CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, February 7, 2023
6:00 PM
130 South McKinley Avenue

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

You may join the Public Hearing in person or join remotely by clicking on: https://meet.goto.com/514188181

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. February 7, 2023 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. January 17, 2023 City Council Meeting Minutes

b. AM 2023-022 Award of Contract to Prairie Dog Pros, LLC for Prairie Dog Mitigation Services During the 2023 Season for an Amount Not to Exceed $16,000.00 from the Public Works Shop General Fund

c. AM 2023-023 Award of Contract to Vector Disease Control International, LLC for Integrated Mosquito Management Services During the 2023 Season for an Amount Not to Exceed $19,807.20 from the Public Works Shop General Fund

d. AM 2023-024 Approving a Five-Year Lease Agreement for City Office Space at 1200 Dexter Street #W-12 and #W-13 with Kim Investments Inc. not to Exceed Total Monthly Payments per Schedule Below to be Allocated from the General Fund

e. AM 2023-026 Renew Agreement with Williams and Weiss Consulting LLC, to Provide Water Engineering Services for the City of Fort Lupton for an Amount of $109,010 From the Utility Fund and Water Sales Tax Funds

f. AM 2023-027 Authorize Replacement of the Police Department’s In-Vehicle Internet Modems for an Amount Not to Exceed $27,680.00 Allocated From the General Fund, IT Department Capital Expenditures

g. AM 2023-028 Authorize Purchase of 10 Mobile Data Terminals for the Police Department’s Patrol Vehicles for an Amount Not to Exceed $47,525.00 Allocated From the General Fund, IT Capital

h. AM 2023-029 Approving the Purchase of Two (2) Mowers for Coyote Creek Golf Course (“CCGC”) in the Amount of $54,633 Each, Allocated from the Golf Fund

i. AM 2023-031 Approving a Resolution Adopting an Economic Incentive Policy to Support the City of Fort Lupton's Goal of Economic Sustainability

Public Hearings - Public Hearings allow members of the audience to present comments and questions to the City Council on the item being presented. Comments and questions may be limited to three (3) minutes- Mayor Hubbard

a. AM 2023-025 A Resolution Approving a Request for a Special Use Permit by Kerr McGee Oil & Gas Onshore, LP for Ten Horizontally Drilled Wells and One Production Facility

Action Memorandum

a. AM 2023-030 Adopting an Ordinance Authorizing the Issuance of the City of Fort Lupton, Colorado, General Obligation Bonds, Series 2023 and Declaring an Emergency on Second and Final Reading

Staff Reports

Mayor/Council Reports

Future City Events

a. February 7, 2023 Upcoming Events

Adjourn

Check Report

By Check Number

Date Range: 01/18/2023 - 02/07/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Golf Course-Golf Course							
000024	ACE HARDWARE OF FORT LUPTON		01/24/2023	Regular	0.00	769.55	85641
97083	Invoice	12/27/2022	GOLF-TOOLS/SUPPLIES-MAINT		0.00	51.96	
97102	Invoice	12/28/2022	GOLF-SUPPLIES-MAINT		0.00	35.99	
97269	Invoice	01/13/2023	GOLF-PAINT SUPPLIES-PRO SHOP		0.00	403.32	
97275	Invoice	01/13/2023	GOLF-SUPPLIES-MAINT		0.00	23.99	
97320	Invoice	01/17/2023	GOLF-PAINT SUPPLIES-PRO SHOP		0.00	253.50	
97321	Invoice	01/17/2023	GOLF-WALL PLATE-MAINT		0.00	0.79	
000048	AIRGAS USA LLC		01/24/2023	Regular	0.00	17.30	85642
9994031696	Invoice	12/31/2022	GOLF-CYLINDER RENTAL-MAINT		0.00	17.30	
000307	COMCAST CABLE COMM, LLC		01/24/2023	Regular	0.00	254.53	85643
0120790 JAN23	Invoice	01/06/2023	GOLF-JAN23 INTERNET/PHONE-PRO …		0.00	254.53	
003197	MONTY LEE STEPHEN		01/24/2023	Regular	0.00	688.27	85644
010123	Invoice	01/20/2023	GOLF-F&B MANAGER OFFICE-PRO S…		0.00	688.27	
000901	PLAINS EAST MECHANICAL SERVICES LL		01/24/2023	Regular	0.00	953.55	85645
3658-1147	Invoice	12/31/2022	GOLF-FURNACE REPAIR-PRO SHOP		0.00	953.55	
001963	WASTE CONNECTIONS OF COLO, INC		01/24/2023	Regular	0.00	496.95	85646
6771662V311	Invoice	02/01/2023	GOLF-FEB23 TRASH SERVICE-PRO S…		0.00	293.70	
6771663V311	Invoice	02/01/2023	GOLF-FEB23 TRASH SERVICE-MAINT		0.00	203.25	
000028	ACUSHNET COMPANY		01/31/2023	Regular	0.00	838.43	85647
914749386	Invoice	12/22/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	332.66	
914831830	Invoice	12/31/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	505.77	
000974	ALARM DETECTION SYSTEMS, INC.		01/31/2023	Regular	0.00	146.00	85648
870192-1067	Invoice	12/01/2022	GOLF-SECURITY MONITORING		0.00	146.00	
000183	CALLAWAY GOLF SALES COMPANY		01/31/2023	Regular	0.00	2,239.66	85649
934445089	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	334.02	
934488309	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	219.81	
934522692	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	334.42	
934536010	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	103.67	
934536012	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	537.37	
934536013	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	103.67	
934736818	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	624.03	
934767553	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	738.15	
934829547	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	112.61	
934874010	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	823.78	
934914710	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	890.08	
934944350	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	890.08	
934945901	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	237.72	
934995313	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	220.56	
935342857	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	233.80	
935458824	Invoice	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	467.28	
935630848	Credit Memo	11/01/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	-5,766.44	
935655338	Credit Memo	11/09/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	-2,260.08	
935679452	Invoice	11/18/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	406.89	
935855857	Invoice	12/31/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	2,166.81	
935855858	Invoice	12/31/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	821.43	
	Void		01/31/2023	Regular	0.00	0.00	85650
000239	CITY OF FORT LUPTON		01/31/2023	Regular	0.00	919.21	85651

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
FIN2023395	Invoice	12/31/2022	Golf ComData Purchases		0.00	919.21	
003200	SUNICE		01/31/2023	Regular	0.00	70.01	85652
U2580030	Invoice	12/31/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	70.01	
001105	TOSHIBA FINANCIAL SERVICES		01/31/2023	Regular	0.00	236.91	85653
492118534	Invoice	01/17/2023	GOLF-COPIER LEASE-PRO SHOP		0.00	236.91	
000024	ACE HARDWARE OF FORT LUPTON		02/07/2023	Regular	0.00	165.80	85654
97380	Invoice	01/22/2023	GOLF-SUPPLIES-MAINT		0.00	136.95	
97448	Invoice	01/26/2023	GOLF-FASTENERS-MAINT		0.00	1.19	
97452	Invoice	01/27/2023	GOLF-FASTENERS-MAINT		0.00	1.19	
97480	Invoice	01/30/2023	GOLF-SANDBELT/FASTENERS-MAINT		0.00	26.47	
000044	AGFINITY INC		02/07/2023	Regular	0.00	551.11	85655
I68902	Invoice	01/25/2023	GOLF-FUEL-MAINT		0.00	551.11	
000206	CENTURYLINK		02/07/2023	Regular	0.00	76.75	85656
333164407 JAN…	Invoice	01/19/2023	GOLF-JAN23 PHONE SERVICE-MAINT		0.00	76.75	
000239	CITY OF FORT LUPTON		02/07/2023	Regular	0.00	22,709.16	85657
FIN2023377	Invoice	12/01/2022	GOLF-PAYROLL EXPENSE 12/10-12/23.		0.00	22,542.02	
FIN2023399	Invoice	01/31/2023	GOLF-REIMBURSE COMCAST 163886…		0.00	167.14	
000241	CITY OF FT LUPTON-UTIL INVOICE		02/07/2023	Regular	0.00	296.45	85658
110249001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-Golf		0.00	166.01	
110252101 JAN…	Invoice	01/31/2023	Water/Sewer Bill-Golf		0.00	91.25	
770214501 JAN…	Invoice	01/31/2023	Water/Sewer Bill-Golf		0.00	39.19	
000307	COMCAST CABLE COMM, LLC		02/07/2023	Regular	0.00	49.12	85659
0025494 FEB23	Invoice	02/01/2023	GOLF-FEB23 CABLE SERVICE-PRO S…		0.00	49.12	
000512	FUZION FIELD SERVICES LLC		02/07/2023	Regular	0.00	512.60	85660
267921	Invoice	12/06/2022	GOLF-RENTAL FEE-MAINT		0.00	266.20	
274630	Invoice	01/31/2023	GOLF-RENTAL FEE-MAINT		0.00	246.40	
000862	O'REILLY AUTO PARTS		02/07/2023	Regular	0.00	56.22	85661
4489-427177	Credit Memo	12/20/2022	GOLF-V POWER PLUG-MAINT		0.00	-15.28	
4489-428416	Invoice	12/27/2022	GOLF-AIR FILTER-MAINT		0.00	26.69	
4489-433984	Invoice	01/25/2023	GOLF-LUBE,PLUG,WIPER FLUID-MAI…		0.00	44.81	
001529	ROCKY MOUNTAIN PUMP & CONTROLS LI		02/07/2023	Regular	0.00	958.00	85662
3325	Invoice	01/23/2023	GOLF-PARTS/SERVICE-MAINT		0.00	958.00	
001224	XCEL ENERGY-GAS		02/07/2023	Regular	0.00	663.04	85663
812843328	Invoice	01/20/2023	GOLF-JAN23 GAS BILL-PRO SHOP		0.00	663.04	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	58	22	0.00	33,668.62
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	58	**23**	**0.00**	**33,668.62**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
002929	4XINDUSTRIAL		01/24/2023	Regular	0.00	1,500.00	72987
011123	Invoice	01/11/2023	UF-HYDRANT METER DEP REFUND-…		0.00	1,500.00	
000031	ADAMSON POLICE PRODUCTS		01/24/2023	Regular	0.00	6,063.55	72988
INV389317	Invoice	12/21/2022	GF-UNIFORMS-PD		0.00	333.65	
INV389406	Invoice	12/23/2022	GF-UNIFORMS-PD		0.00	98.95	
INV389700	Invoice	12/29/2022	GF-UNIFORMS-PD		0.00	36.00	
INV389951	Invoice	01/03/2023	GF-UNIFORMS-PD		0.00	288.00	
INV390051	Invoice	01/05/2023	GF-UNIFORMS-CODE		0.00	6.95	
INV390105	Invoice	01/12/2023	Ballistic Shield Purchase		0.00	5,300.00	
000061	ALPINE DEMOLITION INC		01/24/2023	Regular	0.00	1,500.00	72989
011123	Invoice	01/11/2023	UF-HYDRANT METER DEP REFUND-…		0.00	1,500.00	
003196	AMAZE HEALTH		01/24/2023	Regular	0.00	2,640.00	72990
INV-0414	Invoice	12/01/2022	GF-USER FEES-MISC		0.00	930.00	
INV-0516	Invoice	12/01/2022	GF-USER FEES-MISC		0.00	855.00	
INV-0626	Invoice	12/31/2022	GF-USER FEES-MISC		0.00	855.00	
001293	AMAZON.COM		01/24/2023	Regular	0.00	1,459.37	72991
1N6P-7V1F-9N…	Invoice	01/05/2023	GF-SUPPLIES-PD		0.00	1,472.36	
1QT9-4VDJ-4T…	Credit Memo	01/16/2023	GF-CHARGER RETURN-PLANNING		0.00	-12.99	
001918	AXON ENTERPRISES INC		01/24/2023	Regular	0.00	48,782.65	72992
INUS127138	Invoice	01/18/2023	GF-TASERS, BODY CAMS, EVIDENCE…		0.00	48,782.65	
002853	BUCKEYE CLEANING CENTER		01/24/2023	Regular	0.00	1,452.76	72993
90468813	Invoice	01/05/2023	REC-JANITORIAL SUPPLIES		0.00	1,452.76	
000182	CEM SALES & SERVICE INC		01/24/2023	Regular	0.00	872.50	72994
158905	Invoice	12/05/2022	REC-POOL/SPA CHEMICALS		0.00	872.50	
000216	CHAMBER OF COMMERCE		01/24/2023	Regular	0.00	200.00	72995
473	Invoice	01/11/2023	GF-ANNUAL BANQUET-CITY ADM		0.00	200.00	
002651	COLORADO COMMUNITY MEDIA		01/24/2023	Regular	0.00	163.13	72996
76561	Invoice	01/20/2023	GF-PUBLIC NOTICES-FINANCE		0.00	163.13	
000372	DELL MARKETING LP		01/24/2023	Regular	0.00	7,273.84	72997
5201568227	Invoice	01/17/2023	EMC Maintenance for Unity 350F		0.00	7,273.84	
002899	DIG DEEP RESEARCH, LLC		01/24/2023	Regular	0.00	156,800.00	72998
1909	Invoice	01/13/2023	GF-2023 GRANT RESEARCH/APPLIC…		0.00	156,800.00	
000436	ENVIROTECH SERVICES, INC		01/24/2023	Regular	0.00	3,265.15	72999
CD202306208	Invoice	01/05/2023	SSTX-ICE SLICER-STREETS		0.00	3,265.15	
000745	LOUIS A GRESH		01/24/2023	Regular	0.00	1,600.00	73000
JAN 2023	Invoice	01/19/2023	GF-ARRAIGNMENT DOCKETS-COURT		0.00	1,600.00	
000861	NVAA		01/24/2023	Regular	0.00	2,636.00	73001
123122	Invoice	12/31/2022	CPR-BASKETBALL DUES-ATHL		0.00	2,636.00	
000865	OFFICE DEPOT		01/24/2023	Regular	0.00	524.37	73002
280868818001	Invoice	01/06/2023	GF-OFFICE SUPPLIES-ADMIN		0.00	52.84	
283080846001	Invoice	12/28/2022	GF-OFFICE SUPPLIES-HR		0.00	33.78	
283114975001	Invoice	01/01/2023	GF-OFFICE SUPPLIES		0.00	407.72	
283114978001	Invoice	01/01/2023	GF-OFFICE SUPPLIES-HR		0.00	15.04	
283114983001	Invoice	01/01/2023	GF-OFFICE SUPPLIES-HR		0.00	14.99	
002411	PINNACLE ELECTRIC & CONSTRUCTION (		01/24/2023	Regular	0.00	496.12	73003
23-005	Invoice	01/17/2023	CPR-REPAIR-COM CTR		0.00	496.12	
000901	PLAINS EAST MECHANICAL SERVICES LL(		01/24/2023	Regular	0.00	1,718.75	73004

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
3656-1145	Invoice	01/02/2023	REC-REPAIR		0.00	850.00	
3657-1146	Invoice	01/02/2023	REC-REPAIR		0.00	868.75	
001643	PROCODE INC		01/24/2023	Regular	0.00	72,216.06	73005
0091957-IN	Invoice	12/01/2022	GF-OCT22 INSPECTIONS-BLDG INSP		0.00	72,216.06	
003186	RAVEN HOME REMODELING AND RENOV/		01/24/2023	Regular	0.00	23,000.00	73006
12/31/22	Invoice	12/31/2022	Pearson Dugouts Roofing - Blue&Red Fi…		0.00	11,500.00	
123122	Invoice	12/31/2022	Pearson Park Dugouts - Yellow and Gre…		0.00	11,500.00	
000937	REACH		01/24/2023	Regular	0.00	500.00	73007
82993	Invoice	12/01/2022	REC-PLAYER LICENSE RENEWAL		0.00	500.00	
001075	THE CONSOLIDATED MUTUAL		01/24/2023	Regular	0.00	174.59	73008
DEC22 A	Invoice	12/31/2022	UF-DEC22 PERRY PIT DISCHARGE P…		0.00	109.11	
DEC22 B	Invoice	12/31/2022	UF-DEC22 WELL PUMP B-W STOR		0.00	34.22	
DEC22 C	Invoice	12/31/2022	UF-DEC22 WELL PUMP C-W STOR		0.00	31.26	
001101	TODD HODGES DESIGN, LLC		01/24/2023	Regular	0.00	10,202.50	73009
3495	Invoice	01/17/2023	GF-PLANNING SRVCS 1/2-1/15/23-PL…		0.00	10,202.50	
002064	WELD MOTOR VEHICLES		01/24/2023	Regular	0.00	360.56	73010
L0079490753-1	Invoice	12/31/2022	GF-VEHICLE REGISTRATION RENEW…		0.00	360.56	
000031	ADAMSON POLICE PRODUCTS		01/31/2023	Regular	0.00	142.20	73011
INV390461	Invoice	01/12/2023	GF-UNIFORMS-CODE		0.00	142.20	
000040	AFLAC		01/31/2023	Regular	0.00	2,562.50	73012
367667	Invoice	01/01/2023	GF-FEB23 SUPPLEMENTAL INS-HR		0.00	2,562.50	
002941	AMERITAS LIFE INSURANCE CORP		01/31/2023	Regular	0.00	7,218.52	73013
010-57637-01 F…	Invoice	02/01/2023	GF-FEB23 DENTAL INS		0.00	6,356.44	
010-57637-02 F…	Invoice	02/01/2023	GF-FEB23 VISION INS		0.00	823.80	
010-57637-98 F…	Invoice	02/01/2023	GF-FEB23 COBRA DENTAL INS		0.00	33.28	
010-57637-99 F…	Invoice	02/01/2023	GF-FEB23 COBRA VISION INS		0.00	5.00	
001918	AXON ENTERPRISES INC		01/31/2023	Regular	0.00	1,931.10	73014
INUS131054	Invoice	01/15/2023	GF-FLEET 2 TAP-PD		0.00	800.70	
INUS131072	Invoice	01/15/2023	GF-FLEET 2 W/OUT TAP-PD		0.00	1,130.40	
001820	BADGER METER		01/31/2023	Regular	0.00	16,436.51	73015
1551691	Invoice	01/12/2023	UF-Bedger Meters & End Points-Waterli…		0.00	16,436.51	
002835	BRANDING BY BRE		01/31/2023	Regular	0.00	3,100.00	73016
1164	Invoice	02/01/2023	GF-FEB23 SOCIAL MEDIA MANAGEM…		0.00	3,100.00	
002122	BURNS & MCDONNELL ENGINEERING CO		01/31/2023	Regular	0.00	91,916.52	73017
139581-12	Invoice	12/31/2022	UF-Left Station & Metro Line Design-W…		0.00	91,916.52	
000267	COLONIAL LIFE		01/31/2023	Regular	0.00	105.96	73018
78168200201374	Invoice	02/01/2023	GF-FEB23 SUPPLEMENTAL INS-HR		0.00	105.96	
000306	COMCAST BUSINESS		01/31/2023	Regular	0.00	4,963.26	73019
162805941	Invoice	01/01/2023	GF-JAN23 INTERNET SERVICE		0.00	2,226.22	
163886367	Invoice	01/15/2023	Comcast Phones		0.00	2,737.04	
000307	COMCAST CABLE COMM, LLC		01/31/2023	Regular	0.00	220.09	73020
0164533 FEB23	Invoice	02/01/2023	GF-FEB23 CABLE/INTERNET-PW SH…		0.00	220.09	
002961	DHM DESIGN CORPORATION		01/31/2023	Regular	0.00	18,889.70	73021
45766-2	Invoice	12/06/2022	GF-RETURNED CHECK/FRAUD		0.00	5,067.50	
45777-2	Invoice	12/06/2022	GF-RETURNED CK/FRAUD		0.00	13,822.20	
003086	INSIGHT AUTO GLASS		01/31/2023	Regular	0.00	1,120.00	73022
285159	Invoice	01/13/2023	GF-WINDOW REPLACEMENT-STREE…		0.00	1,120.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
000716	LEONARD B. MEDOFF, Ph.D.		01/31/2023	Regular	0.00	350.00	73023
010723	Invoice	01/07/2023	GF-J.JANOSKO EVALUATION-PD		0.00	350.00	
003199	LEXISNEXIS RISK SOLUTIONS		01/31/2023	Regular	0.00	4,372.00	73024
6948013-20220…	Invoice	12/01/2022	GF-INVESTIGATION-PD		0.00	4,372.00	
001292	LIFE STORIES CHILD & FAMILY ADVOCAC		01/31/2023	Regular	0.00	375.00	73025
11-756	Invoice	12/31/2022	GF- 4TH QTR BILLING OCT-DEC22-PD		0.00	375.00	
000865	OFFICE DEPOT		01/31/2023	Regular	0.00	27.10	73026
280903450001	Invoice	01/04/2023	GF-OFFICE SUPPLIES-HR		0.00	16.89	
283114988001	Invoice	12/30/2022	GF-OFFICE SUPPLIES-HR		0.00	43.99	
286626883001	Credit Memo	01/04/2023	GF-OFFICE SUPPLIES-HR		0.00	-33.78	
000901	PLAINS EAST MECHANICAL SERVICES LL(		01/31/2023	Regular	0.00	2,101.50	73027
3677-1148	Invoice	01/13/2023	GF-DOOR REPAIR-PARKS		0.00	1,889.00	
3678-1149	Invoice	01/13/2023	REC-ADJUST RTU SET POINTS		0.00	212.50	
000935	RAQUEL FERSZT		01/31/2023	Regular	0.00	390.00	73028
957453	Invoice	12/31/2022	GF-2022 TRANSLATOR SERVICES-C…		0.00	390.00	
000956	ROCKY MOUNTAIN LOW VOLTAGE		01/31/2023	Regular	0.00	135.00	73029
20230083	Invoice	01/01/2023	CPR-ELEVATOR MONITORING JAN-M…		0.00	135.00	
002967	SYNERGETIC STAFFING LLC		01/31/2023	Regular	0.00	1,034.88	73030
21011216	Invoice	01/24/2023	GF-A.ROMERO TEMP LABOR-STREE…		0.00	1,034.88	
001105	TOSHIBA FINANCIAL SERVICES		01/31/2023	Regular	0.00	2,714.08	73031
491536363	Invoice	01/09/2023	Copier Lease		0.00	2,714.08	
003160	UNITEDHEALTHCARE INSURANCE COMP/		01/31/2023	Regular	0.00	97,240.76	73032
259034650309	Invoice	02/01/2023	GF-FEB23 HEALTH INS		0.00	97,240.76	
001145	UPSTATE COLORADO ECONOMIC		01/31/2023	Regular	0.00	15,000.00	73033
PSI2023_36	Invoice	01/23/2023	GF-2023 UPSTATE CO FEES-COM DEV		0.00	15,000.00	
001963	WASTE CONNECTIONS OF COLO, INC		01/31/2023	Regular	0.00	284.18	73034
6772240V311	Invoice	01/16/2023	GF-FEB23 TRASH SERVICE-PARKS		0.00	167.07	
6772672V311	Invoice	01/16/2023	CEM-FEB23 TRASH SERVICE		0.00	117.11	
001212	WILLIAMS AND WEISS CONSULTING		01/31/2023	Regular	0.00	2,402.50	73035
1788	Invoice	12/31/2022	UF-2022 Decree Accounting-Water		0.00	2,402.50	
001224	XCEL ENERGY-GAS		01/31/2023	Regular	0.00	715.51	73036
813219188	Invoice	01/24/2023	GF-CITY HALL & GENERATOR GASS …		0.00	715.51	
000034	ADT SECURITY SYSTEM		02/07/2023	Regular	0.00	277.90	73037
50576495 DEC22	Invoice	12/31/2022	GF-DEC22 SECURITY MONITORING-…		0.00	138.95	
50576495 FEB23	Invoice	02/01/2023	GF-FEB23 SECURITY MONITORING-P…		0.00	138.95	
002704	AMERICAN WATER COLLEGE LLC		02/07/2023	Regular	0.00	2,988.00	73038
WOO192168	Invoice	01/30/2023	UF-USER LICENSES-W LINES		0.00	2,988.00	
000097	ASCAP		02/07/2023	Regular	0.00	420.00	73039
500578433 JAN…	Invoice	01/01/2023	REC-ANNUAL LICENSE RENEWAL		0.00	420.00	
002819	ASHLEY CAMPBELL		02/07/2023	Regular	0.00	147.20	73040
2007114	Invoice	01/26/2023	REC-SUMMER CAMP REFUND		0.00	147.20	
001820	BADGER METER		02/07/2023	Regular	0.00	11,120.51	73041
1554366	Invoice	01/24/2023	UF-Bedger Meters & End Points-Waterli…		0.00	11,120.51	
003206	BROOMHALL BROTHERS INC		02/07/2023	Regular	0.00	1,211.24	73042
134398902	Invoice	12/30/2022	CPR-BOILER REPAIR-MUSEUM		0.00	1,211.24	
002853	BUCKEYE CLEANING CENTER		02/07/2023	Regular	0.00	4,922.55	73043

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
322365	Invoice	01/30/2023	REC-FLOOR STANDS		0.00	618.00	
90473720	Invoice	01/25/2023	REC-JANITORIAL SUPPLIES		0.00	4,304.55	
000211	CH2M		02/07/2023	Regular	0.00	8,948.75	73044
D3410906-05	Invoice	02/03/2023	UF- Expansion Project Design -WTP		0.00	8,948.75	
000239	CITY OF FORT LUPTON		02/07/2023	Regular	0.00	752.97	73045
01/30/23	Invoice	01/30/2023	GF-134176-7 REIMBURSE VICTIM CO…		0.00	327.97	
013023	Invoice	01/30/2023	GF-E0024780-1 REIMBURSE VICTIM …		0.00	245.00	
013123	Invoice	01/31/2023	GF-JUAN FIGUEROA APODACA E001…		0.00	180.00	
000241	CITY OF FT LUPTON-UTIL INVOICE		02/07/2023	Regular	0.00	4,395.45	73046
110035001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
110221001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
110222001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
110251001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	54.65	
330025001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
330031001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
330045001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	145.64	
330166001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	96.43	
330920000 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
550055501 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	156.00	
550057001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	509.87	
550057601 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	2,362.83	
550057701 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
660092001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
770109501 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
770116501 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
770229001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
770229501 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
770229601 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
770231101 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
990004001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
990004101 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	91.25	
990005001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	241.58	
990006001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
990007001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
990008001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	34.65	
990132001 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	38.45	
999910000 JAN…	Invoice	01/31/2023	Water/Sewer Bill-City		0.00	75.05	
	Void		02/07/2023	Regular	0.00	0.00	73047
002651	COLORADO COMMUNITY MEDIA		02/07/2023	Regular	0.00	80.90	73048
77149	Invoice	01/27/2023	GF-PUBLIC NOTICES-CITY CL		0.00	80.90	
000307	COMCAST CABLE COMM, LLC		02/07/2023	Regular	0.00	480.89	73049
0117309 FEB23	Invoice	02/01/2023	REC-FEB23 CABLE/MUSIC		0.00	279.25	
0147405 FEB23	Invoice	02/01/2023	CPR-FEB23 PHONE/INTERNET-MUSE…		0.00	201.64	
002581	COUNTRY TRUCK & AUTO LLC		02/07/2023	Regular	0.00	99.97	73050
18969	Invoice	01/31/2023	GF-VEHICLE REPAIR-PD		0.00	99.97	
002961	DHM DESIGN CORPORATION		02/07/2023	Regular	0.00	7,034.90	73051
22024.01	Invoice	12/30/2022	GF- Splash Park Full Design -Parks		0.00	7,034.90	
002192	DMD SYSTEMS RECOVERY INC		02/07/2023	Regular	0.00	2,063.00	73052
116627	Invoice	12/30/2022	DMD Systems - Wiping out and recycling..		0.00	2,063.00	
003004	DP GUARDIAN INC		02/07/2023	Regular	0.00	99,654.00	73053
25050	Invoice	02/03/2023	GF- ELECTRICAL IT CENTER-IT		0.00	10,133.00	
25050-1	Invoice	02/03/2023	GF- DATA CENTER IT		0.00	22,317.00	
25051	Invoice	01/27/2023	GF - Electrical + Generator Work - City …		0.00	58,828.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
25062	Invoice	01/31/2023	Electrical Work (two outlets and two data..		0.00	8,376.00	
001608	ECONOMIC DEVELOPMENT COUNCIL OF (		02/07/2023	Regular	0.00	600.00	73054
1630	Invoice	01/20/2023	GF-2023 MEMBER DUES-CITY ADM		0.00	600.00	
000508	FULTON IRRIGATING DITCH		02/07/2023	Regular	0.00	22,072.00	73055
01/31/23	Invoice	12/31/2022	UF-ENGINEERING FEE-S LINES		0.00	2,072.00	
013123	Invoice	01/31/2023	UF - Force Main Crossing Fee - WWTP		0.00	20,000.00	
002657	GLH CONSTRUCTION		02/07/2023	Regular	0.00	1,500.00	73056
020123	Invoice	02/01/2023	UF-HYDRANT METER DEP REFUND-…		0.00	1,500.00	
001930	HUMANA HEALTH PLAN INC		02/07/2023	Regular	0.00	543.52	73057
295260096	Invoice	12/31/2022	GF-2022 HEALTH INS ADJ-HR		0.00	543.52	
000588	ID EDGE INC		02/07/2023	Regular	0.00	316.80	73058
98901	Invoice	01/11/2023	REC-CARD PRINTER RIBBONS		0.00	316.80	
001877	IDEMIA IDENTITY & SECURITY USA LLC		02/07/2023	Regular	0.00	2,090.00	73059
154098	Invoice	01/23/2023	Morphodent Fingerprint Readers		0.00	2,090.00	
000605	INTERNATIONAL INST OF MUNICIPAL		02/07/2023	Regular	0.00	310.00	73060
2023	Invoice	01/12/2023	GF-MEMBER FEES-CITY CL		0.00	310.00	
003207	LIFELINE SCREENING		02/07/2023	Regular	0.00	100.00	73061
2007108	Invoice	01/18/2023	REC-ROOM RENTAL REFUND		0.00	100.00	
003208	MELISSA WRIGHT		02/07/2023	Regular	0.00	232.00	73062
2007109	Invoice	01/19/2023	REC-MEMBERSHIP REFUND		0.00	232.00	
003203	MIDWEST CONNECT LLC		02/07/2023	Regular	0.00	305.27	73063
505845	Invoice	01/24/2023	GF-POSTAGE MACHINE INK-ADMIN		0.00	305.27	
000811	MOTOROLA SOLUTIONS		02/07/2023	Regular	0.00	648.06	73064
8281554862	Invoice	02/03/2023	GF-(5) HANDHELD PORTABLE RADIO…		0.00	648.06	
000865	OFFICE DEPOT		02/07/2023	Regular	0.00	153.27	73065
285876150001	Invoice	01/13/2023	GF-OFFICE SUPPLIES-FINANCE		0.00	60.01	
286166300001	Invoice	01/11/2023	GF-OFFICE SUPPLIES-ADMIN		0.00	93.26	
000896	PETTY CASH-FINANCE		02/07/2023	Regular	0.00	71.50	73066
020123 POP F…	Invoice	02/01/2023	GF-REIMBURSE POP FUND DEC22		0.00	71.50	
000916	PRAIRIE MOUNTAIN MEDIA		02/07/2023	Regular	0.00	1,832.00	73067
0000333820	Invoice	12/31/2022	REC-WINTER/SPRING BROCHURES		0.00	1,832.00	
001040	STERICYCLE		02/07/2023	Regular	0.00	63.89	73068
3006326614	Invoice	02/01/2023	REC-BIOHAZARD PICK UP		0.00	63.89	
002967	SYNERGETIC STAFFING LLC		02/07/2023	Regular	0.00	1,293.60	73069
21011222	Invoice	01/31/2023	GF-A.ROMERO TEMP LABOR-STREE…		0.00	1,293.60	
001101	TODD HODGES DESIGN, LLC		02/07/2023	Regular	0.00	10,465.00	73070
3496	Invoice	01/29/2023	GF-PLANNING SRVCS 1/16-1/29/23-P…		0.00	10,465.00	
001105	TOSHIBA FINANCIAL SERVICES		02/07/2023	Regular	0.00	283.52	73071
492519400	Invoice	01/21/2023	GF-BSMT COPIER LEASE-IT		0.00	283.52	
001963	WASTE CONNECTIONS OF COLO, INC		02/07/2023	Regular	0.00	951.18	73072
6790417V311	Invoice	01/31/2023	UF-JAN23 ROLLOFF RENTAL FEE-UB		0.00	100.00	
6790572V311	Invoice	01/31/2023	Waste Connections		0.00	133.59	
6790573V311	Invoice	01/31/2023	Waste Connections		0.00	193.79	
6790574V311	Invoice	01/31/2023	Waste Connections		0.00	345.72	
6790575V311	Invoice	01/31/2023	Waste Connections		0.00	64.78	
6790576V311	Invoice	01/31/2023	Waste Connections		0.00	113.30	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
001191	WELD COUNTY CHIEF'S OF POLICE ASSO		02/07/2023	Regular	0.00	75.00	73073
2023	Invoice	02/01/2023	GF-MEMBERSHIP DUES-PD		0.00	75.00	
001204	WELD COUNTY TREASURER		02/07/2023	Regular	0.00	40.52	73074
R8977468	Invoice	02/01/2023	GF-2022 PROP TAX ON ROW-STREE…		0.00	6.18	
R8977469	Invoice	02/01/2023	GF-2022 PROP TAX ON ROW-STREE…		0.00	6.58	
R8977632	Invoice	02/01/2023	GF-2022 PROP TAX ON ROW AMEX-S…		0.00	12.08	
R8977633	Invoice	02/01/2023	GF-2022 PROP TAX ON ROW-STREE…		0.00	9.76	
R8978201	Invoice	02/01/2023	GF-2022 PROP TAX ON ROW-STREE…		0.00	5.92	
001224	XCEL ENERGY-GAS		02/07/2023	Regular	0.00	4,259.23	73075
813954622	Invoice	01/30/2023	Xcel Gas Bill		0.00	4,259.23	
000119	BANK OF COLORADO		01/27/2023	Bank Draft	0.00	5,921.69	DFT0002107
INV0001317	Invoice	01/27/2023	HSA DISTRIBUTION		0.00	5,921.69	
000119	BANK OF COLORADO		01/27/2023	Bank Draft	0.00	865.83	DFT0002108
INV0001318	Invoice	01/27/2023	HSA DISTRIBUTION		0.00	865.83	
001416	VALIC_1		01/27/2023	Bank Draft	0.00	39,703.59	DFT0002109
INV0001319	Invoice	01/27/2023	VALIC - 457(b) $ Contributions		0.00	39,703.59	
001265	IRS		01/27/2023	Bank Draft	0.00	63,650.98	DFT0002110
INV0001321	Invoice	01/27/2023	Federal Withholding		0.00	63,650.98	
001418	CO DEPARTMENT OF REVENUE		01/27/2023	Bank Draft	0.00	11,245.00	DFT0002111
INV0001322	Invoice	01/27/2023	CO Withholding		0.00	11,245.00	
001416	VALIC_1		01/24/2023	Bank Draft	0.00	125.90	DFT0002112
INV0001323	Invoice	01/24/2023	VALIC - Regular Plan Retirement Contri…		0.00	125.90	
001265	IRS		01/24/2023	Bank Draft	0.00	225.08	DFT0002113
INV0001324	Invoice	01/24/2023	Federal Withholding		0.00	225.08	
001418	CO DEPARTMENT OF REVENUE		01/24/2023	Bank Draft	0.00	51.00	DFT0002114
INV0001325	Invoice	01/24/2023	CO Withholding		0.00	51.00	
001416	VALIC_1		01/31/2023	Bank Draft	0.00	193.12	DFT0002115
INV0001326	Invoice	01/31/2023	VALIC - Regular Plan Retirement Contri…		0.00	193.12	
001265	IRS		01/31/2023	Bank Draft	0.00	501.82	DFT0002116
INV0001327	Invoice	01/31/2023	Federal Withholding		0.00	501.82	
001418	CO DEPARTMENT OF REVENUE		01/31/2023	Bank Draft	0.00	83.00	DFT0002117
INV0001328	Invoice	01/31/2023	CO Withholding		0.00	83.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	160	88	0.00	813,955.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	11	11	0.00	122,567.01
EFT's	0	0	0.00	0.00
	171	**100**	**0.00**	**936,522.37**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	218	110	0.00	847,623.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	11	11	0.00	122,567.01
EFT's	0	0	0.00	0.00
	229	**123**	**0.00**	**970,190.99**

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	1/2023	7,630.37
600	GOLF ENTERPRISE FUND	2/2023	26,038.25
999	POOLED CASH/CONSOLIDATED CASH	1/2023	743,717.78
999	POOLED CASH/CONSOLIDATED CASH	2/2023	192,804.59
			970,190.99

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 17, 2023

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, January 17, 2023. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Chris Ceretto, Bruce Fitzgerald, Carlos Barron, and Claud Hanes.

Valerie Blackston participated remotely through GoToMeeting.

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

Mayor Hubbard requested the Proclamation be moved to the end of the agenda. It was moved by Bruce Fitzgerald and seconded by Carlos Barron to approve the agenda as amended by moving the Proclamation to the end of the agenda. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the January 17, 2023, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- January 3, 2023 City Council Meeting Minutes
- Approving Resolution 2023R005 RATIFYING THE APPOINTMENT OF KEVIN ROSS AS A MEMBER OF THE FORT LUPTON URBAN RENEWAL AUTHORITY TO SERVE AS THE WELD COUNTY REPRESENTATIVE FOR A TERM EXPIRING JANUARY 19, 2026 (AM 2023-019)
- Approving Resolution 2023R006 REAPPOINTING KATHY KVASNICKA TO THE PLANNING

COMMISSION FOR A THREE-YEAR TERM TO EXPIRE JANUARY 18, 2026 (AM 2023-020) Motion passed unanimously on voice vote.

ACTION MEMORANDUM

AM 2023-017 Approve the 2023 Contract to AXON Enterprises Which Provides Taser Equipment, Body Worn and Mobile Camera Equipment and Licensing, Evidence.Com Storage and Licensing, Redaction Software and Equipment Warranties. The Annual Amount is $48,782.65, Allocated from the General Fund, Police Department's Contractual Services Account

The 2023 contract amount to AXON Enterprises, brings the Police Department into compliance with Colorado State Statutes and law enforcement best practices. It provides the following:

- Taser equipment, video and usage data storage, repair and maintenance;
- Body Worn and Mobile Camera equipment and licensing, repair and maintenance;
- Evidence.Com storage of all video and picture storage and licensing;
- Redaction software;
- and AXON Equipment warranties.

The annual amount is $48,782.65.

It was moved by Carlos Barron and seconded by Chris Ceretto to Approve the 2023 Contract to AXON Enterprises Which Provides Taser Equipment, Body Worn and Mobile Camera Equipment and Licensing, Evidence.Com Storage and Licensing, Redaction Software and Equipment Warranties. The Annual Amount is $48,782.65, Allocated from the General Fund, Police Department's Contractual Services Account. Motion passed unanimously on roll call vote.

AM 2023-018 Approve Replacement of the Recreation Center Roof Top Unit-2 Which has Failed and Cannot be Repaired. Total Unit Replacement Cost is $33,805.00, Allocated from the Recreation Center Capital Expenditures Account

This is an emergency request for Plains East Mechanical Services to replace the Recreation Center Roof Top Unit-2 (RTU). The current RTU is at the end of its useful life; extensive repairs have been performed over the years. The current failure of the heat exchanger has forced Plains East Mechanical Services to disable the heating system of this unit. Legally, this unit had to be disabled and cannot be repaired. The cost to replace the heat exchanger and the components associated with the heating system, combined with the age of the equipment, condones the replacement of the RTU. A Carrier replacement RTU has been selected as a replacement to aid in cost savings. This unit is a direct replacement, utilizing the same roof curb and configuration. Cooling and Heating capacities will not change. Unit will be covered under factory warranty only. Not providing proper heating and cooling inside the recreation center will have a direct effect on the indoor air quality, which in turn could cause members to not use our facility. This could negativity impact our admission sales and usage numbers.

It was moved by Claud Hanes and seconded by Carlos Barron to Approve Replacement of the Recreation Center Roof Top Unit-2 Which has Failed and Cannot be Repaired. Total Unit Replacement Cost is $33,805.00, Allocated from the Recreation Center Capital Expenditures Account. Motion passed unanimously on roll call vote.

AM 2023-021 Approve a New 39-Month Lease with Toshiba for the Replacement of Five Upgraded Printers for an Amount Not to Exceed $1,266.14 a Month, With the Option to Add Another Printer for an Amount Not to Exceed $1,476.00 a Month

The current Toshiba printers for City Hall, Finance, PD, Recreation Center, and Golf Course are up for renewal. Toshiba will replace all five printers with newer models (e-Studio4525AC, e-Studio3525AC, and e-Studio3025AC) to a new 39-month lease. Which will also include maintenance and toner replacement. Papercut will be included in the cost of the five printers. There is an optional add-on to the printer(s) to get an additional e-Studio 3525AC for the planning department in the event they move to a new location. Staff is waiting to see if the lease agreement is agreed upon between the City Attorney and the lessor. Once the lease is agreed upon, it would mean that we would have a total of six printers.

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to Approve a New 39-Month Lease with Toshiba for the Replacement of Five Upgraded Printers for an Amount Not to Exceed $1,266.14 a Month, With the Option to Add Another Printer for an Amount Not to Exceed $1,476.00 a Month. Motion passed unanimously on roll call vote.

