



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, July 21, 2026
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. July 21, 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. July 7, 2026 City Council Meeting Minutes**
- b. AM 2026-107 Approving an Updated Intergovernmental Agreement to Participate in Weld County's Designation of an Urban County Municipality that May be Able to Seek Funds Through the Allocation of Community Development Block Grants from the U.S. Department of Housing and Urban Development**
- c. AM 2026-108 Ratify Vote of Yes to the Amendment from Dacono to the Highway 52 Access Control Plan sent to CDOT on February 2, 2024**
- d. AM 2026-110 Award of Contract to Core Consultants, Inc. for an Amount Not to Exceed \$86,820.00 for Engineering Services for the Design of Denver Avenue for the Streetscape Project from the General Fund**
- e. AM 2026-109 Accepting First Addendum to the Vendor Agreement for Norris Design to Serve as the Professional Design Firm for Construction Assistance Services for the Koshio Park Renovation Project for an Amount Not to Exceed \$62,000.00, Allocated from the CPR Fund – Capital Projects**

Action Memorandum

- a. AM 2026-112 Adopting an Ordinance Authorizing the Mayor to Execute Purchase Agreement of Real Property Owned by Elizabeth M. Shafer Et Al and/or Assigns in the Amount of \$3,000,000.00 Allocated from the General Fund**

Staff Reports

Mayor/Council Reports

Future City Events

- a. August 4, 2026 National Night Out, South McKinley Ave. & Dexter Street, 5:00 p.m. - 8:00 p.m.**

August 5, 2026 Coffee with a Cop, Recreation Center, 203 S. Harrison Ave. 8:00 a.m. - 9:00 a.m.

Upcoming Meetings

- a. July 28, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- August 4, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- August 11, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- August 18, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 07/08/2026 - 07/21/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: New Main Operating-New Main Operating						
000453	FAMILY SUPPORT REGISTRY	07/10/2026	Regular	0.00	140.76	110489
INV0002016	Invoice	07/10/2026	A. Infante Jr - Remit ID 06092977-SDU/Tri...	0.00	140.76	
000031	ADAMSON POLICE PRODUCTS	07/14/2026	Regular	0.00	524.42	110490
INV453845	Invoice	06/26/2026	GF-UNIFORMS FOR VASQUEZ-PD	0.00	271.62	
INV453858	Invoice	06/26/2026	GF-UNIFORMS FOR COOKE-PD	0.00	252.80	
002254	ADIDAS AMERICA INC	07/14/2026	Regular	0.00	1,172.70	110491
6165533383	Invoice	06/01/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	208.20	
6165682547	Invoice	06/26/2026	GOLF-MERCHANDEZ-PRO SHOP	0.00	964.50	
004000	APEX WASTE SOLUTIONS	07/14/2026	Regular	0.00	1,377.54	110492
1341285	Invoice	08/01/2026	GF-AUG26 TRASH SERVICE-CITY HALL	0.00	153.70	
1341287	Invoice	08/01/2026	CPR-203 S HARRISON AUG26 TRASH SRVC	0.00	134.82	
1341289	Invoice	08/01/2026	GF-AUG26 800 12TH TRASH SRVC-PW SH...	0.00	183.30	
1341290	Invoice	08/01/2026	GF-AUG26205 S HARRISON TRASH SRV-PA...	0.00	137.46	
1341291	Invoice	08/01/2026	CEM-AUG26 TRASH SRVC-CEM	0.00	83.75	
1341292	Invoice	08/01/2026	GOLF-AUG26 TRASH SRVC-PRO SHOP	0.00	351.05	
1341293	Invoice	08/01/2026	GOLF-AUG26 TRASH SRVC-MAINT	0.00	153.70	
1341295	Invoice	08/01/2026	GF-0 HWY 52 AUG26 TRASH SRVC-FAC	0.00	137.46	
1347363	Invoice	08/01/2026	GF-1025 1ST ST AUG26 TRASH SRVC-CODE	0.00	42.30	
000108	AUSMUS LAW FIRM PC	07/14/2026	Regular	0.00	1,800.00	110493
10191	Invoice	07/01/2026	GF-PROSECUTION SERVICES FOR JUNE 20...	0.00	1,800.00	
003950	AYRES ASSOCIATES INC	07/14/2026	Regular	0.00	6,707.00	110494
231204	Invoice	07/06/2026	GF-Housing Action Plan-ComDev	0.00	6,707.00	
004128	BRITTANY TURNER	07/14/2026	Regular	0.00	60.00	110495
2008181.001	Invoice	07/06/2026	GF-PROGRAM REFUND	0.00	60.00	
003478	BUFFALO REFRIGERATION	07/14/2026	Regular	0.00	500.00	110496
1567	Invoice	06/12/2026	GOLF-SERVICE ON ICE MACHINE-PRO SHOP	0.00	230.00	
1568	Invoice	06/12/2026	GOLF-SERVICES, REPAIRS-PRO SHOP	0.00	270.00	
002000	CIT GROUP/COMMERCIAL SERVICES	07/14/2026	Regular	0.00	537.00	110497
71278928	Invoice	06/26/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	537.00	
000239	CITY OF FORT LUPTON	07/14/2026	Regular	0.00	73.93	110498
CIT #133421-1D	Invoice	07/02/2026	GF-RESTITUTION PAYMENT, CIT#133421-1,...	0.00	73.93	
000241	CITY OF FT LUPTON-UTIL INVOICE	07/14/2026	Regular	0.00	256.90	110499
990005001 MAY...	Invoice	06/08/2026	GF-CITY HALL WATER SERVICE 04/30-05/2...	0.00	256.90	
002651	COLORADO TRUST FOR LOCAL NEWS	07/14/2026	Regular	0.00	362.00	110500
150762	Invoice	07/10/2026	GF-PUBLICATION OF CITYWIDE YARD SALE...	0.00	362.00	
000307	COMCAST CABLE COMM, LLC	07/14/2026	Regular	0.00	180.57	110501
0116038 JULY26	Invoice	07/01/2026	REC-PHONE SERVICE FOR JULY 2026-REC C...	0.00	180.57	
001517	CORE&MAIN LP	07/14/2026	Regular	0.00	2,812.72	110502
Z235981	Invoice	07/06/2026	UF-PARTS, SUPPLIES-W LINES	0.00	1,302.40	
Z325800	Invoice	07/06/2026	SF/UF-PARTS, SUPPLIES-W LINES, S LINES	0.00	1,510.32	
003900	D2 CONSULTANTS, LLC	07/14/2026	Regular	0.00	9,150.50	110503
3	Invoice	07/02/2026	WST-NON-POTABLE SYSTEM MASTER PLA...	0.00	9,150.50	
002821	FIESTA TIME INC	07/14/2026	Regular	0.00	3,544.00	110504

Council Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
6087	Invoice	07/03/2026	CPR-TENTS, TABLES, CHAIR RENTAL-EVENTS	0.00	3,544.00	
000512	FUZION FIELD SERVICES LLC	07/14/2026	Regular	0.00	262.57	110505
431696	Invoice	07/01/2026	GOLF-PORTABLE TOILET SERVICES-MAINT	0.00	262.57	
001266	GOVCONNECTION INC	07/14/2026	Regular	0.00	94.48	110506
77705108	Invoice	06/10/2026	GF-CSP-G MS USAGE DATA 05/24/26-05/2...	0.00	94.48	
002143	GREEN CO2 SYSTEMS	07/14/2026	Regular	0.00	528.21	110507
02118404	Invoice	07/01/2026	REC-POOL MONTHLY CO2-REC CENTER	0.00	346.79	
02118978	Invoice	07/01/2026	GF-SPLASH PARK MONTHLY CO2-PARKS	0.00	181.42	
000546	GREEN MILL SPORTSMAN'S CLUB	07/14/2026	Regular	0.00	150.00	110508
136	Invoice	07/02/2026	GF-OFFICER TRAINING/QUALIFYING-PD	0.00	150.00	
000567	HIGH COUNTRY BEVERAGE CORP	07/14/2026	Regular	0.00	753.20	110509
W-7437335	Invoice	07/07/2026	GOLF-BEVERAGES-PRO SHOP	0.00	753.20	
003120	HUDSON LOCKERS, INC	07/14/2026	Regular	0.00	270.00	110510
657	Invoice	07/06/2026	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	270.00	
000636	JC GOLF ACCESSORIES	07/14/2026	Regular	0.00	852.64	110511
218303	Invoice	06/18/2026	GOLF-FULL COLOR BAG TAGS-PRO SHOP	0.00	371.41	
218816	Invoice	06/30/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	481.23	
004102	KAYLEI CORDOVA	07/14/2026	Regular	0.00	40.00	110512
2008177.001	Invoice	07/02/2026	REC-PROGRAM REFUND	0.00	40.00	
004130	MAKAYLA VILLANI	07/14/2026	Regular	0.00	65.00	110513
2008180.001	Invoice	07/06/2026	REC-SHELTER RENTAL REFUND-	0.00	65.00	
001926	MAMMOTH GRAPHICS	07/14/2026	Regular	0.00	928.91	110514
16612	Invoice	07/02/2026	GF-GRAPHICS FOR 2026 CHEVY, M PALISSA..	0.00	928.91	
003197	MONTY LEE STEPHEN	07/14/2026	Regular	0.00	32.74	110515
070826	Invoice	07/08/2026	GOLF-REIMBURSE FOR MATERIALS FOR C...	0.00	32.74	
000865	OFFICE DEPOT	07/14/2026	Regular	0.00	357.36	110516
473091118001	Invoice	06/22/2026	GF-TONER-CTY CL	0.00	269.75	
473091436001	Invoice	06/20/2026	GF-TONER-CITY CL	0.00	87.61	
003432	PRISWING SOFTWARE LLC	07/14/2026	Regular	0.00	375.00	110517
INV4263649	Invoice	07/01/2026	GOLF-MONTHLY LICENSE FEE FOR JULY 20...	0.00	375.00	
002265	QUADIENT FINANCE USA INC	07/14/2026	Regular	0.00	256.00	110518
80877446 MAY/J...	Invoice	06/26/2026	POSTAGE RECHARGES FOR MAY 26, 2026-...	0.00	256.00	
000933	R&R PRODUCTS INC	07/14/2026	Regular	0.00	365.10	110519
CD3172576	Invoice	07/02/2026	GOLF-TOOLS, PARTS-MAINT	0.00	365.10	
001529	ROCKY MOUNTAIN PUMP & CONTROLS LLC	07/14/2026	Regular	0.00	525.00	110520
4848	Invoice	06/27/2026	GOLF-REPAIRS -MAINT	0.00	525.00	
000999	SHAMROCK FOODS COMPANY	07/14/2026	Regular	0.00	2,427.03	110521
37063264	Invoice	06/20/2026	GOLF-FOOD-PRO SHOP	0.00	66.08	
37063265	Invoice	07/01/2026	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	1,383.51	
37076115	Invoice	07/05/2026	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	977.44	
001624	STATE OF COLORADO	07/14/2026	Regular	0.00	13,161.57	110522
000061891	Invoice	06/01/2026	UF-BILLS/LATE NOTICES FOR JAN & FEB 20...	0.00	9,165.20	
000066154	Invoice	06/11/2026	UF-BILLS/LATE NOTICES MAY 2026-UB	0.00	3,996.37	
001040	STERICYCLE	07/14/2026	Regular	0.00	77.47	110523
8014587243	Invoice	06/18/2026	REC-BIOHAZARD-REC CENTER	0.00	77.47	
001052	SWIRE COCA-COLA, USA	07/14/2026	Regular	0.00	833.99	110524

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53141397017	Invoice	07/03/2026	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	833.99	
003954	TALK THE ROCKIES	07/14/2026	Regular	0.00	300.00	110525
5698462	Invoice	07/01/2026	GOLF-MONTHLY CONNECTION FEE JULY 2...	0.00	300.00	
003661	TECH ELECTRONICS OF COLORADO LLC	07/14/2026	Regular	0.00	2,798.00	110526
192981	Invoice	06/26/2026	REC/CPR-FIRST TIME ANNUAL FIRE ALARM ..	0.00	2,798.00	
001105	TOSHIBA FINANCIAL SERVICES	07/14/2026	Regular	0.00	2,442.64	110527
584815641	Invoice	07/01/2026	Rec-Copier Supply Freight-Rec	0.00	2,442.64	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	07/14/2026	Regular	0.00	200.00	110528
812682-202604-1	Invoice	06/01/2026	GF-DATA RESEARCH APRIL 1-30, 2026-PD	0.00	100.00	
812682-202606-1	Invoice	07/01/2026	GF-DATA RESEARCH KIME 1-30, 2026-PD	0.00	100.00	
004129	TRISHA COFFEY	07/14/2026	Regular	0.00	40.00	110529
2008176.001	Invoice	07/02/2026	REC-PROGRAM REFUND-	0.00	40.00	
001120	TRUDILIGENCE LLC	07/14/2026	Regular	0.00	229.73	110530
74415	Invoice	06/30/2026	GF-BACKGROUND CHECKS-HR	0.00	229.73	
001137	UNITED POWER	07/14/2026	Regular	0.00	218.23	110531
1215802 JUNE26	Invoice	06/01/2026	GF-JUNE 2026 ELECTRIC SERV (VET OFFICE...	0.00	218.23	
001137	UNITED POWER	07/14/2026	Regular	0.00	689.75	110532
24165100 JUNE26	Invoice	06/01/2026	GF-JUNE 2026 ELECTRIC SERVICE (SPLASH ...	0.00	689.75	
001137	UNITED POWER	07/14/2026	Regular	0.00	54,027.31	110533
10553102 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-EMERG SIREN	0.00	26.02	
1194602 JUNE26	Invoice	06/30/2026	GC-JUNE26 ELECTRIC-CLUBHOUSE	0.00	1,335.91	
1195001 JUNE26	Invoice	06/30/2026	GC-JUNE26 ELECTRIC-PUMP HOUSE	0.00	4,662.01	
1195501 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-WTR TANK&PUMP	0.00	6,035.16	
1195603 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-455 COLLEGE AVE PUMP ...	0.00	796.41	
1195701 JUNE26	Invoice	06/30/2026	GC-JUNE26 ELECTRIC-MAINT BLDG	0.00	219.05	
1196401 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-WELCOME SIGNS	0.00	41.56	
1207701 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-B&G SPRINKLER CONTROL	0.00	24.38	
1240301 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-SEWER LIFT STA	0.00	118.32	
1241801 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-PEARSON PK BALLFIELD	0.00	3,381.48	
1241903 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-PEARSON PK	0.00	197.38	
1276101 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-WELL #4	0.00	587.01	
1279801 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-SCH SIGNAL	0.00	29.33	
1295501 JUNE26	Invoice	06/30/2026	CPR-JUNE26 ELEC-MUSEUM	0.00	86.67	
1296101 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-WELL #5	0.00	806.27	
1302801 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-CITY HALL	0.00	2,867.81	
1302901 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-WELL #1	0.00	83.10	
1316801 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-WELL #3	0.00	949.17	
1322501 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-STREET LIGHTS	0.00	6,939.38	
1360303 JUNE26	Invoice	06/30/2026	CEM-JUNE26 ELEC-CEMETERY	0.00	35.15	
13842400 JUNE26	Invoice	06/30/2026	CPR-JUNE26 ELEC-REC SIGN	0.00	60.26	
14427100 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-VERIZON BLDG	0.00	161.81	
15232500 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-TORN SIREN	0.00	25.93	
17149700 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-WCR8 SIGNAL	0.00	61.71	
17761600 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-HERITAGE PARK	0.00	23.20	
17868800 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-LANCASTER SPRINK	0.00	23.00	
18057500 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-S LIFT STATION	0.00	669.81	
18498400 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-WELL#7	0.00	488.13	
18762100 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-LIGHT RECEPTACLES	0.00	24.86	
19595600 JUNE26	Invoice	06/30/2026	GC-JUNE26 ELECTRIC-SIGN LIGHT	0.00	23.71	
20040100JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-TERM RES DAM PUMP W	0.00	207.97	
21675200 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-IRRIGATE 2414 HORSESH...	0.00	307.02	
21675300 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-IRRIGATE 1912 WAGON...	0.00	158.28	
22185901 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-FULTON PARK IRRIGATION	0.00	23.73	
25264000 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-METRO LIFT STATION	0.00	6.09	

