$34,331.11
10% Adjustment of Non Deliveries	\$0.00	\$1,900.54	\$1,900.54	\$0.00	\$1,900.54
<b>Total Windy Gap Pumping Costs</b>	<b>\$69,033.28</b>	<b>\$43,495.59</b>	<b>(\$25,537.70)</b>	<b>\$61,769.34</b>	<b>\$36,231.65</b>
<b>Total Windy Gap Charges</b>	<b>\$320,078.23</b>	<b>\$257,419.78</b>	<b>(\$62,658.44)</b>	<b>\$326,511.40</b>	<b>\$263,852.95</b>

**Total Invoice: \$263,852.95**

**Platte River Power Authority**  
**Calculations for invoicing to others:**

			2 units
			300 af - water request (1.5 yrs)
<b><u>Invoicing to Fort Lupton</u></b>			
Unused capacity/In-Lieu	\$	10,774.86	
Carriage/OM&R	\$	31,830.27	
Pumping	\$	14,254.46	
General Assessment	\$	7,600.00	Based on units, not request
Indirect	\$	3,145.05	Based on units, not request
<b>Total</b>	<b>\$</b>	<b>67,604.64</b>	