PROCLAMATION

Mayor Hubbard read the Purifoy Drive Proclamation and proclaimed, during the week of September 3, 2023 – September 9, 2023, Denver Avenue shall be known as Purifoy Drive. Mayor Hubbard presented Roland “Rollie” Purifoy with a copy of the proclamation. Mayor Hubbard stated Denver Avenue will have street signs indicating Rollie Drive during Trapper Days Week.

Mr. Purifoy thanked the Council.

STAFF

Travis Aksamitowski, IT Director, indicated he is tentatively scheduled and waiting for a confirmation from United Power to switch from a 200-amp circuit to a 400-amp circuit on January 25th.

Chris Cross, City Administrator, reported he is monitoring the weather and may be adjusting work hours for staff.

John Fryar, Chief of Police, reported he is getting ready to join IT Director, Travis Aksamitowski, in the basement as they begin to start renovating the police department's basement facilities.

MAYOR/COUNCIL REPORTS

Councilmember, Claud Hanes, reported that Bill Webster passed away and stated he had the honor of serving for him when he was the Commissioner. Mr. Hanes mentioned Bill Webster served the citizens of Weld and the citizens of the State well.

Councilmember, Bruce Fitzgerald, reported that he joined the biggest loser contest at the recreation center.

Mayor Zo Hubbard reported her brother is still in intensive care but they believe he is making progress forward and thanked everyone in the community for their well wishes and prayers.

FUTURE CITY EVENTS

January 17, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
January 20, 2023	Chamber of Commerce Annual Banquet, 203 S. Harrison Ave. 5:00 p.m.
January 31, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 7, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 14, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 21, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:21 p.m.

Submitted by,

____
Maricela Peña, City Clerk

Approved by City Council,

____
Zo Hubbard, Mayor

Fort Lupton COLORADO

City Council Meeting
Date: February 7, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-022
Public Hearing☐

SUBJECT FOR DISCUSSION

Award of Contract to Prairie Dog Pros, LLC for Prairie Dog Mitigation Services During the 2023 Season for an Amount Not to Exceed $16,000.00 from the Public Works Shop General Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

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

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

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

Program can begin immediately.

FINANCIAL CONSIDERATIONS

The 2023 budget includes $37,000 for "insect control" in the Public Works Shop General Fund. The mosquito program is contracted for $19,807.20 leaving $17,192.80 available.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

A. Approve the contract award to Prairie Dog Pros
B. Reject agreement and contract with another firm.
C. Delay action on the contract to gather more information.
D. Have PW staff continue operations.

STAFF RECOMMENDATIONS

Staff recommends approving award of the contract to Prairie Dog Pros for prairie dog mitigation services for an amount not to exceed $16,000.00 for the 2023 season.

Attachments:
a. Contract Agreement – Prairie Dog Pros, LLC.
b. Services Proposal (Exhibit A)

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

City Clerk

Date

Public Works

Contract Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Prairie Dog Pros, LLC** (hereinafter "CONTRACTOR").

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

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in and for a permanent part of the completed work. Contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the bid proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, construct and complete all things mentioned to be done by the Contractor and all work included treat for prairie dogs as proposed in **Exhibit A**.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in Exhibit A.

3. **TIME OF COMPLETION.** The Contractor agrees to commence services upon execution of this Agreement and continue through December 31, 2023.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation in accordance with the schedule included in Exhibit A for a maximum not to exceed amount of **$16,000.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion and execution of any releases by Contractor deemed necessary by the City.

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

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.

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

8. **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.

9. **GOVERNING LAW.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. 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.

10. **OSHA REQUIREMENTS.** Contractor 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. Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Contractor acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances.

11. **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.

12. **INDEPENDENT CONTRACTOR.** Contractor is a separate, legal entity from the City and the parties make this Agreement accordingly with the understanding that Contractor at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by Contractor to perform services pursuant to this

Agreement shall be employees or independent contractors of Contractor and are not employees, contractors or agents of the City. Contractor does not have the authority to bind the City by contract or otherwise

13. **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.

14. **INDEMNIFICATION BY CONTRACTOR.** Contractor shall indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising the negligence or other fault of Consultant or its Consultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

15. **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 ________ DAY OF __________, 2023.

CITY OF FORT LUPTON, COLORADO

____

BY: Zo Hubbard
TITLE: Mayor

PRAIRIE DOG PROS :

____

BY: Curtis Krell
TITLE:________________________

PRAIRIE DOG PROS, LLC

PRAIRIE DOG FUMIGATION PROPOSAL FOR THE CITY OF FORT LUPTON, CO

August 1st, 2022

Prairie Dog Pros, LLC is pleased to submit this proposal for prairie dog mitigation services to support the City of Fort Lupton, CO. Prairie Dog pros, LLC will provide the following if awarded this contract.

- Provide the required fumigation management plan (FMP).
- Notify local first responders of the service date and time.
- Map the treatment area and stake the area with the required warning placards at the time of service.

Pricing

- The following table details the pricing for delivery of services outlined in this proposal. This pricing is valid for 30 days from the date on this proposal.
- Payment is due 30 days from receipt.
- Additional maintenance services will need to be discussed before additional work is performed.

Pricing	Price
Gun Club Development Area (160 Acres). Monitor the area for prairie dogs and treat them as needed. This will be a call in ancillary service.	$150.00 per hour
Fort Lupton Water Treatment Facility. Monitor the range land for prairie dog infestation.	$150.00 per hour
Rec Center Initial Service (Estimated 320 burrows needing treatment)	NTE $960.00
Rec Center monthly maintenance (Treat burrows as needed)	$150.00 monthly
Retention area Initial service (Estimated 350 burrows needing treatment)	NTE $1050.00
Retention area monthly maintenance (Treat burrows as needed) If neighbors are willing to treat their prairie dog infestations. If not, we will need to reevaluate.	$150.00 monthly
Railroad/Parker Shop initial service (Estimated 900 burrows)	NTE $2700.00
Railroad / Parker Shop Monthly Maintenance	$300.00 monthly

WE LOOK FORWARD TO THE OPPORTUNITY TO WORK WIT THE CITY OF FORT LUPTON IN THEIR EFFORT TO ERADICATE THE PRAIRIE DOG PROBLEM.

If you have questions on this proposal, feel free to contact Curtis Krell at your convenience by email at prairiedogpros@gmail.com or by phone at 970-286-8414. We will be in touch with you next week to arrange a follow up conversation on the proposal. Thank you for your consideration..

Approved by ___________________________________

Title____

Signature______________________________________ Date ___________________________

2

City Council Meeting
Date: February 7, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-023
Public Hearing☐

SUBJECT FOR DISCUSSION

Award of Contract to Vector Disease Control International, LLC for Integrated Mosquito Management Services During the 2023 Season for an Amount Not to Exceed $19,807.20 from the Public Works Shop General Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

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

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

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

FINANCIAL CONSIDERATIONS

The 2023 budget includes $37,000 for "insect control" in the Public Works Shop General Fund.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

A. Approve the contract award to VDCI
B. Reject agreement and contract with another firm.
C. Delay action on the contract to gather more information.
D. Have PW staff resume spraying operations.

STAFF RECOMMENDATIONS

Staff recommends approving award of the contract to VDCI for Integrated Mosquito Management Services for an amount not to exceed $19,807.20 for the 2023 season.

Attachments:
a. Contract Agreement – Vector Disease Control International, LLC.
b. VDCI Services Proposal (Exhibit A)
c. 2022 Mosquito Control Report

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

City of Fort Lupton, Colorado

Public Works Department

Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Vector Disease Control International, LLC (VDCI)** (hereinafter "VDCI").

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

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

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

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

4. **CONTRACT SUM.** The City shall pay to VDCI for performance and completion of the work encompassed by this Agreement, and VDCI will accept as full compensation therefore the sum of not to exceed **Nineteen Thousand, Eight Hundred and Seven Dollars and 20/100 Cents**, **$19,807.20**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion.

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

VDCI'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 VDCI.

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. VDCI'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 VDCI shall assign or transfer interest in this Agreement without the written consent of the other.

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

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

9. **ELECTRONIC MEDIA AND DATA TRANSMISSIONS**

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

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

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

11. **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.

12. **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.

13. **OSHA REQUIREMENTS.** VDCI 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. VDCI shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. VDCI 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 it's actions regarding all OSHA rules and regulations.

14. **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.

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

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

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

the activities of VDCI pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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

EXECUTED THIS **7th** DAY OF **February, 2023**.

CITY OF FORT LUPTON, COLORADO

____

BY: Zo Hubbard

TITLE: Mayor

VECTOR DISEASE CONTROL INTERNATIONAL, LLC

____

BY: Jason W. Williams

TITLE: Regional Director

City of Fort Lupton
Mosquito Management Services Proposal
2023
November 2022

Vector Disease Control International, LLC

7230 W 118th Pl Unit C
Broomfield, CO 80020
Contact: Nicholas Bates
Phone: (303) 428-5908
Email: nbates@vdci.net

CITY OF FORT LUPTON
2023 INTEGRATED MOSQUITO MANAGEMENT SERVICES PROPOSAL

VECTOR DISEASE CONTROL INTERNATIONAL, LLC

TABLE OF CONTENTS

INTRODUCTION

Vector Disease Control International, LLC (VDCI) is committed to providing the best possible mosquito control services to our customers. We strive to improve the quality of human life in communities through education, surveillance and the control of mosquitoes and other disease vectors. We are also committed to research and the use and support of application technologies. VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise. Many of our staff come from the field of public health and have experience with public mosquito control districts all over the country. At all times, we will conduct business professionally in a manner that protects the environment and the welfare of residents.

Starting with the simple idea to provide municipalities with the products and services needed to run effective mosquito control programs, VDCI now has operations in 20 states and over 25 years of experience as an industry leader. VDCI constantly strives to provide our customers with the best, most efficacious and scientifically sound integrated mosquito control programs possible.

Because it is often impossible to eradicate all mosquitoes in a given area due to their behavior patterns, resilient nature and enormous breeding potential, our goal is to manage mosquito populations within tolerable levels and simultaneously help prevent possible outbreaks of mosquito-borne diseases. To achieve this goal, we use the most effective combination of methods for controlling mosquitoes, including surveillance, public education, biological control and the use of insecticides, as established in both the American Mosquito Control Association (AMCA) and Centers for Disease Control and Prevention (CDC) guidelines. Habitat inspection of the service area coupled with collections from adult mosquito traps enable us to determine which species of mosquito are present, their population size and specific locations. This information is critical for determining when, where, and how often larvicides and adulticides need to be applied.

The employees of VDCI recognize and readily accept the special considerations that often surround the use of larviciding and adulticiding practices to abate mosquito populations within a mosquito control program. As a private entity working for you, VDCI looks forward to a close working relationship with all appropriate officials, and, as such, will work with and support you in all surveillance and application decisions. Additionally, with our fleet of over 200 trucks and 12 aircraft, we can provide both aerial and ground operations in any situation nationwide.

VDCI takes great pride in our ability of to protect the public's health from mosquitoes and mosquito-borne diseases and to provide a quality of life improvement for our residents. We invite you to review our proposal for providing comprehensive mosquito control services and we are confident that you will see that our qualifications, resources, extensive experience and commitment to excellence will allow for a successful and cost-effective partnership between VDCI and Fort Lupton.

SECTION I. GENERAL CONSIDERATIONS

1. PROJECT DESCRIPTION

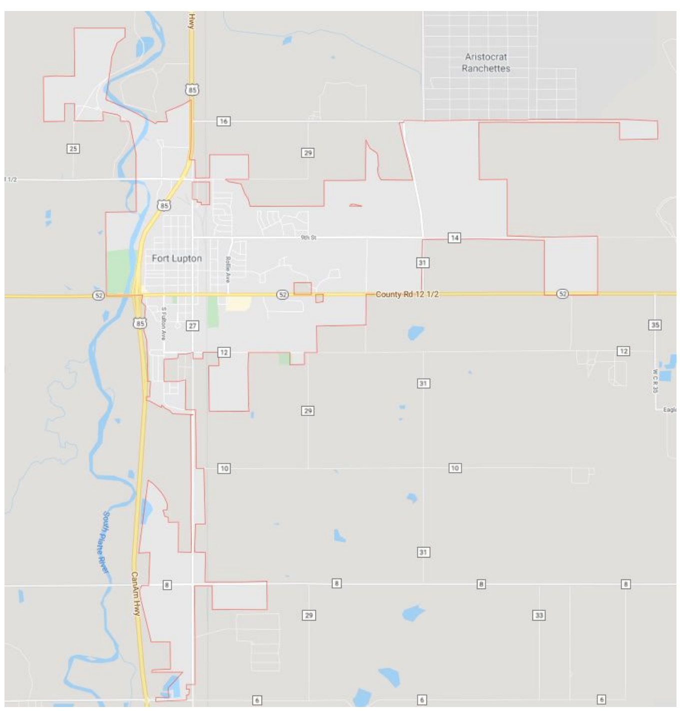
Vector Disease Control International (VDCI) will conduct a comprehensive Integrated Mosquito Management (IMM) Program for the City of Fort Lupton within the service area as defined below.

Vector Disease Control International will employ established IMM principles and practices to dramatically reduce the number of larval and adult mosquitoes in the City of Fort Lupton. These principles and practices are based on a sound Integrated Pest Management (IPM) framework. Monitoring and suppression of both larval and adult mosquitoes will be based on an environmentally focused, least-toxic approach, that utilizes a combination of cultural, biological, and chemical controls to target and reduce all mosquitoes, including potential disease-vector populations and nuisance species, and which is economically feasible, with an emphasis on minimizing chemical adulticide applications.

2. PROJECT AREA

Vector Disease Control International understands and agrees that the City of Fort Lupton Mosquito Control Service Area consists of all areas within the external boundary of the City, as illustrated in the map below.

The City of Fort Lupton, Colorado



SECTION II. INTEGRATED MOSQUITO CONTROL SERVICES SCOPE OF WORK

1. REQUIREMENTS

VDCI will maintain current licensing and certifications to perform commercial mosquito control services in the State of Colorado.

Vector Disease Control International, LLC is currently licensed and will maintain licensing to perform commercial mosquito control services in the State of Colorado (Colorado Department of Agriculture License No. 17165). See Appendix 1 for a copy of the License and Endorsements. VDCI currently employs more than 10 Colorado Department of Agriculture Licensed Qualified Supervisors.

VDCI will meet all Federal, State and Local requirements for storage, transport, dispensing and disposal of all products including pesticides.

Additionally, Vector Disease Control International, LLC will:

1. Warrant that all services provided will be in a professional and businesslike manner.

2. Comply with all aspects of the United States Department of Labor and the Occupational Safety and Health Administration's regulations concerning the hazards of the chemicals utilized in performance of the specification.

3. Provide entire labor staff directly, not through subcontractors, which staff shall have appropriate pesticide training and certification.

4. Provide telephone, facsimile and email communications capabilities.

5. VDCI will comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the City's safety regulations while on any City property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the City the right to terminate this agreement for cause.

6. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, VDCI will meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

   A. VDCI will certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program).

   B. VDCI will not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. VDCI will not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

D. At the time of signing this public contract for services, VDCI has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in the E-Verify Program.

E. VDCI will not use either the E-Verify Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

F. If VDCI obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, VDCI will: notify the subcontractor and the City within three days that VDCI has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that VDCI will not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

G. VDCI will comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If VDCI violates this Section of this Agreement, the City may terminate this Agreement for breach of contract. If the Agreement is so terminated, VDCI will be liable for actual and consequential damages to the City.

8. Provide all employees extensive classroom and field training on issues pertaining to; Pesticide and Applicator Laws and Regulations, Pesticide Labels and Labeling, Pesticide Use, Applicator Safety, Public Safety, Environmental Protection, Integrated Pest Management, Integrated Mosquito Management, and Equipment Use and Calibration.

9. Provide all employees training on all pertinent OSHA regulations. Employees will be instructed on required Personal Protective Equipment (PPE) for each product, its use, care, and disposal. Employees will receive instruction on what to do in case of an emergency including and not limited to; spill procedures, vehicular accidents, personal injury, West Nile prevention, environmental protection, and public safety. This training will include spill prevention, cleanup and disposal, and chain of command notification requirements.

10. Provide employees with all required Personal Protection Equipment as required by the EPA, Colorado Department of Agriculture, and OSHA.

11. Provide each employee VDCI company shirts so that they can be clearly identified as Mosquito Control Technicians by residents and City officials.

12. All vehicles are owned by VDCI and commercially insured under VDCI's master commercial automotive policy. All vehicles will be clearly marked with the company's name, Town, state and telephone number per CO Dept. of Agriculture rules. No private vehicles will be used. All employees will have proper ID at all times while in the field.

13. All company vehicles used for pesticide applications are trucks, with pesticides being stored and secured in the truck bed separate from the passenger compartment. This conforms to DOT and Colorado Department of Agriculture Regulations.

14. All trucks are equipped with a correctly rated fire extinguisher, current Material Safety Data Sheets for all carried products, current labels for all carried products, employee first aid kit, and chemical spill/recovery kit.

15. Use no subcontractors or independent contractors to perform normal surveillance or treatment of areas. All personnel will be legal employees of the company providing the mosquito control services. All employees will be properly trained and licensed by the CO Dept. of Agriculture and covered by General Liability Insurance Policy and Workers Compensation Insurance.

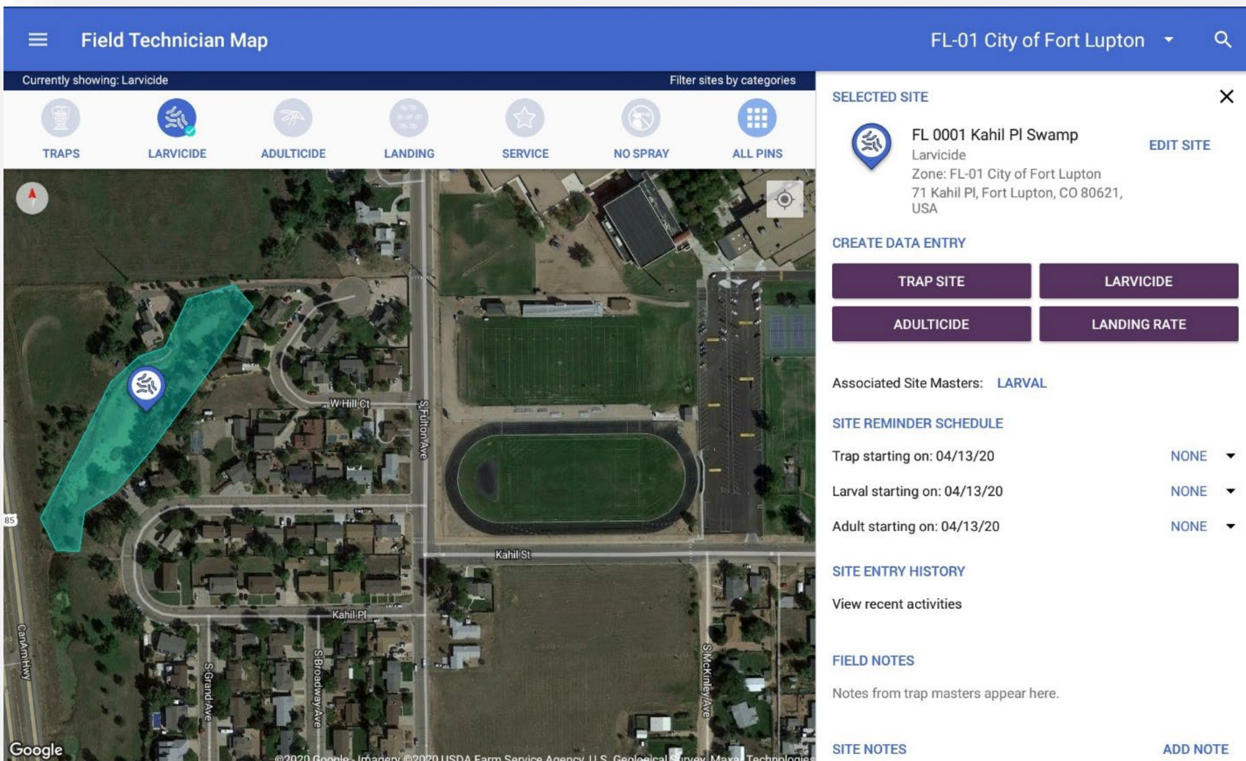
16. Provide Labels and MSDS for all products used by the company upon request.

17. Provide General Liability/Auto/Workers Compensation insurance policy as required with a minimum comprehensive of $1 million per occurrence general liability, claims-made policy including chemical and pollution coverage is required. The City of Fort Lupton is named as additionally insured.

2. Survey and Mapping Services

VDCI will survey the City of Fort Lupton lands designated in Section I. VDCI will develop and maintain mosquito management service-related information in GIS format, and will provide GIS maps indicating mosquito-breeding sites and larval control activity to the City as requested.

VDCI will accurately map and catalog all potential larval mosquito production sites within the proposed service area. VDCI will then use its proprietary database and tablet-based software to create inspection routes that include maps overlaid on digital aerial orthophotography for accurate detail (see example below). VDCI will maintain and update this digital data as needed and will provide copies to the City of Fort Lupton as requested.



3. LARVAL MOSQUITO SURVEILLANCE AND CONTROL

I. VDCI will devote the majority of staff time to larval mosquito surveillance and control. VDCI will identify larval habitats within the City of Fort Lupton Service Area that are inspected throughout the season on a biweekly, weekly or monthly basis. VDCI will perform larval mosquito control operations from May through September (as needed, dependent on environmental conditions and presence of larvae). VDCI will continue to maintain a larval site history database that includes a site catalog number, date and time of inspections, wet/dry status of site, treatment (if any), product type and amount, estimated acreage treated, larval action threshold, documentation of any adverse incidents associated with treatments (NPDES/CDPS requirement), larval instars present and number of larvae present per dip.

VDCI has continually updated our database system and associated GIS data layers with additional new-found breeding sites and changes in parcel ownership. VDCI will continue to improve the program effectiveness by surveying, mapping and methodically inspecting new sites to build a site history and identify problems areas as they are located.

II. VDCI will utilize our advanced database to accurately maintain inspection sites, dates, treatments, methods, product amounts, products used for control, and population dynamics of the mosquito larvae collected.

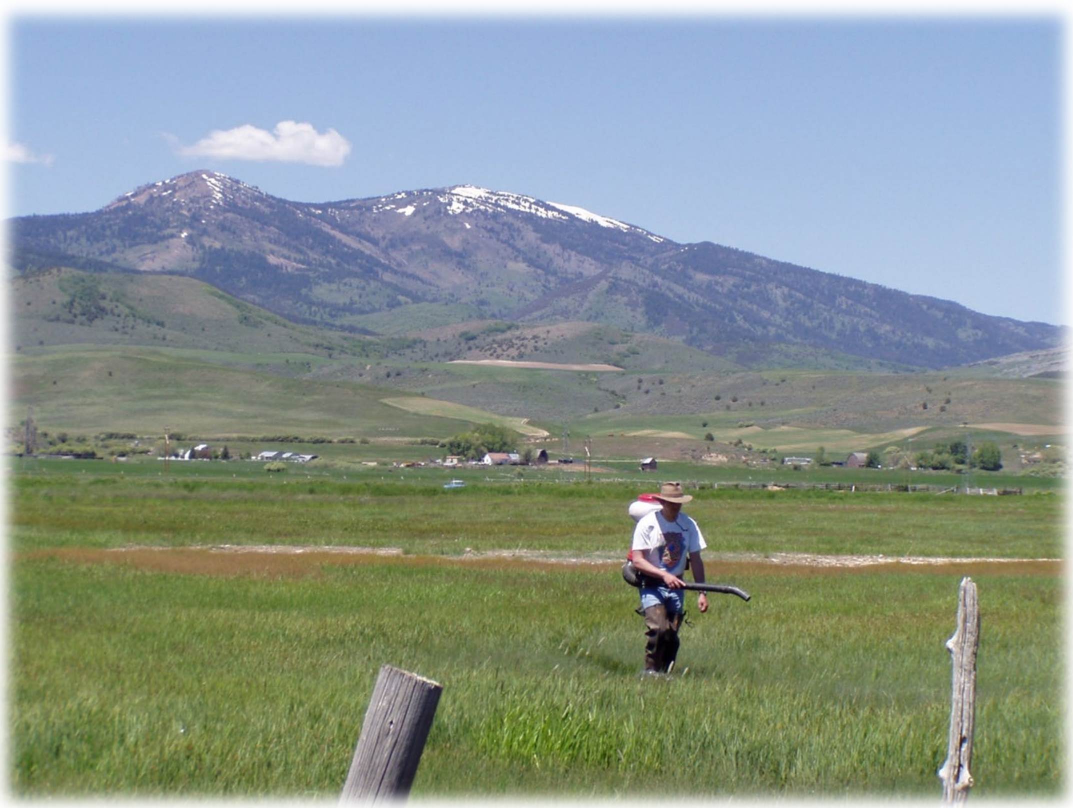
III. VDCI will continuously fine-tune our proprietary database to efficiently target larval mosquito control operational efforts. Our operations will include:

a. Targeted larval site inspections, as needed, at all previously identified and new found potential larval development sites. Site inspections will target larval sites based on past comprehensive site history data as recorded in our database. These data incorporate historic records of larval presence, larval densities, habitat size and type, water source, and weather data.

b. As sites are found that contain mosquito larvae, VDCI will first look to cultural or physical controls to reduce or eliminate standing water and larval development. Water management and source reduction including clearing clogged ditches, hand digging of channels, and working with property owners to mitigate these sites will be implemented when applicable.

c. VDCI will then, as appropriate, treat sites where mosquito larvae are detected with a “Prescription-oriented” least-toxic, biological control appropriate to the site. Larval control products will include; Vectobac (Bti), Vectolex (Bs), Altosid (methoprene), BVA 2 (highly refined mineral oil) and other registered larval control products as needed. All applications will be within label-specified rates and recorded in our database.

IV. VDCI will perform random Quality Control field checks of previously inspected and/or treated larval sites. Quality Control inspections will be conducted regularly to ensure technician performance and pesticide efficacy. The Operations Manager or designated Quality Control Technician will also review data sheet entries to verify that sites are being inspected in accordance to site status and that larval control products are being applied according to habitat and water source information. Operational maps will be ground-verified to ensure accuracy and data collection will be screened prior to final submittal, in order to eliminate input error.



VDCI's Larval Mosquito Control Resources

- **Professional Staff**: VDCI will devote full-time field technicians and a Qualified Supervisor (licensed through the CO Dept. of Ag) to perform IMM-based larval mosquito control operations in the City of Fort Lupton. These technicians are fully trained via VDCI's classroom and field training program, and far exceed the minimum training standards set by the Colorado Department of Agriculture. All larval mosquito control work will be done by employees of Vector Disease Control International, who will be covered by VDCI's Worker's Compensation Insurance, and will not be subcontracted out.

- **Equipment**: Every technician will have access to a VDCI-owned fleet vehicle which is fully insured under VDCI's master commercial fleet policy and is equipped with all necessary larval surveillance equipment, larval control application equipment, and biological larvicide products.

- **Infrastructure**: Because much of VDCI's operations are targeted toward larval mosquito control, many of our resources are used on infrastructure to facilitate these operations. VDCI's warehouses, material handling equipment, supply chain, data input, vehicle fleet, and application equipment are all designed to support our larval control operations.
- **Technology:** VDCI's proprietary and advanced database system will be used to analyze historical breeding site data, which decreases our environmental impact by targeting site inspections and microbial larvicide control applications.

  We have specifically engineered our database with proprietary algorithms and reporting capabilities to utilize historical data collected from communities throughout Colorado to precisely target larval mosquito control locations, reducing unnecessary treatments. Targeting our applications with our historical data allows our operations to provide the highest level of control while minimizing the quantity of larvicide being applied to the environment.

4. Adult Mosquito Surveillance Trapping

I. VDCI will conduct extensive adult mosquito surveillance trapping during the mosquito season (approximately the beginning of June through the end of August, weather permitting *or as requested by an authorized City Representative*) to monitor mosquito-borne disease risk and nuisance mosquito population levels. Trapping of adult mosquitoes at minimum will include:

a. Weekly trapping at three (3) pre-determined permanent surveillance locations within the City of Fort Lupton Mosquito Control Service Area. Samples may be tested for West Nile Virus in cooperation with the City of Fort Lupton and the Colorado Department of Public Health and Environment.

b. As necessary, VDCI may provide additional trapping with "floater" traps in areas of the City that are not covered by one of the permanent trap locations. Floater traps and Landing Rate Counts may be used to determine adult mosquito populations in areas where citizen complaints regarding high numbers of mosquitoes have been received and to determine whether spraying for adult mosquito control is needed (see Adult Mosquito Control, below.)

c. CDC light traps, baited with dry ice (CO_2), will be used for permanent and floater surveillance trapping operations.

d. Identification to genus and species, and total counts of adult mosquitoes will be completed within 24 hours of delivery of the specimens to VDCI's lab if possible. Counts using statistically valid sampling methods will be used in large trap sample sizes (over 300 mosquitoes/trap).

e. VDCI will maintain trap data via our proprietary database and make it available to the City of Fort Lupton Representatives.

f. All mosquito trapping activities including the submission of mosquito pool specimens will be conducted in accordance with the protocols established in the current CDPHE Mosquito Surveillance Plan.

VDCI's Mosquito Surveillance & Laboratory Resources

- **In-House Larval and Adult Mosquito Identification** is critical to accurate surveillance and timely response to spikes in vector and nuisance mosquito populations. While VDCI technicians are trained to perform larval field ID to the genus level, larvae may be periodically brought to VDCI's labs for comprehensive identification to the species level. VDCI ensures that highly trained lab ID specialists, who have access to high quality stereo zoom microscopes and scientific keys, perform the identification of both larval and adult mosquito species.
- **Management:** All VDCI surveillance and laboratory services are managed by Dr. Michael "Doc" Weissmann. Dr. Weissmann holds a Ph.D. in Entomology from Colorado State University. Dr. Weissmann is a renowned expert in Dipteran biology and taxonomy.
- **Personnel:** VDCI has 8 full-time field surveillance and laboratory technicians trained in mosquito trap operations and taxonomic identification of larval and adult mosquitoes to species level. All adult mosquito surveillance trapping will be done in-house and will not be subcontracted. Operation of the adult mosquito surveillance trap network will be completed by trained employees of Vector Disease Control International.

- **Equipment:** The VDCI Surveillance Laboratories are fully equipped with 8 stereo zoom binocular microscopes, including one video/photographic microscope capable of projecting microscopic images onto computer screens or to projection equipment for wall sized viewing.

  VDCI owns and maintains more than 100 CDC dry-ice baited Light Traps and 20 Reiter Gravid Traps and all associated equipment and hardware.
- **Infrastructure:** VDCI has over 500 sq. ft. of devoted Surveillance Laboratory facilities and an additional 100 sq. ft. of trap maintenance and dry ice storage space. In addition to the above-mentioned equipment, VDCI's lab facilities include other important equipment such as a deep freezer, multiple computer workstations, mobile dry ice holding containers, and a fleet of fuel-efficient vehicles specifically designated for surveillance operations.
- **Technology:** All data generated and collected by the Surveillance and Laboratory staff is entered into VDCI's database system **within 24 hours** of processing.

5. Adult Mosquito Control

I. In keeping with the framework of an IMM approach to mosquito control, VDCI will focus on minimizing the use of chemical pesticides and understands that adulticides are the last resort when dealing with the biting adult stage of the mosquito. The program offered by VDCI will implement adult mosquito control applications as a final resource option, in the interest of public health and safety, as well as environmental sensitivity. VDCI acknowledges and will execute the preference of biological controls, larvicides, over chemical controls, adulticides.

   To control adult mosquitoes that exceed pre-set threshold levels or present a public health threat due to mosquito infections rates or elevated vector populations, a prescription-based adulticiding program will be used. VDCI has not, and will not, subcontract ground-based ULV adulticide applications. All vehicles and equipment used in adult mosquito control operations will be owned and insured by VDCI.

II. The use of chemical adulticide spray applications to control adult mosquitoes will be performed according to the following guidelines:

   a. Permethrin/PBO formulations such as AquaKontrol, Aqua Perm-X, and Aqualuer (or other products with similar/less toxicity as approved by the City), will be applied within the EPA registered application rates via Ultra Low Volume (ULV) dispersal equipment.

   b. Truck-mounted ULV dispersal will be the primary application method (ATV or hand-held ULV equipment may be used where appropriate). All ULV equipment shall be calibrated as needed, but not less than once annually.

   c. In-cab GPS equipment will be used to map all routes and observe shutoff requests and provide accurate record keeping. Real-time data, collected during the applications, will be used to produce detailed post-application maps depicting the vehicle's path, with areas treated and not treated clearly labeled, along with reports for all adulticide applications.

   d. Adulticide applications may be used *only* when nuisance or vector mosquitoes cannot be controlled to satisfactory levels by any other means (e.g. water management, vegetation control, biological controls, larvicide, etc.) <u>and</u> when any one of the following conditions exist:

      - There is an imminent threat of mosquito-borne disease transmission as directed by the City of Fort Lupton in cooperation with the Colorado Department of Health and Environment, or
      - When 100 adult mosquitoes are collected from any permanent CDC mosquito trap in a given night, or
      - In other areas of the City not routinely trapped, if a "floater" trap is set and there are 100 or greater adult mosquitoes captured per trap per night.

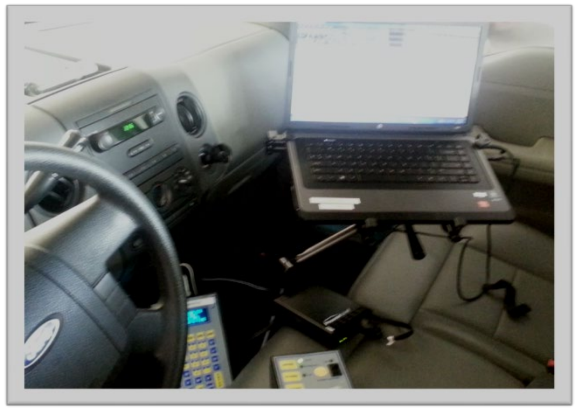
III. VDCI will coordinate with the City of Fort Lupton officials to schedule and perform Barrier Backpack applications using the residual adulticide TalStar (or comparable mosquito barrier products) and/or Ground-based Truck ULV mosquito spraying in the City of Fort Lupton Parks for outdoor community events. Applications of mosquito adulticides and or barrier products will typically be performed on the day of, or evening prior to, any scheduled and agreed upon City events.

In addition, VDCI will make available to residents of the City of Fort Lupton private Barrier applications at an additional per service cost. The price of each application is determined by the size and complexity of the treatment area. *Payment of these private treatments is the sole responsibility of the property owner.*

VDCI's Adult Mosquito Control Resources

- **Personnel:** All ground-based adult mosquito control applications are performed by VDCI management staff and veteran seasonal employees with specialized training in ULV (ultra-low volume) adulticide spraying and will not be subcontracted. Currently VDCI has over 15 fully trained personnel capable of performing ground based ULV applications. This level of staffing and expertise can handle any typical weekly application needs or even any atypical public health emergency situation at a moment's notice.

- **Technology:** VDCI will use the most advanced truck-mounted ULV application equipment available to provide great accountability in all phases of the application. Several vehicles will be equipped with GPS tracking units capable of delineating the spray routes of the vehicle. These units record at three (3) second intervals the date, time, latitude, longitude, and sprayer status (on or off). Detailed maps, graphically illustrating the application data, can be produced after each spray operation and provided to the City upon request. Our technology can also identify and mark all properties that have requested to be call notified and/or shutoff from any adulticide applications in their area.



- **Application Accountability:** Our primary objective whenever we apply pesticides is to achieve the greatest possible level of mosquito reduction while minimizing pesticide use in as environmentally accountable manner as possible. This commitment can be evidenced by our investment in application technologies such as on-board mapping, monitoring systems, and droplet measuring equipment. Together, these instruments allow us to not only apply the proper amount of product in the proper treatment area, but they also allow us to monitor every aspect of the application event. Consequently, pesticide application is maximized in the target area and the risk to adjacent, non-target areas is greatly minimized.

  VDCI utilizes a proprietary live-mapping display that provides unparalleled accuracy of ground ULV treatments. Our on-board, computer-based GPS mapping and tracking system has the ability to provide accurate ULV treatments within the designated spray blocks/areas. This technology will be used in the City of Fort Lupton during the 2023 mosquito season.

  Variable flow technology assures accurate insecticide application rates that will deliver the proper amount regardless of vehicle speed. Post treatment maps will contain the insecticide name, registration number, the total amount of product used in the treatment, and the dates and times of the treatment along with a delineation of the movements of the vehicle within the treatment area. This allows for unparalleled accuracy and accountability.

- **Equipment and Capabilities:** With our large fleet of truck-mounted ground-based ULV adulticiding equipment, VDCI has the capacity to cover more than 1,250 linear miles of streets and roadways in ONE NIGHT. That equates to over 70 square miles or over 45,000 acres per night. In 2023, VDCI will have more than 12 spray units available on the Front Range of Colorado alone, with an additional 8 units on the western slope.

- **VDCI's History:** VDCI has extensive experience with emergency and comprehensive adult mosquito control applications. VDCI (as Colorado Mosquito Control) was the contractor hired by the Larimer and Weld City Departments of Health and Environment, as well as the Cities of Fort Collins, Loveland and Longmont during the West Nile Virus Public Health Sprayings in recent years. VDCI not only has the capacity, with respect to equipment and staffing, but possesses the expertise and experience needed when scheduling, planning, and supplying the required materials. VDCI has always been able to coordinate emergency response applications in a moment's notice. We pride ourselves on our ability to meet the needs and specifications of our municipal accounts to successfully achieve the objectives of suppressing West Nile risks, all within accordance of the guidelines set forth by the CDC and Colorado Department of Agriculture.

VDCI'S PUBLIC HEALTH EMERGENCY SURVEILLANCE & ADULTICIDE SERVICES

We have included contractual price quotes for additional vector mosquito surveillance trapping and a per mile cost for additional adulticide applications in the event of a large-scale public health emergency. At the request of the City, and in consultation with CDPHE and CDC Ft. Collins, Vector Disease Control International will provide the following Optional Public Health Emergency Services at an additional cost:

- **CDC Light Trap and/or Reiter Gravid Trap Surveillance**

  Upon request, VDCI will operate additional CDC light traps and/or Reiter gravid traps for expanded adult mosquito and disease vector mosquito surveillance within the City of Fort Lupton.

  Identification of the trapped mosquitoes will be performed the following day after the mosquitoes are returned to the lab. The trapped mosquitoes will be counted and identified to the following species; *Culex tarsalis*, *Culex pipiens*, *Aedes/Ochlerotatus* species.

  Cost per trap/night: $200.00
  Cost includes all equipment, dry ice, vehicles, labor, shipping and reporting.

- **Emergency Ground-based Truck ULV Adulticide Application**

  VDCI will undertake emergency ground-based truck ULV adulticide spraying in accordance with U.S. EPA, Colorado Dept. of Agriculture, and Colorado Dept. of Health and Environment regulations in the event of a declared public health state of emergency that exceeds the scope of the existing program. VDCI will, at the City's request, organize and coordinate all spraying operations for public health response.

  Cost per linear spray route mile: $85.00
  Cost includes all equipment, vehicles, pesticide products, labor, and liability insurance.

- **Aerial ULV Adulticide Application via Fixed-Wing or Rotary-wing Aircraft**

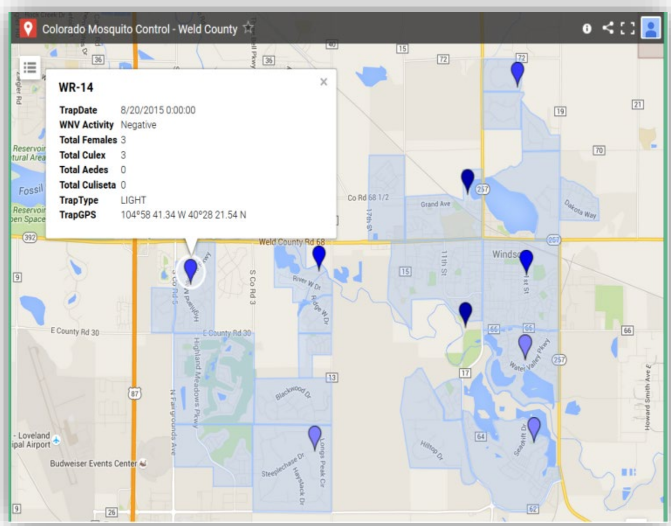
  VDCI has extensive experience with aerial mosquito control application and would oversee and direct such applications. All aerial adulticide applications would be performed by experienced and insured aerial applicators, licensed through the Colorado Department of Agriculture. This work would be done through Vector Disease Control International's aerial division. Prices would be subject to the size of the designated spray area, application material selected, and current pricing.

6. Public Outreach & Education

Since our inception in 1992, VDCI has believed in and demonstrated that a strong Public Outreach and Education Program is one of the keys to success in providing large-scale municipal mosquito control programs. Listening to citizen complaints and inquiries can aid in evaluating the effectiveness of a program. VDCI constantly looks for ways to better serve the communities we work with and appreciates citizen involvement in the betterment of the program. We have clearly demonstrated our commitment and belief in the strength of public outreach and education by proactively serving the City of Fort Lupton over the years with numerous innovative programs, activities and services as described below.