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6601202 JUNE26	Invoice	06/30/2026	GC-JUNE26 ELECTRIC-PAVILLION	0.00	37.76	
6612303 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-COYOTE CREEK ENTRANCE	0.00	24.44	
6779701 JUNE26	Invoice	06/30/2026	REC-75% JUNE26 ELEC-REC	0.00	13,446.14	
704901 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-WWTP	0.00	208.06	
7225800 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-GAZEBO	0.00	24.80	
726705 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-SIGN 70110&70111	0.00	28.26	
7280200 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-WATER TANKS	0.00	25.08	
733101 JUNE26	Invoice	06/30/2026	GF-JUNE26 ELEC-SHOP	0.00	217.17	
762901 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-WELL #13	0.00	875.10	
803908 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-WTR TRMT PLANT	0.00	6,791.19	
8976200 JUNE26	Invoice	06/30/2026	UF-JUNE26 ELEC-N LIFT STATION	0.00	862.23	
001147	**Void**		07/14/2026 Regular	0.00	0.00	110534
	Void		07/14/2026 Regular	0.00	0.00	110535
	Void		07/14/2026 Regular	0.00	0.00	110536
	USA BLUE BOOK		07/14/2026 Regular	0.00	2,703.15	110537
	INV01089452	Invoice	07/01/2026 UF/SF-SUPPLIES-W/S LINES	0.00	2,703.15	
001174	WAGNER EQUIPMENT CO.		07/14/2026 Regular	0.00	405.97	110538
	P00C2924192	Invoice	06/30/2026 GF/SF/UF-PARTS FOR LOADER UNIT #32-S...	0.00	405.97	
001189	WELD COUNTY ACCTG DEPART		07/14/2026 Regular	0.00	11,763.67	110539
	JUNE 2026	Invoice	06/01/2026 JUNE 2026 FUEL CHARGES-	0.00	11,763.67	
001224	XCEL ENERGY-GAS		07/14/2026 Regular	0.00	237.60	110540
	984304542	Invoice	06/30/2026 GFMAY26 GAS BILL-PARKS	0.00	237.60	
001156	VERIZON WIRELESS SVCS LLC		07/14/2026 Regular	0.00	6,107.44	110541
	6147131238	Invoice	07/01/2026 GF- 05/27-06/26 VERIZON HOT SPOTS-MI...	0.00	6,107.44	
002254	ADIDAS AMERICA INC		07/21/2026 Regular	0.00	121.20	110542
	6165468509	Invoice	07/01/2026 GOLF-MERCHANDISE-PRO SHOP	0.00	25.20	
	6165733152	Invoice	07/05/2026 GOLF-MERCHANDISE-PRO SHOP	0.00	96.00	
003652	ANIMAL CLINIC LLC		07/21/2026 Regular	0.00	4.00	110543
	STATEMENT 07/...	Invoice	07/01/2026 GF-FINANCE CHARGE-PD	0.00	4.00	
000183	CALLAWAY GOLF SALES COMPANY		07/21/2026 Regular	0.00	6,450.00	110544
	942924127	Invoice	07/10/2026 GOLF-RANGE BALLS FOR DRIVING RANGE-...	0.00	6,450.00	
000239	CITY OF FORT LUPTON		07/21/2026 Regular	0.00	50.00	110545
	CIT #133524-1B	Invoice	07/10/2026 GF-RESTITUTION, CIT133524-1, M HERNA...	0.00	50.00	
000241	CITY OF FT LUPTON-UTIL INVOICE		07/21/2026 Regular	0.00	46,991.31	110546
	110035001 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-S RAILRO...	0.00	1,295.92	
	110036002 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-ANIMAL ...	0.00	247.93	
	110221001 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-RR PK SO...	0.00	612.68	
	110222001 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-RR PK NO...	0.00	1,478.01	
	110249001 JUNE...	Invoice	07/01/2026 GOLF-04/30-05/29WATER USAGE-CLUBH...	0.00	418.93	
	110251001 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-CC MAST ...	0.00	621.20	
	110252001 JUNE...	Invoice	07/01/2026 GOLF-04/30-05/29 WATER USAGE-IRRIGAT...	0.00	4,841.87	
	110252101 JUNE...	Invoice	07/01/2026 GOLF-04/30-05/29 WATER USAGE-RESTR...	0.00	139.68	
	330025001 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-9TH ST PK	0.00	548.23	
	330031001 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-N RAILRO...	0.00	1,966.78	
	330045001 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-PW SHOP	0.00	157.57	
	330092001 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-5TH & FU...	0.00	348.69	
	330166001 JUNE...	Invoice	07/01/2026 CPR-04/30-05/29 WATER USAGE-MUSEUM	0.00	134.34	
	330920000 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-CANNERY ...	0.00	35.12	
	550055501 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-VERIZON ...	0.00	687.38	
	550057001 JUNE...	Invoice	07/01/2026 CPR-04/30-05/29 WATER USAGE-COMM C...	0.00	779.73	
	550057601 JUNE...	Invoice	07/01/2026 REC-04/30-05/29 WATER USAGE-REC CEN...	0.00	2,438.59	
	550057701 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-IRRG REC ...	0.00	6,383.40	
	660092001 JUNE...	Invoice	07/01/2026 GF-04/30-05/29 WATER USAGE-LANCAST...	0.00	1,296.15	

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770109501 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-HERITAGE...	0.00	425.32	
770116501 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-HERITAGE...	0.00	386.77	
770214501 JUNE...	Invoice	07/01/2026	GOLF-04/30-05/29 WATER USAGE-IRRIGAT..	0.00	57.85	
770215800 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-NEW CITY...	0.00	158.33	
770229001 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-ROADSIDE...	0.00	1,205.60	
770229501 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-PEARSON ...	0.00	3,326.94	
770229601 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-PEARSON ...	0.00	59.36	
770231101 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-25.5 S GR...	0.00	50.65	
990004001 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-S MCKINL...	0.00	1,128.76	
990004101 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-KOSHIO PK..	0.00	102.79	
990006001 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-IRRIG N IS...	0.00	115.74	
990007001 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-IRRIG CITY...	0.00	335.61	
990008001 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-IRRIG S IS...	0.00	40.92	
990132001 JUNE...	Invoice	07/01/2026	CEM-04/30-05/29 WATER USAGE-CEMETE...	0.00	14,113.95	
999910000 JUNE...	Invoice	07/01/2026	GF-04/30-05/29 WATER USAGE-FULTON V...	0.00	1,050.52	
	Void	07/21/2026	Regular	0.00	0.00	110547
	Void	07/21/2026	Regular	0.00	0.00	110548
000306	COMCAST BUSINESS	07/21/2026	Regular	0.00	2,936.52	110549
276715576	Invoice	07/01/2026	COMCAST INTERNET, JULY 2026	0.00	2,936.52	
000307	COMCAST CABLE COMM, LLC	07/21/2026	Regular	0.00	268.73	110550
0208785 JULY26	Invoice	07/04/2026	GF-JULY 2026 INTERNET SERVICE-PLANNI...	0.00	268.73	
003925	DESIGN WORKSHOP, INC	07/21/2026	Regular	0.00	21,044.40	110551
0085676	Invoice	07/14/2026	GF-PARKS & TRAILS MASTER PLAN-PARKS	0.00	21,044.40	
000388	DIGETEK, LLC	07/21/2026	Regular	0.00	7,200.00	110552
1307	Invoice	07/01/2026	DTS Block of 40hrs	0.00	7,200.00	
003559	DRAKE DUO PRINTS LTD	07/21/2026	Regular	0.00	134.40	110553
1476	Invoice	07/06/2026	CPR-VOLLEYBALL CAMP SHIRTS-ATHL	0.00	134.40	
003631	EVERON, LLC	07/21/2026	Regular	0.00	179.17	110554
50576495 AUG 26	Invoice	07/01/2026	REC/GF-ALARM SECURITY MONITORING A...	0.00	179.17	
000445	EWING IRRIGATION PRODUCTS INC	07/21/2026	Regular	0.00	621.62	110555
31042421	Invoice	07/08/2026	GF-PLANTERS MIX-PARKS	0.00	380.00	
31053062	Invoice	07/09/2026	CEM-TOPSOIL, SUPPLIES-CEMETERY	0.00	51.62	
31067465	Invoice	07/10/2026	GF-PLANTERS MIX-PARKS	0.00	190.00	
002011	FRONT RANGE LUMBER COMPANY	07/21/2026	Regular	0.00	85.08	110556
54674/2	Invoice	07/09/2026	CEM-PARTS/SUPPLIES-CEMETERY	0.00	85.08	
002143	GREEN CO2 SYSTEMS	07/21/2026	Regular	0.00	45.29	110557
00407904	Invoice	07/08/2026	REC-POOL CO2 REFILL-REC CENTER	0.00	45.29	
003325	HEALTHY START CHILD CARE HEALTH CONSULT	07/21/2026	Regular	0.00	135.00	110558
33	Invoice	07/10/2026	REC-MONTHLY NURSE MEETING-REC CEN...	0.00	135.00	
000567	HIGH COUNTRY BEVERAGE CORP	07/21/2026	Regular	0.00	1,171.10	110559
W-7441791	Invoice	07/13/2026	GOLF-BEVERAGES-PRO SHOP	0.00	1,171.10	
003187	JOE JOHNSON EQUIPMENT LLC	07/21/2026	Regular	0.00	2,183.56	110560
P05876	Invoice	07/01/2026	GF-PARTS, SUPPLIES-STREETS	0.00	2,183.56	
002977	JOSEPH ELLIOTT USA LLC	07/21/2026	Regular	0.00	648.74	110561
39567	Invoice	07/01/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	648.74	
003577	JR ENGINEERING LLC	07/21/2026	Regular	0.00	14,263.50	110562
89289	Invoice	07/01/2026	SST-HWY 52 & COLLEGE AVE PROJECT DES...	0.00	14,263.50	
004063	JUSTIN INMAN	07/21/2026	Regular	0.00	188.28	110563
070826	Invoice	07/08/2026	GF-MEAL & MILEAGE REIMBURSE FOR CO...	0.00	188.28	

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001913	LUXOTTICA OF AMERICA, INC	07/21/2026	Regular	0.00	134.93	110564
6925477887	Invoice	07/04/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	134.93	
000847	NORMAN'S MEMORIALS INC.	07/21/2026	Regular	0.00	140.00	110565
070926	Invoice	07/09/2026	CEM-ROBERT D WAGNER-CEMETERY	0.00	140.00	
003044	PEAK FORM, LLC	07/21/2026	Regular	0.00	637.00	110566
7875K25213	Invoice	07/01/2026	GF-PRE EMPLOYMENT MEDICAL SERVICES,...	0.00	637.00	
000991	SCNS SPORTS FOODS INC	07/21/2026	Regular	0.00	160.68	110567
249775	Invoice	07/06/2026	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	160.68	
000999	SHAMROCK FOODS COMPANY	07/21/2026	Regular	0.00	2,167.81	110568
37088238	Invoice	07/08/2026	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	2,167.81	
003155	SHIRTS BY CHA LLC	07/21/2026	Regular	0.00	275.00	110569
3580	Invoice	07/01/2026	CPR-FIELD OF HONOR BANNER-EVENTS	0.00	275.00	
001022	SOUTHERN GLAZER'S OF CO	07/21/2026	Regular	0.00	225.64	110570
4079591	Invoice	07/08/2026	GOLF-BEVERAGES-PRO SHOP	0.00	225.64	
001624	STATE OF COLORADO	07/21/2026	Regular	0.00	6,971.55	110571
000068085	Invoice	07/01/2026	UF-BILLS/LATE NOTICES FOR JUNE 2026-UB	0.00	4,930.30	
000068106	Invoice	07/10/2026	UF-REPLY ENVELOPES-UB	0.00	2,041.25	
001052	SWIRE COCA-COLA, USA	07/21/2026	Regular	0.00	780.21	110572
53244801011	Invoice	07/10/2026	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	780.21	
001075	THE CONSOLIDATED MUTUAL	07/21/2026	Regular	0.00	722.01	110573
071426A	Invoice	07/14/2026	UF-JUNE2026 PERRY PIT DISCHARGE PUM...	0.00	96.46	
071426B	Invoice	07/14/2026	UF-JUNE 2026 WELL PUMP B-W STOR	0.00	585.71	
071426C	Invoice	07/14/2026	UF-JUNE 2026 WELL PUMP C-W STOR	0.00	39.84	
003861	TOP-NOTCH PAVEMENT SOLUTIONS LLC	07/21/2026	Regular	0.00	18,988.15	110574
2100	Invoice	07/01/2026	SST-Asphalt Patch & Seal CO#1-Streets	0.00	18,988.15	
003535	TRI-STATE FIREWORKS, INC	07/21/2026	Regular	0.00	30,000.00	110575
1065	Invoice	07/13/2026	CPR-4th of July Fireworks-Events	0.00	15,000.00	
1084	Invoice	07/13/2026	CPR-4th of July Fireworks-Events	0.00	15,000.00	
001149	UTILITY NOTIFICATION CENTER	07/21/2026	Regular	0.00	421.86	110576
226060480	Invoice	07/01/2026	UF-4TH BILLING TIER ANNUAL ASSESSMEN...	0.00	421.86	
002132	VECTOR DISEASE CONTROL	07/21/2026	Regular	0.00	3,659.49	110577
PI-A00018921	Invoice	07/01/2026	GF-MOSQUITO CONTROL-PW	0.00	3,659.49	
002660	WHITESIDE'S BOOTS AND CLOTHING	07/21/2026	Regular	0.00	749.88	110578
492627	Invoice	07/01/2026	GF-UNIFORMS FOR M ADAME-PW SHOP	0.00	164.97	
493000	Invoice	07/01/2026	GF-UNIFORMS FOR C GORDON-PW SHOP	0.00	169.97	
493088	Invoice	07/01/2026	GF-UNIFORMS FOR D. MENDOZA-FAC	0.00	239.97	
493089	Invoice	07/01/2026	GF-UNIFORMS FOR A INFANTE-FAC	0.00	354.96	
493122	Credit Memo	07/01/2026	GF-CREDIT FOR RETURN, A INFANTE-FAC	0.00	-179.99	
004136	WILLIAMS WATER CONSULTING LLC	07/21/2026	Regular	0.00	2,340.00	110579
2287	Invoice	07/14/2026	UF-Water Engineering Services-Water	0.00	2,340.00	
003196	AMAZE HEALTH	07/14/2026	EFT	0.00	2,250.00	9100931
INV-12639	Invoice	06/30/2026	GF-JUNE 2026 MONTHLY USER FEE-MISC	0.00	2,250.00	
001293	AMAZON.COM	07/14/2026	EFT	0.00	10,908.89	9100932
14J3-L46Q-7WQ6	Invoice	07/05/2026	GOLF-MERCHANDISE, PRE PACKAGED GO...	0.00	1,864.56	
14J3-L46Q-96VL	Invoice	07/05/2026	GF-PARTS, SUPPLIES-STREETS	0.00	439.29	
19NT-1M63-VTYG	Credit Memo	07/05/2026	GF-CREDIT FOR RETURNS-IT	0.00	-159.88	
1CKM-Q1GY-VLD6	Invoice	07/05/2026	GF-PARTS, SUPPLIES, MISC ITEMS-PD	0.00	877.85	
1FXF-43P7-RDYX	Invoice	07/05/2026	GF-SUPPLIES-FIN	0.00	49.09	

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1JQQ-6KLV-TMN7	Invoice	07/05/2026	GF/CPR/REC-SUPPLIES, PARTS, MISC ITEM...	0.00	5,549.34	
1XY1--9RNG-C4F3	Invoice	07/06/2026	IT Amazon Orders	0.00	2,288.64	
001918	AXON ENTERPRISES INC	07/14/2026	EFT	0.00	728.16	9100933
INUS457209	Invoice	06/30/2026	GF-AXON TASER HOLSTER-PD	0.00	728.16	
004057	CLINGERHAGERMAN LLC	07/14/2026	EFT	0.00	18,411.00	9100934
1290	Invoice	07/08/2026	GF-2025 Audit - FIN	0.00	18,411.00	
000361	DBC IRRIGATION SUPPLY	07/14/2026	EFT	0.00	2,205.08	9100935
S6425341.001	Invoice	06/25/2026	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	2,205.08	
000536	GOLF AND SPORT SOLUTIONS LLC	07/14/2026	EFT	0.00	711.83	9100936
56257	Invoice	06/30/2026	CPR-FIELD CLAY-ATHL	0.00	560.00	
56300	Invoice	06/30/2026	CPR-PEARSON INFIELD DIRT-ATHL	0.00	151.83	
002674	HAYES POZNANOVIC KORVER, LLC	07/14/2026	EFT	0.00	6,888.50	9100937
3375	Invoice	07/06/2026	WST-June Legal Fees-Water	0.00	6,888.50	
000698	L.G. EVERIST, INC	07/14/2026	EFT	0.00	162.66	9100938
777491	Invoice	07/06/2026	UF-SQUEEGEE-W LINES	0.00	162.66	
003101	LANGUAGELINE SOLUTIONS	07/14/2026	EFT	0.00	95.12	9100939
11961252	Invoice	06/30/2026	GF-OVER THE PHONE INTERPRETATION-PD	0.00	95.12	
004120	MITTERA GROUP INC	07/14/2026	EFT	0.00	1,947.52	9100940
1134684	Invoice	06/29/2026	UF-JACOBS COMPLIANCE MAILER-UB	0.00	1,947.52	
000862	O'REILLY AUTO PARTS	07/14/2026	EFT	0.00	507.11	9100941
4489-297937	Invoice	06/02/2026	GF-WIPER BLADES-PD	0.00	25.98	
4489-303527	Invoice	06/29/2026	UF-HEPA AND CABIN FILTERS-W LINES	0.00	87.61	
4489-304006	Invoice	07/01/2026	GF/UF/SF-PARTS FOR UNIT'S 22, 34, 11,9,4...	0.00	393.52	
003522	OTTEM ELECTRONICS	07/14/2026	EFT	0.00	300.00	9100942
26-0336	Invoice	07/01/2026	GOLF-QUARTERLY MONITORING 07/01/26...	0.00	300.00	
003046	PERKINS + WILL, INC.	07/14/2026	EFT	0.00	1,200.00	9100943
0438685	Invoice	07/01/2026	CPR-PERMIT DRAWINGS-COMM CENTER	0.00	1,200.00	
003635	WATERWORTH	07/14/2026	EFT	0.00	15,826.40	9100944
INV-2367	Invoice	07/08/2026	GF-WaterWorth Annual Software Subscrip...	0.00	15,826.40	
000048	AIRGAS USA LLC	07/21/2026	EFT	0.00	26.90	9100945
5525864175	Invoice	07/01/2026	GOLF-LARGE ACETYLENE, LARGE OXYGEN...	0.00	26.90	
001327	ALTA PEAK ROLLOFFS LLC	07/21/2026	EFT	0.00	1,302.55	9100946
5852	Invoice	07/08/2026	GF-ROLLOFF SERVICES AT WWTP-PW SHOP	0.00	972.55	
5874	Invoice	07/14/2026	GF-15 YARD-PARKS	0.00	330.00	
003962	BOHANNAN HUSTON INC	07/21/2026	EFT	0.00	10,689.00	9100947
000140028	Invoice	07/01/2026	UF-DROUGHT RESPONSE PLAN ENGINEER...	0.00	10,689.00	
002161	BOX INC	07/21/2026	EFT	0.00	77,315.77	9100948
INV13682827	Invoice	07/07/2026	GF-Box KeySafe & Premier Services Renew...	0.00	77,315.77	
002835	BRANDING BY BRE	07/21/2026	EFT	0.00	2,000.00	9100949
1440	Invoice	07/08/2026	CPR/REC-FALL 2026 REC CNTR SUMMER B...	0.00	2,000.00	
002122	BURNS & MCDONNELL ENGINEERING CO INC	07/21/2026	EFT	0.00	122,770.06	9100950
160868-32	Invoice	07/01/2026	UF-WATER TOWER CONSTRUCTION MAN...	0.00	78,090.57	
169164-27	Invoice	07/01/2026	UF-LIFT STATION/FORCE MAIN PROJECT R...	0.00	44,679.49	
003166	CODE RED AUDITS, LLC	07/21/2026	EFT	0.00	31,718.00	9100951
INV-FLnTHsec-26...	Invoice	07/14/2026	New CH - Cam and Acco	0.00	21,718.00	
INV-FLnwTHcd-2...	Invoice	07/14/2026	Cabling New City Hall	0.00	10,000.00	

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002723	EAGLE ROCK COMPANY OF COLO	07/21/2026	EFT	0.00	855.34	9100952
15477953	Invoice	07/07/2026	GOLF-BEVERAGES-PRO SHOP	0.00	307.55	
15500135	Credit Memo	07/13/2026	GOLF-BEVERAGES-PRO SHOP	0.00	-40.15	
15500136	Invoice	07/13/2026	GOLF-BEVERAGES-PRO SHOP	0.00	505.74	
15503866	Invoice	07/13/2026	GOLF-BEVERAGES-PRO SHOP	0.00	82.20	
003874	HPM, INC.	07/21/2026	EFT	0.00	1,209,758.66	9100953
011	Invoice	07/01/2026	UF-ELEVATED WATER STORAGE TANK CO...	0.00	1,177,426.31	
011-1	Invoice	07/01/2026	UF-Water Tower Project CO #2-Water	0.00	32,332.35	
000691	KONE INC	07/21/2026	EFT	0.00	140.80	9100954
872069659	Invoice	07/01/2026	REC-JUNE 2026 ELEVATOR MAINTENANCE...	0.00	140.80	
001292	LIFE STORIES CHILD & FAMILY ADVOCACY	07/21/2026	EFT	0.00	450.00	9100955
11-1089	Invoice	07/02/2026	GF-LE FEES-2ND QUARTER 2026-PD	0.00	450.00	
003203	MIDWEST CONNECT LLC	07/21/2026	EFT	0.00	285.00	9100956
845749	Invoice	07/01/2026	GF-REVERSE FLAT #10 ENVELOPES-FIN	0.00	285.00	
000227	MIRACLE PLAYSYSTEMS	07/21/2026	EFT	0.00	45,974.04	9100957
D2026-0346	Invoice	07/13/2026	CPR- 3 Shade Sales for Koshio Park Reno	0.00	26,507.04	
D2026-0347	Invoice	07/13/2026	CPR-Koshio Park Furnishings-Comm Center	0.00	19,467.00	
003046	PERKINS + WILL, INC.	07/21/2026	EFT	0.00	10,851.33	9100958
0435747	Invoice	07/07/2026	Community Center Office Renovation Desi...	0.00	10,851.33	
001643	PROCEDURE INC	07/21/2026	EFT	0.00	94,664.58	9100959
4136948	Invoice	07/01/2026	GF-INSPECTION FEES/PERMITS-BLDG INSP	0.00	94,664.58	
000931	R & L TIRES	07/21/2026	EFT	0.00	124.00	9100960
64173	Invoice	07/06/2026	GF-TIRE DISPOSAL FOR CLEAN UP DAYS-LE...	0.00	60.00	
64195	Invoice	07/07/2026	GOLF-TIRE SERVICE-MAINT	0.00	64.00	
003491	THALLE CONSTRUCTION CO INC	07/21/2026	EFT	0.00	476,163.51	9100961
22	Invoice	07/01/2026	UF FORCE MAIN & LIFT CONSTRUCTION S...	0.00	476,163.51	
001101	TODD HODGES DESIGN, LLC	07/21/2026	EFT	0.00	12,009.40	9100962
3788	Invoice	07/14/2026	GF-PLANNING SERVICES JUNE 29-JULY 12, ...	0.00	12,009.40	
001126	TYLER TECHNOLOGIES	07/21/2026	EFT	0.00	573.10	9100963
025-557942	Invoice	07/01/2026	GF-ONLINE PORTAL FEE-COURT	0.00	477.50	
025-558456	Invoice	07/01/2026	GF-TEXT REMINDER SERVICE-COURT	0.00	95.60	
001594	WILBUR-ELLIS COMPANY LLC	07/21/2026	EFT	0.00	3,221.67	9100964
17982985	Invoice	07/08/2026	GOLF-PARTS, SUPPLIES-MAINT	0.00	3,221.67	
000119	BANK OF COLORADO	07/10/2026	Bank Draft	0.00	9,064.86	DFT0002808
INV0002012	Invoice	07/10/2026	HSA DISTRIBUTION	0.00	9,064.86	
000119	BANK OF COLORADO	07/10/2026	Bank Draft	0.00	1,642.49	DFT0002809
INV0002013	Invoice	07/10/2026	HSA DISTRIBUTION	0.00	1,642.49	
000465	FIRE & POLICE PENSION ASC	07/10/2026	Bank Draft	0.00	3,055.03	DFT0002810
INV0002014	Invoice	07/10/2026	FPPA - PD Retirement Plan Contributions	0.00	3,055.03	
001416	VALIC_1	07/10/2026	Bank Draft	0.00	52,939.45	DFT0002811
INV0002015	Invoice	07/10/2026	VALIC - 457(b) \$ Contributions	0.00	52,939.45	
001265	IRS	07/10/2026	Bank Draft	0.00	103,098.76	DFT0002812
INV0002017	Invoice	07/10/2026	Federal Withholding	0.00	103,098.76	
001418	CO DEPARTMENT OF REVENUE	07/10/2026	Bank Draft	0.00	17,536.00	DFT0002813
INV0002018	Invoice	07/10/2026	CO Withholding	0.00	17,536.00	
001416	VALIC_1	07/10/2026	Bank Draft	0.00	36.58	DFT0002815

Council Check Report

Date Range: 07/08/2026 - 07/21/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002019	Invoice	07/10/2026	VALIC - 457(b) ROTH % Contributions	0.00	36.58	
001265	IRS	07/10/2026	Bank Draft	0.00	390.71	DFT0002816
INV0002020	Invoice	07/10/2026	Federal Withholding	0.00	390.71	
001418	CO DEPARTMENT OF REVENUE	07/10/2026	Bank Draft	0.00	63.00	DFT0002817
INV0002021	Invoice	07/10/2026	CO Withholding	0.00	63.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	194	86	0.00	306,815.91
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	9	9	0.00	187,826.88
EFT's	53	34	0.00	2,163,035.98
	256	134	0.00	2,657,678.77

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	194	86	0.00	306,815.91
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	9	9	0.00	187,826.88
EFT's	53	34	0.00	2,163,035.98
	256	134	0.00	2,657,678.77

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	7/2026	2,657,678.77
			2,657,678.77

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 7, 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, July 7, 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, David Crespín, Bruce Davis, Michael Sanchez, Claud Hanes, and Valerie Blackston.

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

City Administrator Chris Cross stated the dollar amount for the Motoraloea Grant under the consent agenda would be increasing from \$257,474.94 to \$283,468.00. It was moved by Bruce Davis and seconded by Bruce Fitzgerald to approve the agenda as amended. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the July 7, 2026 payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

City Administrator, Chris Cross read the following consent agenda items into the record. It was moved by Claud Hanes and seconded by Valerie Blackston to approve the Consent Agenda as presented with the following items:

- June 16, 2026 City Council Meeting Minutes
- Approving the First Amendment to the Intergovernmental Agreement Concerning Library Services Between the High Plains Library District and the City of Fort Lupton (AM 2026-097)
- Approving the Application of a Justice Assistance Grant in the Amount of \$257,474.94 for Motorola APX N70 Portable Radios and Authorizing Acceptance of the Grant

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 7, 2026**

(AM 2026-098)

- Approving Resolution 2026R037 RATIFYING THE APPOINTMENT OF CERTAIN NOMINEES TO THE BOARD OF TRUSTEES OF THE HIGH PLAINS LIBRARY BOARD (AM 2026-099)
- Accepting a Proposal from Miracle Playsystems for the Purchase of Park Furnishings for an Amount Not to Exceed \$38,934.01 to be Paid from the CPR Fund – Capital Projects (AM 2026-103)
- Accepting a Proposal from Miracle Playsystems for the Purchase of 3 Shade Sails for an Amount Not to Exceed \$53,014.08 to be Paid from the CPR Fund –Capital Projects (AM 2026-104)
- Approving the Installation of Two New Pumps for the Golf Course from Rocky Mountain Pumps and Controls for an Amount not to Exceed \$59,995.00, Allocated from the Golf Course Maintenance Department (AM 2026-102)
- Accepting a Proposal from Molecular Coatings Inc. for Exterior Painting of the Community Center and Recreation Center for an Amount Not to Exceed \$46,440.00 to be Paid from the CPR Fund – Capital Projects (AM 2026-105)
- Approving Resolution 2026R038 AMENDING THE GENERAL GUIDELINES FOR ADVISORY COMMITTEES EFFECTIVE JULY 7, 2026 (AM 2026-106)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2026-100 Approving the Annual Renewal of Box Enterprise Plus, KeySafe, and Premier Services for an Amount Not to Exceed \$77,315.77, Allocated from the IT Budget

The city has been using Box for file sharing and storage, both for internal use and external use of all file types, large and small. The Annual renewal cost is budgeted and will be coming out of IT Budget.

It was moved by Bruce Davis and seconded by Bruce Fitzgerald to Approve the Annual Renewal of Box Enterprise Plus, KeySafe, and Premier Services for an Amount Not to Exceed \$77,315.77, Allocated from the IT Budget. Motion passed unanimously on roll call vote.

AM 2026-101 Authorize Work Order to Jacobs Engineering for Maximum not to Exceed \$66,740.00 for Professional Engineering Services for Engineering Design for the Water Treatment Plant (WTP) Sampling Station Project from the Utility Fund

Jacobs Engineering is the current provider of engineering services for the City Wastewater Treatment Plant, Water Treatment Plant, and Distribution, Collection System repairs, maintenance and operational projects for the City of Fort Lupton under the Master Agreement, Appendix J, between the City and Jacobs (OMI).