VDCI Website

Our website, www.vdci.net/colorado, is the leading website in the State of Colorado when it comes to providing up-to-date, factual, and comprehensive information on, and links to, mosquito biology and control, mosquito-borne diseases, pesticide toxicology information, and a wealth of topics relating to mosquitoes. VDCI will continue to maintain this website, including daily spray schedules of planned adulticide areas within the City of Fort Lupton.



Our website continues to serve as an integral part of the dissemination of operational data to citizens with little request for resources or time required by the City and its employees.

VDCI maintains and will continue to maintain website links to CDPHE (Colorado Dept. of Public Health & Environment), and NPIC (National Pesticide Information Center and CDC (US Centers for Disease Control).

MosquitoLine™

VDCI will continue to maintain a toll-free telephone line at **(877) 276-4306** for customer service calls. We will accept calls from the public at any point concerning, but not limited to the following topics:

- Opting out of any adulticide spraying via a “shut-off list” which is updated annually and as new requests are received from private property owners.
- Request a telephone or email notification when adulticide spraying is planned in and around their neighborhood.

- Report mosquito annoyance areas and request floater traps at their residence.
- Report standing, stagnant water that may indicate the presence of larval sites or adult mosquito harborage.
- Request information about mosquito populations within the community.
- Request information on how to control and/or prevent mosquitoes on their property and mosquito-borne diseases such as WNV, WEE and SLE.
- Request health and safety information about mosquito control operations and pesticide products used in the City of Fort Lupton Mosquito Control Services Program.
- Request backyard inspections and information on inspection activity and larval production at sites of interest.

VDCI will maintain a log of calls received including date, name, address, type of call, response, resolution, and resolution date.

IMMEDIATERESPONSE™

VDCI introduced the concept of a 24-hour response/resolution time to all mosquito annoyance complaints in 1994 with our trademarked ImmediateResponse™ System. VDCI will continue to respond accordingly to all mosquito related complaints and will refer any service-related complaints to the City of Fort Lupton.

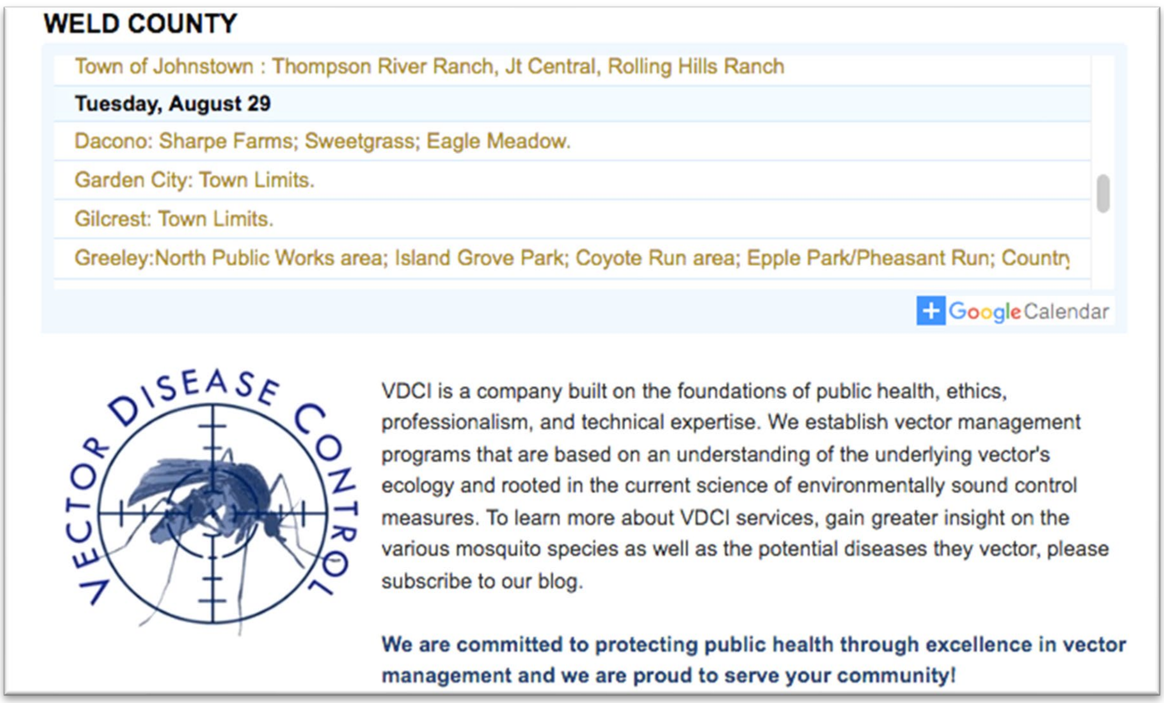
- VDCI will verify the validity of mosquito annoyance complaints by on-site inspection including; adult mosquito trapping via nearby pre-determined trap locations or floater traps, as needed, or landing rate counts (10 females mosquitoes per 5 minute period = annoyance level) and/or larval dip surveillance in local breeding sites.
- VDCI will resolve all complaints, *whenever possible*, within 24-hours to the satisfaction and standard of the City of Fort Lupton.
- VDCI will provide education, either verbally or through printed materials to the complainant to promote self-management of local mosquito problems.

Call and Email Notification and Shutoff System

VDCI will continue to maintain a comprehensive Call and Email Notification & Shutoff database and will notify residents on the list when conducting ULV adulticide applications near their property. All Shutoff locations are mapped in our proprietary database. Notification & Shutoff forms are available online and may be submitted via VDCI website, email or by mail. VDCI will mail renewal request forms each season and perform all updating of resident information as it is received.

Daily Posting of ULV Spray Zones

Areas scheduled for ULV truck spraying will be posted by 3pm daily on VDCI's website: www.vdci.net/colorado



VDCI's Public Outreach Program & Education Resources

- **Innovative Programs**: VDCI has worked with dozens of municipalities on numerous public events across the state since our inception to supply information and provide personalized educational programs about mosquitoes, mosquito-borne illness, and public health. We have also provided personnel, larval and adult mosquito specimens, equipment such as light traps and microscopes, signs, etc. to various groups in need of such educational items. We have set-up booths at Fairs, Farmers' Markets and during West Nile Virus education outreach events in past years and will continue to do so for our customers.
- **Technology**: VDCI was one of the first mosquito control organizations in the United States to publish adult mosquito control spray schedules on the web. Additionally, our website www.vdci.net/colorado has been a leading source for up-to-date, factual and comprehensive information on, and links to, mosquito biology and control, mosquito-borne disease, pesticides, and many other issues relating to mosquitoes in the State of Colorado (and the US) for several years.

7. Reporting

I. VDCI will provide all maps, records, logs, complaints, correspondence, and reports to the City of Fort Lupton, where applicable and as requested by the City, in a common, easy to use, electronic/digital format or hard copy. All data listed above will be provided within 2 weeks of request, if not sooner.

II. VDCI will provide the City of Fort Lupton Representatives with weekly trap counts, prior to close of business on Friday of each week (barring extenuating circumstances).

III. VDCI will submit monthly reports of operational efforts during the months of June-September by the end of the following month. Monthly reports will include, at a minimum:

- Updates on disease vector mosquitoes: local, state and national
- Overall mosquito surveillance operations and breeding site activity
- Larval control operations
- Adult control operations

IV. VDCI will submit an annual report by November 30th of the current contract year. At minimum, the annual report will include:

- Mosquito Control Objectives
- Detailed overview of the season
- West Nile Virus overview
- Larval mosquito surveillance and control
- Adult surveillance & laboratory results
- Adult mosquito control data
- Public relations and education activities
- Summaries
- Graphs, charts and data summaries

Any other pertinent information

VDCI's Reports and Record Keeping Resources

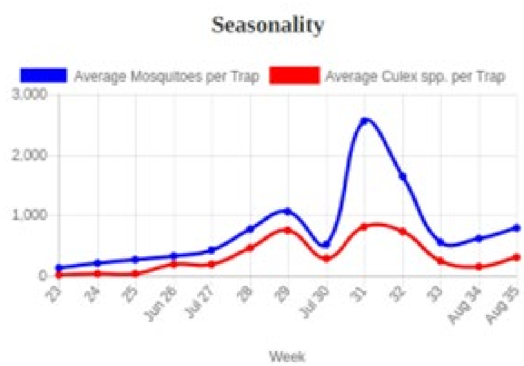
- **Personnel**: VDCI has dedicated office staff to handle all incoming telephone communications, computer data entry, website and notification updates, and report generation.
- **Equipment and Technology**: VDCI possesses a state-of-the-art server supported computer network with T-1 high-speed internet access, numerous computer workstations, printers, faxes, and scanners, all designed to support our proprietary database software systems. At VDCI, we view technology as the key to continued effective, efficient, cost-beneficial and environmentally sound mosquito control for today and well into the future.

2022 Weld County Health Department Trap Composite Data

Total number of trap/nights set:	37
Total number of mosquitoes collected:	9,870.0
Average mosquitoes per trap/night:	266.8
Average Culex per trap/night:	114.9

Species collected and abundance:

Aedes cinereus	3.0	0.0%
Aedes dorsalis	286.0	2.9%
Aedes increpitus	185.0	1.9%
Aedes melanimon	59.0	0.6%
Aedes nigromaculis	1.0	0.0%
Aedes trivittatus	18.0	0.2%
Aedes vexans	4,936.0	50.0%
Anopheles freeborni	5.0	0.1%
Coquillettidia perturbans	1.0	0.0%
Culex pipiens	266.0	2.7%
Culex salinarius	929.0	9.4%
Culex tarsalis	3,056.0	31.0%
Culiseta inornata	125.0	1.3%



SECTION III. VDCI KEY MANAGEMENT AND PERSONNEL

Vector Disease Control International is a professional organization dedicated to providing comprehensive state-of-the-science large-scale mosquito control contracted services to municipalities and other organizations. VDCI's mosquito management programs are designed, implemented, and supervised by experienced, trained, and licensed personnel with over 80 years of combined field mosquito control experience, including Board Certified Entomologists.

Nicholas Bates, Denver Office Contract Manager
15+ years of experience in municipal mosquito control operations and management.

Member:	American Mosquito Control Association
	West Central Mosquito and Vector Control Association
Licensed**:**	Qualified Supervisor - Colorado Department of Agriculture: Public Health 110

Michael J. "Doc" Weissmann, Ph.D., Chief Entomologist/Surveillance Manager
Over 30 years extensive experience with insect identification, behavior, and public education.
Faculty Affiliate in the Department of Bioagricultural Sciences and Pest Management at Colorado State University, Ft. Collins, Colorado
B.A. (1982) and M.A. (1986) in Biology, University of Colorado at Boulder
Ph.D. (1995) in Entomology, Colorado State University in Ft. Collins

Member:	American Mosquito Control Association
	West Central Mosquito & Vector Control Association
Licensed:	Qualified Supervisor - Colorado Department of Agriculture: Public Health 110

Jason W. Williams, Regional Director
Mr. Williams has over 20 years of experience in mosquito control including nine years as Biologist at the City of Chesapeake Mosquito Control Commission in Chesapeake, VA, three years as an Entomologist performing malaria control internationally, and nine years overseeing Regional Operations with VDCI.
B.S. in Biology (1998), Old Dominion University.
M.S. in Biological Oceanography (2000), Old Dominion University.

Member:	Virginia Mosquito Control Association (2000-2010) - President (2006-2007)
	Texas Mosquito Control Association (2009-Present)
	American Mosquito Control Association (2001-Present)
Licensed:	Qualified Supervisor - Colorado Dept. of Agriculture: Public Health 110
	Certified Professional Applicator – Idaho Dept. of Agriculture: Public Health
	Certified Commercial Applicator – Texas Dept. of Agriculture: Public Health
	Certified Commercial Applicator – Wyoming Dept. of Agriculture: Mosquito Control

Seasonal Staff:

All VDCI seasonal employees are fully trained per Colorado Department of Agriculture regulations in all aspects of modern mosquito control operations, including; mosquito biology, field inspection and surveillance techniques, safe handling and application of pesticides and public relations. VDCI will hire and train additional employees as required to fulfill our contractual obligations.

SECTION IV. REFERENCES

City of Fort Collins
Mr. Matt Parker, Resources Management Supervisor
1745 Hoffman Mill Road
Fort Collins CO, 80524
(970) 416-2815
MParker@fcgov.com

Town of Parker
Mr. Tom Williams
Director of Public Works and Engineering
20120 East Mainstreet
Parker, CO 80138
(303) 840-9546
twilliams@ci.parker.co.us

Town of Windsor
Mr. Kenneth Breneman, PW Division Manager
922 N 15th St.
Windsor, CO 80550
(970) 674-5400
kbreneman@windsorgov.com

Additional references will be provided upon request.

SECTION V. PROGRAM COST

At VDCI, we fully understand our customers' need for a professional, reliable and environmentally responsible mosquito control contractor. Hence, we are offering a level service above and beyond the specifications normally required of a mosquito control services provider, such as state-of-the-art technology and GIS mapping, unlimited ground larvicide applications, extensive larval and adult mosquito surveillance, prescription-based adult mosquito control spraying, assistance with public outreach, and full reporting of all applications and quality control measures, for a single yearly cost to the City.

The amount listed is all-inclusive with no additional charges or costs. Please keep in mind that the services offered, and the prices quoted here can be discussed so that a program tailored to the specific needs of the City can be developed.

The schedule of total annual cost to the City of Fort Lupton for mosquito control services, to include labor, materials, vehicles, equipment, liability/auto/workers compensation insurance coverage, administrative support, and overhead expenses, as detailed in this proposal for the 2023 mosquito season is not to exceed: **$19,807.20.**

APPENDIX 1. CO Department of Agriculture Licenses & Endorsements

COLORADO
Department of Agriculture
Division of Plant Industry

305 Interlocken Parkway,Broomfield, CO 80021
Tel: (303) 869-9066 Email: Commercialapplicator@state.co.us

COMMERCIAL APPLICATOR
CERTIFICATE OF LICENSE

License Number: 17165
Date Issued: 01/26/2022
Effective Date: 01/01/2022
Good Through: 12/31/2022

VECTOR DISEASE CONTROL INTERNATIONAL
7230 W 118TH PL UNIT C
BROOMFIELD, CO 80020
DBA: VDCI

This certificate is evidence that a license has been issued to the person(s) listed above to do business in the name(s) listed above under the provisions of the Pesticide Applicators' Act and may be revoked, suspended, or have other lawful discipline imposed for cause.

COMMISSIONER OF AGRICULTURE
Kate Greenberg

COLORADO Department of Agriculture Division of Plant Industry
Pesticides Certification and Licensing
2022.01.26 12:57:26 -07'00'

Page 1 of 1

COLORADO
Department of Agriculture
Division of Plant Industry

305 Interlocken Parkway,Broomfield, CO 80021
Tel: (303) 869-9066 Email: commercialapplicator@state.co.us

COMMERCIAL APPLICATOR ENDORSEMENT

License Number: 17165
Date Issued: 01/26/2022

Effective Date: 01/01/2022
Good Through: 12/31/2022

Mailing Address:
VECTOR DISEASE CONTROL INTERNATIONAL
7230 W 118TH PL UNIT C
BROOMFIELD, CO 80020

Home/Records Address:
7230 W 118TH PL UNIT C
BROOMFIELD, CO 80020

Doing-Business-As Name(s) (DBA)
VDCI

Contact: JASON WILLIAMS
Insurance Expires: 10/01/2022

Phone: (757) 449-0123
Aerial: Y

This endorsement is valid for the following categories ONLY:

Agricultural:	108, 110
Ornamental:	
Structural:	

Qualified Supervisors

Lic. #	Last Name	First Name	MI	Lic. Expires
03047	KRUTHAUPT	CHRISTOPHER	G	12/09/2023
License Categories: 110				
28843	SHEAFFER	STEPHEN	J	08/24/2023
License Categories: 110				
30352	BATES	NICHOLAS		03/05/2024
License Categories: 110				
30814	BOZE	BROOX		03/18/2024
License Categories: 110				
31932	WEISSMANN	MICHAEL		02/24/2022
License Categories: 108 110				
32133	RODOSEVICH	NETTO	C	01/07/2025
License Categories: 110				
32889	KYER	MELISSA		05/28/2023
License Categories: 110				
33220	SCHLATMANN	WILLIAM		03/25/2023
License Categories: 110				
33267	RENFRO	KELSEY		11/26/2025
License Categories: 110				
37466	MEDINA	HOLLY	M	07/05/2024
License Categories: 110				
39730	BAKER	BRADLEY		08/28/2024
License Categories: 110				
41111	WANEK	ANNA		04/25/2025
License Categories: 110				
41168	WILLIAMS	JASON	W	08/27/2025
License Categories: 110				

Page 1 of 2

APPENDIX 2. CERTIFICATE OF COMPLIANCE

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.,* as amended 5/13/08, as a prerequisite to entering into a contract for services with the City of Fort Lupton, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Vector Disease Control International, LLC
Company Name

14 November, 2022
Date

Jason W. Williams
Name (Print or Type)

Signature

Regional Director
Title

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.

ATTACHMENT "A"
2023 CONTRACTUAL SERVICE COST SUMMARY
November 2022

City of Fort Lupton Integrated Mosquito Management Program

The following price is quoted on a complete seasonal basis and will be fully earned. The complete seasonal cost will not be exceeded without the approval of City of Fort Lupton. This program is offered by VDCI as a comprehensive integrated mosquito management program specifically designed for City of Fort Lupton as a strategy to preclude local mosquito-borne disease transmission and associated problems from mosquito annoyance. Please see the previous services description pages for more detailed information. This proposal includes all labor, insecticides, vehicles, equipment, liability/auto/workers comp. insurance coverage, administrative support, and overhead expenses.

A. General Services

1. Liability/Auto/Workers Comp Insurance Coverage
2. MosquitoLine® Customer Response System
3. ImmediateResponse® System
4. Geographic Information System (GIS)
5. Proprietary Online Database
6. Annual Report
7. Public Relations & Community Outreach
8. Quality Control

B. Larval Mosquito Control Services

9. Larval Site Inspections and Larvicide Applications

C. Adult Mosquito Surveillance Services

10. Adult Mosquito Trapping and Identification

D. Adult Mosquito Control Services

11. Residual Barrier Adulticide Applications
12. ULV Adulticide Applications

CITY OF FORT LUPTON
INTEGRATED MOSQUITO MANAGEMENT PROGRAM
PROPOSED SERVICE COST FOR 2023....$19,807.20

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.

ATTACHMENT "B"
Hold Harmless, Warranty, Disclaimer for City of Fort Lupton
November 2022

1. Hold Harmless Indemnity Clause:
Vector Disease Control International, LLC. ("VDCI") shall indemnify and hold harmless City of Fort Lupton and its agents and employees from and against all claims damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of VDCI, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Responsibility: liability. VDCI warrants that it will exercise in its performance of these services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. VDCI shall be liable to City of Fort Lupton for any loss, damages or costs incurred by City of Fort Lupton because of VDCI's duties under this warranty.

2. Warranty & Disclaimer
Vector Disease Control International, LLC. ("VDCI") is engaged in the business of mosquito control and abatement, and has not been retained to eradicate the mosquito population in any particular area. There are severe, and sometimes fatal, consequences of some mosquito bites which may include transmission of certain serious diseases such as malaria, dengue fever, West Nile virus and several other forms of encephalitis. Not only can mosquitoes carry diseases which afflict humans, but they also can transmit several diseases and parasites that birds, dogs and horses and other animals are very susceptible to. These include dog heart worms, Western Equine Encephalitis and West Nile Virus. Because VDCI has not been retained to eradicate the mosquito population, VDCI can make no warranty, representation or guarantee, of any type, about the existence of mosquito borne diseases in the geographic area of the proposed area of contracting, or the potential for human or animal infection before, during or after the completion of the VDCI mosquito control services.

VDCI warrants that the services described in this proposal will be provided in a professional and business-like manner. Other than this warranty, VDCI makes no express or implied warranties, including without limitation, any express or implied warranties of merchantability or fitness for a particular purpose. Client understands and agrees that any liability of VDCI regarding the Project shall be limited to negligence of VDCI in the carrying out of its professional services under the contract, and shall not include any special, incidental, consequential or punitive damages, or any damages based on any lost sales or profits.

VDCI will not be liable for any general, special, incidental or consequential damages for loss, damage or expense including but not limited to sickness, injury or death, loss of livestock or animals, or lost profits from any farm or ranching operations of any type from the mosquito control services provided by Vector Disease Control International, LLC.

3. No private vehicles will be operated in City of Fort Lupton in connection with the Mosquito Control Program.

4. Workman's Compensation, Automotive and General Liability Insurance are in place.
(Certificates available upon request)

5. Ownership of Work Product
The parties recognize and agree that Vector Disease Control International, LLC. (VDCI) in the course of mosquito control program design, development and implementation prepares and utilizes many documents, maps, data sets and files including GIS (geographic Information system) data and files. Such information is proprietary, a trade secret and the confidential work product of Vector Disease Control International, LLC. VDCI retains all, rights, copyrights and ownership to all work prepared, developed or created pursuant to this contract. City of Fort Lupton may, with written permission, utilize the data and documents internally, but will not distribute or display to the public copies of such data, files, and documents or prepare derivative work or products.

6. Independent Contractor.
The parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Agreement, and that the Contractor and its agent and employees are not agents or employees of City of Fort Lupton for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased hereunder, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits nor worker’s compensation benefits from City of Fort Lupton, its elected officials, agents, or any program administered or funded by City of Fort Lupton. Contractor shall be entitled to unemployment insurance or worker’s compensations insurance only if unemployment compensation coverage or worker’s compensation coverage is provided by the Contractor, or some other entity that is not a party to this contract. Contractor is obligated to pay Federal and State income tax on any monies earned pursuant to the contract relationship.

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.

ATTACHMENT "C"
2023 CONTRACTUAL SERVICE COST AGREEMENT
November 2022

For City of Fort Lupton for the 2023 season only;

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. **Service Cost for 2023: $19,807.20**

ONE YEAR CONTRACT: Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for the 2023 season only. The City of Fort Lupton also agrees to the terms set forth in Attachment "B". These prices are complete and fully earned. Billing will be in 6 equal monthly installments (April-September).

For acceptance of this Integrated Mosquito Management Services Proposal for ONE YEAR, the 2023 season only, sign here:

Name (X)________________________Title_______________Date__________.

For Vector Disease Control International, LLC.

Name ____________________ Title Regional Director Date 14 November, 2022
Jason W. Williams

Invoices should be sent to:

Name ____________________ Title ____________________

Address ____________________ Phone ____________________

City, State, Zip ____________________ Email ____________________

VECTOR DISEASE CONTROL INTERNATIONAL, LLC

Protecting Public Health Since 1992

www.vdci.net/colorado

CITY OF FORT LUPTON

MOSQUITO CONTROL PROGRAM
2022 ANNUAL REPORT

VDCI
A Rentokil Company

Mission Statement

The need to protect residents and visitors from the health risks, severe annoyance, and discomfort associated with biting mosquitoes is a chronic annual problem. The primary objective of VDCI's Mosquito Control Programs is to suppress the development of larval mosquitoes in standing water areas, to monitor and reduce numbers of adult mosquitoes thereby reducing overall mosquito populations to an acceptable low-biting "annoyance level", while reducing the threat of mosquito-borne disease transmission, all at the least possible cost, and with the least possible impact on people and the natural environment.

The focus of our program is to employ trained field technicians to suppress populations of larval mosquitoes in aquatic habitats. VDCI technicians utilize bacterial larvicides that reduce mosquitoes without harming non-target organisms. Additionally, monitoring of adult mosquito populations is an essential component of an Integrated Mosquito Management (IMM) program. Surveillance trapping performed provides data to assess West Nile Virus (WNV) infection rates, as well as the need for adult mosquito control measures. Data driven response can reduce the threat of disease transmission and annoyance associated with mosquitoes, while reducing the necessity for large amounts of products to be applied.

Objectives

VDCI's Mosquito Management Program has developed into one of the foremost environmentally sensitive and technologically advanced IMM programs in the United States. Additionally, VDCI has fostered cooperative efforts for mosquito control and epizootic response between surrounding municipalities, counties and homeowner's associations, as well as the Center for Disease Control Vector-Borne disease unit in Fort Collins (CDC), the Colorado Department of Public Health (CDPHE), the Tri-County Health Department and Colorado State University (CSU) to respond to mosquito-borne disease and annoyance. Data obtained from VDCI is utilized by these entities when evaluating disease risk, a public-private data sharing partnership in the interest of public health which is unrivaled elsewhere in the country.

VDCI in Colorado

VDCI's partnerships with Colorado Mosquito Control and Ottertail Environmental brought together the biggest and most experienced mosquito control companies in the state. VDCI now manages mosquito control programs throughout Colorado including Homeowners Associations, Cities, Towns, Mosquito Control Districts, Counties, Indian Reservations, and more. VDCI currently has seven year-round offices in Colorado with programs that range from the southwest corner of the state to northeastern Colorado. In addition, VDCI has expanded to provide service to other municipalities as new mosquito control programs were initiated. VDCI will maintain its commitment to provide top quality service to minimize the threat of West Nile Virus to citizens and to reduce mosquito annoyance in all the areas we serve.

West Nile Virus Risk

Background

West Nile Virus (WNV) was first identified in Uganda in 1937. Since that time, activity has been documented throughout Africa, Europe, West and Central Asia, and areas of the Middle East. The virus made its first appearance to North America in 1999 when it was documented in New York City. WNV comes from a family of viruses known as Flaviviridae and is closely related to viruses which can have severe effects on both humans and animals such as Japanese Encephalitis and St. Louis encephalitis.

WNV has a wide range of symptoms which can range from mild flu like symptoms to death. Of humans affected, nearly 80% will show no symptoms at all. Most people who do show symptoms will usually suffer from flu like symptoms. However, approximately 1% of people will develop much more severe symptoms including meningitis (inflammation of the linings surrounding the brain and spinal cord), encephalitis (inflammation of the brain), or very rarely poliomyelitis which can cause paralysis in parts of the body.

Since the introduction of WNV to the United States in New York City in 1999, the virus has made a complete westward expansion to the West Coast. Starting in the Northeastern parts of the United States, the virus steadily progressed through the South, the Midwest, the Rocky Mountain region, and now the Western States. WNV activity has been documented in all US states except Alaska and Hawaii.

Colorado first saw activity of the virus late in the summer of 2002. In 2003 Colorado was the hardest hit state in the country, compiling 2,947 human cases and 63 deaths, most of which occurred along the Front Range. By 2004 most of the cases shifted to the Western Slope and the state totaled 291 cases with 4 deaths (Mesa County). West Nile Virus has been endemic in Colorado ever since.

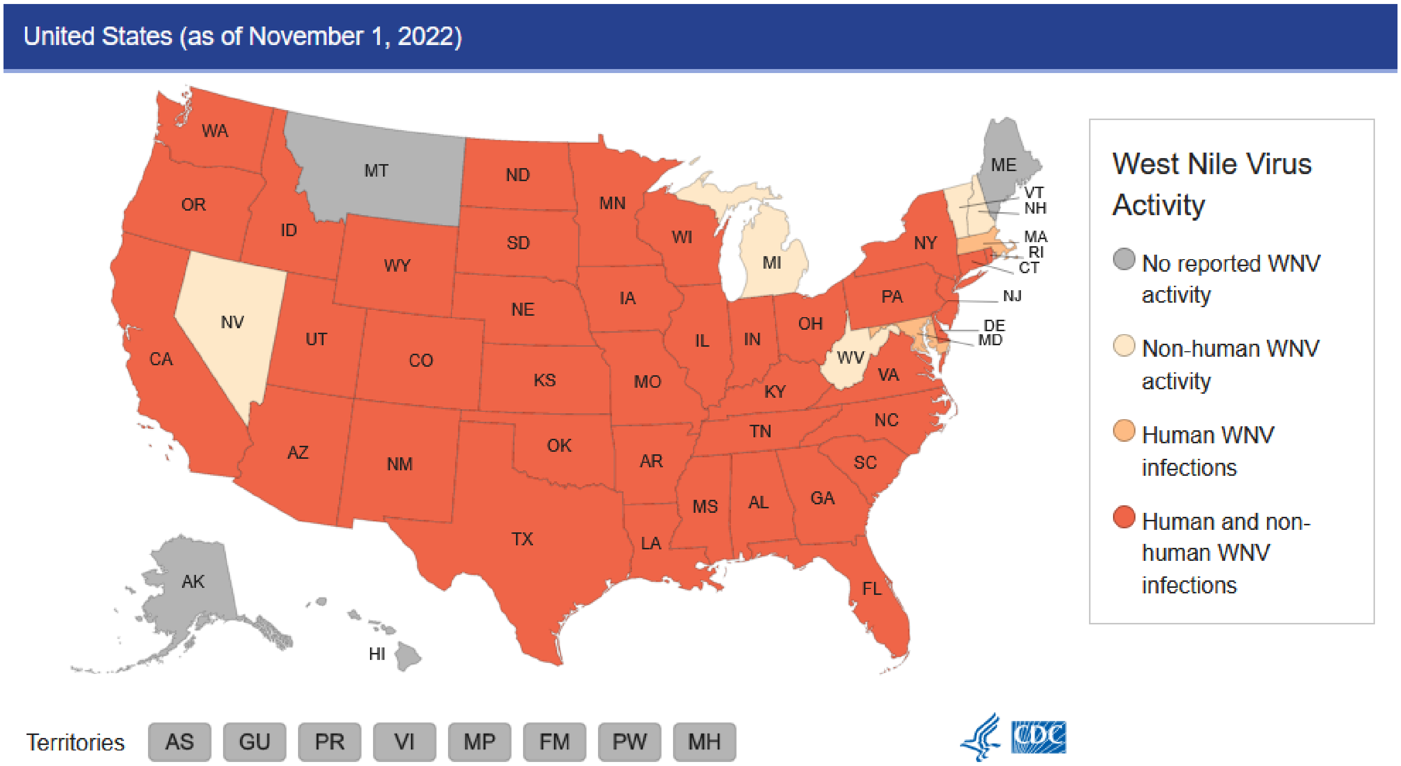
WNV in Colorado 2022

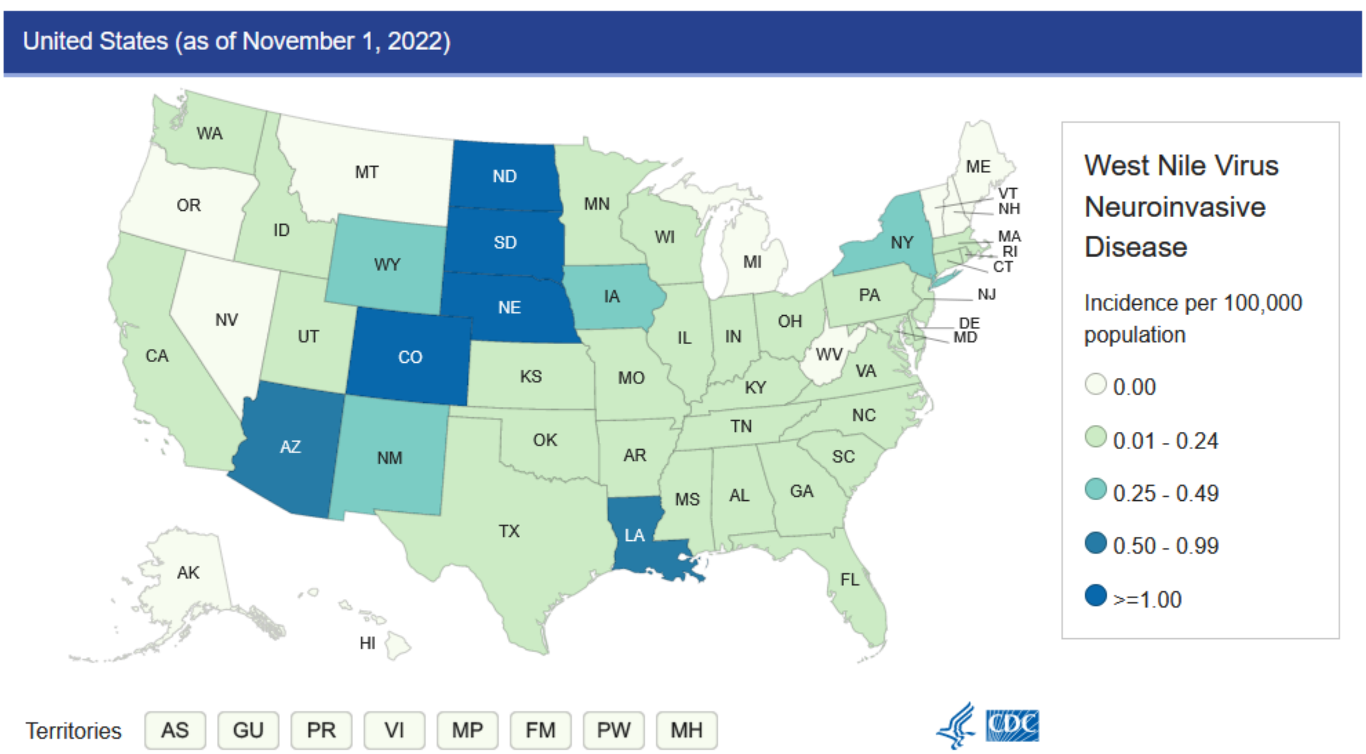
The Colorado Department of Public Health & Environment (CDPHE) began testing mosquito samples in early June. As of November 11th, there have been 251 West Nile virus positive mosquito pools across the Colorado counties of Adams (7), Boulder (58), Delta (1), Denver (8), Larimer (121), Mesa (3), and Weld (53).

There have been 201 reported human cases in Adams (22), Arapahoe (3), Boulder (37), Broomfield (6), Delta (18), Denver (6), Douglas (3), Eagle (1), Elbert (1), Fremont (1), Grand (1), Jefferson (6), Larimer (15), Mesa (4), Montrose (38), Philips (1), Prowers (1), Rio Blanco (1) and Weld (31) counties. CDPHE reports eighteen fatal WNV cases in Colorado for 2022.

The Centers for Disease Control and Prevention (CDC) currently reports 863 human West Nile virus infections and 46 deaths across 43 states. Non-human West Nile virus activity (mosquitoes, birds, or sentinel animals) has been reported in 46 states.

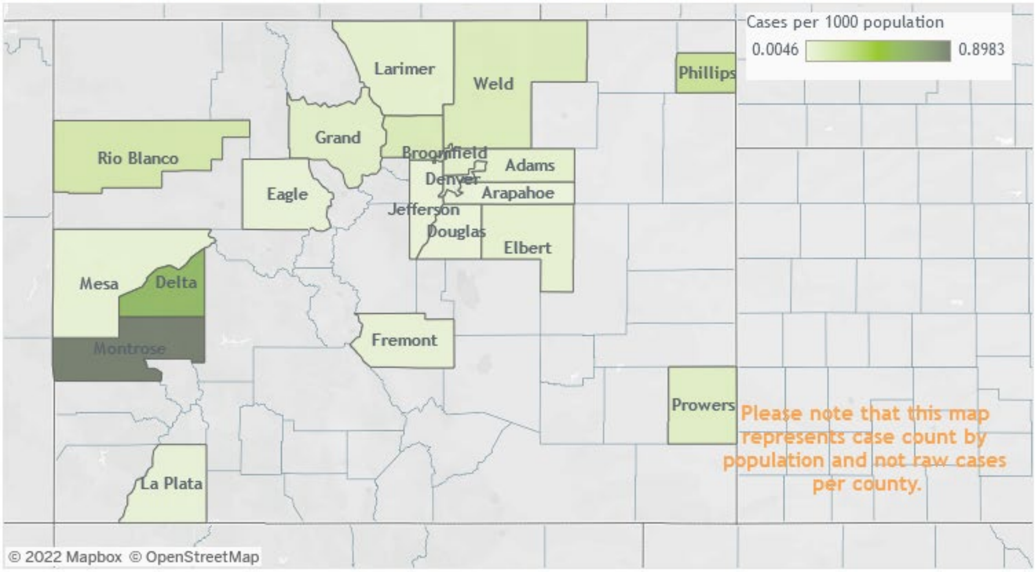
West Nile Virus is endemic to Colorado and all residents should be encouraged to take personal protective measures during the season, such as draining water from properties, avoiding the outdoors at dawn and dusk, and defending yourself by wearing repellant and dressing appropriately.





https://www.cdc.gov/westnile/index.html

People affected by West Nile virus per 1000 population by county of residence, 2022



Number of people affected by West Nile virus per county

Adams	22	10.9%
Arapahoe	3	1.5%
Boulder	37	18.4%
Broomfield	6	3.0%
Delta	18	9.0%
Denver	6	3.0%
Douglas	3	1.5%
Eagle	1	0.5%
Elbert	1	0.5%
Fremont	1	0.5%
Grand	1	0.5%
Jefferson	6	3.0%
La Plata	1	0.5%
Larimer	15	7.5%
Mesa	4	2.0%
Montrose	38	18.9%
Phillips	1	0.5%
Prowers	1	0.5%
Rio Blanco	1	0.5%
Weld	35	17.4%

Age distribution of people affected by West Nile virus

Avg. Age	60
Median Age	62
Max. Age	87
Min. Age	10

Number of people affected by reported sex

Female	94
Male	107

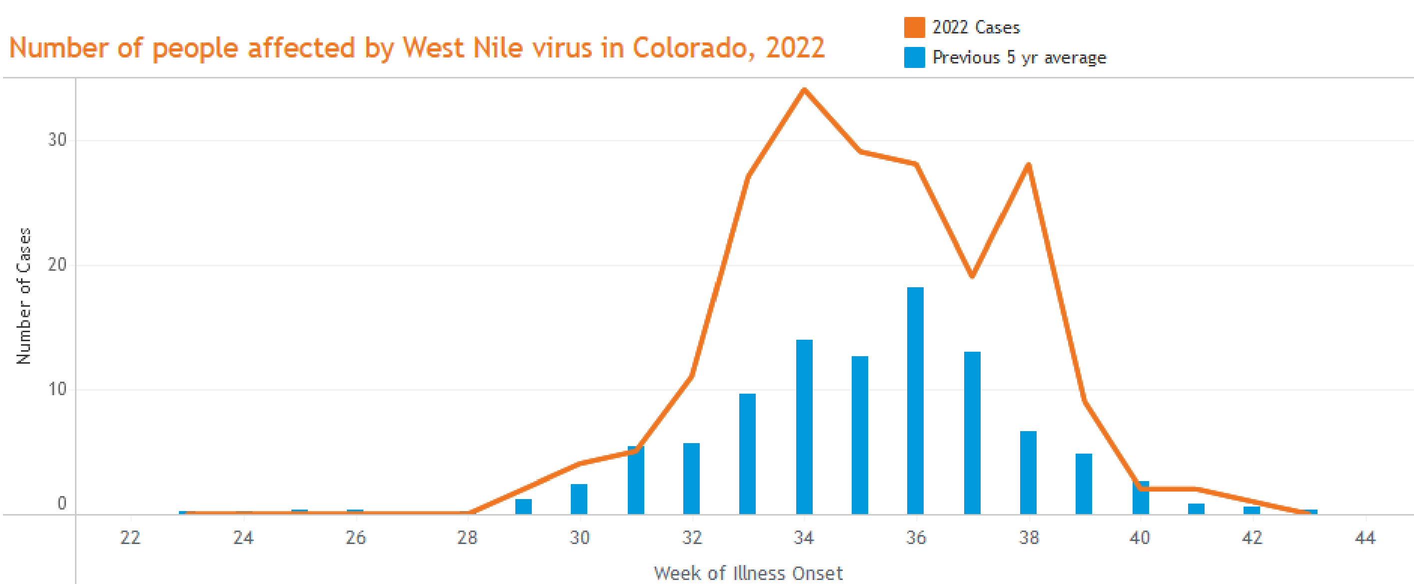
People affected: 201

Affected people who died: 18

Affected people with neurologic symptoms: 128

Affected people requiring hospitalization: 141

Number of people affected by West Nile virus in Colorado, 2022



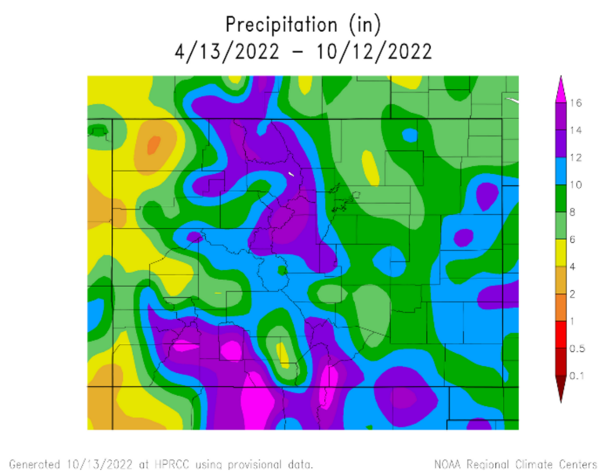
https://cdphe.colorado.gov/animal-related-diseases/west-nile-virus

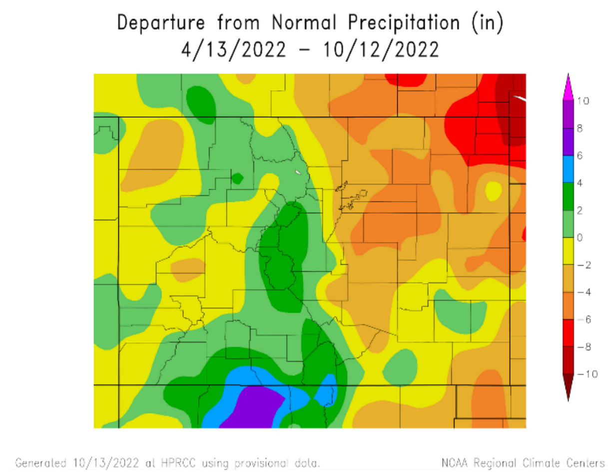
Front Range Weather 2022

The National Weather Service recorded 0.48 inches of precipitation for **June**, which is 1.36 inches below normal. A daily maximum of 1.23 inches was recorded on the 1st. June 2021 received 0.84 total inches of rain.