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 7, 2026**

The City needs professional engineering and permitting for the City's Water Treatment Plant (WTP). Metro Water Recovery (METRO) has issued the City a Wastewater Discharge Permit to discharge water treatment filter back wash flows to the sanitary sewer. The permit requires the City to construct a meter and sampling facility at the WTP to sample and record data to monitor compliance with the industrial permit. The preliminary engineering report is complete and has been accepted by METRO in accordance with the compliance schedule.

This Work Order is for the final design and bid documents with a compliance schedule date of September 26, 2026.

Jacobs can begin work upon execution of the work order.

It was moved by David Crespin and seconded by Bruce Davis to A Authorize Work Order to Jacobs Engineering for Maximum not to Exceed \$66,740.00 for Professional Engineering Services for Engineering Design for the Water Treatment Plant (WTP) Sampling Station Project from the Utility Fund. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2026-004 Presentation and Review of the Cottonwood Downs Concept Plan

The Applicant has submitted a request for the consideration of a Concept Plan. The proposed concept plan provides a variety of single family attached and detached housing types totalling 126 single-family dwelling units. The proposal includes 62 detached houses, most of which would be alley-loaded, and 64 attached houses in a rowhouse style quadplex. It also proposes to connect Keri Street across the Fulton Ditch to Northrup Avenue, a park internal to the subdivision, and open space and trail along the western side of the Fulton Ditch. The current zoning of the property is PUD. A future Preliminary Plat submittal may be accompanied by a Change of Zone.

Pursuant to the Fort Lupton Development Code, Article 2.02 (D), a Concept Plan is an initial review of a proposed development. The intent of this process is to provide a general concept that describes the applicants' development vision. Similarly, review of a Concept Plan shall not have any formal decision or approval, but merely provides general consensus and offers the applicant direction for preparing a formal submittal. A Concept Plan is not intended to provide final comments or requirements, or restrict the City's discretion in subsequent stages of the review process.

The Property (Parcel Nos. 130933300001 and 130933300002) is 18.841 acres, more or less, and is located east and adjacent to Northrup Avenue, west and adjacent to the Fulton Ditch, and 760 feet north of 9th Street, more or less. The Property is located in portions of the Southwest Quarter of Section 33, Township 2 North, Range 66 West of the 6th PM, City of Fort Lupton, County of Weld, State of Colorado.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 7, 2026**

STAFF REPORTS

Public Works Director, Roy Vestal, stated that CDOT accepted the traffic signal at College Ave. and Highway 52 and that they will be moving forward with the design.

City Administrator, Chris Cross, stated America's Birthday Bash was a success and well attended. He praised staff for the hard work they put into coordinating the event.

MAYOR/COUNCIL REPORTS

The Mayor and Council expressed their appreciation for the Independence Day celebration and fireworks display. They extended their thanks to all staff members who made the event a success.

FUTURE CITY EVENTS

July 10-11, 2026 Citywide Yard Sales

August 4, 2026 National Night Out, South McKinley Ave. & Dexter Street, 5:00 p.m. - 8:00 p.m.

UPCOMING MEETINGS

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

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

July 28, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

August 4, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:15 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Chris Ceretto, Mayor



SUBJECT FOR DISCUSSION

Approving an Updated Intergovernmental Agreement (IGA) to Participate in Weld County's Designation of an Urban County Municipality that May be Able to Seek Funds Through the Allocation of Community Development Block Grants (CDBG) from the U.S. Department of Housing and Urban Development

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Weld County is requalifying to obtain Urban County classification for the next three successive fiscal years 2027-2029 and future years. The City has been partners with the County on CDBG funding since 2020 with its current IGA.

Weld County is seeking to continue partnerships with municipalities that are not Entitlement Cities i.e. cities with a population of less than 50,000 to participate, which the City of Fort Lupton qualifies for. The Grant Program will be operated by the County and the City will then be able to apply for CDBG funds through this program.

A new Intergovernmental Agreement between Weld County and the City of Fort Lupton is attached. The new IGA incorporates the original agreement, the first amendment to that agreement and the new HUD requirements.

This will continue to provide the opportunity for possible funding for improvements on qualifying housing and provide assistance to low and moderate-income persons who may need help in upgrading their homes. Funds may also be used to improve infrastructure, utilities, private sidewalks, roofing and more.

This new IGA needs to be formally accepted with a signature, and returned to our local CDBG office.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

Legal has reviewed and approved.

ALTERNATIVES/OPTIONS

Choose to not sign as an Urban County Designation through Weld County and Stay in the State system.

STAFF RECOMMENDATIONS

Staff Recommends approval of the IGA with Weld County and for the Mayor to sign.

Attachments: a. 2026 IGA with Weld County
 b. 2020 IGA with Weld County

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCT OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN WELD COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2026, by and between County of Weld, by and through the Board of County Commissioners of the County of Weld, whose address is P.O. Box 758, 1150 O Street, Greeley, CO 80632, a body corporate and politic of the State of Colorado, hereinafter referred to as “County,” and the City of Fort Lupton, whose address is 130 S McKinley Avenue, Fort Lupton, CO 80621, a municipality located in Weld County, State of Colorado, hereinafter referred to as “Municipality.” County and Municipality may be referred to collectively as “Parties,” and individually as “Party.”

WITNESSETH:

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 (“the Act”) thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act via the Community Development Block Grant (“CDBG”) program; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Subtitle B, Chapter V, Part 570 (“CDBG Regulations”), provide that a county must qualify as an “Urban County,” as defined therein, and submit to HUD an annual request for funding in the form of a Three (3) year Consolidated Plan (“Consolidated Plan”) and an Annual Action Plan (“AAP”) or a Three (3) year Consolidated Plan with an Annual Action Plan component (“CPAAP”). The municipalities and other units of local government within an Urban County may be included in the Urban County by intergovernmental or cooperative agreement and may thereby be included in the Urban County’s CDBG Program; and

WHEREAS, Weld County wishes to obtain Urban County classification for the next three successive fiscal years 2027-2029 and future years; and

WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2027-2029 are published in HUD Notice CPD-26-08, “Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program; and

WHEREAS, HUD has determined that County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted County pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of Municipality and, therefore, its ability to conduct the CDBG Program in Municipality is limited. Accordingly, in order for Municipality to be considered a part of the Urban County and be included in County's annual requests to HUD for CDBG Program funds, CDBG regulations require that Municipality and County enter into a cooperation agreement wherein Municipality authorizes and agrees to cooperate with County to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of Municipality, as may be approved and authorized between the Parties in the CDBG Agreements, including the Consolidated Plan, and in County's annual grant agreements with HUD; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, County and Municipality are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, County and Municipality have determined that it would be mutually beneficial and in the public interest to enter into this Agreement. Municipality that has entered into an intergovernmental agreement with the County shall be considered a "Participating Jurisdiction" and shall be eligible to participate in the County's CDBG programs for the County's qualification period; and

WHEREAS, the Mayor of the Municipality is authorized to execute this Agreement on the Municipality's behalf; and

WHEREAS, the County Executive is authorized to execute this Agreement on the County's behalf.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, County and Municipality agree as follows:

I. TERM OF AGREEMENT:

This Agreement covers the CDBG Entitlement program. Urban County does 'not' receive HOME or ESG funding. The initial term of this Agreement shall be for three (3) years covered by the Urban County qualification period of Federal Fiscal Years **2027**, through **2029**. Funding

for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

This Agreement shall automatically be renewed for participation for one successive three (3) year Urban County qualification period (Federal Fiscal Years 2030, 2031, 2032), unless either Party provides written notice that it elects not to participate in a new qualification period. The terminating Party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD Exchange Urban Counties website. The County will notify the Municipality in writing of the Municipality's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website.

The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and County and Municipality cannot terminate or withdraw from the Agreement while it remains in effect.

II. RESPONSIBILITIES OF MUNICIPALITY:

- A. Municipality and County Cooperation.** The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities.

Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.

- B. Delegation of Administrative and Supervisory Control.** Municipality acknowledges that County is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Municipality under the CDBG Program.
- C. Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), Municipality is subject to the same requirements applicable to “subrecipients,” including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, County shall use Sub-recipient Agreements for all projects administered on behalf of Municipality and shall notify Municipality of individual project and/or Activity County approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.
- D. Project Timelines.** The timeline for a project or activity shall commence when County provides written notification to Municipality of proposal/project/activity approval and authorization by County and/or HUD and a fully executed Subrecipient Agreement. Municipality shall submit to County, no less frequent than annually, formal Municipality proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. Municipality shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and Municipality shall allocate the funds received hereunder accordingly. Municipality understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless County determines that extenuating circumstances beyond Municipality control exist, permitting the project to proceed and be completed in a reasonable time. Unobligated or unexpended funds not used by Municipality shall be transferred to the allocation formula for redistribution. County will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.
- E. Payment Process.**
- 1. Applications for Funding.** Before County distributes any funds to Municipality under this Agreement, Municipality shall submit to County an application for funding, which shall be in the form and format specified by County and in compliance with HUD regulations.
- F. Non-Appropriation Clauses.** Municipality agrees that every contract to which it is a party involving the use of CDBG funds allocated here under shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of County General Funds.

1. **Accounting Standards.** Municipality's financial management system shall be in compliance with the standards specified in OMB Circular A-87, now superseded by regulations codified at 2 C.F.R. Part 200, Subpart E. In addition, Municipality shall comply with OMB Circular A-110, now superseded by regulations codified at 2 C.F.R. Part 200, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

G. **Expenditure Restrictions.** All CDBG funds approved by HUD for expenditure under County's Grant Agreement, including those that are identified for Municipality projects and activities, shall be allocated to the specific projects and activities described and listed in Municipality's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of County and/or HUD, as required.

H. **Additional Spending Limitations.** By executing the CDBG cooperation agreement, the included Municipality understands that it:

- a. May not apply for grants under the State CDBG Program for fiscal years during the period in which it participates in the Urban county's CDBG program.
- b. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the Urban County does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments.
- c. May receive a formula allocation under the ESG Program only through the Urban county.
- d. This does not preclude the Urban County or the Municipality from applying for HOME or ESG funds from the State, if the State allows.

I. **Municipality as Independent Contractor.** Municipality shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, Municipality shall be deemed to be acting as an independent contractor and not as an employee of County. Municipality shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants, contractors, and subcontractors during the term and performance of this Agreement. No elected official, employee, servant, contractor, or subcontractor of Municipality shall be deemed to be an employee, servant, contractor, or subcontractor of County because of the performance of any services or work under this Agreement. Municipality, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as applicable and/or required by law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, Municipality understands that it and its elected officials, employees, and agents are not entitled to workers' compensation benefits from County. Municipality further understands that it is solely obligated**

for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement, as applicable. Unemployment insurance benefits will not be available to Municipality unless unemployment coverage is provided by the Municipality or some other entity.

J. Excessive Force. Municipality has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

K. Record Retention. Municipality shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. Municipality will provide full access to these records to County, the Secretary of HUD or the Secretary's designee, the Office of Inspector General, and/or the U.S. Government Accountability Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. Municipality further agrees to provide County, upon request, a copy of any audit records pertaining to Municipality's CDBG Program operations during the term of this Agreement. Municipality shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.

L. Termination Asset Management. If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 2 CFR Part 200 and any other applicable HUD and/or Federal regulations.

M. Compliance With Local Laws. All responsibilities of Municipality enumerated herein shall be subject to applicable State statutes and regulations and Municipality ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within Municipality.

III. RESPONSIBILITIES OF COUNTY:

A. Administrative Oversight. County, as a designated Urban County and Municipality, is ultimately responsible for the administrative oversight and supervision of all funds. As such, it is responsible for ensuring that all funds allocated to Municipality are expended in accordance with the AAP, all Agreements and/or Contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of County to exercise only that degree of administrative and supervisory control concerning Municipality projects and activities as necessary to

comply with such requirements and in accordance with the provisions of this Agreement and any Subrecipient Agreement.

B. Distribution of Funds. The distribution of CDBG funds between County and Municipality shall be determined as follows:

1. **Administrative Allocation.** County shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to County for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of County for the aforementioned purposes.
2. **Allocations to Participating Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the County and Municipality.
3. **Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
4. **Benefit to Low- and Moderate-Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. County and Municipality agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, Municipality shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.

IV. MUTUAL RESPONSIBILITIES AND MISCELLANEOUS PROVISIONS:

- A. Compliance With Federal Laws and Regulations.** The Parties shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by County in which Municipality is included. The county and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

Parties agree that no actions shall be taken that prohibit Urban County from funding activities in, or in support of, any Participating UGLG that impedes County's actions to comply with its fair housing certification.

Parties agree that Urban County and the Participating UGLG are obligated to comply with Urban County's certification (under section 104(b) of Title I of the Housing and

Community Development Act of 1974), that grants will be conducted and administered in conformity with:

- Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR Part 1);
- the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR Part 100, and the duty to affirmatively further fair housing (AFFH); and
- Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates:
 - Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8;
 - Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35;
 - the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146;
 - Section 3 of the Housing and Urban Development Act of 1968;
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24;
 - Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42; and
- Other applicable laws

B. Governmental Immunity. County and Municipality are “Public Entities” as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.

C. Fair Housing.

County is prohibited from funding activities that do not comply with HUD’s policies and regulations concerning fair housing. Municipality agrees to affirmatively further fair housing. Municipality agrees not to take any actions pursuant to funding it receives under this Agreement that would result in County being in noncompliance with its Fair Housing Certification. Municipality acknowledges that noncompliance by Municipality may constitute noncompliance by County, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes County’s actions to comply with County’s Fair Housing Certification.

D. Reporting. Municipality will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by County and HUD. This includes providing to County information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. County shall be responsible for

confirming the compliance of Municipality projects with applicable Federal laws and regulations. County shall further be responsible for maintaining proper documentation of County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.

1. **Support of Nonprofit Organizations.** County recognizes nonprofit organizations as being valuable partners in addressing the needs of low and moderate-income citizens. Municipality is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or Municipality. CDBG funds should supplement activities above and beyond what local Municipality funds normally support; they are not meant to displace use of local support.

2. **Termination.** This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.

E. **Entire Agreement.** This writing constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

F. **No Third-Party Beneficiary Enforcement.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

G. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.

H. **Modification and Breach.** This Agreement contains the entire Agreement and understanding between the Parties and supersedes any other Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

- I. Prohibition of Fund Use.** Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- J. Legal Opinion.** The terms and provisions of this agreement are fully authorized under state and local law and that the agreement provides the legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities within the Participating UGLG's jurisdiction. Attached and incorporated into this Agreement is **Exhibit A**, County Counsel's Legal Opinion letter regarding this issue.
- K. Notices.** All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses set forth below:

MUNICIPALITY:

COUNTY:

Cynthia Martin, Weld County
1301 N 17th Ave., PO Box 758,
Greeley, CO 80632

IN WITNESS WHEREOF, County Executive and Municipality Mayor are authorized to execute this Agreement on their respective behalf's and have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

CITY OF FORT LUPTON, COLORADO

By: _____
Maricela Peña, City Clerk

By: _____
Chris Ceretto, Mayor

ATTEST:

WELD COUNTY Clerk to the Board

**COUNTY OF WELD, STATE OF
COLORADO, by and through the BOARD
OF COUNTY COMMISSIONERS OF THE
COUNTY OF WELD**

By: _____
Deputy Clerk to the Board

By: _____
Scott K. James, Chair

EXHIBIT A



WELD COUNTY ATTORNEY'S OFFICE
1150 O STREET
P.O. BOX 758
GREELEY, CO 80632-0758
WEBSITE: www.co.weld.co.us
PHONE: (970) 336-7235
FAX: (970) 352-0242

July 2, 2026

ATTN: Benjamin Alamprese
U.S. Department of Housing and Urban Development
Office of Community Planning & Development
Region VIII
1670 Broadway, 24th Floor
Denver, CO 80202

Dear Mr. Alamprese:

In my professional opinion, the terms and provisions of the intergovernmental agreements between Weld County and our municipalities participating in the Community Development Block Grant program continue to be authorized by state and local law. Said agreements also provide full legal authority for the county. Please feel free to forward this opinion as necessary. Also please feel free to reach out to me if there are any questions.

Sincerely,

Byron J. Howell

Byron Howell, Colorado Atty. Reg. No. 24604
Assistant Weld County Attorney
bhowell@weld.gov

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCT OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN WELD COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this 17 day of March, 2020, by and between County of Weld, by and through the Board of County Commissioners of County of Weld, whose address is P.O. Box 758, 1150 O Street, Greeley, CO 80632, a body corporate and politic of the State of Colorado, hereinafter referred to as "County," and City of Fort Lupton, whose address is 130 S. McKinley Avenue, Ft. Lupton, CO 80621, a municipality located in Weld County, State of Colorado, hereinafter referred to as "Municipality." County and Municipality may be referred to collectively as "Parties," and individually as "Party."

WITNESSETH:

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 ("the Act") thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act via the Community Development Block Grant ("CDBG") program; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Volume 3, Subtitle B, Chapter V, Part 570 ("CDBG Regulations"), provide that a county must qualify as an "Urban County," as defined therein, and submit to HUD an annual request for funding in the form of a Three (3) year Consolidated Plan ("Consolidated Plan") and an Annual Action Plan ("AAP") or a Three (3) year Consolidated Plan with an Annual Action Plan component ("CPAAP"). The municipalities and other units of local government within an Urban County may be included in the Urban County by intergovernmental or cooperative agreement and may thereby be included in the Urban County's CDBG Program; and

WHEREAS, Weld County wishes to obtain Urban County classification for the next three successive fiscal years 2021 -2023 and future years; and

WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2020-2022 are published in HUD Notice CPD-19-04, "Instructions for Urban County Qualification for Participation in the

2020-1126(1)

Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2020-2022;" and

WHEREAS, HUD has determined that County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted County pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of Municipality and, therefore, its ability to conduct the CDBG Program in Municipality is limited. Accordingly, in order for Municipality to be considered a part of the Urban County and be included in County's annual requests to HUD for CDBG Program funds, CDBG regulations require that Municipality and County enter into a cooperation agreement wherein Municipality authorizes and agrees to cooperate with County to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of Municipality, as may be approved and authorized in County's annual grant agreements with HUD; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, County and Municipality are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, County and Municipality have determined that it would be mutually beneficial and in the public interest to enter into this Agreement. Municipality that has entered into an intergovernmental agreement with the County shall be considered a "Participating Jurisdiction" and shall be eligible to participate in the County's CDBG programs for the County's qualification period.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, County and Municipality agree as follows:

I. TERM OF AGREEMENT:

This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be for three (3) program years, beginning **July 1, 2020**, ending **June 30, 2023**. Funding for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. By the date specified in HUD's Urban County qualification notice for the next qualification period, County shall provide notice to Municipality of its right not to participate in the additional

term, pursuant to applicable HUD regulations. Any changes to this Agreement required pursuant to HUD's Urban County Qualification Notice shall be made by written amendment to this Agreement, which shall be mutually agreed upon and executed by both Parties hereto and submitted to HUD.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and County and Municipality cannot terminate or withdraw from the Agreement while it remains in effect.

II. RESPONSIBILITIES OF MUNICIPALITY:

- A. Municipality and County Cooperation.** Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.
- B. Delegation of Administrative and Supervisory Control.** Municipality acknowledges that County is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Participating Jurisdiction under the CDBG Program.
- C. Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), Municipality is subject to the same requirements applicable to "subrecipients," including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, County shall use Sub-recipient Agreements for all projects administered on behalf of Municipality and shall notify Municipality of individual project and/or Activity County approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.

D. Project Timelines. The timeline for a project or activity shall commence when County provides written notification to Municipality of proposal/project/activity approval and authorization by County and/or HUD and a fully executed Subrecipient Agreement. Municipality shall submit to County, no less frequent than annually, formal Municipality proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. Municipality shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and Municipality shall allocate the funds received hereunder accordingly. Municipality understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless County determines that extenuating circumstances beyond Municipality control exist, permitting the project to proceed and be completed in a reasonable time. Unobligated or unexpended funds not used by Municipality shall be transferred to the allocation formula for redistribution. County will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.

E. Payment Process.

1. **Applications for Funding.** Before County distributes any funds to Municipality under this Agreement, Municipality shall submit to County an application for funding, which shall be in the form and format specified by County and in compliance with HUD regulations.

F. Non-Appropriation Clauses. Municipality agrees that every contract to which it is a party involving the use of CDBG funds allocated hereunder shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of County General Funds.

1. **Accounting Standards.** Municipality's financial management system shall be in compliance with the standards specified in OMB Circular A-87. In addition, Municipality shall comply with OMB Circular A-110, Attachment F, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

G. Expenditure Restrictions. All CDBG funds approved by HUD for expenditure under County's Grant Agreement, including those that are identified for Municipality projects and activities, shall be allocated to the specific projects and activities described and listed in Municipality's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of County and/or HUD, as required.

H. **Additional Spending Limitations.** Municipality understands that, while this Agreement is in effect, it may not apply for grants under the "Small Cities" or State CDBG Programs and HOME consortium with other local governments, except through the County regardless whether the County receives a HOME allocation for the Federal fiscal years during which it is participating in the Urban County's CDBG Program.

I. **Municipality as Independent Contractor.** Municipality shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, Municipality shall be deemed to be acting as an independent contractor and not as an employee of County. Municipality shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants, contractors, and subcontractors during the term and performance of this Agreement. No elected official, employee, servant, contractor, or subcontractor of Municipality shall be deemed to be an employee, servant, contractor, or subcontractor of County because of the performance of any services or work under this Agreement. Municipality, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as applicable and/or required by law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, Municipality understands that it and its elected officials, employees, and agents are not entitled to workers' compensation benefits from County. Municipality further understands that it is solely obligated for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement, as applicable. Unemployment insurance benefits will not be available to Municipality unless unemployment coverage is provided by the Municipality or some other entity.**

J. **Excessive Force.** Municipality has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

K. **Record Retention.** Municipality shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. Municipality will provide full access to these records to County, the Secretary of HUD or the Secretary's designee, the Office of Inspector General, and/or the General Accounting Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. Municipality further agrees to provide County, upon request, a copy of any audit records pertaining to Municipality's CDBG Program operations during the term of this Agreement.

Municipality shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.

- L. Termination Asset Management.** If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 24 C.F.R. Volume 1, Subtitle A, Part 85 and any other applicable HUD and/or Federal regulations.
- M. Compliance With Local Laws.** All responsibilities of Municipality enumerated herein shall be subject to applicable State statutes and regulations and Municipality ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within Municipality.

III. RESPONSIBILITIES OF COUNTY:

- A. Administrative Oversight.** County, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all funds. As such, it is responsible for ensuring that all funds allocated to Municipality are expended in accordance with the AAP, all Agreements and/or Contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of County to exercise only that degree of administrative and supervisory control concerning Municipality projects and activities as necessary to comply with such requirements and in accordance with the provisions of this Agreement and any Subrecipient Agreement.
- B. Distribution of Funds.** The distribution of CDBG funds between County and Municipality shall be determined as follows:
 - 1. Administrative Allocation.** County shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to County for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of County for the aforementioned purposes.
 - 2. Allocations to Participating Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the County and Participating Jurisdictions.
 - 3. Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
 - 4. Benefit to Low and Moderate Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. County and Municipality agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds

toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, Municipality shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.

IV. MUTUAL RESPONSIBILITIES AND MISCELLANEOUS PROVISIONS:

- A. **Compliance With Federal Laws and Regulations.** The Parties shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by County in which Municipality is included. These include but are not limited to: the Act, as most recently amended, including all associated regulations, rules, guidelines, and circulars promulgated by the Federal departments, agencies, and commissions relating to the CDBG Program; the Davis-Bacon Act, as applicable; Section 3, as applicable; Minority-Owned Businesses/Women-Owned Businesses, as applicable; the Contract Work Hours and Safety Standards Act; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; the Housing and Community Development Act of 1974; The Fair Housing Act; the Uniform Federal Accessibility Standards (UFAS); the Americans With Disabilities Act (ADA); and the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, and any associated regulations and rules. Additionally, in accordance with 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570, no employee, official, agent or consultant of the Municipality shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise. The Parties shall take all actions necessary to assure compliance with County's Urban County certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
- B. **Governmental Immunity.** County and Municipality are "Public Entities" as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.
- C. **Fair Housing.** County is prohibited from funding activities that do not comply with HUD's policies and regulations concerning fair housing. Municipality agrees to affirmatively further fair housing. Municipality agrees not to take any actions pursuant to funding it receives under this Agreement that would result in County being in noncompliance with its Fair Housing Certification. Municipality acknowledges that noncompliance by Municipality may constitute noncompliance by County, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with County's Fair Housing Certification.

- D. Reporting.** Municipality will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by County and HUD. This includes providing to County information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. County shall be responsible for confirming the compliance of Municipality projects with applicable Federal laws and regulations. County shall further be responsible for maintaining proper documentation of County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.
- 1. Support of Nonprofit Organizations.** County recognizes nonprofit organizations as being valuable partners in addressing the needs of low and moderate-income citizens. Municipality is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or Municipality. CDBG funds should supplement activities above and beyond what local Municipality funds normally support; they are not meant to displace use of local support.
- 2. Termination.** This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.
- E. Entire Agreement.** This writing constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.
- F. No Third-Party Beneficiary Enforcement.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be incidental beneficiary only.
- G. Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.
- H. Modification and Breach.** This Agreement contains the entire Agreement and understanding between the Parties and supersedes any other Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No

breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

- I. **Prohibition of Fund Use.** The Parties may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act.
- J. **Legal Opinion.** The terms and provisions of this agreement are fully authorized under State and local law and the agreement provides full legal authority for the county.
- K. **Notices.** All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses set forth below:

MUNICIPALITY:

Zo Stieber
130 S. McKinley Avenue
Ft. Lupton, CO 80621

COUNTY:

Don Sandoval
Weld County
1150 "O" Street
P.O. Box 758
Greeley, CO 80632

IN WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

By: Maricela Peña
Maricela Peña, City Clerk



CITY OF FORT LUPTON, COLORADO

By: Zo Stieber 3/17/20
Zo Stieber, Mayor

ATTEST: Locher G. Leisick
WELD COUNTY Clerk to the Board

COUNTY OF WELD, STATE OF
COLORADO, by and through the BOARD
OF COUNTY COMMISSIONERS OF THE
COUNTY OF WELD

By: Clayton
(Deputy) Clerk to the Board



By: Mike Freeman
Mike Freeman, Chair

APR 15 2020

2020-1126(1)

The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it sets out the President's policy for the new year. The President states that he will continue to support the Union, and will use all the powers of the Executive to maintain the peace and harmony of the country.

The second part of the document is a report from the Secretary of the Treasury, dated January 1, 1861. It contains a detailed account of the financial state of the country, and of the measures which have been taken to maintain the public credit. The Secretary states that the country is in a sound financial position, and that the measures which have been taken are sufficient to maintain the public credit.

The third part of the document is a report from the Secretary of the Interior, dated January 1, 1861. It contains a detailed account of the state of the public lands, and of the measures which have been taken to manage them. The Secretary states that the public lands are in a good state of preservation, and that the measures which have been taken are sufficient to manage them.

The fourth part of the document is a report from the Secretary of the War, dated January 1, 1861. It contains a detailed account of the state of the military, and of the measures which have been taken to maintain the national defense. The Secretary states that the military is in a good state of readiness, and that the measures which have been taken are sufficient to maintain the national defense.

The fifth part of the document is a report from the Secretary of the Navy, dated January 1, 1861. It contains a detailed account of the state of the navy, and of the measures which have been taken to maintain the national defense. The Secretary states that the navy is in a good state of readiness, and that the measures which have been taken are sufficient to maintain the national defense.

The sixth part of the document is a report from the Secretary of the State, dated January 1, 1861. It contains a detailed account of the state of the foreign relations of the country, and of the measures which have been taken to maintain the national defense. The Secretary states that the foreign relations of the country are in a good state of harmony, and that the measures which have been taken are sufficient to maintain the national defense.

The seventh part of the document is a report from the Secretary of the Education, dated January 1, 1861. It contains a detailed account of the state of the public education, and of the measures which have been taken to maintain the national defense. The Secretary states that the public education is in a good state of progress, and that the measures which have been taken are sufficient to maintain the national defense.

The eighth part of the document is a report from the Secretary of the Agriculture, dated January 1, 1861. It contains a detailed account of the state of the agriculture, and of the measures which have been taken to maintain the national defense. The Secretary states that the agriculture is in a good state of progress, and that the measures which have been taken are sufficient to maintain the national defense.



AMENDMENT to
Intergovernmental Agreement for Conduct of
Community Development Block Grant Program in Weld County
Between the County of Weld
And
[City of Fort Lupton]

This Amendment to Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County (the "Amendment") is made and entered into 9th day of September, ~~2020~~, by and between the County of Weld, by and through the Board of County Commissioners of County of Weld (the "County"), and [City of Fort Lupton] (the "Municipality").

WITNESSETH:

WHEREAS, the parties entered into an Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County (the "Agreement") dated March 17, 2020, identified by the Weld County Clerk to the Board of County Commissioners as document No. [2020-1126], and approved on [April 15, 2020]; and

WHEREAS the parties hereby agree to amend the Agreement to incorporate the CDBG Program requirements described in Notice CPD-20-03, Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2021-2023 (the "Notice").

NOW THEREFORE, in consideration of the premises, the parties hereto covenant and agree as follows:

1. The reference to Notice CPD-19-04 is amended to reflect Notice CPD-20-03, the current rules and regulations to qualify as an Urban County for Fiscal Years 2021-2023.
2. The first paragraph of Section I of the Agreement is hereby replaced with the following:

This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be three years covered by the urban county qualification period of Federal Fiscal Year 2021 through 2023. Funding for this Agreement is based on the Federal fiscal year which begins October 1st and ends September 30th of the following year.

3. The second paragraph of Section I of the Agreement is hereby replaced with the following:

This Agreement shall automatically be renewed for additional three (3) year qualification periods unless either party provides written notice that it elects not to participate in a new qualification period. Each party must adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period; the amendment must be submitted to HUD as provided in the urban county qualification notice; and failure to comply will void the automatic renewal for such qualification period.

4. Section II.A. of the Agreement is hereby amended to include the following statement:

The County and the municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

2020-1126(1)

5. Section II.H. of the Agreement is hereby replaced with the following:

By executing the CDBG cooperation agreement, the included municipality understands that it:

- a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program;
- b. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments; and
- c. May receive a formula allocation under the ESG Program only through the urban county.

6. Section II.L. of the Agreement is hereby replaced by the following:

If Municipality terminates its participation in the urban county CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 2 CFR Part 200 and any other applicable HUD and/or Federal regulations.