NWS recorded 0.99 inches of precipitation for **July**, 1.15 inches below normal. The daily maximum of 0.33 inches occurred on July 17th. In comparison, 0.34 total inches of rain were recorded in July 2021.

1.45 inches of precipitation were record by NWS in **August**; 0.13 inches below normal. On the 19th 1.14 inches of precipitation was recorded, the most for the month. August 2021 received 0.27 total inches of rain.

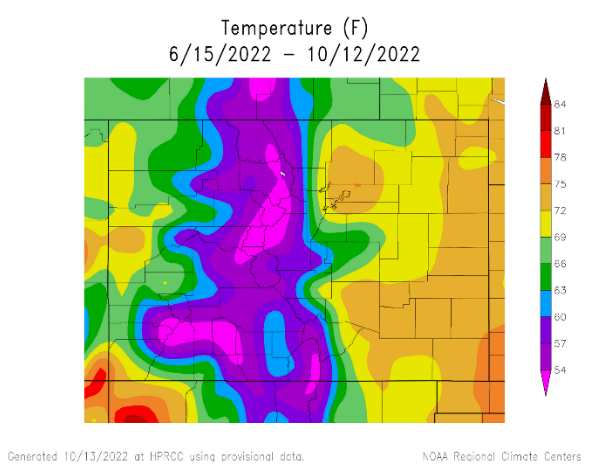


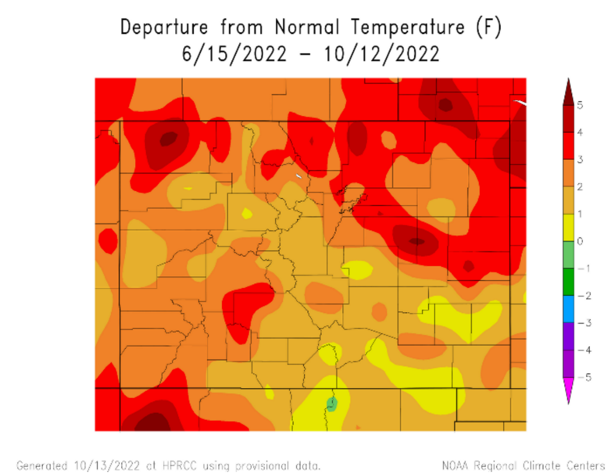


There were 13 days in **June** where the temperature exceeded 90°. The maximum recorded temperature was 100° on the 11th. The average temperature for the month was 70.2°, 2.0° above normal, the 28th warmest June on record. In comparison, June 2021 was the 13th warmest.

The average temperature in **July** was 78.0°, tied for 2nd warmest July and 2.9° above normal. There were 24 days in July where the temperature exceeded 90°. The maximum recorded temperature was 101° on the 10th. July 2021 was the 10th warmest on record.

There were 19 days in **August** where the temperature exceeded 90°. The maximum recorded temperature was 101° on the 5th. The average temperature in August was 76.1°, 3.2° above normal, making 2022 the 4th warmest August. August 2021 tied 2019 and 2007 for the 5th warmest August on record.





https://hprcc.unl.edu/onlinedataservices.php
https://www.noaa.gov/weather
https://www.weather.gov/

Adult Mosquito Population Surveillance

Information on mosquito abundance and species identity is critical in the operation of a successful mosquito management program. Packaging and sending Culex mosquito pool samples to the CDPHE or CSU labs for West Nile Virus testing has also become critically important in the battle against WNV and other mosquito-borne diseases. The VDCI Surveillance Laboratory has become the largest single source of adult and larval mosquito surveillance data in the state of Colorado. Specifically, in Colorado VDCI has 12 stereo zoom binocular microscopes, over 100 CDC dry ice baited Light Traps, 21 Reiter Gravid Traps and all associated equipment and hardware.

The CDC light trap uses carbon-dioxide from dry ice as bait to attract female mosquitoes seeking a blood meal from a breathing animal. Once attracted by the CO_2, the mosquitoes are lured by a small light to a fan that pulls them into a net for collection. The Gravid Trap uses a tub of highly organic water as bait to attract female mosquitoes that are looking for a place to lay their eggs. A fan placed close to the water surface forces mosquitoes that come to the water into a collection net. Once back in the laboratory, the contents of the trap nets are counted and identified by technicians trained to recognize the Colorado mosquito species.

VDCI monitors a statewide network of CO2 baited light traps in which all adult mosquitoes are counted and identified to species by the VDCI Surveillance Laboratory. While individual traps provide only limited information, trap data is interpreted in the context of historical records for the same trap site, going back in time more than a decade in many cases. Individual traps are also compared to other traps from around the region that were set on the same night and therefore exposed to similar weather conditions. Technicians working in the Surveillance Laboratory at VDCI are trained to provide accurate species-level identification of mosquito specimens, for both adults and larvae. More than 50 mosquito species are believed to occur in Colorado, with VDCI routinely collecting more than 30 each season.

Additionally, the VDCI Surveillance Laboratory conducts an intensive larval identification program. This information is now invaluable in targeting mosquito control efforts as we gain a greater understanding of the habitat types preferred by Colorado mosquito species and the seasonality of these habitats as sites for mosquito development.

Specimens and data collected from these traps and larval identification are used in:

- Determining effectiveness of larval control efforts. Each mosquito species prefers specific kinds of habitats for larval development. High trap counts could indicate the presence of an unknown larval habitat and based on the species identification and known habitat preference for that species, direct field technicians as to possible sources of the mosquitoes collected.

- Determining where adult control efforts were necessary. While mosquito eradication is impossible, significant population reduction is achievable. In places where larval control was insufficient, especially in neighborhoods where adult mosquitoes migrated in from larval sources outside of the control area, it may be necessary to use adulticide methods such as ULV truck fogging or barrier sprays of nearby harborage areas. Trap counts that were in excess of an acceptable threshold for the area would trigger adult control measures.

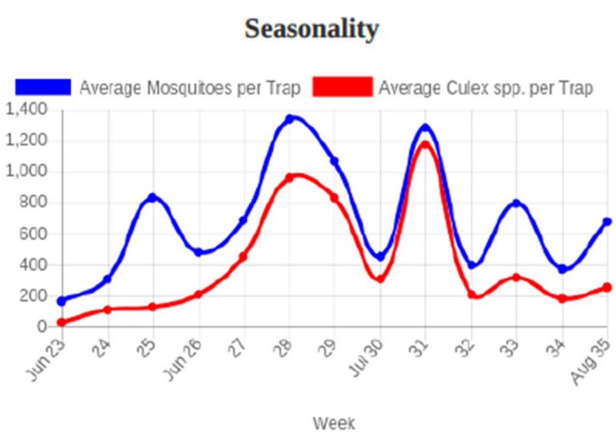
- Determining larval and adult mosquito species which helps illustrate the threat of mosquito-borne disease amplification and transmission.

- Surveillance for Mosquito-borne Disease. Historically, VDCI efforts were targeted primarily at controlling mosquito nuisance problems with limited disease surveillance. However, since the arrival of the West Nile Virus in Colorado in August of 2002, the paradigm has shifted toward disease prevention and control. Accurate species identification of the mosquitoes in the traps is important when monitoring species population trends. It also is necessary for evaluating whether a population spike represents an actual increase in disease transmission potential or only an increased nuisance level.

VDCI's adult mosquito surveillance team set 62 CDC light traps for Fort Lupton during the 2022 season, collecting a total of 8,834 mosquitoes. Of these, 39.5% were *Aedes* spp., and 58.2% were *Culex spp*.

2022 Fort Lupton, CO Trap Composite Data

Total number of trap/nights set:	62
Total number of mosquitoes collected:	8,834.0
Average mosquitoes per trap/night:	142.5
Average Culex per trap/night:	82.9

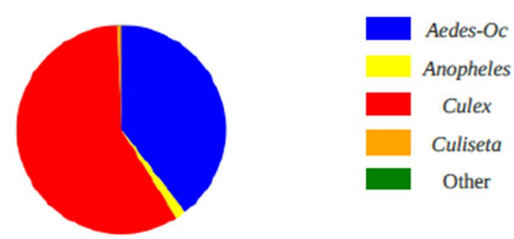


Species collected and abundance:

Aedes dorsalis	470.0	5.3%
Aedes hendersoni	4.0	0.0%
Aedes increpitus	6.0	0.1%
Aedes melanimon	80.0	0.9%
Aedes trivittatus	2.0	0.0%
Aedes vexans	2,931.0	33.2%
Anopheles freeborni	144.0	1.6%
Coquillettidia perturbans	1.0	0.0%
Culex pipiens	144.0	1.6%
Culex salinarius	229.0	2.6%
Culex tarsalis	4,766.0	54.0%
Culiseta inornata	57.0	0.6%

Genus Proportions:

Genus	Number	Percent of Total
Aedes/Ochlerotatus	3,493	39.5%
Anopheles	144	1.6%
Culex	5,139	58.2%
Culiseta	57	0.6%
Other	1	0.0%



Larval Control Operations

Years of research and practical experience have shown that the most effective way to control mosquito populations is through an aggressive Integrated Pest Management (IPM) approach. This approach aims at using a variety of concepts, tools, and products to reduce a pest population to tolerable levels. Translating these ideas to mosquito control, VDCI has found the most environmentally and economically sound approach is through targeting the aquatic larval stage of the mosquito. Targeting this stage prevents the emergence of the adult mosquito and thus the inevitable result of disease and nuisance. In Colorado over 90% of VDCI operational efforts are focused on larval control.

Larval mosquito control can be achieved in several ways including biological, biochemical, chemical, and mechanical means. Although there are a variety of methods for reducing larval populations, some options may have greater consequences than benefits. Mechanical or habitat modification is a technique which may be used, but the area to be modified and the extent to which the work will affect the surrounding area must be carefully assessed. Permanent ecological damage may occur if extensive habitat change has taken place.

True biological controls may also have non-target effects that outweigh the benefits of their control capacity. The biological control agent, if not carefully selected and evaluated may cause an imbalance in the natural ecological community, as well as threaten population levels of other organisms. This was the case with the introduced mosquito fish (Gambusia affinis), an introduced species, while an effective predator on mosquito larvae it may have much larger dangers to native fish of Colorado waters. The Gambusia fish are very aggressive eaters and rapidly reproduce and often out-compete their native counterparts. For these reasons the Colorado Parks and Wildlife has placed restrictions on the stocking and use of Gambusia. In general, however, predatory fish and other biological controls such as birds and bats do not provide sufficient control of mosquito populations to be used as the sole mechanism.

VDCI's favored method of larval mosquito control is through bacterial biological larvicide products. The main product used by VDCI has an active ingredient that is a variety of bacteria (Bacillus thuringiensis var. israeliensis). Bti as it is known has become the cornerstone of mosquito control programs throughout the world. The benefits include its efficacy and lack of environmental impacts. When used properly successful control without impact to aquatic invertebrates,birds, mammals, fish, amphibians, reptiles or humans can be achieved. A broad label allows for the use of the product in many natural and manmade habitats. Another bacterial product closely related to Bti is Bacillus sphaericus (Bs). In addition to the benefits of Bti, Bs is a true biological control agent in that it remains in the water column through multiple broods, or generations, of mosquitoes. Unfortunately, the residual benefit of the control comes at a cost in price and is only effective under very specific conditions and mosquito species.

Other larval control products include an insect growth regulator (methoprene) and a special mineral oil blend. Methoprene is a synthetic copy of a juvenile growth hormone in larval mosquitoes. The hormone prevents normal development of the adult mosquito in the pupal stage eventually causing death. While a good control product, the high cost makes it poor candidate to be the predominant product in a large-scale program.

VDCI field technicians performed 88 standing water site inspections for Fort Lupton as part of the larval surveillance portion of this season's program. Technicians treated 6.6 acres of breeding habitat using 41 pounds of mosquito larvicide.

Adult Mosquito Control Operations

The goal of VDCI is to provide all residents with the best options for safe, effective, modern mosquito management. The primary emphasis of our mosquito management program is to control mosquitoes in the larval stage. This environmentally focused program maintains adulticiding as a final resort when adult mosquito populations surpass nuisance or risk thresholds. Mosquito surveillance results are used to make data driven decisions regarding areas that need to be sprayed for adult mosquito control. Such spraying is targeted to specific sectors determined by said data thereby reducing the size and frequency of spraying a given area.

VDCI uses all available data from CDC light traps, Mosquito Hotline annoyance calls, and field technician reports to focus adult mosquito control efforts on specific, very limited “targeted” areas. In parts of the community where high numbers of mosquito annoyance calls are received, “floater” CDC light traps are set to evaluate adult population levels and species make-up. In most cases, a direct correlation is evident between areas with high complaint calls and high trap counts. While this correlation allows us to focus adult control in these areas, the emphasis is placed on finding the source of breeding and continued larval control measures.

VDCI uses state of the art technology, calibrated application timing, and least-toxic products to minimize all non-target impact. All adult mosquito control is accomplished using calibrated Ultra Low Volume (ULV) equipment and performed after dusk. This type of equipment produces droplets averaging 12 microns in diameter and allows for a minimal amount of product to be put into the environment. These treatments take place in the evening when mosquitoes are flying in greater numbers and non-target activity is greatly reduced. Using this application technique, the overall goal of minimal environmental impact and effective adult control is achieved in the targeted area. VDCI utilizes the water-based product AquaKontrol 30-30 for ULV adult mosquito control. This uses the highly effective pyrethroid Permethrin as the active ingredient, while the water-base provides a much more environmentally sound solution to traditional oil-based adulticides. Daytime backpack barrier applications using the product Talstar Pro and utilizing the pyrethroid Bifenthrin are also effective in controlling adult mosquitoes.

During the 2022 season, 125.6 miles of ULV adulticiding were conducted for Fort Lupton.

Technology

VDCI strives to improve the programs offered to its customers with novel and progressive advancements, continually evaluating and implementing new products and new technologies, not only regarding control efforts but also for data processing and information reporting. VDCI shares the belief that timely information should be accessible to customers and residents, so that the people who fund the programs can access the work that is being performed. VDCI also believes that the ability to access the data will improve both the resident's and municipality's ability to stay informed about West Nile Virus risk in their community.

VDCI Website

Our website, www.vdci.net/colorado is the leading website in the State of Colorado when it comes to providing up-to-date, factual and comprehensive information on, and links to, mosquito biology and control, mosquito-borne diseases, pesticide information and a wealth of topics relating to mosquitoes. Our website continues to be an integral tool for the dissemination of operational data to the citizens we serve, minimizing the resource and time required by the city and its employees for answering or fielding public inquiries.

Call Notification & Shutoff System

VDCI maintains a comprehensive Call Notification & Shutoff database and will notify residents on this list whenever ULV adulticide spray applications will be conducted within 2 blocks of their property or within the effective ULV spray drift distance (300-500 ft depending on wind speed and direction). All Shutoff locations are mapped and updated annually. Call & Shutoff forms are available online and may be submitted via the VDCI website.

Public Outreach & Data Dissemination

For 25 years, VDCI has demonstrated that Public Outreach programs, quality Data Dissemination and outstanding Customer Service standards are the keys to success in providing large-scale municipal mosquito control programs. Citizen feedback, inquiry and satisfaction surveys aid in evaluating the effectiveness of our program. VDCI constantly looks for ways to better serve the communities we work with and appreciates the citizen involvement in improving the programs we offer.

Summary

While sustained population numbers never reached the same levels as 2021 in most areas on the Front Range, West Nile Virus was more even prevalent than last season, once again highlighting the importance of a robust and versatile Integrated Mosquito Management program designed to respond to constantly changing environmental conditions.

Vector Disease Control International, LLC continues to effectively serve Colorado residents using Integrated Mosquito Management technology to reduce mosquito nuisance and the related potential for disease transmission including West Nile Virus while promoting and maintaining a cost effective, efficient, and responsible IPM approach to mosquito management.

VDCI wishes to thank all Fort Lupton staff, officials, and residents for their continuing support, and we look forward to providing Colorado with mosquito control services in 2023 and beyond.

VDCI
A Rentokil Company

Service Request Report

Start Date: 05/01/2022 **End Date:** 10/31/2022

Date	Contract	Locality	Contact Info
2022-08-02	Fort Lupton, CO	FL-01 City of Fort Lupton	Marilyn Williams 444 Harrison Ave Fort Lupton
Call Description/Instructions:		Wanted to make sure she was on No Spray list, and requested that the organic community garden next to her house also not be sprayed	
Resolution:		No Action Required	
2022-08-11	Fort Lupton, CO	FL-01 City of Fort Lupton	Gina Lafoe 2001 Historic Pkwy Fort Lupton
Call Description/Instructions:		Wanted to know if/when we could spray the Historic Park for Fort Lupton Trapper Days Spoke to multiple times on the phone to organize possible fogging days. Fogging planned for the 1st and 6th of September	
Resolution:		No Action Required	
2022-09-01	Fort Lupton, CO	FL-01 City of Fort Lupton	Jennifer Fort Lupton Fort Lupton
Call Description/Instructions:		Wanted to know what was in adulticide Spoke to her about adulticide - Aqua Perm-X	
Resolution:		No Action Required	

City Council Meeting
Date: February 7, 2023
Staff: Chris Cross, City Administrator

AM 2023-024
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Five-Year Lease Agreement for City Office Space at 1200 Dexter Street #W-12 and #W-13 with Kim Investments Inc. not to Exceed Total Monthly Payments per Schedule Below to be Allocated from the General Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

With several new City staff added over the past three years, the City is running out of office space at City Hall. As a result, City leadership has been looking for alternative office space elsewhere in the City. Commercial office space owned by Kims Investments Inc c/o John Propp Commercial Group at 1200 Dexter Street #W-12 and #W-13 has recently become available for lease. The space consists of 2,328 square feet and is located west of Safeway in the Fort Lupton Community Center Subdivision Filing #5. City staff believe this location to be a suitable, temporary site for the Community Development department.

The initial lease terms are for five (5) years and may be extended for two (2) additional terms of five (5) years. The City is exploring minor alterations to the existing office space (tenant improvements) to better suit the needs of Community Development department operations. The value of these tenant improvements will offset the monthly payment costs set forth in the proposed lease. The agreement allows for three (3) free months to offset tenant finishes with a lease start date of March 1, 2023 but an early occupancy in February with insurance and completion of the lease to start the improvements.

FINANCIAL CONSIDERATIONS

During the first year of the lease (Lease Year from March 1, 2023 – February 28, 2024), the monthly payment is $3,717.04 ($33,453.36). The monthly payment escalates annually according to the figures in the lease agreement. The agreement also has a 5% discount for pre-paying eleven (11) or more month's rent, with its then current rate.

Lease Year	Annual Per Rentable Square Foot Rate	Monthly Payment
March 1, 2023 – Feb 28, 2024	$19.16	$3,717.04
March 1, 2024 – Feb 28, 2025	$26.62	$5,163.89
March 1, 2025 – Feb 28, 2026	$27.61	$5,356.13
March 1, 2026 – Feb 28, 2027	$28.64	$5,555.99
March 1, 2027 – Feb 28, 2028	$29.71	$5,763.82

The lease payments, improvements, furniture and technology are unbudgeted expenditures in the 2023 General Fund budget and will require a supplemental budget resolution.

LEGAL/POLITICAL CONSIDERATIONS

The property is zoned C-2 Heavy Commercial and office space is an allowed use within that particular zoning designation. Applicable tenant improvements to the office space (construction of walls, electrical work, etc.) will require applicable City building permits.

The City Attorney has reviewed the Lease Agreement.

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

ALTERNATIVES/OPTIONS

Option 1: Do not enter in to the lease agreement thus keeping the space open for other commercial development and keeping Community Development offices in City Hall.

Option 2: Continue exploring other options for office space in the City for re-location of Community Development and/or other City departments.

STAFF RECOMMENDATIONS

Staff recommends the Mayor signing and entering into the rental agreement with Kims Investments Inc c/o John Propp Commercial Group.

Attachments:

City Council Meeting
Date: February 7, 2023
Staff: Leann Perino,
Financial Director

AM 2023-026
Public Hearing☐

SUBJECT FOR DISCUSSION

Renew Agreement with Williams and Weiss Consulting LLC, to Provide Water Engineering Services for the City of Fort Lupton for an Amount of $109,010 From the Utility Fund and Water Sales Tax Funds

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Williams and Weiss provide water engineering services. The scope of service includes Decree accounting and water resource planning. Todd Williams of Williams and Weiss has been instrumental in maintaining our water accounting as well as handling all leases of excess water for additional revenues. The 2023 estimate totals $109,010 for all services listed in the letter including hours assisting him from J&T Consulting valued at $23,670. As has been done in the past, the estimate is a not to exceed and billed on a time and material basis. Historically, the actual cost is much lower than the anticipated amount.

FINANCIAL CONSIDERATIONS

Water resource planning is budgeted in the Water Sales Tax Fund's professional services. Decree accounting is budgeted in the Utility Fund Water Treatment Plant engineering account.

	Utility Fund Decree Accounting	**Water Sales Tax Fund** Water Resources Planning	**Total**
Budge	$100,000	$ 70,000	$170,000
Scope of Work	$ 61,790	$ 47,220	$109,010
Under (Over) Budget	$ 38,210	$ 22,780	$ 60,990

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

Do not approve the 2023 scope of work and bid our water engineering services.

STAFF RECOMMENDATIONS

Approve the 2023 scope of work for water engineering services from Williams and Weiss, and J&T.

Attachments: a. Scope of Work

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

Williams and Weiss Consulting, LLC

5255 Ronald Reagan Boulevard, Ste. 220
Johnstown, CO 80534

January 25, 2023

Chris Cross
City Administrator
City of Ft. Lupton
130 South McKinley Avenue
Ft. Lupton, CO 80621

RE: Proposed Scope of Work – Water Resource Engineering Work - Williams and Weiss Consulting and J&T Consulting for 2023

Chris,

For 2023, Williams and Weiss Consulting (WWC) and J&T Consulting (J&T) propose the following areas of work and resulting scope of services. This proposal is broken into two work areas: Decree accounting and related services and water resource planning and management. A more detailed breakdown of the work for each of these categories is given below.

Decree Accounting and Related Services:

- **Monthly Decree Accounting:** Services necessary to submit monthly decree accounting to the Division 1 Office for the 03CW119 and 2012CW180 water court cases. Operations of the Perry Pit Reservoir and the Terminal Reservoir at the Water Treatment Facility will also be included in the Decree Accounting for 2023. A potential sub-lease of storage in the Perry Pit to Tri-State is still being negotiated/finalized. If implemented, this sub-lease will require amendment of the Perry Pit monthly accounting as well as increasing the required coordination and related time to delivery of Tri-State Fulton Ditch Shares to the South Platte River and corresponding pumping of water into the Perry Pit Reservoir as well as any pumping of water out of the Perry Pit for Tri-State. As part of the decree accounting, J&T Consulting provides information related to the water use (Fulton Ditch deliveries, well water use) at the Coyote Creek Golf Course. This water use information is needed in terms of the Dry-Up Reporting (Fulton shares used above and below the Fulton Ditch) and the well usage and corresponding depletions/irrigation return flow credits that are part of the 03CW119 water court case decree.
- **Projection Workbook:** On April of each year a four-year projection of Fort Lupton's operations must be submitted to the State and objectors. This projection will be updated monthly according to decreed requirements.
- **Estimation of Monthly C-BT/Windy Gap Water Use:** Every month, Ft. Lupton's return flow obligations, lagged depletions from well pumping and water placed into the Perry Pit will need to be evaluated along with available Fulton Ditch water supplies to determine the amount of C-BT/Windy Gap water that needs to be utilized by Ft. Lupton. This usage needs to be reported to the Northern District.
- **Dry-up Reporting:** A requirement of the 03CW119 water court case is reporting for farms that have not been permanently dried up. This is due in April and November of each year. This requires site visits, interviews and submittal of forms to the Division 1 Office and objectors in the 03CW119 Water Court case.
- **Allocation of Fulton Shares:** Each year, the allocation of use of Fulton Ditch shares needs to be made between augmentation and irrigation use above and below the Fulton Ditch.
- **Water Court Support Services:** WWC will provide water court engineering review services as needed on a time and materials basis.
- **Periodic Recalculation of Irrigation Return Flow Percentages:** Every five years after the entry of the 03CW119 decree, Ft. Lupton must re-compute the irrigation return flow percentages for locations of use of well water. The recalculation of return flows was

performed in 2020 and submitted to the Division of Water Resources and objectors as required. We are still waiting to see if there are any objections to the recalculation. If so, additional time will be spent in addressing any concerns.

- **Estimated Scope:**
- WWC – 300 hours at $170/hour = $51,000
- J&T – 86 hours at $115/hour plus Surveying at $900 per year = $10,790
- Total Estimated Scope = $61,790

<u>Water Resource Planning and Management Services:</u>

- **Review of Monthly Water Use in Relation to Yield of Water Rights:** Use of Fulton Ditch water and tributary groundwater by the Coyote Creek Golf Course needs to be monitored in relation to the amount of water allowed to be used by the 03CW119 water court decree.
- **Daily/Weekly Operational Planning:** Balancing of daily water treatment plant production and resulting wholly consumable effluent, lagged return flow obligations and pumping into/out of the Perry Pit must occur to keep Ft. Lupton in compliance with the Division of Water Resources. Coordination of Perry Pit operations with Tri-State's potential exchange of Fulton Ditch shares will increase the time required in this area. The overall operational planning for Fort Lupton will require coordination and management of Ft. Lupton's Windy Gap, C-BT and Fulton Ditch water supplies.
- **Water Management Services:** The annual management of water resources includes monitoring the use of potable water supplies (C-BT, Windy Gap), reporting this usage to the Northern District and transfer of water/carryover capacity to maximize the utility of Ft. Lupton's water supplies as well as meeting operational criteria of the Northern Colorado Water Conservancy District. Other services include negotiation support with other water providers (i.e. Central Weld County Water District), review of proposed water dedication policies as well as review/comment on specific developments that may have unique water resource engineering related issues or support services related to potential acquisition of additional native raw water rights (i.e. Fulton Ditch shares).
- **Review/Administration of Augmentation Stations on Fulton Ditch:** Ft. Lupton has constructed an augmentation station for the delivery of water from its Section 3 Fulton Ditch shares to the South Platte River which became operational in August of 2015. There may be the trading or leasing of capacity in the augmentation station to other water users under the Fulton Ditch, which will need to be coordinated monthly. Lochbuie has leased capacity in the Section 3 Augmentation station. Their delivery of Fulton share water via the Section 3 augmentation station will take additional coordination with Jon Mays on delivery amounts. Ft. Lupton will need to utilize capacity in South Adams County Water and Sanitation District's (SACWSD) augmentation station in Section 1 of the Fulton Ditch. The deliveries from the Ft. Lupton and SACWSD augmentation stations may need to be coordinated with operations of the Perry Pit reservoir to fill the reservoir and assure that Ft. Lupton is meeting augmentation requirements on the South Platte River.
- **Engineering Support for Annual Leases:** At times, Ft. Lupton has leased excess C-BT water. WWC will provide on-going monitoring and support for these leases including the on-going lease with Platte River Power Authority. WWC will tabulate entities interested in leasing water, coordinate payment and transfer water supplies with the Northern Colorado Water Conservancy District.
- **Terminal Reservoir Operations:** J&T Consulting will take piezometer readings at the Terminal Reservoir along with inspection monthly at the Terminal Reservoir. J&T Consulting also does annual testing of the dam given the High Hazard Dam classification by the Colorado State Engineer's Office and puts together the annual report for the State Engineer's Office review.

Estimated Scope:

- WWC – 202 hours at $170/hour = $34,340
- J&T – 112 hours at $115/hour = $12,880
- Total Estimated Scope = $47,220

Total Projected 2023 Scope of Work:

- WWC – 502 hours at $170/hour = $85,340
- J&T – 198 hours at $115/hour plus Surveying at $900 per year = $23,670
- Total Estimated Scope = $109,010

The work on the tasks listed above will be performed on a time and materials basis and billed monthly. If you should have any questions or suggestions regarding this proposal, please do not hesitate to contact me at (303) 653-3940 or at tlwwater@msn.com.

Sincerely,

Todd Williams, P.E.
Principal
Williams and Weiss Consulting

City Council Meeting
Date: February 7, 2023
Staff: Jason Reitz,
System Administrator

AM 2023-027
Public Hearing☐

SUBJECT FOR DISCUSSION

Authorize Replacement of the Police Department's In-Vehicle Internet Modems for an Amount Not to Exceed $27,680.00 Allocated From the General Fund, IT Department Capital Expenditures

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This is a hardware refresh of 10 of the Police Department's in-vehicle Cradlepoint R900 and R1100 4G internet modems. We are looking to replace them with the Cradlepoint R1900 5G modems. This will provide the Police Department (PD) better service and faster connectivity to dispatch. Additionally, we will be reusing the old Cradlepoints in 10 of Public Works' vehicles, providing them with network connectivity in their vehicles. The cost of the Cradlepoint R1900 modems with antenna sub assemblies and tech time is $27,680.00.

FINANCIAL CONSIDERATIONS

This is budgeted in 2023 for $26,000 in the General Fund, IT Department's capital expenditures. The $1,680 may cause the IT department to go over budget in their capital expenditures. A supplemental budget resolution will be presented at the end of the year if necessary.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. The city determines that we do not move forward on the new 5G modems in the police vehicles, the PD continues to use the existing Cradlepoints until they fail or are too old to be serviceable. This would also mean the PD would need to purchase replacement Cradlepoints ad-hoc and the vehicle would be down until a replacement could be purchased and installed.
2. The officers could use their work cell phones as a hotspot and connect to their MDT's. This option relies on the officers keeping their cell phones in vehicle. If their cell phone is damaged or lost, it would have the same effect as option 1. A new work phone would need to be ordered and the officer would have limited communication abilities with dispatch in the meantime. Additionally, the speed would be reduced and having the body and vehicle cameras rely on the phone to upload video would be far slower and more prone to error.

STAFF RECOMMENDATIONS

IT recommends the purchase of the new Cradlepoint modems for the PD and reusing the old units in Public Works' vehicles. This provides additional capabilities for both the PD and Public works.

Attachments: a. Cradlepoint Estimate

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

___________________________________ City Clerk

___________ Date

Anaconda Networks
1724 Majestic Dr. Unit 108B
Lafayette, CO 80026 US
+1 7205734817
chip@anaconda-networks.com

Estimate

ADDRESS	SHIP TO
Travis Aksamitowski City of Fort Lupton 130 S McKinley Ave Ste 1 Fort Lupton, CO 80621	Travis Aksamitowski City of Fort Lupton 130 S McKinley Ave Ste 1 Fort Lupton, CO 80621

ESTIMATE #	DATE	
5580	01/11/2023	

SALES REP
CG

DESCRIPTION	QTY	RATE	AMOUNT
Cradlepoint NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem, 4FF SIM), no AC power supply or antennas, 3 yr	10	2,424.00	24,240.00
PCTEL ANTENNA, SUBASSY, MULTIBAND, 4X LTE, 2X WIFI, GNSS-COACH II	10	269.00	2,690.00
Technical Time	10	75.00	750.00
Shipping F.O.B. Lafayette, CO	1	0.00	0.00

Tax Exempt
Cradlepoint R1900 includes DC power harness.
Technical Time includes SIM installation, provisioning,
application specific programming and complete NCM configuration.
Three years of NetCloud Essentials is included.
Special pricing.
Bid is valid for 30 days.

TOTAL **$27,680.00**

Accepted By

Accepted Date

Fort Lupton COLORADO

City Council Meeting
Date: February 7, 2023
Staff: Jason Reitz, System Administrator

AM 2023-028
Public Hearing☐

SUBJECT FOR DISCUSSION

Authorize Purchase of 10 Mobile Data Terminals for the Police Department's Patrol Vehicles for an Amount Not to Exceed $47,525.00 Allocated From the General Fund, IT Capital

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The current Mobile Data Terminal's (MDT) in the Police Department's patrol vehicles are coming up on the start of their replacement cycle. 10 of the oldest MDT's, which are Panasonic CF-54's will be replaced with Getac B360 laptops. The old MDT's will then move to Public Works' vehicles to provide them with additional capabilities in field. The Getac B360's will provide the Police Department with faster, more modern computers. They will have touchscreen and backlit keyboards. The cost of the new MDT's will be $47,525.00 which includes 10 Getac B360 laptops, bumper to bumper 5 year warranties, 10 Vehicle docks and 5 office docks.

FINANCIAL CONSIDERATIONS

The General Fund IT capital budget for 2023 includes $47,528 for replacement MDTs.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. The City proceeds with the purchase of the new Getac MDT's, move the old MDT's to Public Works' vehicles to give them additional capabilities.
2. The City chooses not to move forward on the purchase of the new MDT's.

STAFF RECOMMENDATIONS

IT recommends purchasing the Getac MDT's and re-using the older systems in Public Works' vehicles.

Attachments: a. Getac Sales Quote

Certification of Council Approval:
Ordinance No. _______________ ________________________________ City Clerk ___________ Date
Resolution No. _______________

Sales Quote

CounterTrade Products, Inc.™

Quote Number: **B-476071**
Cage Code: 0J699
Tax ID No: 84-1007015
D&B No: 144293636

7585 W. 66th Ave.
Arvada ,CO 80003
Ph. (800) 444-9710 Fx. (303) 421-8225

Expiration Date: 2/17/2023

Bill To: CITY OF FT LUPTON
TRAVIS AKSAMITOWSKI
130 S MCKINLEY AVE
FT LUPTON , CO 80621
303-857-6694

Salesperson Info:
Belinda Kay
BKay@countertrade.com

RFQ:

Ship To: CITY OF FT LUPTON
TRAVIS AKSAMITOWSKI
130 S MCKINLEY AVE
FT LUPTON , CO 80621
720-466-6113
C00395

Quote Date	Customer PO	Ship Via	F.O.B	Terms	Contract No.
1/18/2023		FX GROUND	FOB-DEST	NET 30	OPEN MARKET

Line	Clin	Manufacturer	Item No.	Description	Qty	Unit Price	Line Amount
1		GETAC	BM4764BABDG X	GETAC : B360 - i7-10510U, With Hello Cam, Win11 x64+16GB, 256GB, SR FHD 1400 nits+TS+Hard tip stylus, US KBD + US Power cord,Backlit KBD, Wifi + BT, RS232 + VGA	10	$3,187.00	$31,870.00
2		GETAC	GE-SVBFNFX5Y	GETAC : Bumper to Bumper + Extended Warranty- Laptop (Year 4 & 5) - Getac, B360 Fully rugged, Bumper-to-Bumper+Extended Warranty, 5, Years	10	$563.00	$5,630.00
3		GETAC	543390100504	GETAC : B360-Gamber Johnson,7170-0789-03,Vehicle Dock,with Tri Pass-through(Include 120W vehicle adapter	10	$854.00	$8,540.00
4		GETAC	GDODU1	GETAC : B360 - Office Dock with 120W AC Adapter (US)	5	$297.00	$1,485.00

Subtotal:$47,525.00
Invoice Discount:$0.00
Tax:$0.00
Total:**$47,525.00**

- Options are not included in Total
- Only Manufacturer Warranties Apply
- CPI's Quality Management System is ISO 9001:2015 and 20243:2018 certified

UEID: CN4KSKX2UQY5

Based on shipping constraints, multiple delivery attempts and increased fraud due to COVID, CounterTrade recommends you exercise the option to add Direct Signature as a requirement on your order. There may be an additional charge for requiring Direct Signature. Direct Signature is at the customers' discretion. Losses and fees incurred due to opting out of Direct Signature requirement and multiple delivery attempts may result in fees for lost or re-shipment attempts.

City Council Meeting
Date: February 7, 2023
Staff: Tyler Tarpley Coyote Creek General Manager

AM 2023-029
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Purchase of Two (2) Mowers for Coyote Creek Golf Course ("CCGC") in the Amount of $54,633 Each Allocated from the Golf Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The current John Deere mowers at CCGC were purchased in 2014 and have about 2600 hours on them. Approximately 1 hour equals about 77 miles, the John Deere mowers have about 200,000 miles on them and are starting to show their age. In 2019, CCGC leased two greens mowers, two fairway mowers, and one rough mower, all are Toro mowers bought through LL Johnson. New mowers are rotated so that the newest mower will be used as a greens mower and the old greens mower will be used as a tee mower. CCGC has been very happy with the performance and support of the Toro mowers and their distributor LL Johnson. Starting with the last lease of mowers in 2019, CCGC is trying to phase out all of John Deere equipment and remain consistent with Toro mowers. Staff feels confident that instead of leasing new mowers every 5 years, the Toro mowers can work for 7 to 8 years before needing to be replaced. CCGC has budgeted to replace one mower in 2023 and the other mower in 2024. It would be beneficial to purchase these mowers and avoid leasing them. All lease payments will be completed in 2024.

There is substantial lead-time on the delivery of a newly ordered mower from Toro. At this time, the 2023 purchase will not be delivered until mid-2024. The CCGC long term replacement plan for equipment has allotted another greens mower purchase in 2024. If the order is placed now, CCGC can take delivery of the second mower in 2024. LL Johnson has made a commitment to order the mower with the provision that it needs to be budgeted in 2024. This would allow CCGC to stay on track with the equipment replacement plan.

FINANCIAL CONSIDERATIONS

This is allocated in the 2023 golf course budget. Toro is a member of Sourcewell #031121-TTC

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

A. Purchase new Toro mowers form LL Johnson.
B. Continue using the current John Deer mowers.

STAFF RECOMMENDATIONS

Staff recommends the approval of purchase of Toro Greens Mower from LL Johnson not to exceed $54,633 in 2023, and place Coyote Creek on a list for a 2024 purchase of an identical mower with the same not to exceed price.

Attachments: a. LL Johnson/Toro Quote

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

_______________________________ City Clerk

___________ Date

LL JOHNSON EST. 1976 DISTRIBUTING COMPANY

4700 Holly Street
Denver, CO 80216
Mobile: 720-641-3864
Office: 303-394-6673

TORO. Count on it.

City of Ft. Lupton - Coyote Creek Golf Course

Attn: Mr. Mike McNay

QUOTE DATE 1-30-23

Qty	Model Number	Description	EST LATE 2023 MSRP	EST LATE 2023 MAPO
1	**04530**	**Greensmaster TriFlex Hybrid 3320**	**$51,189.60**	**$39,927.89**
3	04651	8 Blade Cutting Unit	$11,585.70	$9,036.85
3	04256	Wide Wiehle Roller (One roller)	$1,420.65	$1,108.11
		Service Fee		**$ 1,958.59**
			2023 Budget Total	**$ 52,031.43**
		Budgetary allowace for increase *see note below*		$ 2,601.57
			2024 BUDGET TOTAL	**$ 54,633.00**

Due to the overwhelming demand and lead times on delivery for equipment, L.L. Johnson is currently adding a 5% budgetary quote line item for each unit quoted. This budgetary line is for potential increases in 2023/2024. This is a NOT TO EXCEED quote which means **All totals on this quote are price protected through September 1st 2024.** If the **MAPO PURCHASING CONTRACT** price at the time of delivery is less than the PROTECTED TOTAL the **lower, contracted** price will be invoiced at time of delivery.

*** All Toro equipment comes with a two year or 1,500 hour warranty**

*** We have added a 5% “not to exceed” price adjustment which will be adjusted to the current published price at the time of delivery.**

*** Please note that due to unexpected issues in our supply chain, we are experiencing so extreme delays in certain product categories.**

*** If paying with a credit card, please add a 2% processing fee.**

Please feel free to call me with any questions.

Sincerely,

Brandon Bollerud
Northern Territory Manager

City Council Meeting
Date: February 7, 2023
Staff: Michelle Magelssen,
Economic Development Manager

AM 2023-031
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Adopting an Economic Incentive Policy to Support the City of Fort Lupton's Goal of Economic Sustainability.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This economic incentive policy has been developed to support the City of Fort Lupton's goal of economic sustainability by providing a mechanism to support the City's efforts to attract new businesses, retain and expand existing businesses, diversify the local economy, and enhance the quality of life for residents.

In 2020, the City Council acted via AM 2020-061 and adopted resolution 2020R031 establishing an economic incentive via rebate on business personal property tax for new and expanding business facilities. That program was adopted in compliance with CRS 31-15-903 to support the Weld County incentive program that provides incentives to new or expanding primary employers making a minimum equipment investment of $1,000,000. The program provides for a rebate of not more than 50% of personal property tax paid for a term not to exceed ten (10) years. That program will continue as a part of this policy.

City staff recognizes that to meet the City's goal of economic sustainability, a mechanism is needed to support a variety of businesses and projects. This policy provides a framework by which staff may assess a project's impact on the community and the overall benefit to the City to determine whether the project should be supported with City incentives.