7. All other terms and conditions of the Original Agreement are unchanged and remain in full force and effect.

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

ATTEST: Gather E. Mevik
Weld County Clerk to the Board

By: Cheryl W. Hoggart
Deputy Clerk to the Board



COUNTY:

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

Mike Freeman
Mike Freeman, Chair

SEP 09 2020

City of Fort Lupton:

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

By: Zo Steber
Zo Steber, Mayor

Date: _____

2020-1126(1)



SUBJECT FOR DISCUSSION

Ratify Vote of Yes to the Amendment from Dacono to the Highway 52 Access Control Plan sent by CDOT on July 7, 2026.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Colorado Department of Transportation (CDOT) is requesting an amendment to the Hwy 52 Access Control Plan (ACP) adopted in June 2, 2022, to allow for the modification of the Hwy 52 at the Sharp Farms Subdivision development in Dacono.

The ACP currently plans for the Hwy 52 restricted access to be located at mile marker 12.92-S. The change moves the access 250-feet to the east to mile marker 12.97-S and remain as a Right in Right Out restricted access. Closure of the access at mile marker 12.92-S is proposed.

The Town of Dacono is a co-sponsor of the amendment.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

Per the IGA, each agency will provide their decision to CDOT within 30 days by August 6, 2026. A “No response” vote is equated as a NO vote and a 2/3rds majority is required for the amendment to pass.

ALTERNATIVES/OPTIONS

- Vote yes to approved the amendment
- Vote No
- Do nothing (counts as a NO vote)

STAFF RECOMMENDATIONS

City staff recommends approval of the amendment to Hwy 52 ACP

Attachments:

- a. Hwy 52 Dacono Memo
- b. Sharpe Amendment Request Letter
- c. ACP Amendment Modified Map and Table
- d. Hwy 52 ACP Amendment Process

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



COLORADO

Department of Transportation

Region 4
Permits Unit
10601 West 10th Street
Greeley, CO 80634

July 7th, 2026

Dear Hwy 52 Access Control Plan Member Communities,

Attached to this email is an official amendment to the Colorado Highway 52 Access Control Plan. This amendment is sponsored by the City of Dacono and calls for the Access Control Plan to be modified in the following ways:

1. Allow for the currently approved right in & right out access point at mile post 12.92 to relocate approximately 275 feet further east to better serve an upcoming development (Sharp Farms). The new relocated access point will remain a right in & right out access. This new access will have both an Eastbound Hwy 52 deceleration and acceleration lane.

Under the amendment process of this plan, the Town of Erie, Town of Frederick, City of Dacono, City of Fort Lupton, Town of Hudson, Town of Keenesburg, Boulder County, Weld County, and CDOT is required to submit their vote to CDOT in writing within 30 days of today's date, making the due date for votes **Tuesday, August 6th, 2026**. E-mail is an acceptable form of communication regarding each municipality's vote. Nothing formal on letterhead is required unless your municipality so chooses. An affirmative majority of 6 yes votes is required to amend this plan. A lack of response from a municipality within the 30-day period will be interpreted as a **no** vote.

Please review and discuss this amendment request with the appropriate people in your municipality. Votes can be sent to CDOT thru the following mechanisms:

CDOT
Attn: Tim Bilobran
10601 W. 10th Street
Greeley, CO 80634

Thru E-mail: Timothy.Bilobran@state.co.us

Once all votes are received CDOT will provide the results and a tally sheet to each municipality. Should this process result in this Access Control Plan amendment being approved, a new access permit will be required for the right in & right out access point, along with a full suite of construction drawings.

If you should have any questions, please do not hesitate to contact me at 970-302-4022.

Sincerely,

Tim Bilobran
CDOT Region 4 Permits Manager





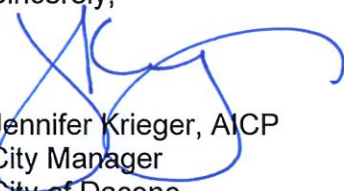
February 23, 2026

RE: Designated Official Authorization- State Highway 52 PEL Access Control Plan Major Amendment for the City of Dacono at Mile Marker 12.97-S

Dear SH-52 PEL ACP Partnering Agencies,

The purpose of this letter is to authorize the submission of a CDOT SH-52 Access Control Plan (ACP) Amendment request by the City of Dacono. The ACP Amendment is requesting one right-in/right-out access to be relocated from its current approved access location at mile marker 12.92-S to a future proposed location at 12.97-S in Dacono, Colorado.

Sincerely,

A handwritten signature in blue ink, appearing to read "JK", is written over the typed name and title.

Jennifer Krieger, AICP
City Manager
City of Dacono

CITY OF DACONO

512 Cherry Street Dacono, Colorado 80514 | Phone 303.833.2317 | Fax 303.833.5528 | CityofDacono.com



February 23, 2026

RE: State Highway 52 PEL Access Control Plan Major Amendment for the City of Dacono at Mile Marker 12.97-S

Dear SH-52 ACP Partner Agencies,

The purpose of this letter is to formally request an amendment to the SH-52 PEL ACP for one right-in/right-out access to be relocated from its current approved access location at mile marker 12.92-S to a future proposed location at 12.97-S in Dacono, Colorado. The proposed access point is located on the south side of SH-52 between the Flying Circle/William Bailey and Colorado Boulevard signalized intersections and is proposed as an access for a commercial property known as Sharpe Farms in Dacono. No proposed alterations to any other access points along the north side of SH-52 are contemplated and the existing restricted right-in/right-out access located at mile marker 13.08-N is not proposed to be altered with this amendment.

The Sharpe Farms property is approximately 20 acres and is proposing to use the access point at 12.97-S as the primary access point from SH-52 into the development. Other access points for the property will be from the existing intersection at Flying Circle Boulevard and a new access point at 6th Street and Colorado Boulevard intersection (proposed as roundabout), completing a needed alternative road connection to the east. The proposed access point on SH-52 will be restricted to a right-in/right-out movement, meaning westbound traffic on SH-52 cannot turn left into the site, while eastbound traffic will be able to access the property and only exit onto SH-52 headed east. Westbound traffic will be able to access the property from either the Colorado Boulevard/6th Street roundabout or at the intersection at SH-52 and Flying Circle.

The proposed amendment involves moving the restricted access approved in the SH-52 ACP approximately 275 feet to the east. The proposed relocation will allow for a greater deceleration distance for eastbound traffic from SH-52 and still provide for adequate acceleration for eastbound traffic entering back onto SH-52 before the Colorado Boulevard intersection.

Included with the proposed amendment is the supporting traffic analysis for Sharpe Farms Subdivision. That study indicates that the proposed access point will accommodate the required deceleration and acceleration lanes needed for the proposed access to/from SH-52

Enclosed with this requested amendment are the following supporting materials:

1. A memorandum from Fox Tuttle Transportation Group to Chris Strawn, dated February 3, 2026, with the approved and proposed access locations shown.
2. The Access Control Plan, Sheet 16 of 50, with the proposed location of the access for the property at mile marker 12.97-S.
3. Traffic Impact Study from Fox Tuttle Transportation Group, LLC, dated Sept. 2, 2025.

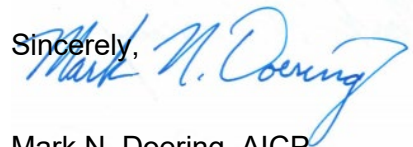
CITY OF DACONO

512 Cherry Avenue, Dacono, Colorado 80514 | Phone 303.833.2317 | Fax 303.833.5528 | www.daconoco.gov

We appreciate the opportunity to work with the SH-52 ACP Partnering Agencies to amend the location of an access to the highway in Dacono, and recognize that it is vital to all our partners' interests.

Should any additional information be required, please contact Mark N. Doering, ACIP, Planning Manager, at mndoering@daconoco.gov or by telephone at 303-833-2317 extension 125.

Sincerely,

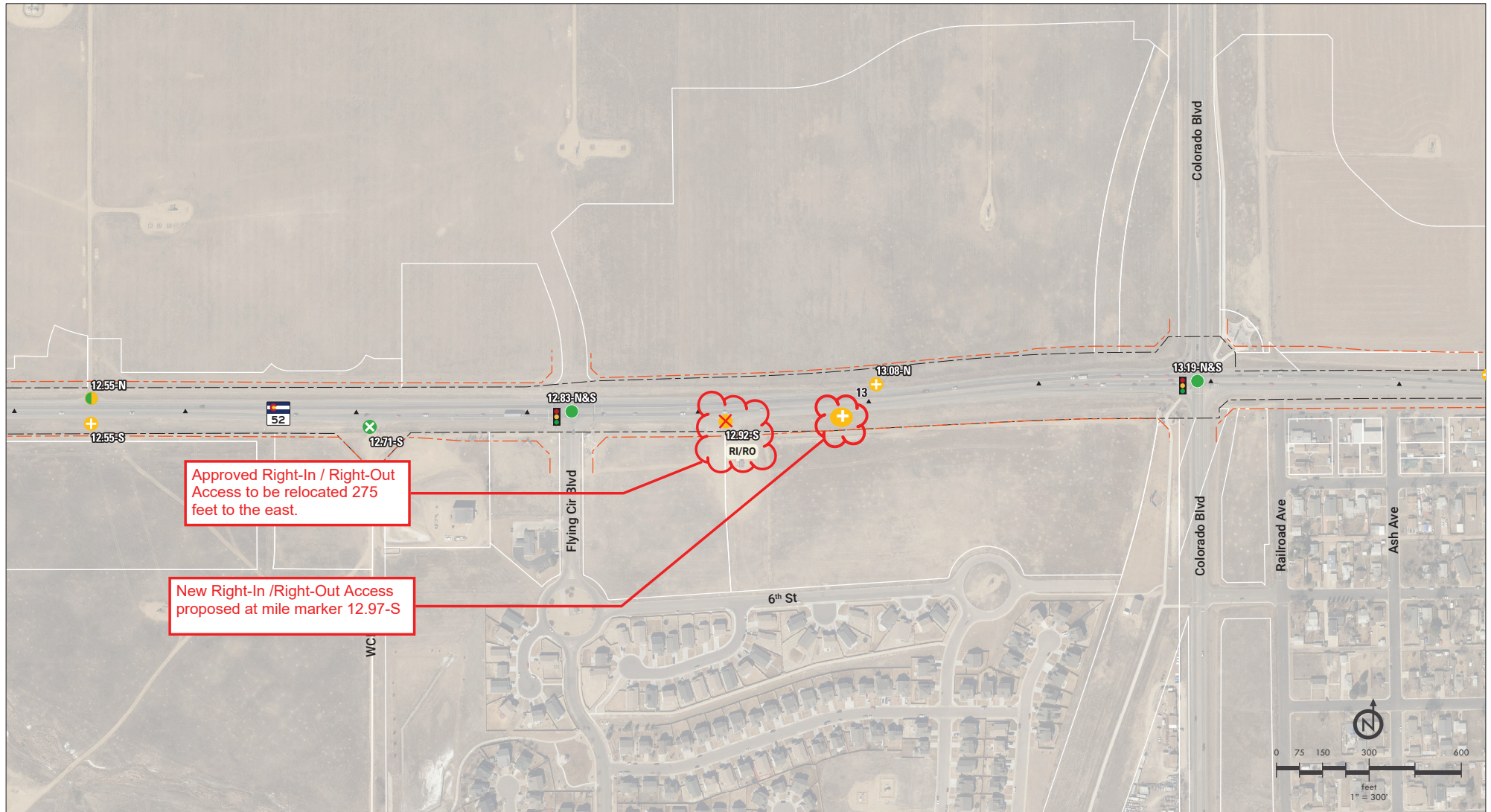


Mark N. Doering, AICP
Planning Manager
City of Dacono

Encl: Fox Tuttle Memorandum
SH-52 PEL ACP Sheet 16
Sharpe Subdivision Traffic Impact Study

CO 52 Access Inventory (CO 119 to CO 79)

Access ID	Existing Condition	Future Condition	Description
12.92-S	Restricted Access	No Change	Right-in/right-out access at this location to remain - Permitted
13.08-N	-	Possible Restricted Access	New restricted access allowed
13.19-N&S	Full Movement Access	No Change	WCR 13/Colorado Boulevard
13.41-N	-	Possible Restricted Access	New restricted access allowed
13.41-S	Full Movement Access	Restricted Access	Cherry St. Existing full movement access to be restricted
13.57-N	Full Movement Access	To Be Removed	Removed once criteria met
13.58-N	-	Possible Restricted Access	New restricted access could be allowed
13.58-S	Full Movement Access	Restricted Access	Forest Ave. Existing full movement access to be restricted to RI/RO
13.59-N	Full Movement Access	To Be Removed	Removed once criteria met
13.74-N&S	Full Movement Access	No Change	Glen Creighton Drive/Frederick Way
13.77-N	Restricted Access	To Be Removed	Removed once criteria met
13.86-N	-	Possible Restricted Access	New restricted access allowed RI/RO only
13.86-S	Full Movement Access	Restricted Access	Existing full movement access to be restricted to RI/RO
14.02-N&S	Full Movement Access	No Change	Ridgeway Boulevard
14.3-N	-	Possible Restricted Access	New restricted access allowed
14.3-S	Full Movement Access	Restricted	Existing full movement access to be restricted
14.38-N	Full Movement Access	To Be Removed	Removed once criteria met
14.38-S	Full Movement Access	To Be Removed	Removed once criteria met
14.39-N	Full Movement Access	To Be Removed	Removed once criteria met
14.39-S	Full Movement Access	To Be Removed	Removed once criteria met
14.49-S	Full Movement Access	To Be Removed	Removed once criteria met
14.62-N	-	Possible Full Movement Access	New full movement access allowed
14.62-S	-	Possible Full Movement Access	New full movement access allowed
14.77-N	Full Movement Access	To Be Removed	Removed once criteria met
14.9-N	Full Movement Access	Restricted Access	WCR 14. Existing full movement access to be restricted
14.95-N	Full Movement Access	To Be Removed	Removed criteria met
14.95-S	Full Movement Access	To Be Removed	Removed once criteria met
14.96-S	Full Movement Access	To Be Removed	Removed once criteria met
14.97-S	Full Movement Access	To Be Removed	Removed once criteria met
14.98-N	Full Movement Access	To Be Removed	Removed once criteria met
15.16-N	Full Movement Access	To Be Removed	WCR 17. Full movement access removed once new full movement access near 15.25 constructed as part of curve realignment.