- Incentives must be applied for, and each application will be assessed on a case-by-case basis. Not all incentives are financial.
- Each request must clearly demonstrate the fiscal, community, and employment impact on the City.
- The policy focuses on four (4) distinct but complementary categories of development, identified in the policy as Targeted Industries: commercial, destination, industry, and community needs.
- Types of incentives to be considered include but are not limited to: application review process assistance; provision of land and property; site preparation including infrastructure improvements; reduced or waived application and permit fees; creation of special financing districts; grants, loans, and/or forgivable debt; tax rebates; other relevant or applicable incentives.
- City staff will creatively and effectively combine or package resources and/or incentives from public and private sources to support the business or project.
- When allowed by state statute, the City Administrator will have the discretion to approve incentive requests that do not exceed $50,000 in value. The final decision for all other incentive requests will be at the sole discretion of the City Council.
- The City retains the right to deny an incentive request and to modify the incentive policy.

FINANCIAL CONSIDERATIONS

This policy does not present an immediate impact on the City's budget and finances.

Approved future incentives may provide project-specific rebates and/or waivers that reduce the total fees and/or tax revenues that would otherwise be paid or remitted to and retained by the City. As previously noted, all incentives applications will be considered on a case-by-case basis and must clearly demonstrate the fiscal, community, and employment impact on the City.

LEGAL/POLITICAL CONSIDERATIONS

Incentives provided by the City of Fort Lupton will require an incentive agreement containing language compliant with any relevant City ordinances and/or State statutes as currently stated or as may be amended. Examples include but may not be limited to:

- City of Fort Lupton Ordinance 2005-848 Water Sales Tax, as adopted, ratified, and extended until January 1, 2027
- City of Fort Lupton Resolution 2021R023 Street Sales and Use Tax, as adopted, ratified, and extended for a period of ten years ending December 31, 2031.
- City of Fort Lupton Resolution 2021R024 Culture, Parks, and Recreation Sales and Use Tax, as adopted and extended for a period of twenty years ending December 31, 2041.
- CRS 31-15-903, et seq. which provides that the taxing authority may negotiate incentive payments to taxpayers and establishes limitations for such payments.
- CRS 24-10-101, et seq. – Governmental Immunity Act
- CRS 24-72-201, et seq. – Colorado Open Records Act
- The Taxpayer's Bill of Rights (TABOR) prohibits the City from incurring any multiple fiscal year debt or financial obligations to pay the incentives or reimburse taxes to any person or entity without prior City-wide voter approval. Therefore, to avoid obtaining City-wide voter approval, the City's obligations to provide any incentives are subject to annual appropriations that are a legislative decision of the City Council for the City.

ALTERNATIVES/OPTIONS

- Accept the Economic Incentive Policy as proposed.
- Do not accept the proposed policy. The personal property tax economic incentive adopted by 2020R031 will remain.
- Provide amendments to the proposed Economic Incentive Policy for acceptance.

STAFF RECOMMENDATIONS

Approve the proposed resolution to adopt the Incentive Policy.

Attachments: a. Proposed Resolution
b. Proposed Economic Incentive Policy

RESOLUTION NO. 2023RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON ESTABLISHING AN ECONOMIC INCENTIVE POLICY

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

WHEREAS, the City Council adopted Resolution 2020R031 establishing an economic incentive via a rebate on business personal property tax for new and expanding business facilities. Resolution 2020R031 will remain in effect; and

WHEREAS, the City Council desires to encourage a deliberate economy that is sustainable and builds a long-lasting foundation for future prosperity within the community; and

WHEREAS, the City Council desires to attract new businesses, retain and expand its existing businesses, diversify the local economy, and enhance the quality of life for its residents; and

WHEREAS, the City Council desires to establish an Economic Incentive Policy creating a framework by which staff may assess a project's impact on the community and the overall benefit to the City to determine whether the project should be supported with City incentives; and

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, hereby declares that the intended purpose of the Economic Incentive Policy is to support the economic sustainability of the City of Fort Lupton by providing the opportunity for the City to offer incentives in compliance with the policy.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 7th DAY OF FEBRUARY 2023.

City of Fort Lupton, Colorado

____
Zo Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

Fort Lupton
COLORADO

ECONOMIC INCENTIVE POLICY

Goal Statement
The City of Fort Lupton (City) aims to attract new businesses, retain and expand its existing businesses, diversify the local economy, and enhance the quality of life for its residents.

Purpose
The purpose of the incentive policy is to establish general procedures and requirements to govern the City's fair, judicious, and strategic use of incentives to meet its economic development goals.

Objectives
In evaluating any economic development project and the use of incentives, the City will apply the following objectives:

- Incentives will be based on a "case by case" review of each economic development project and incentive request and must clearly demonstrate substantial
    - <u>Fiscal Impact</u>
        - How much direct sales and/or use tax will be generated and/or retained?
        - How much real and personal property value will be added to the local economy?
        - What is the capital investment of the project?
        - What infrastructure will be required to sustain the development?
    - <u>Community Impact</u>
        - Is the project compatible with the City's Comprehensive Plan?
        - Does the project complement the existing local business community?
        - Does the project enhance the quality of life for residents?
        - Does the project create any environmental impact
        - Is the project a potential catalyst to support future development and/or redevelopment
    - <u>Employment Impact</u>
        - How many local jobs will be created and/or retained both directly and indirectly
        - What type of jobs will be created and/or retained
        - What will be the average salary per employee
        - What will be the total annual payroll
- To be most effective, the City will creatively and effectively combine or package resources and/or incentives from public and private sources
- The City retains the right to deny an incentive request and/or modify the incentive policy

Targeted Industries

The City recognizes the need for diversification and will focus on four distinct but complementary categories of development: commercial, destination, industry, and community needs.

- Commercial: to increase the City's tax base and to diversify, expand, and increase the market presence of services and products in the community
- Destination: to increase the City's tax base, to attract customers from outside the City, and to provide new and different shopping, dining, and/or entertainment experiences.
- Industry: to increase the City's tax base, diversify, expand, and increase the presence of private-sector companies, and create high-paying quality jobs in the community
- Community Needs: to increase the City's tax base, and to meet the changing needs of current and future residents as the community continues to grow.

Available Incentives

The City may consider several types of incentives individually or in various combinations to meet its economic development goals.

Sample incentives may include but are not limited to:

Application Review Process

Fort Lupton has a streamlined process with an in-house planning, building, and engineering team to efficiently review land use and other applications. For example, a new land use application with annexation may be accomplished in as little as 120 days after the submittal of a complete application! The review time for all applications is contingent on the following factors:

- **Thoroughness of the application**
  Incomplete applications slow the review process and the submittal of an application may be refused until it is complete.
- **Responsiveness of the applicant**
  City staff and development partners will review the application in a timely manner and provide comments for any needed revisions. The applicant's timely response to comments is imperative to keep the project moving forward and avoid unnecessary delays.
- **Regulatory provisions**
  The City of Fort Lupton is a statutory city, governed by the State of Colorado laws and regulations. Regulatory posting, review, and approval requirements will govern the minimum time needed to process certain applications.

City staff is happy to meet with applicant representatives to discuss the planned project and provide guidance and information on the application review process and requirements.

Provision of Land and Property

The City may consider the provision of land and/or property to a developer and/or business for a project that meets one of the targeted industries within the appropriate corridors.

Site Preparation Including Infrastructure Improvements

The City may consider working in conjunction with a developer to create reasonable, cost-effective infrastructure options. Provision of materials and expert resources may be negotiated, including fill material, environmental investigations, wetland investigations, permitting processes, etc.

Application and Permit Fees

The City may consider reducing or waiving allowed application and permit fees associated with the proposed project such as those for:

- Plan Review
- Building Permit
- Sign Permit

Creation of Special Financing Districts

The City may consider a variety of special financing districts which would allow the district to finance, design, plan, construct, install and/or complete public improvements related to a development project. Special financing districts can include but are not limited to:

- Public Improvement Fees
- Business Improvement District
- Tax Increment Financing
- Metropolitan District
- Urban Renewal Authority

Grants, Loans, and/or Forgivable Debt

The City may consider grant, loan, and/or forgivable debt programs to a developer and/or business in order to assist with the development costs of a project. Available funds are at the discretionary authority of the City.

Tax Rebates

The City may consider a rebate or share-back of a portion of the tax generated specific to the project as a payment to the business and/or developer. Tax considered may include: sales tax, use tax, personal property tax, and/or real property tax.

Job Creation & Equipment Purchases

Fort Lupton is a designated Colorado Enterprise Zone. Businesses operating in Fort Lupton can receive state income tax credits for equipment investment, new employees, job training, R&D, vacant building rehab, and more. The City may consider additional incentives for every net new job created in conjunction with an approved project and maintained for at least one (1) year, and where the employee resides in Weld County, or within 25 miles of the business facility and is paid at least 150% of the Weld County average annual wage. The average annual wage for Weld County will be determined by the United States Department of Labor, Bureau of Labor Statistics.

Liaison between Economic Development Agencies and External Parties

The City's Economic Development Department may serve as a liaison between developers, private owners, local lending institutions, and State and federal agencies if requested. Agencies can include but are not limited to:

- Office of Economic Development and International Trade (OEDIT)
- Weld County
- Employment Services of Weld County
- Upstate Colorado
- Utility providers: United Power and Xcel Energy
- Small Business Administration (SBA)

Incentive Request

Any person, organization, or corporation requesting incentives from the City of Fort Lupton will comply with the following procedural guidelines. An Applicant's submission of an incentive request and/or documentation does not constitute approval from the City to provide incentives. Approval of an incentive request does not constitute approval of land use, building permits, or other applications associated with the project.

Incentive Request Process

All incentive requests will be initiated through the City's Economic Development Department. An applicant must contact the Economic Development Manager to schedule a preliminary meeting to discuss the project concept and incentive request. Applicant should be prepared to provide the following information during the preliminary meeting:

- General site plan or project plan
- Capital investment and job creation and/or retention projections
- Timeline/phase of the project
- Overall fiscal, community, and employment impact on the City and region

Additional information may be requested as needed by either the City or the applicant.

Following the preliminary meeting, City staff will review the project and incentive request internally. Subsequent meetings may be held with the applicant before presenting to the City Administrator or City Council for consideration. When allowed by State statute, the City Administrator will have the discretion to approve incentive requests that do not exceed $50,000 in value. The final decision for all other incentive requests will be at the sole discretion of the City Council.

The Economic Development Manager will work with the Applicant to finalize the incentive request and will be the point of contact throughout the process.

Incentive Agreement

If approved by the City Council, all incentive packages will require a fully executed incentive agreement. The incentive agreement will include at minimum the responsibilities of each party, the expectations of the project, performance measures, and clawbacks if applicable. Negotiated reporting requirements will be the responsibility of the business to provide to the City. Failure to provide the required information in a format acceptable to the City and within the timeline stipulated in the agreement may constitute a breach of the incentive agreement or result in forfeit of incentives payments.

Notice to Applicants

This document is intended only as a preliminary outline of a proposed City program. Nothing herein should be considered as an offer by the City of Fort Lupton of this program to any individual applicants. All applicants will be individually assessed on the merits of their respective application and compliance with program requirements. Furthermore, no individual applicant should rely on this document in assessing their qualifications for the programs discussed herein. This document is for informational purposes only.

City Council Meeting
Date: February 7, 2023
Staff: Clay Hartley, Planner I

AM 2023-025
Public Hearing☒

SUBJECT FOR DISCUSSION

A Resolution Approving a Request for a Special Use Permit by Kerr McGee Oil & Gas Onshore, LP for Ten Horizontally Drilled Wells and One Production Facility

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Applicant has submitted a request for a Special Use Permit that would allow for ten horizontally drilled oil and gas wells and one production facility. The facility will have employees and contractors onsite 24 hours a day, seven days a week during the drilling and completion phases. Once the wells are brought online and producing, a lease operator will inspect the wells on a regular basis under normal conditions, and as required by any special circumstances under the supervision of the Kerr McGee Oil & Gas Onshore (KMOG) Area Manager. In addition, all new well sites are remotely monitored 24 hours a day, seven days a week by representatives in KMOG's Integrated Operations Center (IOC), located in Platteville, Colorado.

The site is situated a half mile north of County Road 16 and approximately 0.6 miles east of Highway 85. The oil wells and facility will be in the northwestern portion of the Southeast Quarter of Section 29 (Parcel No. 130929000038). KMOG shall construct one temporary operations area of approximately 13.72 acres for the drilling, completion, and production facility. After drilling and completion activities are finished, the site will be reclaimed to approximately 3.78 acres, (approximately 1.9 acres for the wells and 1.88 acres for the production facility). Please see attached staff report and submittal items.

The proposed use is specifically listed as requiring a special use permit in all zone districts in the Fort Lupton Development Code. The intent of the special use permit is to provide flexibility, to provide a means for setting performance standards for individual land uses, and to help diversify uses within a zoning district. A special use review requires a public hearing before Planning Commission and City Council.

All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing, mailing notice to property owners within 1000 feet of the site, and publishing notice of the hearing at least 15 days prior to the hearing.

FINANCIAL CONSIDERATIONS

The Applicant has paid all applicable land use application fees and is covering ongoing review expenses.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

The City Council has the following four options for each request:

a) Approve the proposed resolution.
b) Approve the proposed resolution with conditions.
c) Continue the hearing for additional information or further study.
d) Deny the proposed resolution.

Certification of Council Approval:
Ordinance No. _______________ ________________ City Clerk ________ Date
Resolution No. _______________

STAFF RECOMMENDATIONS

Planning Commission and Staff recommend conditional approval of the Land Fed 10-29HZ Special Use Permit for ten oil and gas wells and one production facility. The conditions are listed in the proposed resolution provided to Council.

Attachments:

a. Proposed Resolution P2023-R0xx
b. Planning Commission Resolution 2023-001
c. Planning Commission Minutes
d. Staff Report
e. Project Description
f. Site Plan
g. Legal Notifications

RESOLUTION NO. 2023R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SPECIAL USE PERMIT FOR TEN HORIZONTALLY DRILLED WELLS AND ONE PRODUCTION FACILITY, KNOWN AS THE LAND FED 10-29HZ SPECIAL USE PERMIT, ON A PROPERTY LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on January 26, 2023, for the purpose of reviewing the application from Kerr McGee Oil and Gas Onshore, LP for a special use permit for ten horizontally drilled wells and one production facility; and

WHEREAS, after review of the application and supporting information, and consideration of staff comments, applicant’s presentation and any public input, the Planning Commission recommended approval, with conditions, of the special use permit application; and

WHEREAS, the City Council held a public hearing to consider and review the request for the special use permit on February 7, 2023; and

WHEREAS, after review of the application and supporting information, the City Council finds that the special use permit conforms to Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all legal requirements for the public hearing have been met, including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 1,000 feet, and posting of the hearing on the site; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the plans and supporting documentation, referral comments, as well as any citizen input in response to this application. Based upon the review of applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Zoning Regulations, and analysis of referral comments and the facts presented on this date, the City Council hereby approves the Land Fed 10-29HZ Special Use Permit for ten horizontally drilled oil and gas wells and one production facility, with the following conditions:

I. Prior to release of building permits:

A. The title of the special use permit map shall include the Project No.: LUP2022-0025 & Plan No. SUP2022-0003.
B. Applicant shall submit a special use permit map that complies with standards as described in Article 2.08, and Article 2.06 (B) (1-4) of the Fort Lupton Development Code. This map shall be reviewed by City staff.
C. Any redline comments provided by City staff shall be made to the special use permit map.
D. Permits from the Colorado Oil and Gas Conservation Commission shall be provided prior to operations.

E. Applicant shall submit a landscaping and fencing plan that is acceptable to the Planning Department and to the landowner.
F. Applicant shall provide written evidence that any requirements of the Public Works Director and the Development Review Engineer have been adequately addressed.
G. Applicant shall provide written evidence that the comments from the Fort Lupton Fire Protection District have been adequately addressed.
H. Applicant shall provide written evidence that the comments from the Colorado Division of Water Resources have been adequately addressed.
I. Applicant shall provide written evidence that the comments from the Weld County Oil and Gas Energy Department have been adequately addressed.
J. The following notes shall be placed on the site plan:
   i. Lighting on the site shall be maintained so that light is directed downward and shall not spill onto adjacent properties.
   ii. The property shall maintain compliance with all applicable state and federal regulations at all times.
K. Applicant shall submit a PDF of the updated Land Fed 10-29HZ Special Use Permit map for review and approval prior to printing. The final approved map shall be submitted with the applicants' signatures ready for City signatures and recording.

II. Prior to construction:

A. Applicant shall obtain all necessary building permits.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 7th DAY OF FEBRUARY, 2023.

City of Fort Lupton, Colorado

____
Zo Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

RESOLUTION NO. P2023-001

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SPECIAL USE PERMIT FOR TEN OIL AND GAS WELLS AND ONE PRODUCTION FACILITY KNOWN AS THE LAND FED 10-29HZ OIL AND GAS SPECIAL USE PERMIT, ON A PROPERTY LOCATED IN A PART OF THE WEST HALF OF THE SOUTHEAST QUATER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on January 26, 2023, for the purpose of reviewing the application from Kerr McGee Oil and Gas Onshore, LP for a special use permit for ten oil and gas wells and one production facility; and

WHEREAS, after review of the application and supporting information, the Planning Commission finds that the special use permit conforms to Colorado Revised Statutes and City codes and policies therein; and

WHEREAS, all legal requirements for the public hearing have been met including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 1000 feet, and posting of the hearing on the site; and

NOW THEREFORE BE IT RESOLVED, the Planning Commission has taken into consideration all referral comments and any citizen testimony in response to this application. Based upon the facts presented on this date, the Planning Commission hereby recommends approval of the Land Fed 10-29HZ Oil and Gas Special Use Permit for ten horizontally drilled wells and one production facility, conditional upon the following:

I. Prior to release of building permits:

A. The title of the special use permit map shall include the Project No.: LUP2022-0025 & Plan No. SUP2022-0003.
B. Applicant shall submit a special use permit map that complies with standards as described in Article 2.08, and Article 2.06 (B) (1-4) of the Fort Lupton Development Code. This map shall be reviewed by City staff.
C. Any redline comments provided by City staff shall be made to the special use permit map.
D. Permits from the Colorado Oil and Gas Conservation Commission shall be provided prior to operations.
E. Applicant shall submit a landscaping and fencing plan that is acceptable to the Planning Department and to the landowner.

F. Applicant shall provide written evidence that any requirements of the Public Works Director and the Development Review Engineer have been adequately addressed.
G. Applicant shall provide written evidence that the comments from the Fort Lupton Fire Protection District have been adequately addressed.
H. Applicant shall provide written evidence that the comments from the Colorado Division of Water Resources have been adequately addressed.
I. Applicant shall provide written evidence that the comments from the Weld County Oil and Gas Energy Department have been adequately addressed.
J. The following notes shall be placed on the site plan:
    i. Lighting on the site shall be maintained so that light is directed downward and shall not spill onto adjacent properties.
    ii. The property shall maintain compliance with all applicable state and federal regulations at all times.
K. Applicant shall submit a PDF of the updated Land Fed 10-29HZ Special Use Permit map for review and approval prior to printing. The final approved map shall be submitted with the applicants' signatures ready for City signatures and recording.

II. Prior to construction:

A. Applicant shall obtain all necessary building permits.

DONE THIS 26TH DAY OF JANUARY, 2023, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.

M P. Simona DC
____
Chairman

ATTEST:

____
Planning Director

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
January 26, 2023

The Planning Commission of the City of Fort Lupton met in session at City Hall Chambers, 130 South McKinley Avenue, the regular meeting place of the Planning Commission and virtually via GoToMeeting, on Thursday, January 26, 2023.

Chair Mike Simone called the meeting to order at 6:09 p.m.

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Members Kathy Kvasnicka, and Jimmy Dominguez.

City Staff Present: Planning Director Todd Hodges, Planners Clay Hartley and Magaly Morales-Tejada, Economic Development Manager Michelle Magelssen, and Administrative Assistant Hailey McKay.

CONSENT AGENDA

Bush White moved to approve the consent agenda and Kathy Kvasnicka seconded.

PUBLIC COMMENT

There were no public comments.

ACTION ITEMS

P2023-001 Land Fed 10-29HZ Oil & Gas Special Use Permit

City of Fort Lupton Planner Clay Hartley opened with a brief introduction of the company requesting a special use permit, Kerr McGee Oil and Gas Onshore LP (KMOG) for 10 horizontally drilled oil and gas wells and one production facility that will occupy roughly 13.72 acres. After drilling and completion activities are finished, the site will be reclaimed to approximately 3.78 acres, 1.9 acres of which will be for the wells and 1.88 acres will be used by the production facility. This parcel is within the North Land PUD which allows for all permitted uses within C-1, C-2, I-1, and I-2 zones as they are described in the Fort Lupton Development Code. All notification requirements have been met including posting on the property, publishing in the newspaper, and notifying surrounding property owners.

Kerr McGee's representative Matt Wells presented an informative presentation to the commission about their Colorado Operations, zero routine flaring in addition to the company's global commitment to reduce Green House Gas emissions, their low carbon ventures, and how they are a partner of choice. They included their active participation in the community such as in Fort Lupton's Annual Trappers Day, etc.
Matt Spoke about the process that will be used to drill, and the steps involved to protect the longevity of the well. He provided a website, fracfocus.com, for more information on what is used in the fracturing fluid. He mentioned the company's approach to responsibly managing water sourcing including 180 miles of pipe for water transportation, as well as how they recycle water used.

Margaret Hess Spoke on behalf of the company's stakeholder relationship team, about their efforts to maintain good relationships with the committee as well as the community.

Planning Director Todd Hodges mentioned the condition that the company will be working with the surface owner for an additional landscaping as well as the conditions specific to fencing.

Director Hodges requested to change condition 1-E to read that "Applicants shall submit a landscape and fencing plan to the Planning Department for review and approval."

Director Hodges moved to strike condition J-3 that addressed an unnecessary note on the drawing.

Chair Simone asked for a motion on P2023-001 with the conditions as outlined by staff to be changed and added

Vice Chair White moved that resolution P2023-001 be approved with the conditions outlined by staff

Commissioner Kvasnicka seconded that motion

Motion passed unanimously.

5 Minute Recess

Discussion Items

Currently working with Code Enforcement and Public Works Department to address city parking and surface issues

No other redlines

Director Hodges spoke of the use of addresses on every parcel

Chair Simone addressed the introduction of city staff during roll call for meetings

Introduced Planning Departments New Administrative Assistant

FUTURE BUSINESS

The next meeting of the Planning Commission will be on February 23, 2023 at 6:00 PM.

ADJOURNMENT

Chair Simone adjourned the meeting at 8:03 PM.

Submitted by

____
Hailey McKay, Planning Administrative Assistant

Approved by Planning Commission

____
Mike Simone, Chair

LAND FED 10-29HZ SPECIAL USE PERMIT (SUP) - STAFF REPORT
PROJECT NO. LUP2022-0025 & PLAN NO. SUP2022-0003

PROJECT DESCRIPTION

Project No.: LUP2022-0025 / Plan No.: SUP2022-0003

Project Name: Land Fed 10-29HZ Special Use Permit

Owner's Name: Lloyd Land

Representative: Matt Wells with Kerr McGee Oil & Gas Onshore, LP ("Applicants")

Location of Request:

The site is situated a half mile north of County Road 16 and approximately 0.6 miles east of Highway 85. The oil wells and facility will be in the northwestern portion of the "Property" (Parcel No. 130929000038). The Property is located in the western half of the southeast Quarter of Section 29, Township 2 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

This parcel is contained within, and surrounded by, the North Land PUD on the west, east and south. To the north is Agricultural zoning within Weld County. Properties that directly abut the subject parcel are currently used for agriculture. The North Land PUD allows for all permitted uses within C-1, C-2, I-1, and I-2 zones as they are described in the Fort Lupton Development Code (FLDC).

Nature of Request:

The Applicant has submitted a request for a Special Use Permit that would allow for ten horizontally drilled oil and gas wells and one production facility. The facility will have employees and contractors onsite 24 hours a day, seven days a week during the drilling and completion phases. Once the wells are brought online and producing, a lease operator will inspect the wells on a regular basis under normal conditions, and as required by any special circumstances under the supervision of the Kerr McGee Oil & Gas Onshore (KMOG) Area Manager. In addition, all new well sites are remotely monitored 24 hours a day, seven days a week by representatives in KMOG's Integrated Operations Center (IOC), located in Platteville, Colorado. From the IOC, KMOG personnel can turn wells and equipment on and off, look at tank levels, and verify pressures and temperatures.

A special use permit provides flexibility for different uses within a zoning district and allows for potential, additional uses subject to specific conditions. These uses are not generally appropriate throughout the district, but due to the varying design and operational characteristics of particular application of a use, or due to conditions in the area where a use is proposed, it may be considered appropriate based on a case-specific review. An oil and gas facility is considered a special use within the Fort Lupton Development Code.

Site Size:

KMOG shall construct one temporary operations area (Oil & Gas Location) of approximately 13.72 acres for the drilling, completion, and production facility. After drilling and completion activities are finished, the site will be reclaimed to approximately 3.78 acres, (approximately 1.9 acres for the wells and 1.88 acres for the production facility). This is the permanent disturbance area until such time KMOG evaluates the well production and determines the wells are no longer economically feasible, at which time the wells will then be plugged and abandoned (P&A) and the area reclaimed. Final reclamation will commence once the last well on the site is P&A.

Zone District: PUD (Planned Unit Development).

Proposed Use: 10 oil and gas wells and one production facility.

Existing Use: The Property is currently vacant.

Hearing Dates: Planning Commission: January 26, 2023 at 6:00 PM; and
City Council: February 7, 2023 at 6:00 PM.

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado or virtually via GoToMeeting.

Staff Recommendation: Approval with conditions, as listed in the proposed Resolution.

APPLICATION PROCESS

The Applicant is requesting approval of a special use permit. A special use permit application is processed under Article 2.08 of the Fort Lupton Development Code.

After required public notice of the special use permit application, the Planning Commission shall consider the application, referral comments and any public testimony at a public hearing and make a recommendation to City Council to approve, approve with conditions, or deny the special use permit. The Planning Commission's comments shall be based on the evidence presented, conformance with the Comprehensive Plan and compliance with the City's standards, regulations and policies.

The City Council shall then conduct a public hearing and evaluate the application, referral agency comments, Planning Commission recommendation and any public testimony, and shall approve, conditionally approve, continue for additional information or for further study, or deny the application based on the evidence presented and compliance with the City's standards, regulations and policies and other guidelines.

NOTIFICATION REQUIREMENTS

The Fort Lupton Development Code requires published notice of the hearings at least fifteen (15) days prior to the hearings. The Planning Commission and City Council hearings were published in the Fort Lupton Press on January 5, 2023.

Notice of the public hearings was posted at least fifteen (15) days prior to the hearings, as required by the Fort Lupton Development Code.

Notice was mailed to neighbors within one thousand (1000) feet of the Property on January 10, 2023.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

The property is zoned PUD and permits all uses allowed under C-1, C-2, I-1, and I-2 zone districts as they are defined in the Fort Lupton Development Code. The Code requires that oil and gas wells, drilling infrastructure, and production facilities obtain a special use permit in all zone districts.

A special use review requires a public hearing before the Planning Commission and City Council. The intent of the special use permit is to provide flexibility, to provide a means for setting performance standards for individual land uses and to help diversify uses within a zoning district.

Article 2.08 (B) states that a special use permit shall be reviewed according to the following conditions:

1. All criteria for site plan review in Section 2.06.B. are met.

   1. Generally.
      a. The plan meets all applicable standards or the criteria for any discretionary approvals.
      b. The plan does not substantially undermine any goals or objectives of the Comprehensive Plan that are applicable to the area or specific project.
      c. The plan does not present any other apparent risks to the public health, safety or

welfare of the community.

2. Site Design and Engineering.
   a. The plan provides safe access and internal circulation considering the site, the block and other surrounding connections, and appropriately balances vehicle, bicycle and pedestrian needs for the context.
   b. The plan provides or has existing capacity for utilities and other required improvements to serve the proposed development.
   c. The plan provides adequate management of storm water runoff.
   d. The plan provides proper grading considering prevailing grades and the relationship to adjacent sites.

Staff Comment: The Applicants have been working with City staff to comply with applicable provisions of the Code, and they have submitted all required special use permit application materials as required. The site plan for the proposed project complies with the standards set forth within the Fort Lupton Development Code. Access from County Road 16 will be limited to emergency vehicles only. Primary access will come from County Road 18 and Northland Drive.

This project conforms to the objectives of the Comprehensive Plan and furthers the intent of the proposed zoning district. This proposal is otherwise determined to be consistent with the Comprehensive Plan.

2. The application furthers the intent of the proposed zoning district and is otherwise determined to be consistent with the Comprehensive Plan.

Staff Comment: The Property is located in the North Land PUD. This PUD allows for all uses in the Fort Lupton C-1, C-2, I- 1, and 1- 2 zone districts. Within the North Land PUD these uses include but are not limited to:

> *The location and development of industrial uses which generate limited amounts of noise, fumes, dust, vibrations and traffic, or which are designed in such a fashion that such factors are contained. Additional permitted uses as defined in the PUD regulations are the manufacture of and use for electrical generation of wind, solar, coal, and gas.*

This oil and gas facility is located in an area that has been targeted as industrial within the Compressive Plan's Future Land Use Map. Oil and gas wells and production equipment are a permissible land use as defined in both the North Land PUD documents and within Fort Lupton's Comprehensive Plan.

3. Any associated site development or construction complies with requirements of The Fort Lupton Development code, including any conditions or additional requirements identified for the particular use.

Staff Comment: The Special Use Permit Application that was submitted clearly shows all the planned and reasonably anticipated areas of work, equipment, storage, roads, and circulation. Any changes to circulation that have been required by Public Works will be made to the site plan.

4. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property.

   Staff Comment: This oil and gas facility is compatible with the surrounding PUD. The uses permitted within the North Land PUD are of an intense nature. Impact to the community will be mitigated through several measures that the Applicant intends to take. Traffic during the production phase is lessened through the use of pipelines that transport oil and gas.

   The North Land PUD allows for intense commercial and industrial uses, so buffering and design incompatibility with adjacent residential areas are not a consideration at this time. Setbacks are within the required range for this project. A Site Safety and Emergency Action Plan (EAP) have been included with the SUP application. The EAP is kept on file with the rest of the SUP application and discusses all procedures involved in responding to an emergency.

   All production equipment will be painted in neutral tones in order to blend with the surrounding landscape. The applicant has identified a process for reclaiming the area once the wells cease to be substantially productive. When the area is reclaimed, the entire parcel can be developed with the exception of the areas within the 50-foot setback that is required for plugged and abandoned (P&A) wells. A drainage and erosion control plan was submitted for review as part of the application and both were accepted by the Public Works Director. Any necessary changes will be part of the proposed resolution that is brought before Planning Commission and City Council.

5. Whether any additional site-specific conditions are necessary to meet the purposes and intent of this code and the intent or design objectives of any applicable subsections of this code, or to mitigate any other potential impacts that are specific to the proposed use.

   Staff Comment: Mitigation efforts that will be taken by the Applicant are discussed in the previous section. Additionally, sound and environmental impacts are regulated by the State of Colorado.

6. Whether a limited time period for the permit is reasonably necessary to either limit the duration of the use, assess the use against changing conditions in the area, or ensure periodic reporting and ongoing enforcement of the permit.

   Staff Comment: The Fort Lupton Development Code does not specify a time limit for the duration of Special Use Permits. The duration of an oil and gas well permit is governed by the State of Colorado. The Fort Lupton Development Code does set a timeframe for the applicant to begin the project once the SUP has been approved:

   > *Approval of a special use permit shall authorize the applicant to apply for a building permit and other applicable development or construction permits. Except where specific standards of this code or the permit process establish a different period for acting on an approved special use permit, approval shall be valid for one year, and the Planning Commission may grant a one-year extension. Any application not acted upon according to the approval and conditions within this period shall be void.*

7. The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.

   Staff Comment: Fort Lupton's 3-Mile Plan as well as the Comprehensive Plan both address the potential for growth within this area of the City. The 3-Mile Plan points out that much of this region is dry and irrigated agricultural land. If developed, or expanded through annexation, potential exists for trail and open space dedication on the parcel that contains this proposal as well as on surrounding properties.

   Establishing industrial, commercial, and open space projects within this area could add value to adjacent and regional properties. This proposal does not hinder these kinds of development in significant ways. Immediately, much of the land is vacant and usable. In the future, once wells are P&A this property could return to its undeveloped state. With the exception of the 50-foot setbacks that are required, there is significant potential for open space and trails to be established with little geographic hindrance.

8. The recommendations of professional staff or other technical reviews associated with the application.

   Staff Comment: All referral comments from agencies have been taken into account. Input will be included in any conditions of approval for the Resolution being considered by Planning Commission and City Council. Planning Department staff will ensure compliance with all conditions of approval, either as listed on the proposed Resolution, or as added by the Planning Commission or City Council.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The properties that contain and surround this proposal are designated for industrial uses on the Future Land Use Map within the Comprehensive Plan. Oil and gas wells and production facilities are a use that would be best suited to industrial zones. The North Land PUD has specific language that identifies and allows for industrial uses and Fort Lupton's Comprehensive Plan targets this region for industrial growth.

Additionally, the Comprehensive Plan discusses the importance of industrial areas to the local economy stating that, "this designation allows for a mix of heavy and light industrial users as well as office development, intended to provide an appropriate environment for higher-intensity users. These areas should be utilized to attract major employers and support economic development." If executed thoughtfully, industrial development has the potential to complement and augment residential and commercial growth within the community.

The Land Fed facility is a compatible use for this region and has the potential to meaningfully contribute. For the foreseeable future, this special use permit should not significantly hinder or discourage other commercial and industrial users that may wish to be located in this part of Fort Lupton.

REFERRALS

Referrals were provided to the list below. Any comments received are enclosed with the Planning Commission packet.

Building Inspector	OMI	City Attorney
GIS Specialist	Police Chief	Public Works Director
Fort Lupton Fire Protection District	Division of Water Resources	United Power
Comcast	CenturyLink	Xcel Energy
Postmaster	Fulton Ditch Company	Weld County Dept. of Public Health & Env.
Weld County Dept. of Planning Services	NCWCD	CDOT
Economic Development Manager	Weld County Public Works	Development Review Engineer
Weld County School District RE-8	Weld County GIS	Platteville Ditch Company
State Geologist		

RECOMMENDATION

Staff recommends conditional approval of the Land Fed 10-29HZ Special Use Permit. Conditions are listed on the proposed Resolution provided.

Additional documents are available for review at:
https://www.fortluptonco.gov/DocumentCenter/Index/722

Special Use Permit Application
City of Fort Lupton
Proposed Oil & Gas Wells

Land Fed 10-29HZ
Well Pad and Production Facility
(10 Wells on 1 Pad)

Township 2 North, Range 66 West, 6th P.M.
NW/4 SE/4 Section 29
Fort Lupton, Colorado

APPLICANT:

Kerr-McGee Oil & Gas Onshore LP
1099 18th Street
Denver, Colorado 80202

KerrMcGee

September 30, 2022

1. Narrative

1.1 DESCRIPTION OF INTENDED USE

Kerr-McGee Oil & Gas Onshore LP (KMOG), a subsidiary of OXY USA Inc., intends to horizontally drill ten (10) oil and gas wells from one well pad location, on property owned by ALE Partnership. The proposed wells will be known as the Land Fed 29-11HZ Pad, the well names are listed in Section 1.2. The desired outcome of this application is to permit the wells to all formations. The purpose of these wells is to produce hydrocarbons from underlying formations known to have commercial potential from the production of the hydrocarbons.

A pre-application meeting with the City of Fort Lupton was held on May 5, 2022, and preliminary siting for the project was reviewed and given preliminary approval to move forward with the development application – Special Use Permit. Members of the Colorado Oil and Gas Conservation Commission (COGCC) staff also attended the meeting (virtually) at the invitation of the City of Fort Lupton.

Invitations to a neighborhood meeting were sent out to all surface owners and tenants who lived 2,000 feet from the parcel lines of the proposed Land Fed 10-29HZ site. The invitations also offered residents individual calls and or meeting opportunities to answer their questions. The neighborhood meeting was held on September 20, 2022, with a virtual Zoom conference meeting. No members of the neighborhood attended the meeting.

The wells and production facility are proposed to be in the northwest quarter of the southeast quarter of Section 29, Township 2 North, Range 66 West 6th P.M. See the aerial vicinity map below showing an arrow for the site access from County Road 18.

1.2 SITE IMPROVEMENTS

KMOG shall construct one temporary operations area (Oil & Gas Location) of approximately 13.72 acres for the drilling, completion, and production facility. After drilling and completion activities are finished, the site will be reclaimed to approximately 3.78 acres, (approximately 1.9 acres for the wells and 1.88 acres for the production facility). This is the permanent disturbance areas until such time KMOG evaluates the well production and determines the wells are no longer economically feasible, at which time the wells will then be plugged and abandoned (P&A) and the area reclaimed. Final reclamation will commence one the last well on the site is P&A.

These are the names of the 10 wells proposed for the Land Fed 10-29HZ pad:

Land Fed 29-1HZ	Land Fed 29-6HZ
Land Fed 29-2HZ	Land Fed 29-7HZ
Land Fed 29-3HZ	Land Fed 29-8HZ
Land Fed 29-4HZ	Land Fed 29-9HZ
Land Fed 29-5HZ	Land Fed 29-10HZ

After the wells have been drilled to total depths, completed (hydraulicly fractured) as wells capable of production, KMOG will perform interim reclamation of drilling and completions areas no longer required for production purposes. If any of the wells are not capable of production, that specific well (or wells) will be P&A as a dry hole and the same reclamation of the site will apply. Flowlines will be installed to connect the wells to the production facility. These wells will have a wellhead assembly installed on site. Pumping units may be installed should pressure within the wells necessitate their use.

1.3 CHARACTERISTICS OF DRILLING AND COMPLETION OPERATIONS

KMOG management will utilize authorized employees and professional contractors to conduct the drilling and completion operations on site. Drilling will be continuous, 24 hours a day seven days a week, for this period. Completion operations will be performed on each well following the drilling phase. The production facility will be installed, and the wells put on-line. KMOG anticipates mobilization and pad construction to begin the third quarter 2023 contingent upon approval from the City of Fort Lupton and the COGCC.

Estimated schedule for operational phases are as follows:

- Pad Construction — August 2023
- Surface Drilling Operations — October 2023
- Horizontal Drilling — October 2023
- Hydraulic Fracturing — Janaury 2024
- Prod. Facility Construction — December 2023
- Interim Reclamation — June 2024

These dates are estimates subject to permitting approvals, drilling schedule, and rig availability.

1.4 CHARACTERISTICS OF MAINTENANCE

Once the wells are brought on to production a lease operator will inspect the wells on a regular basis under normal conditions and as required by any special circumstances under the supervision of the KMOG Area Manager. In addition, all new well sites are remotely monitored 24 hours a day, seven days a week by representatives in KMOG's Integrated Operations Center (IOC), located in Platteville, Colorado. From the IOC, KMOG personnel can turn wells and equipment on and off, look at tank levels, verify pressures and temperatures.

1.5 COORDINATION WITH THE COGCC RULES

KMOG will comply with the COGCC rules relative to oil and gas development.

- Waste: KMOG will comply with COGCC rules for waste handling and management, including the following:
  a) KMOG uses a closed loop or "pitless" system for drilling and fluid management and does not construct a reserve pit.
  b) Drilling mud will be spread on lands outside of the city limits in a manner approved by the COGCC or taken to a commercial disposal.
  c) A commercial size trash bin for removing debris will be located on site. This bin will be for use by all parties affiliated with the operation.

d) Human waste will be properly handled by portable sanitary facilities located on site. KMOG will contract a sanitary service company to provide and maintain the self-contained sanitary facilities throughout the oil and gas operation.
e) Produced water will be hauled away and properly disposed of in accordance with COGCC regulations.

- Abandonment and Plugging (P&A): KMOG will comply with COGCC rules for P&A of wells.
- Seismic Operations: KMOG does not have plans for seismic operations related to this application. If this changes KMOG will work with the city regarding the specific requirements.
- Signs: Well tank and production facility (battery) will be signed in accordance with the COGCC rules. KMOG will maintain these signs in good condition for the life of the wells and production facility.

Reclamation: KMOG will comply with the COGCC requirements relative to reclamation. Additional information about final reclamation is detailed in the Operating Plans section of this document.

1.6 ENVIRONMENTAL MITIGATION

- Noise: KMOG will meet all applicable noise requirements set forth by the City of Fort Lupton and the COGCC Rules. Exhaust from all engines, motors, and related equipment, shall be vented in a direction away from occupied buildings where practical. KMOG utilizes many other noise mitigation techniques as standard practice including a modified drilling rig with noise reduction features and a quiet completions fleet engineered with pump enclosers to reduce noise.

  The results of the proactive planning, noise modelling, and implementation of Best Management Practices, KMOG's proposed oil and gas operations at the Land Fed Pad are expected to comply with permissible noise levels required by both the COGCC Rule 423 and City of Fort Lupton municipal code. KMOG feels there is very low risk associated with environmental noise as a nuisance impact on the surrounding area. Therefore, no sound walls are recommended for any of the operations, and no continuous monitoring need be deployed.

- Vibration: KMOG will meet all applicable vibration requirements set forth by COGCC regulations during operations. There is not any unusual vibration anticipated from the proposed operation.

- Visibility: KMOG will meet all applicable visual impact requirements set forth by COGCC regulations during operations. The permanent facilities will be painted in uniform, noncontrasting, nonreflective color tones in a manner to harmoniously blend with the surrounding environment.

- Safety: Authorized representatives and/or KMOG personnel shall be on-site during drilling and completion operations. The completed oil and gas facility and well pad will be surrounded with a fence and gate with a lock for safety. KMOG personnel will monitor the well sites regularly upon completion of the well. Additionally, all new well sites are remotely monitored 24 hours a day seven days a week by representatives in KMOG's IOC in Platteville, Colorado. A copy of an Emergency Action Plan (EAP) and Tactical Response Plan (TRP) is included with this application, in the Exhibits section of this document.

- Wildlife/Environmental: KMOG contracted with an environmental consultant to perform a complete biological assessment of the location in July 2021 and June of 2022. This assessment was to identify sensitive resources that could be affected by the construction and subsequent operations of the proposed oil and gas development. This assessments studied the potential adverse impacts to sensitive natural resources, including vegetative communities, surface waters, and wildlife. The finding determined potential adverse impacts to the ecosystem are anticipated to be minimal and include disturbance to existing agricultural operations within and surrounding the location and ground or structure nesting birds. Construction at the location will not impact surface waters, federally threatened or endangered species, or Colorado Department of Wildlife (CPW) High Priority Habitats.

1.7 RELATIVE PLANS

- Air and Water Quality: KMOG will meet all applicable air and water quality requirements set forth by COGCC regulations during operations. KMOG will comply with the Colorado Department of Public Health and Environment regulations by filing an Air Pollution Emissions Notice (A.P.E.N.), along with any other additional required application data. If production volumes exceed required thresholds, KMOG will install emissions control devices as warranted to obtain required reductions of ozone precursors.

  The COGCC sets forth specific requirements for casing depth to protect ground water sources.

- Odor: KMOG will meet all applicable odor requirements set forth by COGCC regulations during operations. There are no noxious, prolonged, or unusually high amounts of odor expected from the proposed operation. KMOG will implement the following to mitigate odor:

  a) Utilizing a Group III base oil drilling fluid will be the primary defense against odor control
     a. The Group III drilling fluid eliminates odor in the following areas:
        i. Shaker area and cuttings transfer tank
        ii. Active and reserve oil-based mud tanks
        iii. Three-sided cuttings collection/storage tanks
        iv. Drilling tubulars racked in derrick
        v. Cuttings loads in transport to landfill

  b) Storage of excess drilling fluid (e.g., fluid not being used in the active mud system) in closed, upright tanks.
  c) Drill cuttings will be run through a centrifugal dryer to minimize odor during temporary time on location and during transport to disposal.
  d) Drill cuttings will not remain in storage at the oil and gas location for more than a 24-hours period. Disposal will occur before the end of the 24-hour period
  e) In the unlikely event that nuisance odors do become a problem during active production drilling operations, KMOG will have a contingency water-soluble odor neutralizer with essential oils available to treat the drilling fluid system on an as needed basis.

- Dust: A tracking pad will be placed at the access road entrance to mitigate mud and dust on Northland Drive. Water will be placed on dirt access roads to mitigate dust as needed. Where feasible, additional dust suppression products may be used to further abate dust.

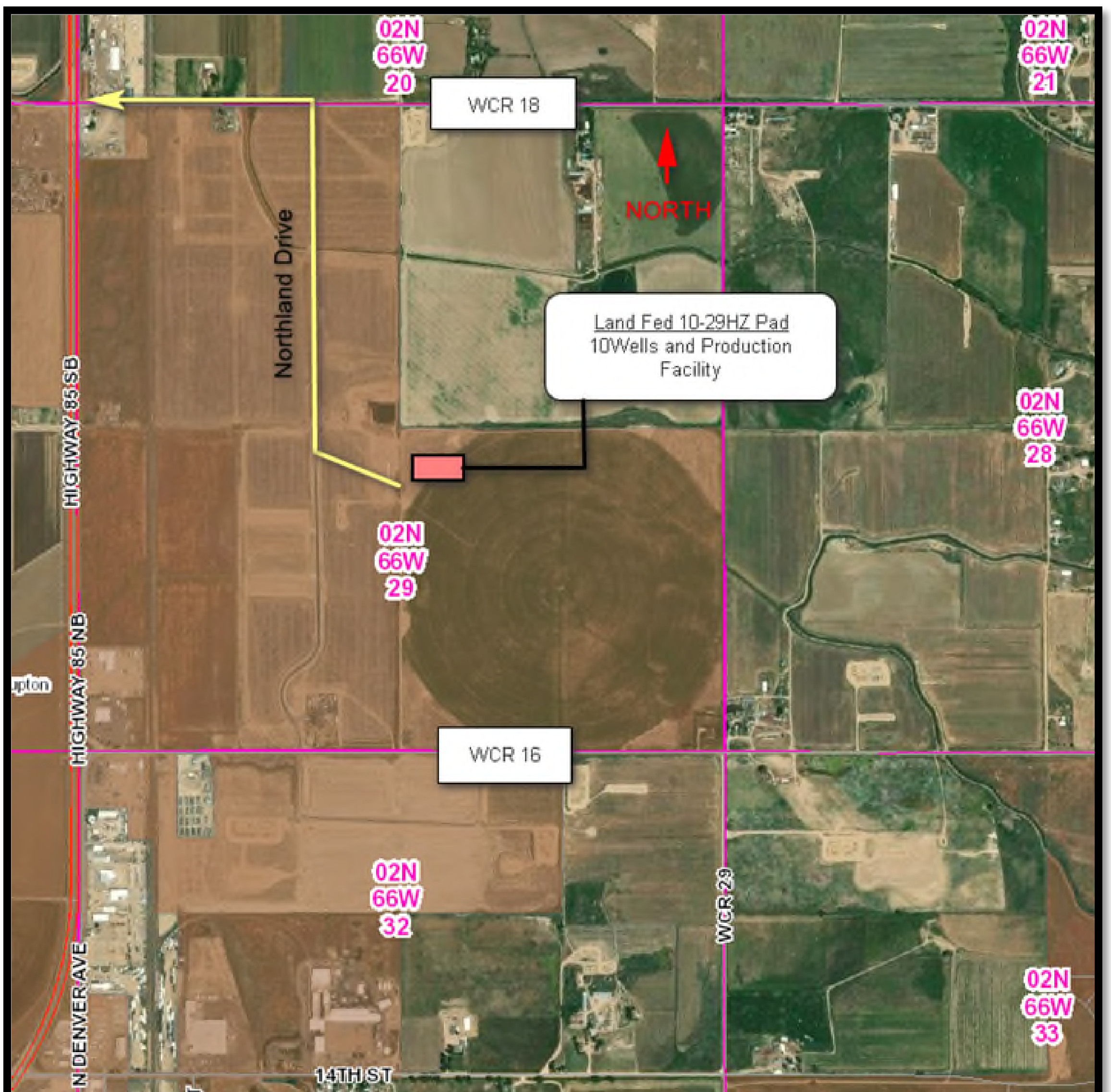
- Lighting: KMOG will meet all applicable visual impact requirements set forth by the COGCC. Where practical lights will be shielded and turned inward toward the rig to minimize disturbance to existing structures or public roadways.

  During drilling and completions, KMOG will have temporary, mobile light towers around the pad pointing towards the equipment. The towers will be directed downward, inward and shielded to avoid glare on public roads and building units. All lights located on the production rig will be pointed down and inward, except for the red aviation warning lights which are required for safety purposes.

KMOG may use lighting that is necessary for public and occupational safety and as required by the Federal Aviation Administration.

The only permanent lights on location will be at the facility located on the Lease Automatic Custody Transfer (LACT) buildings. The strobe lights on the buildings are emergency indicators that will activate if there is an upset at the LACT. The strobe light will be downward facing and will have a shroud over it. The other light on the building is for personnel visiting the facility at night.

<u>Access Road and Haul Route:</u> KMOG will utilize the lease access road, Northland Drive, and WCR 18 for all traffic associated with construction and production of the wells proposed for the Land Fed 10-29HZ Pad. The access road will be properly graded for adequate drainage and maintained to prevent dust and mud; culverts shall be utilized where necessary.



- Pipelines: KMOG utilizes a comprehensive below ground pipeline system to transport produced oil and natural gas to processing facilities, resulting in a smaller tank production facility with fewer tanks. KMOG does not store oil on-site. This reduces the facility size and creates compact development areas. Oil and natural gas pipelines will be installed and operational once the wells are brought online. KMOG contracts with a third-party midstream company for this pipeline takeaway. The pipeline infrastructure mitigates truck traffic in the area, thereby significantly reducing impacts to roads, noise, and emissions.
- Required Permits: the following permits are required for this application:
    - COGCC Oil and Gas Development Plan (OGDP) – Approved permits will be provided to the City of Fort Lupton upon receipt from the COGCC
    - Special Use Permit – Fort Lupton
    - Building Permit – Fort Lupton

2. Operator Information

2.1 OPERATOR IDENTIFICATION

Kerr-McGee Oil & Gas Onshore LP
1099 18th Street
Denver, Colorado 80202
Tel:(720) 929-6000
Fax: (720) 929-7297

Kerr-McGee Oil & Gas Onshore LP (KMOG), is a fully insured and bonded oil and gas operator, organized as a Delaware Limited Partnership and authorized to do business in the State of Colorado as Kerr-McGee Oil & Gas Onshore LP. All insurance and bonds held by KMOG meet the requirements as set forth in the rules and regulations as adopted by the COGCC.

2.2 SURFACE OWNER

ALE Partnership
12501 Riverdale Rd.
Brighton, CO 80602

A copy of the fully executed Surface Use Agreement (SUA) is included in the Special Use Permit Submittal.

3. Operating Plans

3.1 Construction & Drilling Phase

The initial pad construction and drilling operations are expected to take about six to nine months (under normal circumstances). The subject land is first surveyed, and well locations are staked in accordance with COGCC regulations. The drilling pad is designed to prevent run off so that any spills will be contained on-site. Prior to major grading and earthwork, erosion and sediment controls are installed to divert stormwater run on and manage stormwater runoff from the site to a stabilized outlet structure(s). The pad is lined with a layer of compacted clay materials to help prevent fluids from migrating vertically to the subgrade. From this point forward, twenty-four (24) hour operations of dirt work begin to prepare the location, including leveling the surface where the drilling rig will be located. After the location has been prepared, a drilling rig will move onto location to drill the surface intervals of the wells and cement the surface pipe to protect ground water. This process will take approximately one day per well under normal circumstances, subsequently a 10 well pad will take 10 days to complete initial surface drilling operations including cementing the surface casing pipes. Depending on the size/type of rig utilized to drill the surface interval, production drilling operations will either begin immediately with the same rig or a different rig will be moved onto location to drill the production interval. Production drilling operations will take four to five days per well, under normal circumstances. The actual drilling proceeds at a constant rate unless subsurface or mechanical problems are encountered.

If the well is deemed viable, casing is run in the hole and cemented (alternatively the well is plugged according to COGCC regulations). The casing, constructed of steel pipe, is designed to specific criteria to provide an integral conduit for transporting hydrocarbons to the surface. The casing strength is further enhanced by the cementing process. Cement is placed in the space between the casing and the wall of the hole. The cement anchors the casing, provides increased burst resistance, and contains the fracturing and produced fluids. The cement is also designed to special criteria. The cement is then allowed to cure and subsequently the rig is moved off location. At this point the drilling phase is complete.

3.2 Drainage and Erosion Control Plan

Changes in natural drainage patterns are not anticipated. The well site will be monitored during the drilling and completion phases for any stormwater erosion or sedimentation concerns. Necessary measures will be taken to correct any problems, immediately in most cases. Once the drilling and completion phases are complete, the drill site will be restored as near as practical, to its original grade and vegetation planted as required by COGCC regulations and surface use agreements. KMOG will continue to monitor the site until all applicable regulatory requirements for revegetation have been met.

KMOG uses a closed loop or "pitless" system for drilling and fluid management and does not construct a reserve pit. The drilling company will actively manage the area around the rig equipment such that any minor fluid spills will be diverted and drained to small pumps strategically located and from there, if only water, will be pumped into the drilling fluid system. If the fluid is contaminated by fluids other than water, it will be pumped into a separate container and removed from the site to an approved disposal facility.

3.3 Water Sources for Activities

Water for use in completion operations will be secured by KMOG through its own "Water on Demand" system, or from a water supplier in the immediate area of the drill site. Water use will be approved for commercial and industrial use and will be subject to a mutually acceptable agreement between KMOG and the water supplier. The water-on-demand system is a network of over 180 miles of underground pipeline that stretches the length of the 20-mile by 30-mile field to source and transport water to completions crews. This system eliminates more than 2,000 truck trips per day field wide, also reducing associated concerns of traffic, noise, emissions, and dust.

3.4 COMPLETIONS PHASE

Upon the conclusion of production drilling operations, and as dictated by operational schedules, the well pad is then prepped for completion operations. The construction of the production facility may occur concurrent with the drilling and/or completion operations. Completion operations include all operations performed after drilling operations and prior to first production. These completion operations consist of well preparation, fracture stimulation, and preparing the well for production to sales.

The well preparation phase of completion operations is performed to prepare for the fracture stimulation operation. Initially, the necessary wellhead equipment is installed to conduct well preparation operations. KMOG wells are designed, built, operated, and maintained to the highest standards. Logging is performed to confirm the cement quality behind the well casing meets KMOG and regulatory standards. The wellbore is pressure-tested to confirm the casing can withstand the high pressures associated with a fracture stimulation. Lastly, the remaining necessary wellhead equipment is installed to prepare the well for fracture stimulation. A crew of one to six people are required to perform the above operations. The cumulative duration of the well preparation operations is three to four days.

The fracture stimulation operation is conducted to stimulate the flow of hydrocarbons from the targeted geologic formation to the wellbore and up to the wellhead. Fracture stimulation consists of pumping a water and sand mixture into the wellbore at a high pressure and flow rate. The water/sand mixture exits the wellbore to contact the rock formation through perforations made to the well casing. The stimulation operation for each well is performed in stages to concentrate the stimulation of the rock formation at designed intervals along the wellbore. In the event multiple wells are included in the fracture stimulation operations, only one well is under stimulation at one time. During stimulation, a crew of 35 to 45 people are required. The cumulative duration of the fracture stimulation operation is three to seven days per well.

At the end of the fracture stimulation operation, the well is prepared for long-term production. A coiled tubing unit is utilized to mill the plugs set in the wellbore to isolate the stimulation stages and to clean out the wellbore. Production tubing is installed to direct the flow of hydrocarbons inside the wellbore to the wellhead at surface. Once the production tubing is landed, the well is managed by the Production Operations group. The cumulative duration of the post fracture stimulation operations is two to five weeks with a crew of three to ten people.

The completion process is a 24 hour a day, seven-days a week operation and crews are rotated every 12 hours for continuous operations. Once fracture stimulation operations begin there will be varying activity on location until the well is turned over to permanent production operations.

3.5 PRODUCTION PHASE

The production phase may overlap the completion phase. After the completion fleet has cleared the location, the wells are connected to a production facility. Gathering equipment may also be installed on location by a third-party gathering company. The production and gathering facility, may consist of maintenance/oil tank(s), water tank(s), separator(s), Lease Automatic Custody Transfer (LACT) units, vapor recovery unit(s) (VRU), emission control device(s) (ECDs), meter(s) house, E-house, chemical tote(s), purge flare(s), communications tower, temporary produced water tanks, temporary ECDs and temporary generator. The temporary equipment will be on site for six to 12 months and then will be removed. In addition, pumping units may be installed. The production facility will be connected to the wells by pressure tested flowline buried approximately four feet deep. At this point, the gas and oil purchasers are preparing to connect the gas and oil sales meter loop.

The production facility installation is completed by constructing an earthen or metal berm around the production tank(s) and separator. The enclosed area will have sufficient volume to contain the entire contents of the largest tank plus adequate freeboard to contain a 24-hour 25-year precipitation event. The berms will be inspected at regular intervals and maintained in good condition. When a berm is provided around tanks no potential ignition sources shall be installed inside that area.

The lease operator then begins monitoring of the wells. Reports consist of tank measurements, gas sales estimates, and pressure reading. This information is compiled monthly and filed with the COGCC.

When a well is completed for production, all disturbed areas no longer needed will be restored and re-vegetated as soon as practicable. All segregated soil horizons removed from crop lands shall be replaced to their original relative positions and contour and shall be tilled adequately to re-establish a proper seedbed. The area shall be treated if necessary and practicable to prevent invasion of undesirable species and noxious weeds, and to control erosion. Any perennial forage crops that were present before disturbance shall be re-established. All segregated soil horizons removed from non-crop lands shall be replaced to their original relative positions. The segregated soil horizons will contour as near as practicable to achieve erosion control and long-term stability and shall be tilled adequately to establish a proper seedbed. The disturbed area then shall be re-seeded in the first favorable season.

At some point in the well's life, tubing may be run in the well with the possible addition of a plunger lift, pumping unit or gas lift may be used. This will extend the well's producing life and maximize reserves.

3.6 WEED CONTROL

All locations, including wells and surface production facility, will be kept free of weeds, rubbish, and other waste material. During drilling, production, and reclamation operations, all disturbed areas shall be kept reasonably free of noxious weeds and undesirable species. When a well is completed for production, all disturbed areas no longer needed will be restored and revegetated as soon as practicable.

3.7 PLUGGING AND ABANDONMENT PHASE (P&A)

Plugging and abandonment is the cementing of a well and removal of its associated production facility. This also includes the removal of flowlines after all the wells on the pad are plugged and the remediation and reclamation of the well site.

Upon the plugging and abandonment of a well, all cellars will be backfilled. All debris abandoned gathering line risers, and flowline risers, and surface equipment will be removed, and the location will be graded and re-contoured. Within 90 days after a well is plugged and abandoned, the well site shall be cleared of all non-essential equipment, and debris. All access roads to the plugged and abandoned wells and associated production facilities shall be closed, graded and re-contoured in accordance with the COGCC regulations and Surface Use Agreement (if applicable). Culverts and any other obstructions that were part of the access road(s) shall be removed. Well locations, access roads and associated facilities shall be reclaimed. As applicable, compaction alleviation, restoration, and revegetation of well sites and access roads shall be performed. After plugging a well, reclamation work will be completed within three months on crop land, and six months on non-crop land, or with landowner consent reclamation will occur during optimal re-vegetation times of the year.

Successful Final Reclamation of the well sites and access roads will be considered completed when:

- Cropland areas have been returned to former use and monitored for at least two growing seasons to confirm there is no areas of stunted growth and/or subsidence which may impact yield.
- Non-cropland areas have been reclaimed and a uniform vegetative cover has been established that reflects pre-disturbance or reference areas forbs, shrubs, and grasses with total percent plant cover of at least 80% of pre-disturbance or reference area levels, excluding noxious weeds and overstory or tree canopy cover.
- Disturbances resulting from flow line removal have been adequately reclaimed and the area is reasonably capable of supporting the pre-disturbance land use.
- A Sundry Notice, Form 4, has been submitted to the COGCC, which describes the final reclamation procedures and any mitigation measures associated with final reclamation

KMOG estimates to plug and abandon (P&A) 16 wells and remove eight facilities, reclaiming approximately 0.75 to 1.5 acres per well. This is contingent upon the approval of permits by the City of Fort Lupton and the COGCC, successful drilling and completion of the proposed wells and bringing them onto production. Development of the OGDP will result in the reclamation of approximately 8.3 acres more than are disturbed.

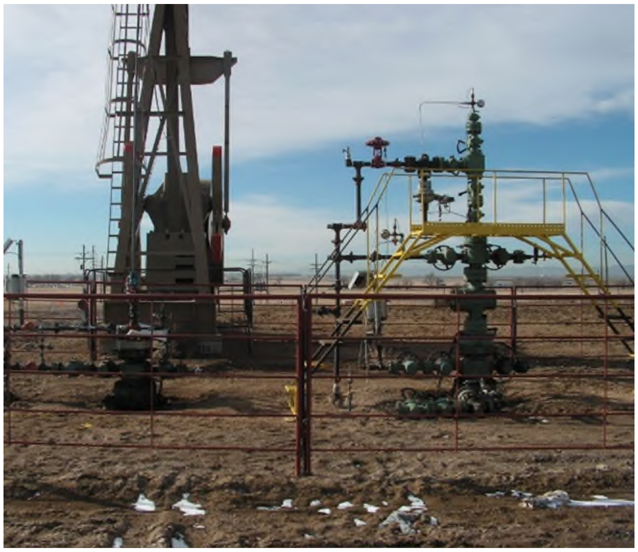
4. Equipment Illustrations

4.1 TYPICAL DRILLING RIG

Temporary, used during the drilling phase.

4.2 TYPICAL WELLHEADS

Permanent equipment for the life of the well.



4.3 TYPICAL SEPARATORS

Permanent equipment, part of the production facility.


Production Separators / Inlet Bulk and Test Separator - takes oil, natural gas and water coming from wells and separates them. These separators are approximately 12 to 20 -feet tall to top of exhaust stack / gas dryer pipe.


Second Stage Bulk Separators - this is the second stage of separation that takes oil and natural gas coming from wells and separates out oil from natural gas. These are approximately 20 feet 8 inches -tall to top of Pressure Safety Valve (PSV) outlet.

4.4 TYPICAL MAINTENANCE – CONDENSATE/OIL AND WATER TANKS

Permanent equipment, part of production facility. These tanks store water produced from the separators, which is later trucked out for off-site disposal. The Maintenance Tank is used for oil storage when separators require maintenance. Both tanks are approximately ten-feet tall (top of tank), 16 feet 6 inches tall to top of vent pipes.

4.5 LACT UNIT - (LEASE AUTOMATED CUSTODY TRANSFER)

Permanent Equipment part of the production facility. LACT contains pumps that run oil through Coriolis meter which read final numbers that go into sales line. Approximately 9 feet 2 inches tall.

4.6 TYPICAL GAS METER BUILDING

Records gas that flows through the site and into gathering system. Also houses the custody transfer gas meter. Approximately 7 feet 8 inches tall.

4.7 TYPICAL ELECTRICAL HOUSE

Houses the electrical circuits, approximately 9 feet 3 inches tall

4.8 TYPICAL WELL MANIFOLD AKA E-HOUSE

The wellhead manifold is where all the flowlines from the wells are brought into the produciton facility, approximately 7 feet 8 inches tall

4.9 TYPICAL GAS LIFT COMPRESSOR

This artificial lift is used to assist the production of the wells as they have less natural pressure help, approximately 15 feet tall.

4.10 **VOC COMBUSTOR / EMISSION CONTROL DEVICE (ECD)**

Volatile Organic Compound (VOC) Combustor also know as Emission Control Device (ECD) burns off emissions from produced water tanks, approximately 15 feet tall.

4.11 **FUEL GAS (FG) SCRUBBER**

The fuel gas scrubber dries produced gas to use for the burners on the ECD, VOC and separator burner systems, approximately 14 feet 2 inches tall.

4.12 TYPICAL AIR COMPRESSOR

Air compressor supplies air to the pneumatic valves on location, approximately 9 feet 4 inches tall.

4.13 TYPICAL CHEMICAL TOTE

Chemical totes store and pump corrosions and scale inhibitor products to preserve the integrity of the production equipment, approximately 7 feet 4 inches tall.

4.14 TYPICAL COMMUNICATIONS TOWER

Communication tower is used to remotely monitor the production facility from the Integrated Operation Center (IOC). Approximately 34 feet tall.

4.15 TYPICAL TEMPORARY EQUIPMENT

Tanks (Produced Water Storage)

Tanks store water produced from separator during initial production. Later tanks are trucked out for disposal. Color varies depending on contractor and availability. Temporary tanks are on location for 6-12 months, approximately 10 feet 4 inches tall.

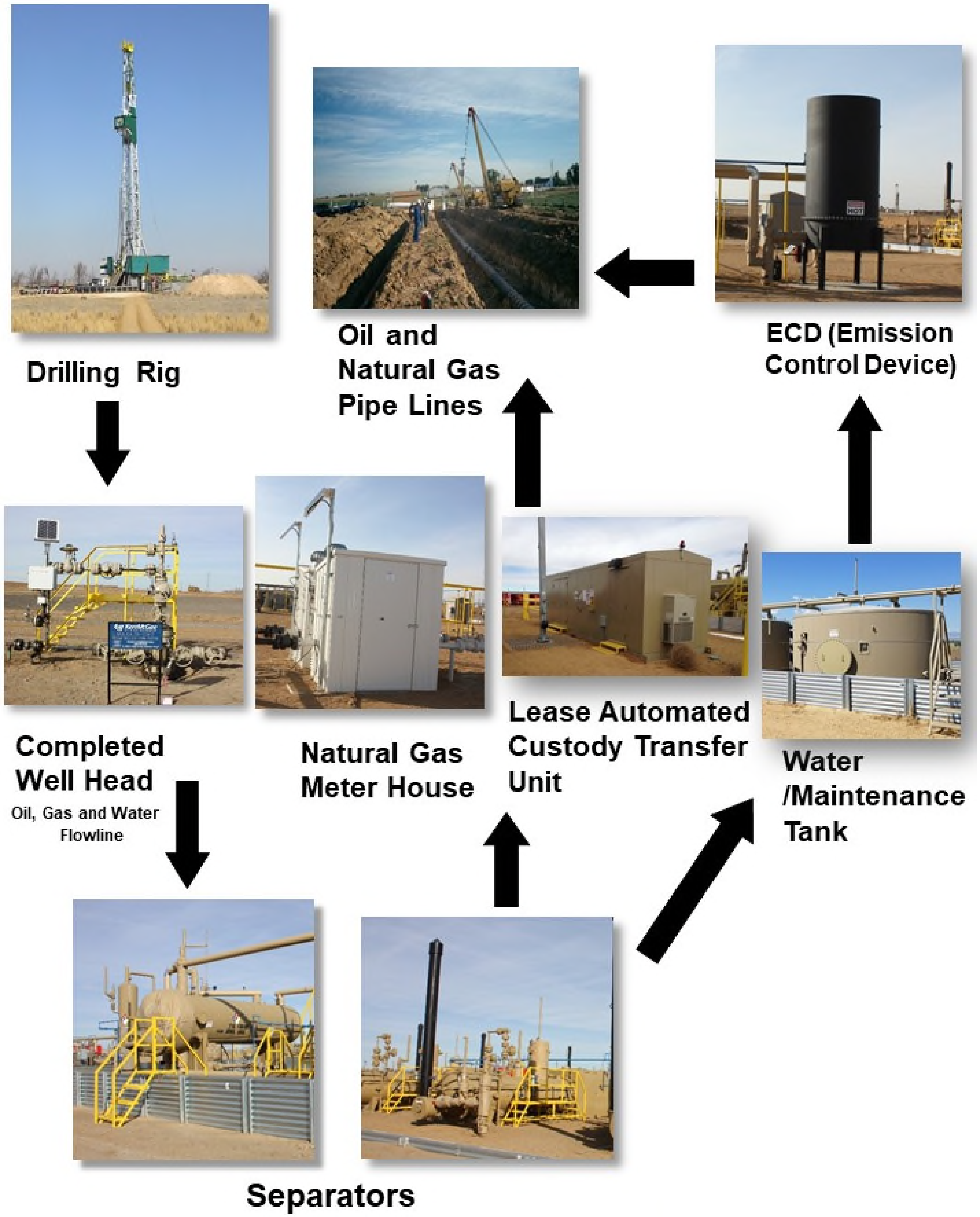
Temporary ECDs

Emission Control Device (ECD) burns off emissions from produced temporary water tanks. Approximately 24 feet 7 inches tall.

Temporary Generator – Used to operate equipment at the facility until such time as power can be brought onto the location, approximately 5 feet tall

Temporary Purge Flare – Used at the time of facility commissioning to capture gas when purging the facility of oxygen, approximately 24 feet tall

4.16 Typical Flow Diagram

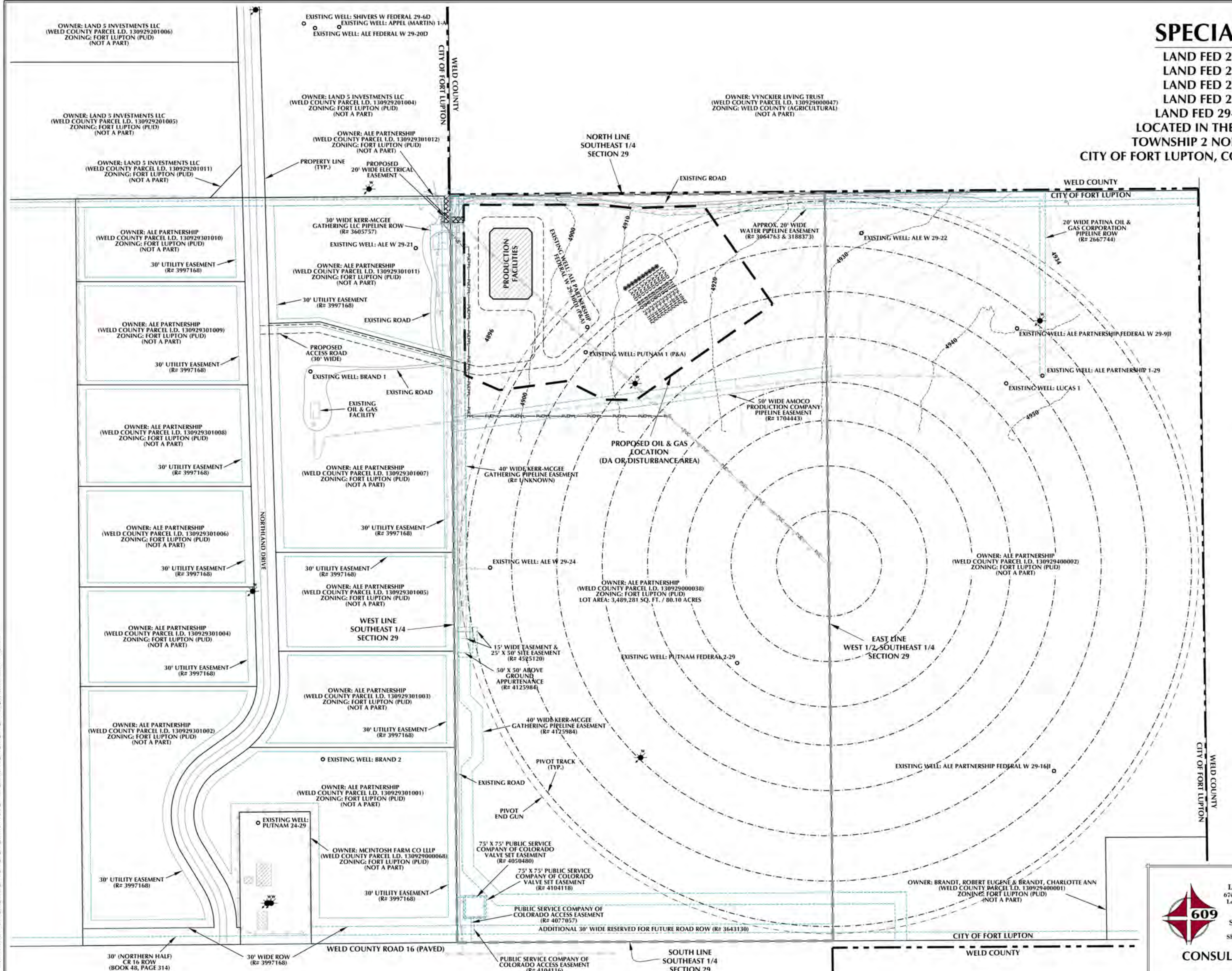


5. Exhibits

5.1 SPECIAL USE PERMIT REVIEW – SITE PLAN DRAWING

SPECIAL USE PERMIT

LAND FED 29-1HZ, LAND FED 29-2HZ,
LAND FED 29-3HZ, LAND FED 29-4HZ,
LAND FED 29-5HZ, LAND FED 29-6HZ,
LAND FED 29-7HZ, LAND FED 29-8HZ,
LAND FED 29-9HZ & LAND FED 29-10HZ,
LOCATED IN THE SOUTHEAST 1/4, SECTION 29,
TOWNSHIP 2 NORTH, RANGE 66 WEST, 6TH P.M.
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO



LEGEND

- FORT LUPTON CITY LIMITS
- LEASEHOLD/MINERAL INTEREST
- PROPOSED OIL & GAS LOCATION (DA OR DISTURBANCE BOUNDARY)
- PROPERTY LINE
- EXISTING CONTOURS (2' INTERVAL)
- EXISTING ROAD
- PROPOSED ROAD
- ROW / EASEMENT
- EXISTING PIPELINE
- EXISTING FENCE
- EXISTING BURIED POWER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING OVERHEAD POWER POLE
- EXISTING WATER LINE
- PROPOSED BURIED WATER LINE
- PROPOSED BURIED POWER LINE
- PROPOSED WELL LOCATION
- EXISTING WELL LOCATION
- EXISTING RESIDENCE
- EXISTING BUILDING
- EXISTING WATER WELL

0 75' 150' 1" = 150'
2' CONTOURS

NOTE:
THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

SITE DEVELOPMENT PLAN

609 CONSULTING, LLC

LOVELAND OFFICE
6706 North Franklin Avenue
Loveland, Colorado 80538
Phone 970-776-4331

SHERIDAN OFFICE
1095 Saberton Avenue
Sheridan, Wyoming 82801
Phone 307-674-0609

Kerr-McGee Oil & Gas Onshore LP
1099 18th Street
Denver, Colorado 80202

SCALE: 1" = 150'	PAGE 1 OF 1
JOB: 14-136	DATE: 9/19/22
DRAFTED BY: MLD	REVISED:

6. Exhibits Submitted Separately

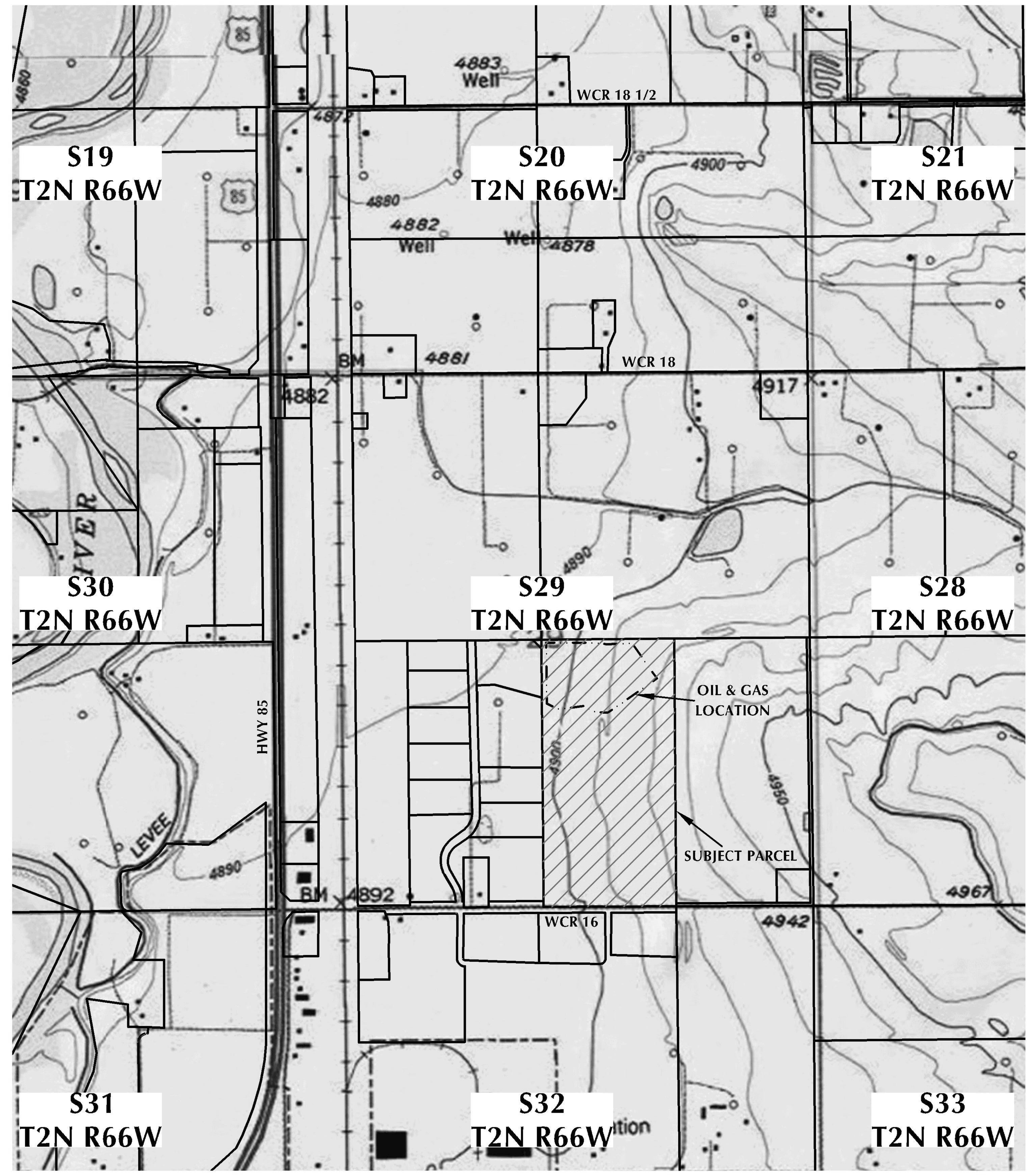
6.1 EMERGENCY ACTION PLAN (EAP) AND TACTICAL RESPONSE PLAN (TRP)

6.2 PRELIMINARY DRAINAGE AND EROSION CONTROL REPORT

6.3 PRELIMINARY DRAINAGE AND EROSION CONTROL PLANS

LAND FED 10-29HZ SPECIAL USE PERMIT
W1/2 SE1/4 OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROPOSED OIL & GAS LOCATION AREA: 13.72 ACRES

PROJECT NO. LUP2022-0025 & PLAN NO. SUP2022-0003



VICINITY MAP
1" = 1000'

BASIS OF BEARINGS

GPS DERIVED BEARINGS BASED ON A BEARING OF N00°32'51"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 66 WEST BETWEEN A FOUND 2-½" ALUMINUM CAP STAMPED P.L.S. 38512 AT THE CENTER QUARTER CORNER OF SAID SECTION 29 AND A FOUND 2" ALUMINUM CAP LLEGIBLE AT THE SOUTH QUARTER CORNER OF SAID SECTION 29. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83)(EPOCH 2011). ALL BEARINGS SHOWN HERON ARE RELATIVE THERETO.

BENCHMARK

CONTROL POINT # 1(2-½" ALUMINUM CAP P.L.S. 38512) NORTHWEST CORNER OF SITE, N=1283364.33, E=3195474.89, ELEVATION 4894.77'.

SHEET INDEX

USE BY SPECIAL REVIEW	
SHEET NO.	SHEET NAME
SHEET-1	COVER SHEET
SHEET-2	SITE DEVELOPMENT PLAN

PROPERTY DESCRIPTION

A parcel of land in the City of Fort Lupton, Colorado, located in the West 1/2 of the Southeast 1/4 of Section 29, T2N, R66W of the 6th P.M. and more particularly described as follows:

The West 1/2 of the Southeast 1/4 of Section 29, Township 2 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

OWNER'S APPROVAL

Know All Men By These Presents, that ALE Partnership, being the sole owner of the land described herein, and ___________________________are all of the mortgagees and holders of liens upon the property, and each and all hereby consent to this plat and join the conveyance and dedication of all streets, roads, alleys, easements, public ways and places shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of ________________, 20____.

STATE OF COLORADO,)
) ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me by ____________________ on this _____ day of __________________________, 20_____. Witness my hand and seal.

My commission expires ____________________.

____
Notary Public

CITY ENGINEER'S APPROVAL

Approved this ___ day of __________________, 20_____.

____
City Engineer

CITY WATER AND SEWER DEPARTMENT APPROVAL

Approved this ___ day of __________________, 20_____.

____
Director of Public Works

CITY ADMINISTATOR'S APPROVAL

Approved this ___ day of __________________, 20_____.

____
City Administrator

PLANNING COMMISSION RECOMMENDATION

Recommended this ___ day of __________________, 201_____, by Resolution No. _______________.

____
Chairperson, Fort Lupton
Planning Commission

MAYOR'S CERTIFICATE

This is to certify that a plat of the above-described property was approved by [Ordinance/Resolution] No. _________________ of the City of Fort Lupton passed and adopted on the ______ day of _________________, A.D., 20______ and that the Mayor of the City of Fort Lupton, as authorized by said [ordinance/resolution] on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said plat upon which this certificate is endorsed for all purposes indicated thereon.