Access Control Plan Mapbook



CO 52 PEL / ACP
CO 119 to CO 79

- ▲ Mileposts (1/10 mi)
- ◫ Existing Traffic Signal
- 441-S Access Identifier
- RI/RO Right-In/Right-Out

- Approx. Existing CO 52 ROW
- - - Corridor Preservation Footprint
- - - Parallel Irrigation

Access Key

- No Action - Existing Full Movement
 - No Action - Existing Restricted
 - Existing Full Movement to Restricted Access
 - Existing Full Movement Access - Conditional*
- *Access to remain until such time as the property redevelops or a raised median is installed

- ⊗ Existing Full Movement Access to be Removed
 - ⊗ Existing Restricted Access to be Removed
- Access to be removed if one of the following occur:
1. Landuse change resulting in traffic volume increase of more than 20%
 2. Other access to Colorado Highway becomes available
 3. CDOT Project provides other access
 4. Safety concerns arise

- ⊕ New Full Movement Access
 - ⊕ New Restricted Access
- CDOT and Local Municipality to determine restriction (Right-In/Right-Out or ¾)

OLA#: 351001782

Routing#: 22-HA4-XE-00039

EXHIBIT B
COLORADO STATE HIGHWAY 52
(MP 0.00 – MP 41.94)
ACCESS CONTROL PLAN AMENDMENT PROCESS

1. A request for an amendment of the Access Control Plan must be initiated by one of the Agencies. The initiating Agency will be responsible for the costs associated with completing and documenting the Amendment.
2. Amendment requests must be submitted to CDOT and agreed upon by the affected jurisdictions: Department staff, Town or City staff and/or County staff of the Intergovernmental Agreement, depending on the property location. The property or properties that are directly affected by the proposed amendment must be located within an Agency's jurisdiction boundaries or within the boundaries of a legally recognized planning area, such as a Growth Management Area, for the jurisdiction to be considered an affected jurisdiction. Any affected jurisdiction of the Intergovernmental Agreement can request this supporting documentation.
3. An amendment request shall include hard copy and electronic files of the following:
 - a) Description of changes to the Access Control Plan requested
 - b) Justification for the Amendment
 - c) Traffic Impact Study, to include an analysis that compares and contrasts 1) the request for amendment to 2) coincide with the PEL alternatives
 - d) Amended Access Control Plan Table
 - e) Amended Access Control Plan Exhibit(s)/Map(s)
4. The Agencies shall review the submittal concurrently for completeness and for consistency with the access objectives, principles, and strategies described in the *Colorado State Highway 52 Access Control Plan* (2021) executive summary and Appendix for this corridor and with the design criteria and permit process of the State Highway Access Code.
5. Prior to approval of an amendment, all property owners directly affected by the amendment must be notified in writing and be given thirty (30) calendar days to state any objections. If an objection is lodged, approval of the amendment must be referred to the Agencies' respective governing bodies. Depending on the magnitude of the change requested, a public meeting may be required. Any affected jurisdiction of the Intergovernmental Agreement can request a public meeting. The Agency initiating the amendment request shall be responsible for all public notification and public process, unless otherwise agreed to by the Agencies.
6. Amendments must be approved in writing by the following authorized designated officials: Regional Transportation Director for the Department, the Town or City Manager or Administrator, and the County Manager. At the authorized designated official's discretion, approval may be referred to their respective governing bodies: Chief Engineer for the Department; and local elected officials for the Towns, Cities and Counties.
7. A written amendment must include the following:

OLA#: 351001782

Routing#: 22-HA4-XE-00039

- a) Declarations page defining the Parties, effective date, and details of the amendment. Refer to sample amendment attached to this Exhibit as Exhibit C.
- b) Signatures page for authorized designated officials. Refer to Exhibit C.
- c) Amended Access Control Plan table and exhibits. Table and exhibits should be replaced in their entirety.

A signed amendment must be attached to the original Intergovernmental Agreement.

If a minimum of 66% (six of the nine Agencies that are Parties to this Agreement) of the Agencies of the Intergovernmental Agreement do not come to agreement on a proposed amendment, the content of the original Access Control Plan remains intact. A “no response” vote from a municipality shall be deemed a “No” vote.

The remainder of this page is intentionally left blank.



SUBJECT FOR DISCUSSION

Award of Contract to Core Consultants, Inc for an Amount Not to Exceed \$86,820.00 for Engineering Services for the Design of Denver Avenue for the Streetscape Project from the General Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City is working to continue Denver Avenue Streetscape improvements in conjunction with the Fort Lupton Urban Renewal Authority (FLURA). The next step is design of the 2nd St, 5th St, 6th St and 7th St using the previously contracted survey information.

Core Consultants is included with the recent solicitation of qualifications from engineering firms for the City's on-call engineering requirements. Core Consultants proposal includes design of Denver Ave. at the intersections of 2nd St, 5th St, 6th St, and 7th St from Main Ave. to Park Ave. All intersections will be designed with the intent of budgeting separate projects as funds are available or grants become available.

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

FINANCIAL CONSIDERATIONS

The 2026 budget includes \$1,200,000 for CIP in the Street Sales Tax budget for the Railroad Crossing at CR 12 Project which cannot be started this year. The cost of the design will be split with the FLURA 50/50. The City's share is \$43,410.00

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement with Core Consultants
- B. Reject agreement.
- C. Select a different consultant

STAFF RECOMMENDATIONS

Staff recommends approving contract agreement with Core Consultants, Inc for an amount not to exceed \$86,820.00 for design of Denver Avenue from the Street Sales Tax Fund with the cost being split between FLURA and the City 50/50.

Attachments: a. PW Engineering Services Agreement – Core Consultants

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



City of Fort Lupton, Colorado

PUBLIC WORKS Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and **CORE Consultants, Inc.** (hereinafter "CONSULTANT").

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

1. SCOPE OF SERVICES. CONSULTANT shall perform the services for Fort Lupton included in the scope of work set forth and incorporated herein as **Exhibit A**. CONSULTANT confirms it possesses all necessary permits and professional licenses, as needed and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance and shall provide proof of same to the City upon request.

2. CONTRACT DOCUMENTS. This Agreement consists of and includes this Agreement and the scope of work set forth in **Exhibit A**. In the event of any conflict between the specific contract terms and requirements of this Public Works Agreement, including Exhibit A and any terms and conditions of Consultant, the parties specifically agree the terms of this Public Works Agreement and Exhibit A shall control.

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

4. CONTRACT SUM. The City shall pay to the Consultant for performance and completion of the work and or services encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **\$ 86,820.00**, as set forth in the Fee Schedule incorporated into **Exhibit A**, and subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts shall be paid only upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states no change orders shall be allowed unless approved in writing by the City. City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Consultant in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

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

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein. ***IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFIC TERMS AND REQUIREMENTS OF THIS PUBLIC WORKS AGREEMENT AND TERMS AND CONDITIONS OF THE CONSULTANT, THE PARTIES SPECIFICALLY AGREE THE TERMS OF THIS PUBLIC WORKS AGREEMENT AND EXHIBIT A SHALL CONTROL.***

8. **DOCUMENTS.** All documents prepared by Consultant pursuant to this Agreement shall become the exclusive property of the City after full payment therefore. The parties expressly acknowledge that the work was specifically ordered or commissioned by the City, and further agree that it shall be considered Instruments of Service and Consultant shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Services to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant. The Consultant grants to the City a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The license granted under this section permits the City to authorize the Contractor, Subcontractor, and suppliers, to reproduce applicable portions of the Instruments of Services, solely and exclusively for use in performing services or construction for the project. If the Consultant rightfully terminates this Agreement for cause the license granted in this section shall terminate. In the event the City uses the Instruments of Services without retaining the authors writing authorization, the City releases the Consultant from all claims and causes of action arising from such uses. The City, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to

the extent such cost and expense arise from the City's use of the Instruments of Services under this section. Except for the license granted under this section, no other license or right shall be deemed granted or implied under this Agreement. The City shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without prior written agreement from the Consultant. Any unauthorized use of the Instruments of Services shall be at the City's sole risk and without liability to the Consultant.

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

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

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

12. OSHA REQUIREMENTS. Consultant agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Consultant acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for its actions regarding all OSHA rules and regulations.

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

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

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

16. INDEMNIFICATION BY CONSULTANT. Consultant shall indemnify and hold the City harmless from damages caused by Consultant's negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Consultant or its sub-consultants pursuant to this Agreement. This indemnification is full and complete and is a material term of this Agreement. Consultant shall notify its insurance carrier immediately of any possible claim.

17. STANDARD OF CARE.

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

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

18. LIABILITY INSURANCE

1. Comprehensive General Liability

a. The Consultant shall name the City as an additional insured on any applicable insurance policy. The Consultant shall purchase and maintain in force a Comprehensive General Liability Insurance Policy and such other insurance that is appropriate or applicable for the work being performed and services furnished and shall provide protection from claims set forth hereinbelow which may arise out of or result from the Consultant's

performance and furnishing of the work and the Consultant's other obligations under the Contract Documents, whether performed or furnished by the Consultant, or by any Subcontractor, for:

- i.** Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - ii.** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
 - iii.** Claims for damages because of bodily injury, sickness or disease, or the death of any person other than the Consultant's employees;
 - iv.** Claims for damages insured by personal injury liability coverage which are sustained:
 - a)** by any person as a result of an offense directly related to the employment of such person by the Consultant; or
 - b)** Claims for damages, other than to the Work itself, because of injury to or the destruction of tangible property wherever located, including the loss of use resulting therefrom;
 - c)** Claims for damages because of bodily injury or the death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- (a)** The insurance required shall include the specific coverages, and be written for not less than the limits of liability and coverages specified or required by Colorado Law, whichever is greater.
 - i.** If applicable, Workers' Compensation and related coverages:
 - a)** State of Colorado Statutory
 - b)** Applicable Federal Statutory
 - c)** Employer's Liability \$ 100,000 each accident
 \$ 500,000 disease, policy limit
 \$ 100,000 disease, each employee
- (b)** The Consultant's Comprehensive General Liability Insurance Policy shall include:
 - i.** General Aggregate \$ 1,000,000
 - ii.** Personal and Advertising Injury \$ 500,000
 - iii.** Each Occurrence (Bodily Injury and Property Damage) \$ 500,000

2. Automobile Liability

Combined Single Limit of \$ 1,000,000

3. If applicable, Professional Liability

Limits of Liability:

Aggregate \$ 2,000,000

Per Claim \$ 1,000,000

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

EXECUTED THIS **21st** DAY OF **July, 2026.**

CITY OF FORT LUPTON, COLORADO

BY: **Chris Ceretto**

TITLE: **Mayor**

CORE Consultants, Inc:

BY: **David Forbes**

TITLE: **Principal**

EXHIBIT A

SERVICE AUTHORIZATION

Service Authorization No. 01
CORE Project No. 25-093-002 (the "Project")

This Exhibit A, Service Authorization, executed by and between CORE Consultants, Inc., a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and City of Fort Lupton ("Client"; CORE and Client, the "Parties"), shall become incorporated into and be part of that certain Professional Services Agreement between the Parties, dated _____ (the "Agreement").

This Service Authorization identifies the Scope of Services, Assumptions and Clarifications, Exclusions, Client Responsibilities, and Compensation related to services to be provided by CORE for the Project.

SCOPE OF SERVICES

This Scope of Services is for the Denver Avenue Streetscape Improvements – Intersection Improvements at 2nd Street, 5th Street, 6th Street, and 7th Street. The purpose of this project is to extend the previously constructed streetscape improvements at 3rd Street and 4th Street to additional intersections along the Denver Avenue corridor, creating a consistent and functional streetscape that enhances pedestrian safety, accessibility, and roadway operations.

CORE will provide professional engineering and survey services to evaluate existing conditions, develop intersection layouts, design grading and drainage improvements, and prepare construction documents suitable for public bidding and construction. Improvements are anticipated to include curb extensions (bulb-outs), sidewalk and ADA ramp upgrades, pavement modifications, and associated storm drainage improvements necessary to support the proposed design.

1. Survey Services

CORE will provide professional land survey services to identify locations and elevations at specific tie-in locations for ADA ramp landings, curb returns, and gutter flow lines. In addition, survey efforts will include verification of storm drain inverts at targeted locations to support the design and minimize utility conflicts during construction.

CORE will utilize field crews equipped with robotic total stations and GPS technologies to collect survey data necessary to support the improvements and infrastructure described above.

2. Denver Avenue & 2nd Street

CORE will prepare civil engineering design for the intersection improvements, including demolition, layout development, grading design, and storm drainage modifications.

2.1. Demolition Plan

CORE will identify and document the removal limits required to construct the proposed improvements, which will be used by the contractor to understand existing conditions and required removals. This includes:

- Identification of pavement removal limits
- Removal of existing curb and gutter, sidewalk, and pedestrian ramps
- Identification of features requiring adjustment or protection

2.2. 2D Layout

CORE will develop the horizontal layout of the intersection improvements, defining the geometry and configuration of proposed improvements within the existing roadway and right-of-way. This includes:

- Layout of curb extensions (bulb-outs) to reduce pedestrian crossing distances
- Definition of curb returns, sidewalk alignments, and intersection geometry
- Identification of limits of construction and tie-ins to existing conditions

2.3. 3D Grading Design

CORE will develop detailed grading for each intersection to ensure proper constructability, ADA compliance, and drainage performance. This includes:

- Establishment of proposed curb and gutter elevations
- Design of ADA-compliant pedestrian ramps, including slopes and transitions
- Tie-in of proposed improvements to existing roadway and adjacent surfaces
- Development of grading necessary to maintain positive drainage

2.4. Storm Realignment

CORE will evaluate existing storm drainage infrastructure and design modifications required to accommodate the proposed improvements. This includes:

- Evaluation of existing drainage patterns and infrastructure
- Adjustment or relocation of inlets impacted by the proposed design
- Minor storm sewer realignments or extensions, as needed
- Coordination of grading and drainage to maintain proper system function

3. Denver Avenue & 5th Street

Same scope outlined in section 2 above for the design of 5th Street.

4. Denver Avenue & 6th Street

Same scope outlined in section 2 above for the design of 6th Street.

5. Denver Avenue & 7th Street

Same scope outlined in section 2 above for the design of 7th Street.

6. Project Administration

This Time and Materials budget will be used to attend City meetings, coordinate with City staff and stakeholders, and respond to internal and external project administration and coordination requests throughout the duration of the project.

This phase also includes overall project coordination, internal management, and final deliverable preparation activities necessary to support completion of the design documents for bidding.

ASSUMPTIONS AND CLARIFICATIONS

The following Assumptions and Clarifications are provided relative to the Scope of Services, Compensation, and Schedule herein:

1. Pricing is valid for thirty (30) days from the date of proposal. Beyond that period, pricing will require review and revision by CORE.
2. This Agreement and all contents expressed herein are confidential and shall not be disclosed to parties outside of CORE and the Client without the specific written permission of CORE.
3. The fee is based upon this mutually agreed-upon scope. Any work extending beyond the scope due to revisions directed by Client is not included.

4. If the scope of services increases, the fee will also increase. The additional fee and scope of work will be presented to the Client in an addendum to this contract before the additional work begins. Work will commence once both parties have mutually approved the agreement.
5. CORE services will be provided with a standard of care similar to other professional service firms providing these services within the region.
6. Payment and performance bonds costs are not included.
7. Any cost estimates, quantities, or opinions provided by CORE are opinions only and not guaranteed. CORE shall not be responsible for differences between estimated and actual costs due to market conditions, labor availability, material pricing, or contractor bids.
8. 8. Final survey deliverables will be based on a ground-based State Plane Coordinate System with elevations reported in NAVD88.
9. 9. All manholes will be unlocked and made available for inspection by survey crews.
10. 10. CORE personnel will be provided continuous and unfettered access to the project areas for the duration of the survey effort.

SPECIFIC EXCLUSIONS

This Agreement specifically excludes the following items, and all items not listed in the Scope of Services presented herein:

1. Time and Materials involved in addressing comments that are not based upon written criteria of Client or reviewing agencies, including criteria not published before starting design effort.
2. Any services not expressly identified in the scope of services are excluded from this Agreement and shall require a written amendment prior to performance.
3. Traffic control
4. Boundary and/or right-of-way (ROW) surveying, including monumentation and platting.
5. Construction administration services, including but not limited to review of material submittals, Requests for Information (RFIs), shop drawings, and other construction-phase services.

CLIENT RESPONSIBILITIES

The following items shall be provided by the Client:

1. Client shall cooperate with CORE in good faith, as necessary to allow CORE to perform the services defined in the Agreement.
2. Client shall provide CORE with information and criteria for Client's requirements of the Project.
3. Client shall provide access to the Project site as necessary for CORE's performance of the Scope of Services.
4. Client shall examine and respond promptly to CORE's submissions to Client.
5. Client shall consult with CORE on a regular basis concerning timeliness, cost, and adequacy of services as the service progresses, and promptly furnish to CORE written notice of any noncompliance with the terms of the Agreement.

COMPENSATION

The Scope of Services provided herein will be provided on a combination of Fixed Fee (FF) and Time and Materials Estimate (TME) basis. Each Scope of Services item is noted by either FF or TME as appropriate. FF items will be invoiced on a percent-complete basis as the Project and services progress.

Phase	Phase Description	Proposed Fee	Type	Service Offering
	Survey Phases			
1	Survey Services	\$3,100.00	FF	SURVEY
	Civil Phases			
3	2nd Street Design	\$18,960.00	FF	CIVIL
4	5th Street Design	\$18,960.00	FF	CIVIL
5	6th Street Design	\$18,960.00	FF	CIVIL
6	7th Street Design	\$18,960.00	FF	CIVIL
7	Project Administration	\$7,880.00	TME	CIVIL

Total: \$86,820.00

All TME, NTE, TME, and FF items will be invoiced pursuant to the Terms and Conditions and at the Schedule of Rates, both as in effect at the time services are rendered and expenses incurred.

Additional site mobilizations will also incur mileage reimbursement costs, when separate travel is required, based on the current IRS allowable rates.

SCHEDULE

As mutually agreed between the Client and CORE.

CORE is hereby authorized by Client to proceed with the Scope of Services as set forth herein.

Signatures	
CORE: CORE Consultants, Inc.	Client: City of Fort Lupton
CORE Signature 1:	Signature:
Title:	Title:
Date:	
Email:	
CORE Signature 2:	Date:
Title:	Email:
Date:	
Email:	
Address: 3473 South Broadway Englewood, CO 80113	Address:
Phone: 303.703.4444	Phone:



SUBJECT FOR DISCUSSION

Accepting First Addendum to the Vendor Agreement for Norris Design to serve as the Professional Design Firm for Construction Assistance Services for the Koshio Park Renovation Project for an Amount Not to Exceed \$62,000.00, Allocated from the CPR Fund – Capital Projects

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Staff is requesting a contract amendment (attachment a) for Construction Assistance Services to the Vendor Agreement dated November 4th, 2025 with Norris Design. Norris Design will provide assistance services during construction to support the client's management of the construction contract for the 2-acre Koshio Park project. A detailed description of additional tasks is provided as Exhibit 1 of First Addendum to Vendor Agreement. Unless otherwise stated in additional services, all Agreement Qualifications and the Terms and Conditions as identified in the original agreement shall remain intact.

FINANCIAL CONSIDERATIONS

Staff budgeted \$1,600,000.00 for Koshio Park renovation project (CPR Fund – Capital Projects 230.6000.575000). Proposal from Norris Design is within estimated project budget.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

Not Applicable.

STAFF RECOMMENDATIONS

Staff recommends to accept First Addendum to Vendor Agreement for Norris Design to serve as the professional design firm for Construction Assistance Services as part of Koshio Park Renovation Project for an amount not to exceed \$62,000.00

Attachments: a. First Addendum to Vendor Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

FIRST ADDENDUM TO VENDOR AGREEMENT

- A. **PARTIES AND PURPOSE.** This First Addendum is entered to add additional professional services as part of the scope of work to the VENDOR AGREEMENT dated November 4, 2025 (hereinafter “the Agreement”), by and between Norris Design (“Norris”) and the City of Fort Lupton, a statutory city (“the City”).
- B. **ADDENDUM TO THE AGREEMENT.** Attached hereto as **Exhibit 1**, is an additional scope of work for Norris to perform related to the Koshio Park project. Unless specifically noted herein, other than the additional scope of work referenced in **Exhibit 1**, all other provisions of the original Vendor Agreement shall remain unchanged.
- C. **NO OTHER CHANGES OR MODIFICATIONS.** All other provisions of the November 4, 2025, Vendor Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Addendum to Vendor Agreement to be signed and executed on this ____ day of _____, 2026.

CITY OF FORT LUPTON

ATTEST:

BY: _____

BY: _____

CHRIS CERRETO, MAYOR

NORRIS DESIGN

ATTEST:

BY: _____

BY: _____



06/10/2026

City of Fort Lupton
Doug Cook
203 S. Harrison Ave
Fort Lupton, Colorado 80621
DCook@FortLuptonCo.Gov

Koshio Park – ASR-01, Construction Assistance Services

Fort Lupton, CO

Norris Design is requesting a contract amendment to the project contract dated November 4th, 2025 to complete IFC Construction Documents, Bidding Assistance and Construction Assistance. Norris Design will provide assistance services during bidding and construction to support the client's management of the construction contract for the 2-acre Koshio Park project. The construction duration is assumed to be 4-5 months. Construction is assumed to be a single phase. A detailed description of additional tasks is provided below.

Unless otherwise stated in this additional services request, all Agreement Qualifications and the Terms and Conditions as identified in the original agreement shall remain intact.

TASK 3 – BIDDING & CONSTRUCTION ASSISTANCE

Bidding Assistance/IFC Construction Documents

Norris Design will provide bidding assistance services prior to and during the selection of a contractor.

Task includes:

1. Prepare Project Manual documents and coordinate with client's procurement processes and documents
2. Prepare Bid Form for inclusion in client provided bidding documents
3. Review pricing and options for Bid Alternates
4. Prepare Supplemental Unit Price Schedule
5. Prepare Attend (1) in-person pre-bid meeting
6. Respond to contractor questions and prepare Addenda
7. Compile contractor bids for client's use in selection of contractor
8. Review bid submissions
9. Bid Review Meeting (1) with client
10. Prepare and issue final IFC Construction drawing set and specifications (IFC) to include all Addenda and outstanding coordination items

Product Review

Norris Design will receive required submittals, material data sheets, physical samples for all specified products and review plant material. It is assumed that the contractor will create a submittal log and track all submittals and that submittals will be processed electronically. It is assumed that there will be limited substitution requests that require substantial review and re-review time and that submittals will be grouped by specification section (not individually sent per each product or design element).



Task includes:

1. Review submittals for compliance with the Contract Documents. (24 hours)

Project Tracking

Norris Design will review and answer questions pertaining to the approved drawings and specifications. We will coordinate routing of questions to correct design team members. As the number of questions can be hard to define, we have identified estimated hours allotted to RFI's. Hours spent over estimated time will require a change order.

Task includes:

1. Review and answer RFI's (40 hours)
2. Review contractor Pay Applications (4 hours)
3. Review of contractor change order requests. (4 hours)

OAC Meetings

Norris Design will attend virtual meetings with the Contractor and the Owner's representative to discuss construction progress, any field discovered items needing resolution, and a look ahead at the remaining construction schedule. It is assumed that the meeting agenda and notes will be completed by the contractor.

Task includes:

1. Attend Pre-construction meeting (1) in person
2. Attend (16) virtual OAC meetings

On-Site Construction Visits

Norris Design will attend periodic on-site visits with the Contractor and Owner's representative to review construction progress. Milestones for on-site review will be coordinated with the contractor. Review will focus on quality of workmanship, safety and ADA requirements and meeting the intent of the Contract Documents. On-site visits will be coordinated in conjunction with OAC to reduce travel time to and from the site.

Task includes:

1. Attend (3) on-site visits
2. Field Reports will be prepared from these observations as needed to document significant issues, quality concerns and compliance with the Contract Documents.

Initial Acceptance

Norris Design will conduct an initial on-site review, near the end of the installation period, to identify deficiencies with the installation. A punch list will be generated for use by the Contractor. Following a predetermined period of time, a second review will be conducted to ensure corrections have been made. Norris Design will document this process and prepare written statements regarding initial acceptance of the work performed.

Task includes:

1. One site visit by Norris Design to perform a complete review of the work for compliance with the Contract Documents
2. Written report documenting deficiencies in the installation (generation of a punch list)



Final Acceptance

Norris Design will conduct a final on-site review prior to completion of the warranty and maintenance period to ensure the project has been maintained according to the standards set forth in the Contract Documents.

Task includes:

1. One site visit by Norris Design, with the Contractor and owners Representative to review the project area for conformance with specifications and contract documents at the time of final acceptance (end of warranty period)
2. Written report documenting deficiencies in the installation (generation of a punch list)
3. A letter, prepared by Norris Design, stating the project is complete and useable for its intended purpose and a recommendation to convey the project to the Owner

ASSUMPTIONS

The Client will provide Norris Design with the following information or services as required for performance of the work outlined in the “Scope of Services” section of this proposal. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services will be negotiated under a change order, signed by an authorized representative of Norris Design and the Client.

1. Construction Management – Day to day management of the contractor and construction process will be completed by the Owner.

Norris Design will not be responsible for information provided to Norris Design by the Client or other project team members or 3rd parties not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information under a written scope of services signed by an authorized representative of Norris Design.

EXCLUSIONS

All specific deliverables for this project are identified within the Scope of Services. The following information is not a part of this proposal and must be provided under a separate agreement or separately negotiated under a change order, signed by an authorized representative of Norris Design and the Client.

1. As-builts
2. Additional on-site visits
3. Additional meetings

SCHEDULE

Any project schedule(s) included in this proposal will only be used to guide the project team during the process based on the best information available to the project team. Milestone dates on the project schedule will be identified as goals for the project team to attain. Periodic changes to the schedule are typical and should be anticipated by the Client. Norris Design does not guarantee that specific dates on the schedule will be met.

This proposal is based on the understanding that the Client will proceed with the project in an expeditious manner from acceptance of this proposal and the terms and conditions attached hereto as Schedule 1 (the



“Terms and Conditions”). If the project start is delayed or goes on hold for more than sixty (60) days from the start of work, the standard hourly rates and/or total fee may be subject to change, and Norris Design may terminate this proposal and the Terms and Conditions.

REVISED FEES AND EXPENSES

TASK	CURRENT CONTRACT	ASR-01	REVISED CONTRACT
Task 1 – Design Development	\$54,340	\$0	\$54,340
Task 2 – Construction Documents	\$41,950	\$0	\$41,950
Task 3 – Bidding & Construction Assistance	\$0	\$61,500	\$61,500
Reimbursable Expenses	\$1,500	\$500	\$2,000
TOTAL	\$97,790	\$62,000	\$159,790



SUBJECT FOR DISCUSSION

Adopting an Ordinance Authorizing the Mayor to Execute Purchase Agreement of Real Property Owned by Elizabeth M. Shafer Et Al and/or Assigns in the Amount of \$3,000,000.00 Allocated from the General Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City approached Shafer Elizabeth M ET AL to purchase property located on CR 16 and CR 33 (592.06 acres+-). A Letter of Intent was signed with Shafer Elizabeth M ET AL for the purchase price of \$3,000,000.

The property is better described as:

PROPERTY LOCATION.

592.06 acre property located south and adjacent to CR 16, north and adjacent to 9th Street (CR 14), and west and adjacent to CR 35 ROW. The property is located directly north across 9th Street (CR 14) of the solar panel field and the City's quarter section where the water tank is currently being constructed.

LEGAL DESCRIPTION.

All of Section 35, Township 2 North, Range 66 West of the 6th P.M. Weld County Colorado excluding the two parcels owned by the City for the existing water tank and the water treatment plant.

WELD COUNTY ASSESSOR INFO

Owner: Shafer Elizabeth M ET AL
Weld County Parcel: 130935000009
Section: 35 Township: 2N Range: 66W

FINANCIAL CONSIDERATIONS

This is an unbudgeted expenditure in the General Fund and will require a supplemental budget resolution.

LEGAL/POLITICAL CONSIDERATIONS

The purchase agreement has been reviewed by the City Attorney and the attorney for the Sellers. Subject to the requirements and conditions contained in the purchase agreement, the City Attorney has approved the contract for purchase subject to compliance therewith.

ALTERNATIVES/OPTIONS

- Purchase the property described above at the agreed-on price.
- Decline the purchase at this time.

STAFF RECOMMENDATIONS

Subject to satisfactory compliance with the conditions set forth in the purchase agreement, Staff recommends purchasing this property from Shafer Elizabeth M ET AL for \$3,000,000 from the General Fund.

Attachments: a. Ordinance

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2026-xxxx

INTRODUCED BY: —

AN ORDINANCE OF THE CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, AUTHORIZING THE REAL ESTATE PURCHASE AGREEMENT OF REAL PROPERTY OWNED BY ELIZABETH M SHAFER *ET AL* AND OR ASSIGNS FOR THE PROPERTY LOCATED SOUTH AND ADJACENT TO COUNTY ROAD 16; NORTH AND ADJACENT TO 9TH STREET (COUNTY ROAD 14); AND WEST AND ADJACENT TO COUNTY ROAD 35

WHEREAS, the City Council of the City of Fort Lupton, Colorado (City), has determined that it is necessary and advisable to purchase real property from Elizabeth M. Shafer *et al*, the vacant property located south and adjacent to County Road 16, north and adjacent to 9th Street, and west and adjacent to County Road 35, Fort Lupton, Colorado, 80621; and

WHEREAS, in accordance with C.R.S. § 31-15-801 the City is further authorized to purchase the necessary land, building, equipment, and other property for governmental or proprietary purposes; and,

WHEREAS, in accordance with C.R.S. § 31-15-101 Municipalities may enter into contracts and may acquire, hold, lease, and dispose of property, both real and personal; and,

WHEREAS, an offer to purchase was made and contract was tendered subject to Council's approval and full compliance with the conditions of the purchase agreement; and,

WHEREAS, subject to compliance with the terms and conditions of the purchase agreement, the purchase price of the Real Property is to be \$3,000,000.00; and,

WHEREAS, the legal description of the parcel is attached as Exhibit A; and,

WHEREAS, Section C.R.S. § 31-15-801 requires that the Agreement and the terms thereof shall be concluded by an ordinance enacted by the City; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO AS FOLLOWS:

Section 1. The City Council has reviewed the proposed Real Estate Purchase Agreement between Elizabeth M. Shafer *et al* "Seller" and the City of Fort Lupton "Buyers" including but not limited to, the purchase price and the terms of the contract and has found the proposed contract to be acceptable.

Section 2. The Mayor is hereby authorized to affix his signature to the Purchase and Sale Agreement and forward the signed agreement to Elizabeth M Shafer *et al*.

Section 3. Subject to full and complete compliance with all terms, conditions and satisfactory due diligence, a closing shall be held subject to the terms of the Purchase and Sale Agreement within 90 days.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of July 2026.

PUBLISHED in the Fort Lupton Press the 30th day of July 2026.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this ___ day of ___ 2026.

PUBLISHED BY TITLE ONLY the ___ day of ___ 2026.

EFFECTIVE (after publication) the ___ day of ___ 2026.

CITY OF FORT LUPTON

Chris Ceretto, Mayor

ATTEST:

Maricela Peña, City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

EXHIBIT A

PROPERTY LOCATION

South and adjacent to County Road 16, north and adjacent to 9th Street, and west and adjacent to County Road 35, Fort Lupton, Colorado, 80621

LEGAL DESCRIPTION.

All of Section 35, Township 2 North, Range 66 West of the 6th P.M. Weld County Colorado excluding the two parcels owned by the City for the existing water tank and the water treatment plant.

City of Fort Lupton
County of Weld
State of Colorado

WELD COUNTY ASSESSOR INFORMATION

Owner: Elizabeth M Shafer *et al*
Weld County Parcel: 130935000009
Section: 35 Township: 2N Range: 66W