____
Mayor

Attest:

____
City Clerk

(Seal)

CONTACTS:

PROPERTY OWNER:	ALE PARTNERSHIP 12501 RIVERDALE RD BRIGHTON, CO 80602
APPLICANT/OPERATOR:	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET DENVER, CO 80202-1918 (720) 929-6000
ENGINEER/CONSULTANT:	609 CONSULTING, LLC 1095 SABERTON AVENUE SHERIDAN, WY 82801 (307) 674-0609

GENERAL NOTES:

- PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY 609 CONSULTING, LLC.
- ORIGINAL DOCUMENT SIZE: 24" x 36"

609 CONSULTING, LLC

LOVELAND OFFICE
6706 North Franklin Avenue
Loveland, Colorado 80538
Phone 970-776-4331

SHERIDAN OFFICE
1095 Saberton Avenue
Sheridan, Wyoming 82801
Phone 307-674-0609

Kerr-McGee Oil & Gas Onshore LP
1099 18th Street
Denver, Colorado 80202

DRAWING REVISIONS

REV.	DATE	DESCRIPTION
0	9/19/22	FORMAL APPLICATION
1	1/20/23	REVISION #1

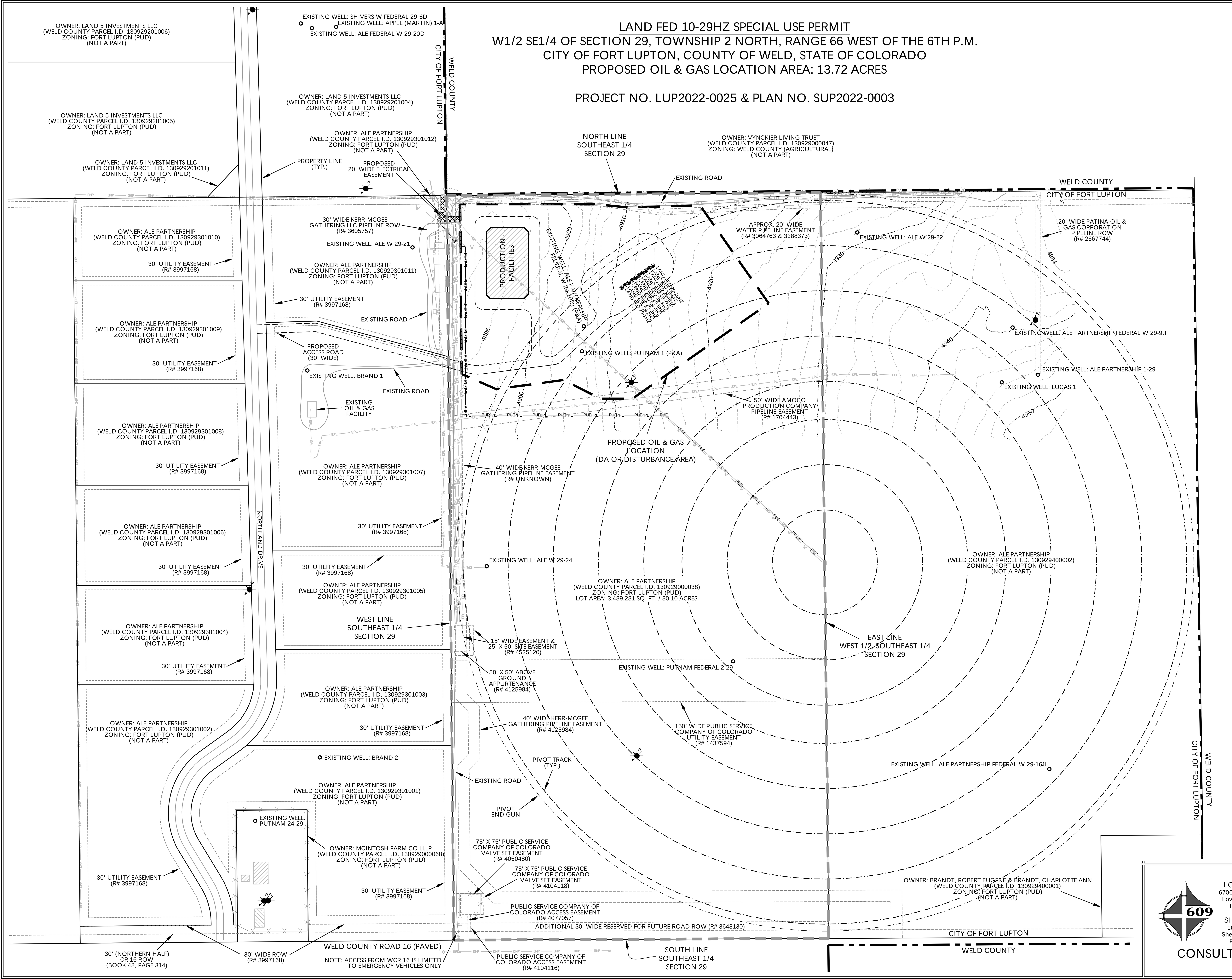
LAND FED 10-29HZ
COVER SHEET

DATE:	1/20/23	SHEET:	1 OF 2
SURVEY DATE:	7/21/22	DRAFTED BY:	MLD

LAND FED 10-29HZ SPECIAL USE PERMIT

W1/2 SE1/4 OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROPOSED OIL & GAS LOCATION AREA: 13.72 ACRES

PROJECT NO. LUP2022-0025 & PLAN NO. SUP2022-0003



Well Name	Latitude (NAD83)	Longitude (NAD83)
LAND FED 29-1HZ	40.108205	-104.798931
LAND FED 29-2HZ	40.108228	-104.798887
LAND FED 29-3HZ	40.108251	-104.798843
LAND FED 29-4HZ	40.108275	-104.798799
LAND FED 29-5HZ	40.108298	-104.798755
LAND FED 29-6HZ	40.108322	-104.798710
LAND FED 29-7HZ	40.108345	-104.798666
LAND FED 29-8HZ	40.108368	-104.798622
LAND FED 29-9HZ	40.108392	-104.798578
LAND FED 29-10HZ	40.108415	-104.798534

LEGEND

- FORT LUPTON CITY LIMITS
- LEASEHOLD/MINERAL INTEREST
- PROPOSED OIL & GAS LOCATION (DA OR DISTURBANCE BOUNDARY)
- PROPERTY LINE
- EXISTING CONTOURS (2' INTERVAL)
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- PROPOSED ROAD
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- EXISTING OVERHEAD POWER POLE
- EXISTING WATER LINE
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- PROPOSED BURIED POWER LINE
- PROPOSED WELL LOCATION
- EXISTING WELL LOCATION
- EXISTING RESIDENCE
- EXISTING BUILDING
- EXISTING WATER WELL

0 75' 150'
1" = 150'
2' CONTOURS

NOTE:
THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

SITE DEVELOPMENT PLAN

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Kerr-McGee Oil & Gas Onshore LP
1099 18th Street
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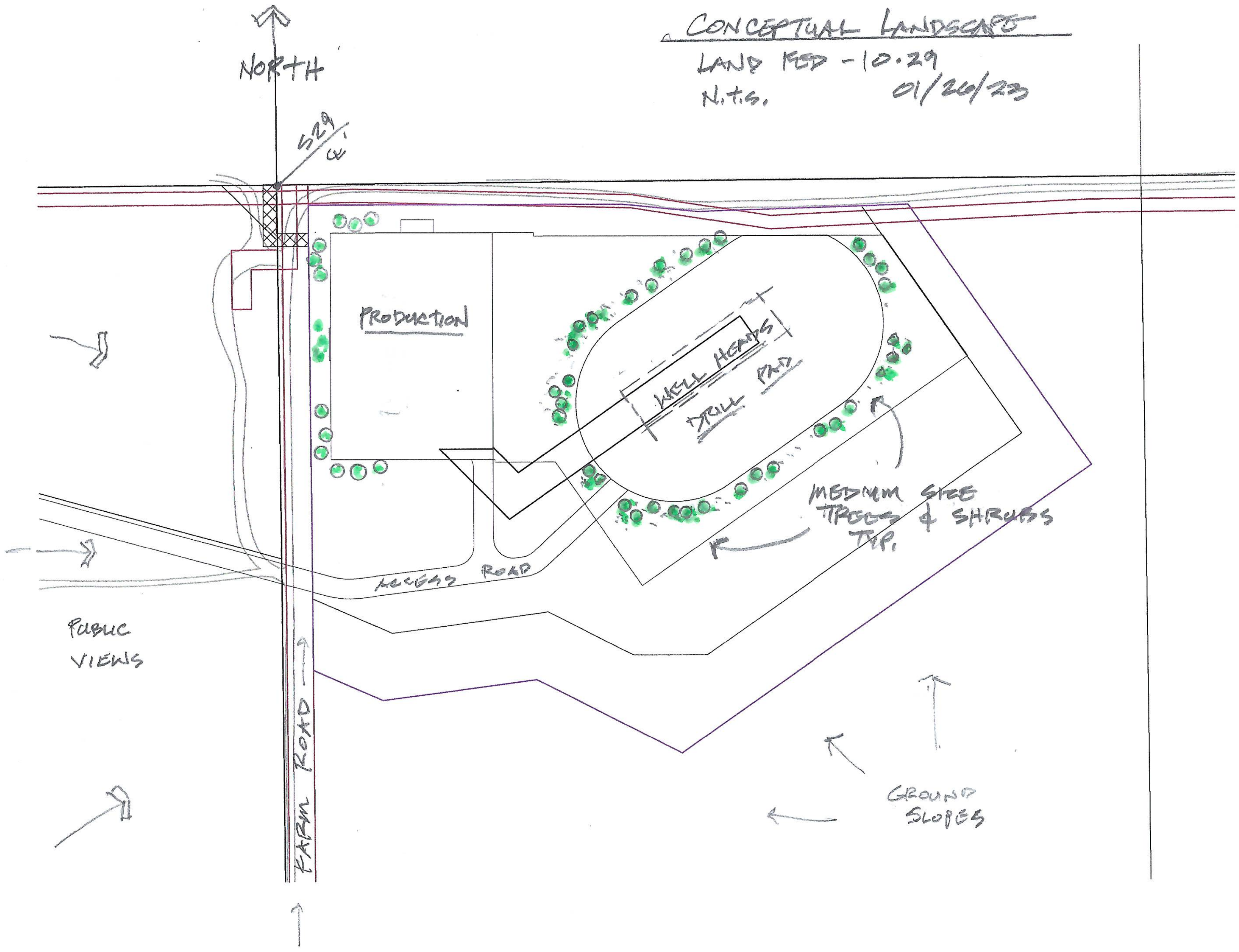
SCALE: 1" = 150'		PAGE	2 OF 2
JOB: 14-136		DATE:	9/19/22
DRAFTED BY: MLD		REVISED:	1/20/23

K:\ANADARKO\2014\14-136_LLOYD_LAND_SEC_29_T2N_R66W\DWG\USR_MASTER_PLAN\LAND_FED_USR_SITE_PLAN.dwg, 1/20/2023 4:01:07 PM, marcus


CONCEPTUAL LANDSCAPE
LAND FED - 10.29
N.T.S.
01/26/23
NORTH
PRODUCTION
WELL HEADS
DRILL PAD
MEDIUM SIZE TREES & SHRUBS TYP.
ACCESS ROAD
PUBLIC VIEWS
FARM ROAD
GROUND SLOPES

CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the ___10th __ day of __January__, 2023, a true and correct copy of the foregoing Notice of Public Hearings for the ___Land Fed 10-29HZ Oil and Gas Special Use Permit__ was sent via United States Mail, postage pre-paid, to the following addresses:

ALE PARTNERSHIP
C/O BUCKNER WADSWORTH &
ASSOCIATES LLP

36 S 18TH AVE STE F
BRIGHTON, CO 806012452

VYNCKIER LIVING TRUST
13786 COUNTY ROAD 18
FORT LUPTON, CO 806219206

MCINTOSH FARM CO LLLP
11910 RIVERDALE RD
BRIGHTON, CO 806028142

MCINTOSH FARM CO LLLP
11910 RIVERDALE RD
BRIGHTON, CO 806028142

ALE PARTNERSHIP
C/O BUCKNER WADSWORTH &
ASSOCIATES LLP
36 S 18TH AVE STE F
BRIGHTON, CO 806012452

BRANDT ROBERT EUGENE
13971 COUNTY ROAD 16
FORT LUPTON, CO 806219215

FEHRN WILLIAM WALTER JR
1861 14TH ST
FORT LUPTON, CO 806218722

NORTH STATE REAL ESTATE LLC
2889 LOWERY ST
WINSTON SALEM, NC 271016127

Clay Hartley
City Official

Fort Lupton
COLORADO

Planning & Building

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

Sign Posting Affidavit
Land Fed 10-29HZ Special Use Permit
Project No. LUP2022-0025;
Plan Nos. SUP2022-0003

Facing South

Facing South

I, Matt Wells hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 10 day of January, 2023.

Matt Wells

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Leslie Miranda, this 20th day of January, 2023. Witness my hand and seal.

My commission expires October 3, 2026.

Leslie Miranda

Notary Public

LESLIE MIRANDA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144038677
MY COMMISSION EXPIRES OCTOBER 3, 2026

From:	Jean Schaffer
To:	Clay Hartley
Subject:	Legal Proof: FLP770 Public Hearing
Date:	Thursday, December 29, 2022 10:34:08 AM
Attachments:	AdProof_36895.pdf

Hi Clay Hartley,

Here is your legal notice.

See an attached prepress proof of the notice. Please carefully proof this, including the case number and make sure it's all accurate. Let me know if you need changes or anything else.

Total due: $26.56 We will invoice your firm or business
Order No.: 36895
Advertiser No.: 16441

Description: FLP770 Public Hearing
Run dates: FLP: 1/5/2023

And finally, an affidavit of publication will be mailed (via US mail) to you after the notice finishes its run. Expect them within a week following the last run on 1/5/2023. You will need to file it with the court.

In addition to the prepress proof, please verify your address here:
City of Fort Lupton Legals***
130 S McKinley Avenue
Fort Lupton CO 80621

If you have decided you don't need the notice, please tell us so it can be canceled. Thanks.

Thank you for publishing your legal notice with Colorado Community Media! We appreciate your business.

Thank you,
Jean Schaffer

Jean Schaffer • Legal Specialist • 303-566-4123

Please send any replies to legals2@coloradocommunitymedia.com OR jschaffer@coloradocommunitymedia.com

You can use our link to pay online:
https://secure.goemerchant.com/secure/custompayment/cocommmedia/14596/default.aspx?

Christmas / New Year;

Christmas, closed Monday Dec. 26th, pub date: Dec. 29th
Sales deadline: Tues. Dec. 20th

New Years, closed Mon. Jan. 2, 2023, pub date: Jan. 5th
Sales deadline: Wed. Dec. 28th

Colorado Community Media publishes legal notices for the following counties:
Adams, Arapahoe, Clear Creek, Denver, Douglas, Elbert, Jefferson and Weld Counties

OFFICE ADDRESS: 750 W. Hampden Ave., Suite 225
Englewood, Colorado, 80110

AFFIDAVITS are sent every Thursday for all legal notices that FINISH publishing that week. They are sent via US mail (unless prior arrangements have been made) and most often arrive within a seven-day window. Please watch for the affidavit as we generally charge to replace the affidavits. If you need a replacement affidavit or have questions concerning one, please contact Carla Bethke at 303-566-4082.

Public Notice

CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a Special Use Permit referred to as the Land Fed 10-29HZ Oil and Gas Special Use Permit, located 0.5 mile north of County Road 16 and approximately 0.6 miles east of Highway 85 in Fort Lupton, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the **Planning Commission on Thursday, January 26, 2023, at 6:00 P.M.,** and before the **City Council on Tuesday, February 7, 2023, at 6:00 P.M.** or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall is closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

Further information is available through the City Planning and Building Department at (303) 857-6694.

ALL INTERESTED PERSONS MAY ATTEND.
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE CITY OF FORT LUPTON, COLORADO IN THE WEST HALF OF THE SOUTHEAST QUATER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

Legal Notice No. FLP770
First Publication: January 5, 2023
Last Publication: January 5, 2023
Publisher: Fort Lupton Press

City Council Meeting
Date: February 7, 2023
Staff: Andy Ausmus,
City Attorney &
Butler Snow LLP

AM 2023-030
Public Hearing☐

SUBJECT FOR DISCUSSION

Adopting an Ordinance Authorizing the Issuance of the City of Fort Lupton, Colorado, General Obligation Bonds, Series 2023 and Declaring an Emergency on Second and Final Reading

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton issued bonds in 2002 to construct the recreation center, and those bonds were refunded in 2011 and matured on December 1, 2022.The City asked the voters at a November 2022 election whether it could extend the tax that they were paying for those bonds and issue new bonds to complete more improvements to the Rec Center (Phase II). The Election was successful.

The first step in issuing bonds is for the Council to approve an authorizing ordinance. That ordinance sets out the parameters of the ballot question – i.e. the new bonds cannot exceed $10 million principal amount, with a $18,240,000 total repayment cost (principal and interest) and $608,000 maximum annual tax increase. The bonds are General Obligation Bonds and the City will impose an ad valorem property tax in each year sufficient to pay the bonds back, but that annual tax revenue cannot exceed $608,000 annually, which is the tax increase that was approved by the voters in 2002 and is being extended.

The ordinance authorizes the mayor and the city administrator to approve the pricing of the bonds (subject to the voted restrictions) and to enter into agreements relating to the sale of the bonds. It is currently expected that the bonds will be sold on March 22 and the funds will be available to the City by April 5.

FINANCIAL CONSIDERATIONS

Every year as part of the budget process, Finance calculates the mill levy needed for the following years debt service. The last debt payment on the construction bond was made November 30, 2022, the 2021 valuations provided by the Weld County Assessor equaled $242,057,526, the mill levy calculation for the Recreation Center Construction Bond equaled 2.054 mills, and revenue collected equaled $497,186.

Based on Weld County Assessors valuations, future debt mill levies will increase or decrease as needed to meet the annual debt payments on the new bonds but will never exceed the voter approved revenue limit of $608,000.

LEGAL/POLITICAL CONSIDERATIONS

This issue is required to be addressed in this manner by the Taxpayer's Bill of Right's (TABOR).

ALTERNATIVES/OPTIONS

1. Do not issue the bonds; however the voters approved the project.
2. Issue the bond as stated in the Ordinance.

STAFF RECOMMENDATIONS

Staff recommends approval of the bond ordinance and supporting documentation.

Certification of Council Approval:
Ordinance No. _______________ _________________________ City Clerk ___________ Date
Resolution No. _______________

Attachments:

a. Bond Ordinance
b. Bond Purchase Agreement
c. Continuing Disclosure Certificate
d. Registrar-Paying Agent Agreement

ORDINANCE NO. 2023-[___]

INTRODUCED BY: ______________________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AUTHORIZING THE ISSUANCE OF THE CITY OF FORT LUPTON, COLORADO, GENERAL OBLIGATION BONDS, SERIES 2023 AND DECLARING AN EMERGENCY ON SECOND AND FINAL READING.

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

Section 1. **Definitions**. Terms used in this Ordinance shall have the meanings specified in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof, supplemental hereto or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication otherwise requires. All definitions include the singular and plural and include all genders. Certain terms are parenthetically defined elsewhere herein.

Bonds: the City of Fort Lupton, Colorado, General Obligation Bonds, Series 2023, as authorized by this Ordinance.

Bond Fund: the City of Fort Lupton, Colorado, General Obligation Bonds, Series 2023 Bond Fund created pursuant to Section 13.A. of this Ordinance.

Business Day: a day on which banks located in the City are not required or authorized to be closed and on which The New York Stock Exchange is not closed.

City Administrator: duly appointed and acting administrator of the City.

City: the City of Fort Lupton, Colorado.

City Clerk: the City Clerk of the City or, in his or her absence, the deputy City Clerk of the City.

City Council: the City Council of the City or any successor in functions thereto.

Continuing Disclosure Certificate: the Continuing Disclosure Certificate executed by the City in connection with the issuance of the Bonds, which constitutes an undertaking pursuant to Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission.

County: Weld County, Colorado.

C.R.S.: the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

DTC: The Depository Trust Company, New York, New York, and its successors and assigns.

Election: the election held within the City on November 8, 2022.

Federal Securities: only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or ownership interests in any of the foregoing) and which are not callable prior to their scheduled maturities by the issuer thereof (or an ownership interest in any of the foregoing).

Letter of Representations: the letter of representations from the City to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC.

Mayor: the Mayor of the City.

Official Statement: the Official Statement delivered in connection with the original pricing and sale of the Bonds.

Ordinance: this Ordinance of the City, which provides for the issuance and delivery of the Bonds.

Outstanding: as of any date of calculation, all Bonds theretofore executed, issued and delivered by the City except:

(1) Bonds theretofore canceled by the City, Registrar or Paying Agent, or surrendered to the City, Registrar or Paying Agent for cancellation;

(2) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the City and authenticated by the Registrar unless proof satisfactory to the Registrar is presented that any such Bonds are duly held by the lawful registered owners thereof; or

(3) Bonds deemed to have been paid as provided in Section 18 hereof.

Owner or Registered Owner: the registered owner of any Bond as shown on the registration records kept by the Registrar.

Paying Agent: UMB Bank, n.a., or its successors and assigns, acting as paying agent with respect to the Bonds.

Person: any individual, firm, partnership, corporation, company, association, joint-stock association or body politic; and the term includes any trustee, receiver, assignee or other similar representative thereof.

Preliminary Official Statement: the Preliminary Official Statement relating to the Bonds.

Principal Operations Office: the principal operations office of the Registrar or Paying Agent, as the case may be, as designated in writing to the City.

Project: means the construction and equipping of phase two of the original design of the recreation center to include, but not limited to, an expansion of the gymnasium, fitness center and aquatics area as approved by the electors of the City at the Election and payment of the costs of issuance of the Bonds.

Project Fund: the City of Fort Lupton, Colorado, General Obligation Bonds, Series 2023 Project Fund created pursuant to Section 12 of this Ordinance.

Purchase Contract means the Bond Purchase Agreement between the City and the Underwriter.

Record Date: means the fifteenth day (whether or not a Business Day) of the calendar month immediately preceding such interest payment date.

Registrar: UMB Bank, n.a., or its successors and assigns, acting as registrar with respect to the Bonds.

Registrar and Paying Agent Agreement: the Registrar and Paying Agent Agreement between the City and the Registrar.

Sale Certificate: the certificate executed by the Mayor or the City Administrator dated on or before the date of delivery of the Bonds, setting forth (i) the rates of interest on the Bonds, (ii) the conditions on which and the prices at which the Bonds may be called for redemption; (iii) the existence and amount of any capitalized interest or reserve fund; (iv) the price at which the Bonds will be sold; (v) the principal amount and denominations of the Bonds; (vi) the amount of principal of the Bonds maturing on each date; (vii) the dates on which principal and interest will be paid and the first interest payment date; and (viii) whether the payment of principal of and interest on the Bonds will be secured by a municipal bond insurance policy, all subject to the parameters and restrictions contained in this Ordinance.

Special Record Date: a special date fixed to determine the names and addresses of registered owners for purposes of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 5 hereof.

State: the State of Colorado.

Supplemental Act: the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S.

Tax Code: the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and any regulations promulgated thereunder.

Term Bonds: Bonds that are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

Underwriter: Stifel, Nicolaus and Company, Incorporated, Denver, Colorado.

Section 2. Recitals.

A. The City is a political subdivision of the State, duly organized and existing as a statutory city under the laws of the State.

B. The members of the City Council have been duly elected and qualified.

C. Pursuant to Section 31-15-302(1)(d)(I), C.R.S., the City is authorized to contract indebtedness on behalf of the City and upon the credit thereof by issuing bonds for any public purpose subject to the approval of the registered electors of the City at an election.

D. At the Election, the voters within the City approved the issuance of general obligation bonded indebtedness in an aggregate amount not exceeding $10,000,000 pursuant to the following bond question:

WITHOUT IMPOSING ANY NEW TAX, SHALL CITY OF FORT LUPTON DEBT BE INCREASED $10,000,000 WITH A MAXIMUM TOTAL REPAYMENT COST OF NOT MORE THAN $18,240,000 AND A MAXIMUM ANNUAL REPAYMENT COST OF NOT MORE THAN $608,000 FOR THE PURPOSES OF CONSTRUCTING AND EQUIPPING PHASE TWO OF THE ORIGINAL DESIGN OF THE RECREATION CENTER TO INCLUDE, BUT NOT LIMITED TO, AN EXPANSION OF THE GYMNASIUM, FITNESS CENTER AND AQUATICS AREA; AND SHALL THE TAXES AUTHORIZED AT THE CITY'S ELECTION IN 2002 TO CONSTRUCT THE COMMUNITY RECREATION CENTER BE EXTENDED AND AUTHORIZED TO BE USED TO PAY THE DEBT AUTHORIZED AT THIS ELECTION IN ADDITION TO THE DEBT AUTHORIZED AT SUCH PRIOR ELECTION; AND SHALL THE MILL LEVY BE ESTABLISHED IN ANY YEAR AT A RATE NECESSARY TO GENERATE AN AMOUNT SUFFICIENT TO PAY

THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH DEBT OR ANY REFUNDING DEBT (OR TO CREATE A RESERVE FOR SUCH PAYMENT); AND MAY SUCH DEBT BE EVIDENCED BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OR OTHER MULTIPLE FISCAL YEAR OBLIGATIONS TO BE SOLD IN ONE SERIES OR MORE, FOR A PRICE ABOVE OR BELOW THE PRINCIPAL AMOUNT THEREOF, ON TERMS AND CONDITIONS, AND WITH SUCH MATURITIES AS PERMITTED BY LAW AND AS THE CITY MAY DETERMINE, AND BEARING INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 5.00%; AND SHALL SUCH TAX REVENUES, DEBT PROCEEDS, AND THE EARNINGS FROM THE INVESTMENT OF SUCH DEBT PROCEEDS AND TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

E. The City has not previously authorized or issued any of the debt authorized at the Election.

F. Pursuant to Article X, Section 20(4) of the State Constitution, the Bonds may not be sold on terms which exceed the maximum principal and repayment cost amounts described in the ballot question or in the notice sent to voters, as $10,000,000 maximum principal amount of bonds, $608,000 maximum annual repayment cost, and $18,240,000 maximum total repayment cost.

G. The City Council has determined and hereby declares that it is in the City's best interest to effect the Project.

H. There have been filed with the City Clerk the proposed forms of the following documents: (i) the Registrar and Paying Agent Agreement; (ii) the Continuing Disclosure Certificate; (iii) the Purchase Contract; and (iv) and the Preliminary Official Statement.

I. The City Council desires to cause the Bonds to be issued, to authorize and direct the application of the proceeds thereof as set forth herein, and to provide security for the payment thereof, all in the manner set forth below.

Section 3. **Ratification.** All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council and other officers of the City relating to the Project and the sale and issuance of the Bonds for the purposes provided herein are ratified, approved and confirmed.

Section 4. Authorization of the Bonds.

A. In accordance with the Constitution and laws of the State and the provisions of this Ordinance, and for the purpose of defraying the cost of the Project, the City hereby authorizes to be issued its "City of Fort Lupton, Colorado, General Obligation Bonds, Series 2023," in the aggregate principal amount provided in the Sale Certificate, subject to the parameters and restrictions contained in this Ordinance.

B. Section 11-57-204 of the Supplemental Act provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The City Council hereby elects to apply all of the Supplemental Act to the Bonds.

C. Either the Mayor or the City Administrator is hereby independently authorized and directed to execute and deliver the Sale Certificate and to make and approve the final determinations contained therein, subject to the parameters and restrictions of this Ordinance. Either the Mayor or City Administrator is hereby authorized to determine if obtaining municipal bond insurance is in the best interests of the City, and if so, to select a bond insurer to issue a municipal bond insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment.

Section 5. Bond Details. Subject to the provision of Section 11 hereof, the Bonds shall be issued in fully registered form (i.e., registered as to both principal and interest) initially registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York, as securities depository for the Bonds. The Bonds shall be dated as of the date of delivery, shall be issued in denominations of $5,000 or any integral multiples thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date, and no individual Bond will be issued for more than one maturity) and shall be numbered in such manner as the Registrar may determine.

The Bonds shall mature, bear interest from their dated date to maturity and be sold, all as provided in the Sale Certificate; provided that:

(a) the aggregate principal amount of the Bonds shall not exceed $10,000,000;

(b) the maximum net effective interest rate of the Bonds shall not exceed 5.00% as hereby determined by the City Council;

(c) the Bonds shall mature no later than December 1, 2053;

(d) the purchase price of the Bonds shall not be less than 97%;

(e) the maximum annual repayment cost of the Bonds shall not exceed $608,000;

(f) the maximum total repayment cost of the Bonds shall not exceed $18,240,000; and

(g) the first optional redemption date on the Bonds shall not be later than December 1, 2033 and the optional redemption price shall not exceed 1%.

Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on June 1 and December 1, commencing on the date provided in the Sale Certificate.

The principal of and premium, if any, on any Bond shall be payable to the Registered Owner thereof as shown on the registration records kept by the Registrar at the Principal Operations Office, upon maturity thereof and upon presentation and surrender at the Principal Operations Office of the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the same interest rate borne by said Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to the Registered Owner thereof at the address shown on the registration records kept by the Registrar at the close of business on the Record Date for such interest payment date; but any such interest not so timely paid shall cease to be payable to the person who is the Registered Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the interest payment date for such interest shall be fixed by the Registrar whenever moneys become available at the Paying Agent for payment of the defaulted interest.

Notice of the Special Record Date and the interest payment date for the defaulted interest shall be given to the Registered Owners of the Bonds on a date selected by the Registrar, not less than ten days prior to the Special Record Date, by first-class mail to each such Registered Owner as shown on the Registrar's registration records stating the date of the Special Record Date and the date fixed for the payment of the defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent (provided, however, that the City shall not be required to make funds available to the Paying Agent prior to the interest payment dates stated in the Registrar and Paying Agent Agreement). All such payments shall be made in lawful money of the United States of America without deduction for the services of the Paying Agent or Registrar.

Section 6. Prior Redemption.

A. The Bonds designated in the Sale Certificate will be subject to redemption at the option of the City from any legally available funds on the dates set forth in the Sale Certificate in whole, or in part from any maturities, in any order of maturity and by lot within a maturity from Bonds of the same maturity and interest rate, in such manner as the City may determine (giving proportionate weight to Bonds in denominations larger than $5,000), at the price set forth in the Sale Certificate, subject to the parameters and restrictions of this Ordinance.

B. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Registrar shall proceed to call the Term Bonds (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without other instruction or notice from the City.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund redemption date, the City may (a) deliver to the Registrar for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Registrar at the principal amount thereof on the obligation of the City on such sinking fund redemption date and the principal amount of Term Bonds to be redeemed by operation of such sinking fund on such date will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund redemption date furnish the Registrar with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the preceding sentence are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Registrar's duty to give notice of sinking fund redemption as provided in this paragraph B.

C. In the case of Bonds of a denomination larger than $5,000, a portion of such Bond ($5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

D. Notice of optional redemption by the City shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class, postage prepaid mail, not more than 60 days and not less than 30 days prior to the redemption date to the Underwriter and to each Registered Owner of any Bond all or a portion of which is called for redemption at his address as it last appears on the registration books kept by the Registrar. Failure to give such notice by mailing to the Registered Owner of any Bond or to the Underwriter, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds.

All official notices of redemption shall be dated and shall state:

(1) CUSIP numbers of Bonds to be redeemed;

(2) the redemption date;

(3) the redemption price;

(4) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(5) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(6) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office or such other office as shall be designated by the Paying Agent.

Prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity and interest rate in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Paying Agent in order to comply with the requirements of any registered depository holding the Bonds but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Notwithstanding the provisions of this section, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent.

Section 7. **Form of Bonds, Registrar's certificate of authentication, form of assignment and prepayment panel.** The Bonds, Registrar's certificate of authentication, form of assignment and prepayment panel shall be substantially as follows, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTY OF WELD

CITY OF FORT LUPTON, COLORADO
GENERAL OBLIGATION BOND
SERIES 2023

NO. R- _____ $_________

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
___%	December 1, 20__	_______ __, 2023	

REGISTERED OWNER: CEDE & CO.
PRINCIPAL AMOUNT: ____ DOLLARS

On the faith, credit and behalf of the City of Fort Lupton (the "City"), in the County of Weld, in the State of Colorado, the City Council of the City (the "City Council") hereby acknowledges the City is indebted and promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, interest thereon payable on June 1 and December 1 in each year commencing on [__________], at the Interest Rate per annum specified above, until the principal sum is paid or payment has been provided therefor.

This Bond will bear interest payable to the Registered Owner at the Interest Rate specified above from the most recent interest payment date to which interest has been paid or provided for, or, if no interest has been paid, from the date of this Bond. This Bond is one of an authorized series issued pursuant to an ordinance of the City Council adopted on March 7, 2023 (the "Ordinance"). This Bond bears interest, matures, is payable, and is transferable as provided in the Ordinance and Sale Certificate. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. The Bonds are subject to optional and mandatory sinking fund redemption as provided in the Ordinance and the Sale Certificate.

The principal of the Bonds shall be payable at the Principal Operations Office of the Paying Agent, upon presentation and surrender of such Bonds. Except as otherwise provided in the Ordinance, payment of interest on the Bonds shall be paid by check mailed on the interest payment date to the person appearing on the registration records of the City as the Registered Owner thereof as of the close of business of the Registrar on the Record Date to the address of such owner as it appears on the registration records of the City.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, rights, duties and obligations of the City, the rights of the owners of the Bonds, the rights, duties and obligations of the Paying Agent and Registrar, the circumstances under which any Bond is no longer Outstanding, the ability to amend the Ordinance, and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

The Bonds of the series of which this is one are issued by the City, upon its behalf and upon the credit thereof, for the purpose of defraying in part the costs of the Project, all under the authority of and in full conformity with the Constitution and laws of the State of Colorado and pursuant to the Ordinance of the City Council duly adopted and made a law of the City prior to the issuance of this Bond. The Bonds are also issued pursuant to Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act"). Pursuant to Section 11-57-210 of the Supplemental Act, this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officers of the City in the issuance of this Bond; that the total indebtedness of the City, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of Colorado; and that provision has been made for the levy and collection of annual taxes sufficient to pay the interest on and the principal of this Bond when the same become due.

This Bond constitutes a general obligation of the City and the full faith and credit of the City hereby is pledged to the payment of this Bond. The payment of the Bonds is also secured by a pledge of certain impact fees more fully set forth in the Ordinance. For the purpose of paying the principal of and interest on the Bonds when due, the City Council in the Ordinance has covenanted annually to determine and certify to the Board of County Commissioners of Weld County, Colorado, a rate of levy for general ad valorem taxes, without limitation as to rate or amount, on all of the taxable property in the City, sufficient to pay the principal of and interest on the Bonds when due.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the City Council of the City of Fort Lupton, Colorado has caused this Bond to be signed and executed in its name with a manual or facsimile signature of the Mayor of the City, and to be signed, executed and attested with a manual or facsimile signature of the City Clerk, with a manual or facsimile impression of the seal of the City affixed hereto, all as of the date specified above.

(Manual or Facsimile Signature)
Mayor

(MANUAL OR FACSIMILE SEAL)
Attest:

(Manual or Facsimile Signature)
City Clerk

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication)

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

UMB BANK, N.A.,
as Registrar

Date of Authentication
and Registration:

By:___________________________________
Authorized Officer or Employee

____

(End of Form of Registrar's Certificate of Authentication)

(Form of Prepayment Panel)

The following installments of principal (or portion thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance authorizing the issuance of this Bond.

Date of Prepayment	Principal Prepaid	Signature of Authorized Representative of the Depository

(End of Form of Prepayment Panel)

(Form of Assignment)

For value received, the undersigned hereby sells, assigns and transfer unto ________________________ the within bond and hereby irrevocably constitutes and appoints ________________________ attorney, to transfer the same on the books of the Registrar, with full power of substitution in the premises.

Dated: ________________________

____
Signature

Signature Guaranteed:

____
Signature must be guaranteed by a member of a Medallion Signature Program

Address of Transferee:

____

____

____

Social Security or other tax identification number of transferee:

____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment)

Section 8. **<u>Uniform Commercial Code</u>**. The holder or holders of the Bonds shall possess all rights enjoyed by the holders of investment securities under the provisions of the Uniform Commercial Code--Investment Securities. The Bonds shall constitute the general obligations of the City and the full faith and credit of the City shall be, and hereby is, pledged to the payment thereof.

Section 9. **<u>Execution and Authentication</u>**. The Bonds shall be executed in the name and on behalf of the City by the signature of the Mayor, shall be sealed with a manual or facsimile impression of the seal of the City and attested by the signature of the City Clerk. Each Bond shall be authenticated by the manual signature of an authorized officer or employee of the Registrar as provided below. The signatures of the Mayor and the City Clerk may be by manual or facsimile signature. The Bonds bearing the manual or facsimile signatures of the officers in office at the time of the authorization thereof shall be the valid and binding obligations of the City (subject to the requirement of authentication by the Registrar as provided below), notwithstanding that before the delivery thereof and payment therefor or before the issuance of the Bonds upon transfer or exchange, any or all of the persons whose manual or facsimile signatures appear thereon shall have ceased to fill their respective offices. The Mayor and the City Clerk shall, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures any facsimiles thereof appearing on the Bonds. At the time of the execution of the signature certificate, the Mayor and the City Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form provided above, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by the Registrar if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to the provisions of this Ordinance.

Section 10. Registration, Transfer and Exchange. Subject to the provisions of Section 11 hereof:

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar, which is hereby appointed by the City as registrar (i.e., transfer agent) for the Bonds. Upon the surrender for transfer of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall enter such transfer on the registration records and shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity and interest rate in authorized denominations. The Registrar shall authenticate and deliver a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. The Registrar may impose reasonable charges in connection with such exchanges and transfers of Bonds, which charges (as well as any tax or other governmental charge required to be paid with respect to such exchange or transfer) shall be paid by the registered owner requesting such exchange or transfer.

B. Except as may otherwise be provided with respect to payment of interest pursuant to Section 5 hereof, the person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes; except as may be otherwise provided in Section 5 hereof with respect to payment of interest; and, subject to such exception, payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it and the City may reasonably require, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed, or mutilated Bond shall have matured or is about to become due and payable, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

D. The officers of the City are authorized to deliver to the Registrar fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the City.

Section 11. Book Entry.

A. Notwithstanding any contrary provision of this Ordinance, the Bonds shall initially be evidenced by one or more Bonds for each maturity bearing the same rate of interest in denominations equal to the aggregate principal amount of the Bonds for that maturity bearing the same rate of interest. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for DTC, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of DTC or its nominee, which successor must be both a "clearing corporation" as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of DTC or a successor or new depository under clause (1) or this clause (2) of this paragraph A, or a determination by the Board of Trustees that DTC or such successor or a new depository is no longer able to carry out its functions, and the designation by the City Council of another depository acceptable to the City Council and to the depository then holding the Bonds, which new depository must be both a "clearing corporation" as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of DTC or such successor new depository; or

(3) upon the resignation of DTC or a successor or new depository under clause (1) above or designation of a new depository pursuant to clause (2) above, or a determination of the City Council that DTC or such successor or depository is no longer able to carry out its functions, and the failure by the City Council, after reasonable investigation, to locate another depository under clause (2) to carry out such depository functions.

B. In the case of a transfer to a successor of DTC or its nominee as referred to in clause (1) or (2) of subsection A hereof, upon receipt of the outstanding Bonds by the Registrar together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity and interest rate of the Bonds then Outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of subsection A hereof and the failure after reasonable investigation to locate another qualified depository for the Bonds as provided in clause (3) of subsection A hereof, and upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in denominations of $5,000 or any integral multiple thereof shall be issued in authorized amounts, registered in the names of such Persons, and in such authorized denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The City Council and the Registrar shall be entitled to treat the Registered Owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the City Council and the Registrar shall have no responsibility for transmitting payments or notices to the Beneficial Owners of the Bonds held by DTC or any successor or new depository named pursuant to subsection A hereof.

D. The City Council and the Registrar shall endeavor to cooperate with DTC or any successor or new depository named pursuant to clause (1) or (2) of subsection A hereof in effectuating payment of the principal amount of the Bonds upon maturity or prior redemption by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Upon any partial redemption of any of the Bonds, Cede & Co. (or its successor) in its discretion may request the City to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Registrar prior to payment. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

Section 12. <u>Delivery of Bonds and Disposition of Proceeds</u>. When the Bonds have been duly executed by appropriate City officers and authenticated by the Registrar, the City shall cause the Bonds to be delivered to the Underwriter on receipt of the agreed purchase price. The Bonds shall be delivered in such denominations as the Underwriter shall direct (but subject to the provisions of Sections 10 and 11 hereof).

The proceeds of the sale of the Bonds shall be deposited promptly by the City and shall be accounted for in the following manner and are hereby pledged therefor, but the Underwriter or any subsequent Owner in no manner shall be responsible for the application or disposal by the City or any of its officers of any of the funds derived from the sale of the Bonds:

There shall be credited to the City of Fort Lupton, Colorado, General Obligation Bonds, Series 2023 Project Fund (the "Project Fund") which is hereby created, all moneys from the sale of the Bonds which shall be applied in a manner consistent with Section 15(A) hereof, to payment of the cost of the Project, including, without limitation, the incidental expenses incurred by the City as a part of the cost of the Project, the costs of issuance of the Bonds, and, at the direction of the Board, interest on the Bonds.

Section 13. <u>Payment of Principal and Interest</u>.

A. The interest and principal, if any, falling due on the Bonds prior to the time when sufficient proceeds of a levy therefor are available shall be paid out of the general revenues of the City or other moneys available therefor. For the purpose of reimbursing any such general revenues so used for principal and interest and to meet the principal and interest payments accruing thereafter, as the same shall become due, there shall be levied by the Board of County Commissioners for the County, on all taxable property in the City, in addition to all other taxes, direct annual taxes unlimited as to rate and in an amount sufficient to pay principal and interest on the Bonds when due, promptly as the same respectively become due. The taxes when collected shall be deposited in the City of Fort Lupton, Colorado, General Obligation Bonds, Series 2023 Bond Fund (the "Bond Fund"), which is hereby created, and held by the City, to be applied solely for the purpose of the payment of interest and principal on the Bonds, and for no other purpose whatever, until the indebtedness so contracted under this Ordinance, principal and interest, shall have been fully paid, satisfied, and discharged; the City may apply any other funds that may be in the treasury of the City and available for that purpose to the payment of interest or principal as the same respectively become due, and to that extent the levy or levies herein provided for may thereupon be diminished. The levies may also be diminished to the extent that funds are not needed as a result of prior redemption in accordance with the terms of this Ordinance.

Said direct annual taxes levied to pay said principal and interest shall be in addition to any and all other taxes levied to effect the purposes of the County or the City. No statutory or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to levy ad valorem taxes on property within the City, without limitation of rate and in an amount sufficient to pay the principal of and interest on the Bonds when due. Any changes in the boundaries of the City subsequent to the delivery of the Bonds shall be effected in such a manner as to fully preserve and protect the rights of the owners of the Bonds.

B. The foregoing provisions of this Ordinance and the Sale Certificate are hereby declared to be the certificate of the Board to the Board of County Commissioners of the County, showing the aggregate amount of taxes to be levied by the Board of County Commissioners from time to time, as required by law, for the purpose of paying the principal of the bonded indebtedness and the interest thereon as the same shall hereafter accrue.

Section 14. **Tax Levy**. It shall be the duty of the City Council annually at the time and in the manner provided by law for levying other taxes, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of taxes; and the City Council shall require the officers of the City to levy, extend and collect such taxes on property within the City, in the manner provided by law for the purpose of creating a fund for the payment of the principal of the

Bonds and the interest accruing thereon. Such taxes, when collected, shall be kept for and applied only to the payment of the interest and principal of the Bonds as hereinbefore specified.

Said taxes shall be levied, assessed, collected and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State, and when collected said taxes shall be paid to the City as provided by law. In the event any of the levies or the charges that may be made by the City shall fail to produce an amount sufficient to pay the interest on and the principal of the City's general obligation indebtedness becoming due in the next succeeding year, the deficit shall be made up in the next levy, and taxes shall continue to be levied until the City's general obligation indebtedness and the interest thereon shall be paid in full. The City Council shall take all necessary and proper steps to enforce promptly, or to cause the appropriate officials of the County, to enforce promptly, the payment of taxes levied.

Section 15. <u>Covenants with Registered Owners</u>.

A. The City covenants for the benefit of the Registered Owners that it will not take any action or omit to take any action with respect to the Bonds, the proceeds of the Bonds, any other funds of the City or the facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause the interest on the Bonds to lose its exclusion from alternative minimum taxable income for federal income tax purposes under Section 55(b)(2) of the Tax Code, except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income, or (iii) would cause interest on the Bonds to lose the exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and State law have been met.

B. The City further covenants for the benefit of the Registered Owners of the Bonds that the City will annually prepare or cause to be prepared a budget and an audit report, and will annually file or cause to be filed with the appropriate agency of the State a copy of its adopted budget, its appropriation ordinance and its audit report, all in accordance with the then applicable laws of the State.

C. The City covenants that it will not take any action or fail to take any action which action or failure to act would release any property which is included within the boundaries of the City at any time from liability for the payment of direct annual taxes levied by the City for the payment of the principal or interest on the Bonds.

D. The City covenants for the benefit of the Owners from time to time that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate which will be executed by City officers in connection with the delivery of the Bonds. Any Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligation under this subsection; provided that the City shall incur no pecuniary liability for failure to comply with this subsection.

Section 16. Investment. Any moneys in any fund or account established by this Ordinance may be deposited, invested or reinvested in any manner permitted by law. Such deposits or investments shall either be subject to redemption at any time at face value by the holder thereof at the option of such holder, or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the fund in question.

Section 17. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The revenues pledged for the payment of the Bonds, as received by or otherwise credited to the City, shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the revenues pledged for payment of the Bonds and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the City, except for any general obligation indebtedness of the City currently outstanding or any general obligation indebtedness issued on a parity with the Bonds. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

Section 18. **Defeasance.** If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall, prior to the maturity or redemption date thereof, be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 6 hereof notice of redemption of such Bond on said redemption date, such notice to be given in accordance with the provisions of Section 6 hereof, (b) there shall have been deposited with the Paying Agent or a commercial bank exercising trust powers either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other commercial bank exercising trust powers at the same time, shall be sufficient to pay when due the principal of and interest due and to become due on said Bond on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 6 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other commercial bank exercising trust powers and that payment of said Bond has been provided for in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of and interest due on said Bond. Neither such securities nor moneys deposited with the Paying Agent or other commercial bank exercising trust powers pursuant to this section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest due on said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the principal of and interest to become due on said Bond on or prior to such redemption date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other commercial bank exercising trust powers.

The release of the obligations of the City under this section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this section with respect to all Bonds Outstanding, this Ordinance may be discharged in accordance with the provisions of this section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers as provided in this section.

Section 20. **Delegated Powers**. The officers of the City hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limiting the generality of the foregoing, the printing of the Bonds, the procuring of bond insurance, if any, entering into and executing appropriate agreements with the Registrar and Paying Agent as to its services hereunder, and the execution of such certificates as may be required by the Underwriter, including, but not necessarily limited to, the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

The form, terms and provisions of the Registrar and Paying Agent Agreement, the Purchase Contract and the Continuing Disclosure Certificate are hereby approved, and the City shall enter into and perform its obligations under the Registrar and Paying Agent Agreement, the Purchase Contract and the Continuing Disclosure Certificate in substantially the forms of such documents as are on file with the City Clerk, with only such changes therein as are required by the circumstances and are not inconsistent herewith. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such documents as required hereby. The City Administrator or Mayor has the independent authority to make determinations in relation to the Bonds contained in the Sale Certificate subject to the parameters and restrictions contained in Section 5 of this Ordinance and has the authority to accept and execute the Purchase Contract and the Sale Certificate based on such determinations.

Section 21. **Official Statement.** The distribution and use of the Preliminary Official Statement is in all respects hereby ratified, approved and confirmed. The Underwriter is authorized to prepare or cause to be prepared, and the Mayor is authorized and directed to approve, on behalf of the City, an Official Statement for use in connection with the offering and sale of the Bonds. The execution of the Official Statement by the Mayor shall be conclusively deemed to evidence the approval of the form and contents thereof by the City.

Section 22. **Replacement of Registrar or Paying Agent**. The Registrar or Paying Agent may resign at any time on 30 days' prior written notice to the City. The City may remove said Registrar or Paying Agent upon 30 days' prior written notice to the Registrar and/or Paying Agent, as the case may be. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the City shall replace such Registrar or Paying Agent, the City may, upon notice mailed to each owner of any Bond at his address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. Every such successor Registrar or Paying Agent shall be a bank or trust company having a shareowner's equity (e.g., capital, surplus, and undivided profits), however denominated, of not less than $25,000,000. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

Section 23. **No Recourse against Officers and Agents**. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the City Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bonds. Such recourse shall not be available either directly or indirectly through the City Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

Section 24. **Bond Insurer as Owner**. So long as the issuer of a municipal bond insurance policy, if any, is not then in default under such bond insurance policy, it shall be deemed to be the Owner of all Bonds insured by it for purposes of exercising remedies, waiving defaults, or granting consents pursuant to this Ordinance.

Section 25. **Conclusive Recital**. Pursuant to Section 11-57-210 of the Supplemental Act, the Bonds shall contain a recital that they are issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 26. **Limitation of Actions.** Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

Section 27. **Severability**. If any one or more sections, sentences, clauses or parts of this Ordinance shall for any reason be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses or parts of this Ordinance so held unconstitutional or invalid, and the inapplicability and invalidity of any section, sentence, clause or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.

Section 28. **Repealer.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 29. **Amendment.** After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the owners of the Bonds and shall be and remain irrepealable until the Bonds and the interest thereon have been fully paid, satisfied and discharged.

A. The City may, without the consent of, or notice to the owners of the Bonds, adopt such ordinances supplemental hereto (which supplemental amendments shall thereafter form a part hereof) for any one or more or all of the following purposes:

(1) to cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Ordinance, or to make any provisions with respect to matters arising under this Ordinance or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the owners of the Bonds;

(2) to subject to the lien of this Ordinance additional revenues, properties or collateral;

(3) to grant or confer upon the Registrar for the benefit of the registered owners of the Bonds any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the registered owners of the Bonds; or

(4) to qualify this Ordinance under the Trust Indenture Act of 1939.

B. Exclusive of the amendatory ordinances permitted by Paragraph A of this section, this Ordinance may be amended or supplemented by ordinance adopted by the City Council in accordance with the law, without receipt by the City of any additional consideration; provided, however, that, without the written consent of the owners of all of the Bonds adversely affected thereby, no such ordinance shall have the effect of permitting:

(1) An extension of the maturity of any Bond authorized by this Ordinance; or

(2) A reduction in the principal amount of any Bond or the rate of interest thereon; or

(3) A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or

(4) The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Ordinance; or

(5) The modification of or otherwise affecting the rights of the owners of less than all of the Bonds then Outstanding.

Copies of any waiver, modification or amendment to this Ordinance shall be delivered to any entity then maintaining a rating on the Bonds.

Section 30. **Holidays.** If the date for making any payment or the last date for performing any act or exercising any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the city in which is located the Principal Office of the Registrar and Paying Agent are authorized by law to remain closed, such payment may be made, act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

Section 31. **Ordinance Irrepealable**. After any of the Bonds herein authorized are issued, this Ordinance shall constitute a contract between the City and the owners of the Bonds, and shall be and remain irrepealable until the Bonds and interest thereon shall be fully paid, canceled and discharged as herein provided.

Section 32. **Disposition of Ordinance**. This Ordinance, as adopted by the City Council shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the Mayor and City Clerk, and by the certificate of publication.

Section 33. **Emergency Declaration**. It is hereby found and determined by the City Council that: (i) the construction and acquisition of the Project is necessary in the public interest in order to properly and safely serve the City and its residents; (ii) the long-term financing of the Project by the issuance of the Bonds is necessary in order to reduce the costs of the Project. As a result of the foregoing, the City Council hereby declares that an emergency exists, and that this Ordinance is necessary to the immediate preservation of the public health and safety, all in accordance with §31-16-105, C.R.S.

Section 34. **Electronic Signatures; Electronic Transactions**. Any of the Mayor, City Administrator, City Clerk, Finance Director, or other employee or official of the District that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Resolution (collectively, the "Authorized Documents") is hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 35. **Effective Date**. This Ordinance shall be in full force and effect immediately following adoption on second and final reading.

INTRODUCED, READ AND ADOPTED ON FIRST READING AND ORDERED PUBLISHED THIS 7TH DAY OF FEBRUARY, 2023.

Published in: Fort Lupton Press

Publication date: February 16, 2023

FINALLY ADOPTED AS AN EMERGENCY ORDINANCE ON SECOND READING AND ORDERED PUBLISHED BY TITLE THIS 7TH DAY OF MARCH, 2023.

Published in: Fort Lupton Press

Publication date: March 16, 2023

[CITY SEAL]

By: ___________________________________
Zo Stieber-Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to Form:

____
Andrew Ausmus, City Clerk

STATE OF COLORADO)
)
COUNTY OF WELD) SS.
)
CITY OF FORT LUPTON)

I, Maricela Peña, the City Clerk of the City of Fort Lupton, Colorado (the "City") do hereby certify:

1. The foregoing pages are a true, correct, and complete copy of an ordinance concerning the City's General Obligation Bonds, Series 2023 (the "Bond Ordinance") adopted by the City Council of the City constituting the governing body of the City (the "City Council"), at a regular meeting of the Board, by vote had and taken at an open, regular meeting of the City Council held at the City Hall, in Fort Lupton, Colorado, on February 7, 2023 and an open, regular meeting of the City Council held at the City Hall, in Fort Lupton, Colorado, on March 7, 2023, each convening at the hour of 7:00 p.m., as recorded in the regular book of official records of the proceedings of said City kept in my office.

2. The adoption of the Ordinance on first reading was duly moved and seconded and the Ordinance was adopted by an affirmative vote of a majority of the members of the City Council at the regular meeting of the City Council on February 7, 2023, as follows:

Name	"Yes"	"No"	Absent	Abstain
Zo Stieber-Hubbard, Mayor				
Valerie Blackston, Ward 1				
David Crespin, Ward 1				
Chris Ceretto, Ward 2				
Claud Hanes, Ward 2				
Carlos Barron, Ward 3				
Bruce Fitzgerald, Ward 2				

3. The adoption of the Ordinance on second and final reading as an emergency ordinance was duly moved and seconded and the Ordinance was adopted by an affirmative vote of a 3/4 of the members of the City Council (6 affirmative votes of 7) at the special meeting of the City Council on March 7, 2023, as follows:

Name	"Yes"	"No"	Absent	Abstain
Zo Stieber-Hubbard, Mayor				
Valerie Blackston, Ward 1				
David Crespin, Ward 1				
Chris Ceretto, Ward 2				
Claud Hanes, Ward 2				
Carlos Barron, Ward 3				
Bruce Fitzgerald, Ward 2				

4. The members of the City Council were present at the meeting and voted on the passage of such Ordinance as set forth above.

5. There are no bylaws, rules, or regulations of the City Council which might prohibit the adoption of said Ordinance.

6. That notices of the regular meeting on February 7, 2023 and regular meeting on March 7, 2023, in the forms attached hereto as **Exhibit A**, were posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

7. The Ordinance was published in the *Fort Lupton Press*, a newspaper of general circulation in the City, after its first and second readings, in accordance with the laws of the State. The affidavits of publication are attached hereto as **Exhibit B**.

[*Remainder of page left blank intentionally*]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this 7th day of March, 2023.

Maricela Peña, City Clerk

(SEAL)

EXHIBIT A

(Attach Meeting Notices)

EXHIBIT B

(Attach Affidavits of Publication)

67172120.v1

CITY OF FORT LUPTON, COLORADO
GENERAL OBLIGATION BONDS
SERIES 2023

BOND PURCHASE AGREEMENT

[_________], 2023

City of Fort Lupton, Colorado
130 S. McKinley Avenue
Fort Lupton, Colorado 80621

Ladies and Gentlemen:

On the basis of the representations, warranties, covenants and conditions contained in this Bond Purchase Agreement (this "Purchase Agreement"), the undersigned, Stifel, Nicolaus and Company, Incorporated (the "Underwriter") acting on its own behalf and not acting as fiduciary or agent for the hereinafter defined City, hereby offers to purchase from City of Fort Lupton, Colorado (the "City") all, but not less than all, of the City's General Obligation Bonds, Series 2023 in the aggregate principal amount of $[_________] (the "Bonds") issued pursuant to an ordinance adopted by the City Council of the City (the "City Council") on March 7, 2023 (the "Bond Ordinance"). The Underwriter has been duly authorized to execute and deliver this Agreement and to act hereunder.

All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Bond Ordinance or the Preliminary Official Statement (as defined below), unless the context clearly indicates otherwise.

The Underwriter agrees to purchase the Bonds at a price of $[_________], being the par amount of the Bonds of $[_________], plus original issue premium of $[_________], less the Underwriter's discount on the Bonds of $[__________]. The Bonds shall be issued and secured under the Bond Resolution and shall contain the terms set forth in Exhibit A hereto, the Sale Certificate and the Bond Ordinance.

The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the City and the Underwriter in which the Underwriter is acting solely as principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and that the Underwriter has financial and other interests that differ from those of the City; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the City on other matters); (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby expressly are set forth in this

Purchase Agreement; and (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

The Underwriter agrees to make a bona fide public offering of all of the Bonds at prices not to exceed the public offering prices set forth on the cover of the Official Statement and may subsequently change such offering prices without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices stated on the cover of the Official Statement.

The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (as defined below) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

Except as otherwise set forth in Exhibit A, the City will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which the Underwriter sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter, agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(a) the close of the fifth (5th) business day after the sale date; or

(b) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(a) "public" means any person other than an underwriter or a related party,

(b) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(c) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) "sale date" means the date of execution of this Purchase Agreement by both parties.

Section 1. The Official Statement. Attached hereto as Exhibit B is a copy of the Preliminary Official Statement dated [__________], 2023 (the "Preliminary Official Statement"), including the cover page and Appendices thereto, of the City relating to the Bonds. Such Preliminary Official Statement, as amended to reflect the changes marked or otherwise indicated on Exhibit A hereto, is hereinafter called the "Official Statement."

The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Official Statement has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 ("Rule 15c2-12").

In the Bond Ordinance, the City authorized the Official Statement to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's execution of this Purchase Agreement (but, in any event, not later than within seven business days after the execution by the City of this Purchase Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The City hereby consents to the distribution of the Official Statement in electronic form.

If, after the date of this Purchase Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as they may from time to time reasonably request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the City will forthwith prepare and furnish, at the City's own expense (in a form and manner reasonably approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing (as defined in Section 3 hereof), the City shall furnish such legal opinions, Bonds, instruments and other documents as the Underwriter may deem reasonably necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

The Underwriter hereby agrees to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the date of the Closing.

Section 2. City's Representations, Warranties and Agreements. The City hereby represents and warrants to, and agrees with, the Underwriter as follows:

(a) The City is a political subdivision of the State of Colorado (the "State"), duly organized and existing as a statutory city under the laws of the State and has, and at the date of the Closing will have, full legal right, power and authority (i) to enter into this Purchase Agreement, the Registrar and Paying Agent Agreement, the Sale Certificate, and the Continuing Disclosure Certificate, (ii) to adopt the Bond Ordinance, (iii) to issue, sell and deliver the Bonds to the Underwriter as provided herein, and (iv) to carry out and consummate the transactions contemplated by this Purchase Agreement, the Bond Ordinance, the Sale Certificate and the Official Statement;

(b) The City has complied, and will at the Closing be in compliance, in all material respects insofar as related to the transactions contemplated hereby and by the Official Statement, with the Bond Ordinance, the Sale Certificate and the Constitution and laws of the State;

(c) By official action prior to or concurrently with the acceptance hereof, the City Council has duly adopted the Bond Ordinance, has duly authorized and approved the distribution of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the Bonds, the Bond Ordinance, the Sale Certificate, the Registrar and Paying Agent Agreement, the Continuing Disclosure Certificate and this Purchase Agreement, and assuming due authorization, execution and delivery by the other parties thereto, all such instruments constitute valid and binding obligations of the City enforceable in accordance with their respective terms, and the Board has duly authorized and approved the consummation by it of all other transactions contemplated by this Purchase Agreement, the Sale Certificate, the Continuing Disclosure Certificate, the Registrar and Paying Agent Agreement, and the Official Statement;

(d) The City is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the City under any of the foregoing, which may have a material adverse impact on the City, the Bonds, the Bond Ordinance, the Official Statement, the Sale

Certificate, the Registrar and Paying Agent Agreement, or this Purchase Agreement or the obligations of the City with respect thereto;

(e) To the best of the City's knowledge, the execution and delivery of, and compliance with the provisions of, the Bonds, the Sale Certificate, the Registrar and Paying Agent Agreement, the Continuing Disclosure Certificate, and this Purchase Agreement and the adoption of the Bond Ordinance will not conflict or constitute a breach of or default under any constitutional provision, law, regulation, judgment, decree, order, agreement, bond, note, resolution, ordinance, or other instrument to which the City is a party or is otherwise subject;

(f) Except as may be required under the securities laws of any state, all approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the City of its obligations under this Purchase Agreement, the Bond Ordinance, the Sale Certificate and the Bonds have been obtained or will be obtained prior to the Closing;

(g) The Bonds, when issued, authenticated and delivered in accordance with the Bond Ordinance and paid for by the Underwriter as provided herein, will constitute legal, valid and binding obligations of the City;

(h) The Preliminary Official Statement, as of its date did not, and the final Official Statement, as of its date, and if supplemented or amended pursuant to this Purchase Contract, as of the date of such supplement or amendment, at all times subsequent thereto during the period up to and including the date of Closing, does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements and information contained therein, in light of the circumstances under which made, not misleading;

(i) No legal proceedings are pending or, to the best of the City's knowledge, threatened: (i) contesting or affecting the validity or authority for the issuance of the Bonds or seeking to restrain or enjoin the issuance or delivery of the Bonds; (ii) seeking to prohibit, restrain or enjoin the issuance, delivery or sale of the Bonds or the collection of ad valorem taxes expected to be used to pay the principal of and interest on the Bonds; (iii) contesting the completeness or accuracy of the Official Statement; or (iv) contesting the power of the officials of the City or their authority with respect to the Bond Ordinance, the Bonds, the Sale Certificate, the Continuing Disclosure Certificate, the Registrar and Paying Agent Agreement, the Official Statement, or this Purchase Agreement;

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, that the City shall not be required to register as a dealer or broker in any state or jurisdiction or to subject itself to service of process in any jurisdiction in which the City is not now subject to such service;

(k) The financial statements of, and other financial information regarding the City, in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the City as of the dates and for the periods set forth therein. Subsequent to the date of the Official Statement and prior to the Closing, there will have been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the City except as disclosed in the Official Statement. Except as disclosed in the Official Statement, the City is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the City, would have a materially adverse effect on the financial condition of the City;

(l) Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money payable from or secured by any of the revenues or assets which will secure the Bonds without the prior approval of the Underwriter;

(m) The City will not take or omit to take any action; which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner contrary to that provided for in the Bond Ordinance;

(n) Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty to the Underwriter as to the statement made therein; and

(o) Except as disclosed in the Official Statement, the City has never failed to materially comply with any prior undertaking entered into pursuant to Rule 15c2-12.

Section 3. The Closing.

At 9:00 a.m., local time in Denver, Colorado, on [CLOSING DATE], or at such other time or on such other date as shall have been mutually agreed upon by the City and the Underwriter (the "Closing"), the Closing for the Bonds shall occur. At the Closing, (i) the City will deliver the Bonds to, or at the direction of the Underwriter, in definitive form, duly executed and authenticated, in the manner provided below, (ii) the City will deliver to the Underwriter the items required by Section 4(f) of this Purchase Agreement, and (iii) subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase prices of the Bonds in the manner provided below.

The Bonds shall be delivered in definitive or temporary form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) in such denominations as the Underwriter shall specify. The City will cause the Bonds to be delivered for the account of the Underwriter, to the Paying Agent as agent for the Depository Trust Company, New York, New York ("DTC"), pursuant to its "FAST" system. The Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be available for examination by the Underwriter at least one Business Day prior to the Closing Time.

Section 4. Closing Conditions.

The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the City contained herein and to be contained in the documents and instruments to be delivered by the City at the Closing and upon the performance by the City of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be subject to the performance by the City of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions, including the delivery by the City of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter (any or all of which may be waived by the Underwriter in its discretion):

(a) the representations of the City herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) at the time of Closing, (i) all necessary official action of the City relating to the Bond Ordinance shall have been taken; (ii) the Bond Ordinance shall be in full force and effect, and shall not have been amended, modified or supplemented, except as supplemented by the Sale Certificate and except for any resolution further setting forth the uses of the proceeds of any Bonds and providing other provisions in connection therewith or as agreed to by the Underwriter and the City; and (iii) the Official Statement shall not have been amended or supplemented, except in any such case as may have been agreed to by the Underwriter and the City;

(c) the Registrar and Paying Agent Agreement, this Purchase Agreement, the Continuing Disclosure Certificate, the Bonds, and the Official Statement shall have been duly authorized, executed, authenticated, delivered and received by the respective parties thereto in the form approved by the Underwriter with only such changes as shall be mutually agreed upon by the respective parties thereto and the Underwriter;

(d) at the time of closing, there shall not have occurred any change in the condition, financial or otherwise, or in the revenues or operations of the City, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Bonds in the terms and in the manner contemplated in the Official Statement;

(e) the City shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(f) at the Closing, the Underwriter shall receive the following documents, each dated as of the date of Closing (other than the Bond Ordinance, this Purchase Agreement, the Sale Certificate, the final Official Statement and the rating letters required by (xi) below, which are not dated as of the date of Closing) and in form and substance satisfactory to the Underwriter:

(i) a specimen of the Bonds;

(ii) a fully executed copy of the Bond Ordinance certified by the Secretary of the Board as having been duly adopted by the Board and as being in effect, with such changes or amendments as may have been agreed to by the Underwriter;

(iii) executed copies of each of the Registrar and Paying Agent Agreement, this Purchase Agreement, the Sale Certificate, the Official Statement, and the Continuing Disclosure Certificate;

(iv) the approving opinion of Bond Counsel, dated the date of Closing, substantially in the form attached to the Official Statement and if such opinion is not addressed to the Underwriter, a letter of such counsel, dated the date of Closing and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to them;

(v) a letter from Disclosure Counsel, in form and substance satisfactory to the Underwriter, with a reliance letter addressed to the Underwriter, dated as of the date of Closing and addressed to the City, stating, in substance, that nothing came to the attention of the attorneys at Butler Snow, LLP rendering legal services in connection with such firm's representation of the City that the Official Statement, as of its date, (except for any financial statements, demographic, economic, engineering, financial, or statistical data and any statements of trends, forecasts, estimates, projections, assumptions, or any expressions of opinion and information concerning The Depository Trust Company and its procedures contained in the Official Statement and their respective appendices, as to which no view is expressed) contained any untrue statement of a material fact or omitted any material fact required to be stated therein or necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading;

(vi) an opinion or certificate of Asmus Law Firm, PC., as City Attorney, relating to (A) the due organization of the City, (B) the officials of the City named in the Official Statement have been duly elected or appointed to and are as of the date hereof qualified to serve in their respective positions, (C) the due authorization, execution and delivery of the Bond Ordinance, the Registrar and Paying Agent Agreement, this Purchase Agreement, the Sale Certificate, and the Continuing Disclosure Certificate by the City, (D) the enforceability of the Bond Ordinance, the Sale Certificate, the Registrar and Paying Agent Agreement, this Purchase Agreement, and the Continuing Disclosure Certificate, against the City, (E) the information respecting the City in certain sections of the Official Statement, (F) except as otherwise provided in the Official Statement, the absence of any material litigation involving the City, (G) the adoption of the Bond Ordinance; and (H) such other matters as may be reasonably required;

(vii) a certificate of the City signed by duly authorized officials of the City relating to (A) the representations of the City contained herein are true and correct in all material respects and as of the date of Closing as if made on the date of Closing; (B) the due organization of the City, (C) except as otherwise provided in the Official Statement, the absence of any material litigation against the City, (D) the due authorization, execution, and delivery of the Registrar and Paying Agent Agreement, this Purchase Agreement, the Sale Certificate, and the Continuing Disclosure Certificate by the City, (E) the validity and enforceability of the Bond Ordinance, the Registrar and Paying Agent Agreement, the Sale Certificate, this Purchase Agreement, and the Continuing Disclosure Certificate against the City, and (F) all approvals, consents and orders of any governmental entity, authority, board, agency or commission having jurisdiction which would constitute conditions precedent to the performance of the City of its obligations under the Bonds, the Bond Ordinance, this Purchase Agreement, the Registrar and

Paying Agent Agreement, the Continuing Disclosure Agreement, and the Sale Certificate and which can be reasonably obtained at the Closing have been obtained; together with a certificate executed by one or more officers of the City, to the effect that the Official Statement, as then amended or supplemented, to the best of their knowledge, neither contains an untrue statement of any material fact nor omits to state any material fact necessary to make the statements made in the Official Statement, in light of the circumstances in which they are made, not misleading;

(viii) a certificate of the Paying Agent and Registrar in form and substance reasonably acceptable to the Underwriter and Bond Counsel;

(ix) evidence satisfactory to the Underwriter that the Bonds have been assigned an underlying rating of "[___]" by Moody's Investor Service;

(x) such additional certificates and documents as the Underwriter may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated by the Registrar and Paying Agent Agreement, this Purchase Agreement, the Continuing Disclosure Certificate, and the Official Statement; and

(xi) executed copy of the Blanket Letter of Representation relating to the Bonds between the City and DTC.

(g) All proceedings and related matters in connection with the Sale Certificate, the Registrar and Paying Agent Agreement, this Purchase Agreement, and the Continuing Disclosure Certificate shall have been satisfactory to Bond Counsel, and Bond Counsel shall have been furnished with all papers, certificates and information as it may have reasonably requested to enable it to pass upon the matters referred to in its opinions. Further, all the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriter.

If any condition stated in this Section 4 is not satisfied at or prior to the Closing, this Purchase Agreement may be terminated by the Underwriter by notifying the City in writing and, in that event, neither the Underwriter nor the City shall have any further obligation under this Purchase Agreement, except for the obligations of the parties to pay expenses as specified in Section 6 hereof. The Underwriter may waive compliance with any condition stated in this Section 4 or extend the time for performance of any one or more of the conditions stated in this Section 4; and, by accepting delivery of the Bonds, shall be deemed to have waived compliance by the City with any condition stated in this Section 4 that has not been complied with.

Section 5. Underwriter's Right to Terminate Agreement.

The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement, without liability therefor, by written notification to the City if, between the date of this Purchase Agreement to and including the Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur:

(a) any legislation, ordinance, rule or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds;

(b) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction over the subject matter shall be issued or made to the effect that the execution and delivery, offering or sale of obligations of the general character of the Bonds, or the execution and delivery, offering or sale of the Bonds, including all the underlying obligations, as contemplated by the Registrar and Paying Agent Agreement, this Purchase Agreement, the Continuing Disclosure Certificate, or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect;

(c) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or state income taxation upon interest received on obligations of the general character of the Bonds or, with respect to state taxation, of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or state income tax consequences of any of the transactions contemplated herein;

(d) legislation shall be introduced in or enacted by the Congress of the United States of America, or a decision by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, shall be rendered, or a ruling, regulation or official statement of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that obligations of the general character of the Bonds, including all of the underlying obligations, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Bond Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect;

(e) any event shall have occurred, or information become known, which makes untrue in any material respect any statement or information contained in the Official Statement or has the effect that the Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(f) any litigation shall have been instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds, or the existence or powers of the City;

(g) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(h) the New York Stock Exchange or any national securities exchange, or any governmental authority, shall have imposed, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force or being enforced, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(i) a general banking moratorium shall have been established by federal or State of Colorado authorities;

(j) there shall have occurred any materially adverse change in the affairs or financial condition of the City;

(k) any fact or event shall exist or have existed that requires or has required an amendment of or supplement to the Official Statement;

(l) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the City's obligations or trading in any of the City's securities shall have been suspended on any national securities exchange; or any proceeding shall be pending or threatened by the Securities and Exchange Commission against the City; or

(m) the market price or marketability of the Securities, or the ability of the Underwriters to enforce contracts for the sale of the Securities, shall be materially adversely affected by any of the following events:

(i) there shall have occurred (i) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (ii) any other national or international calamity or crisis, or escalation thereof, in the financial markets or otherwise of the United States or elsewhere; or

(ii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction.

Section 6. Payment of Expenses. All expenses incident to the execution and delivery of the Bonds shall be paid from proceeds of the Bonds. Such expenses shall include, but shall not be limited to (a) the cost of preparing, printing or otherwise reproducing and distributing the Bonds, the Preliminary Official Statement and the Official Statement with any amendment or supplement thereto; (b) the cost of preparing and executing the definitive Bonds; (c) the fees and expenses of Bond Counsel, Disclosure Counsel, general counsel to the City, independent auditors and any other experts and consultants retained in connection with the execution and delivery of the Bonds; (d) the initial fees and expenses of the Paying Agent; (e) fees charged by investment rating agencies for the rating of the Bonds, and all other expenses incurred by the Underwriter in connection with its purchase, offering and distribution of the Bonds; and (f) fees of obtaining insurance for the payment of the principal of and interest on the Bonds, if any. All out-of-pocket expenses of the Underwriter, including travel and other expenses, shall be paid by the Underwriter. The City acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

Section 7. Survival of Representation, Warranties and Agreements. All of the City's representations, warranties and agreements set forth in this Purchase Agreement shall remain operative and in full force and effect, regardless of any investigation made by the Underwriter or on its behalf, and shall survive delivery of the Bonds to the Underwriter.

Section 8. Entire Agreement; Parties in Interest. This Purchase Agreement when accepted by the City in writing as heretofore specified shall constitute the entire agreement between the Underwriter and the City and is made solely for the benefit of the Underwriter and the City, and no other person shall acquire or have any right hereunder or by virtue hereof.

Section 9. Counterparts. This Purchase Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

Section 10. Effectiveness. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City.

Section 11. Governing Law; No Assignment. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State of Colorado. This Purchase Agreement shall not be assigned by the Underwriter or the City.

Section 12. Time of Essence. Time shall be of the essence in this Purchase Agreement.

Section 13. Notices. Any communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to City of Fort Lupton, Colorado, 130 S. McKinley Avenue, Fort Lupton, Colorado, 80621, Attention: Finance Director, and any notice or other communication to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus and Company, Incorporated, 1401 Lawrence Street, Suite 900, Denver, Colorado 80202, Attention: Alan Matlosz.

Section 14. Severability. If any provision of the Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with the provisions of any Constitution, statute, rule of public policy or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of the this Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

If you agree with the foregoing, please sign the enclosed counterpart of this Purchase Agreement and return it to the Underwriter. This Purchase Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

STIFEL, NICOLAUS AND COMPANY, INCORPORATED

By:________________________________
Managing Director

Accepted ______________, 2023 at _____ a.m./p.m. MST

CITY OF FORT LUPTON, COLORADO

By:_____________________________________
Finance Director

EXHIBIT A

MATURITY SCHEDULE

CITY OF FORT LUPTON, COLORADO
GENERAL OBLIGATION BONDS
SERIES 2023

Maturing (December 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Initial Offering Price*	*10% Test Used*	*Hold the Offering Price Used*
____	$_______	____%	_____%	_________		

C Priced to the first optional redemption date of December 1, 20[__] at par.

Redemption Provisions

Optional Redemption. The Bonds maturing on or before December 1, 20[___], are not subject to redemption prior to maturity at the option of the City. The Bonds maturing on and after December 1, 20[__], are subject to redemption prior to maturity, at the option of the City, in whole or in part, in integral multiples of $5,000, from such maturities as are selected by the City and by lot within a maturity (giving proportionate weight to Bonds in denominations larger than $5,000), in such a manner as the City may determine, on December 1, 20[__] or on any date thereafter at a redemption price equal to the principal amount so redeemed plus accrued interest to the redemption date, without a redemption premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on December 1, 20[__] (the "Term Bonds"), are subject to mandatory sinking fund redemption at a price equal to the principal amount thereof, plus accrued interest to the redemption date. Bonds subject to mandatory sinking fund redemption shall be selected by lot in such manner as the Paying Agent shall determine (giving proportionate weight to Bonds in denominations larger than $5,000).

As a sinking fund for the redemption of the Term Bonds maturing on December 1, 20[__], the City will deposit into the Bond Fund sufficient funds, together with other amounts on deposit in the Bond Fund, to redeem (after credit as provided in the Bond Resolution) the Bonds maturing on December 1, 20[__], on the dates and in the principal amounts shown below:

Redemption Date (December 1)	Principal Amount
____	$_______
____	_______
____*	_______

*maturity

EXHIBIT B

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

CITY OF FORT LUPTON, COLORADO
GENERAL OBLIGATION BONDS
SERIES 2023

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus and Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

3. (b) As set forth in the Bond Purchase Agreement, [__________], 2023, by and between Stifel and the Issuer, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

4. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([______], 2023), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(c) *Issuer* means the City of Fort Lupton, Colorado.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_________], 2023.

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate relating to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS AND COMPANY, INCORPORATED, as Underwriter

By:_______________________________________

Name: ________________, Managing Director

Dated: [________________]

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

67269060.v1

CITY OF FORT LUPTON, COLORADO

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Fort Lupton, Colorado (the "Issuer") in connection with the issuance of its General Obligation Bonds, Series 2023, in the aggregate principal amount of $[_________] (the "Bonds"), dated as of [CLOSING DATE]. The Bonds are being issued pursuant to a bond ordinance adopted by the City Council of the Issuer on March 7, 2023 (the "Bond Ordinance"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC").

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Ordinance or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Dissemination Agent" shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Fiscal Year" shall mean the period beginning on January 1 and ending December 31 of the same calendar year, or such other 12-month period as may be adopted by the Issuer in accordance with law.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at http://emma.msrb.org.

"Official Statement" means the final Official Statement prepared in connection with the Bonds.

"Participating Underwriter" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months following the end of the Issuer's Fiscal Year, commencing nine (9) months following the end of the Issuer's Fiscal Year ending December 31, 2022, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer has selected one). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer; it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A."

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, *if material*;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of bondholders, *if material*;

(8) Bond calls, *if material*, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Bonds, *if material;*

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;[1]

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation[2] of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms

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[1] For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

[2] For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the

of a financial obligation of the obligated person, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation[2] of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

Issuer intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

(2) send written notice to the Issuer at least 30 but no more than 60 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Bond Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

DATE: [CLOSING DATE].

CITY OF FORT LUPTON, COLORADO

By ____
Mayor

EXHIBIT "A"

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Fort Lupton, Colorado

Name of Bond Issue: General Obligation Bonds, Series 2023, in the aggregate principal amount of $[_________], dated as of [CLOSING DATE].

Date of Issuance: [CLOSING DATE]

CUSIP Number: ______ ____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated [CLOSING DATE]. The Issuer anticipates that the Annual Report will be filed by ______________________.

Dated: ______________, _____

CITY OF FORT LUPTON, COLORADO

By:_______________________________________
Mayor

EXHIBIT "B"

INDEX OF OFFICIAL STATEMENT TABLES TO BE UPDATED

See page iv of the Official Statement

REGISTRAR AND PAYING AGENT AGREEMENT

THIS AGREEMENT, dated as of [CLOSING DATE], is by and between **CITY OF FORT LUPTON, COLORADO** (the "City"), and **UMB BANK, N.A.** (the "Bank").

WITNESSETH:

WHEREAS, by an ordinance of the City Council of the City duly adopted on March 7, 2023 (the "Bond Resolution"), the City has authorized the issuance of its General Obligation Bonds, Series 2023 in the aggregate original principal amount of $[_________] (the "Bonds"); and

WHEREAS, it is mutually desirable to the City and the Bank that the Bank, through its Corporate Trust & Escrow Services Department, located in Denver, Colorado, act as Registrar and Paying Agent (as defined in the Bond Ordinance) for the Bonds; and

WHEREAS, it is mutually desirable that this agreement (the "Agreement") be entered into between the City and the Bank to provide for certain aspects of such Registrar and Paying Agent services.

NOW, THEREFORE, the City and the Bank, in consideration of the mutual covenants herein contained, agree as follows:

1. Unless otherwise provided, capitalized terms used but not defined herein shall have the meanings given thereto in the Bond Ordinance.

2. The Bank hereby accepts all duties and responsibilities of the Registrar and Paying Agent as provided in the Bond Ordinance and this Agreement. The Bank shall cause the Bonds to be honored in accordance with their terms, provided that all funds necessary in order to so honor the Bonds be made or caused to be made available by the City to the Bank. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the "Principal and Interest Payment Account" provided for in Section 3 of this Agreement. Nothing in this Agreement shall require the City to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided herein, in the Bond Resolution and in the Sale Certificate authorized by the Bond Ordinance (the "Sale Certificate"). In addition, the Bank hereby accepts the duties and responsibilities pertaining to the authentication, registration, transfer, exchange, and replacement of the Bonds and the duties and responsibilities pertaining to the calling of the Bonds for prior redemption, all as provided in the Bond Ordinance.

3. Not less than (a) one Business Day prior to each payment date, if funds are delivered by wire transfer, or (b) three Business Days prior to each payment date if funds are delivered by another method of payment, funds for the payment of the Bonds and interest thereon are to be deposited by the City with the Bank in an account designated "Principal and Interest Payment Account." The funds so deposited shall be held and applied by the Bank through its Corporate Trust & Escrow Services Department solely for the payment of principal of, premium, if any, and interest on the Bonds. From such funds, the Bank agrees to pay at the times and in the manner provided in the Bond Ordinance and the Sale Certificate, the principal of and interest on the Bonds. In the event a payment date is not a business day, the Bank shall make the principal and/or interest payment on the following business day with the same effect as if it had been made on the date scheduled for such payment. Such funds deposited with the Bank hereunder shall be uninvested.

4. The City shall pay to the Bank fees in accordance with the Bank's then existing fee schedule and reimburse the Bank for its expenses (including without limitation, legal fees and expenses). Attached to this Agreement as Exhibit A is the Bank's current fee schedule. No new fee schedule shall become effective until 30 days after the Bank has given the City notice thereof.

5. Unless waived by the Bank, the City agrees to provide the Bank with not less than 60 days' notice of any prior redemption of the Bonds.

6. The Bank agrees to annually notify the City, in writing, of the City's obligation to file its Annual Report (as such term is defined in the Continuing Disclosure Certificate dated [CLOSING DATE], relating to the issuance of the Bonds), at least 30 but not more than 60 days prior to time which the Annual Report is required to be filed pursuant to the terms of the Continuing Disclosure Certificate. The Bank shall have no further obligation or duty related to the City's obligation under the Continuing Disclosure Certificate other than providing notice as described herein.

7. Upon request of the Bank, the City agrees to provide the Bank with a supply of blank Bonds for use in the transfer and exchange of Bonds.

8. Any moneys held by the Bank for the owners of the Bonds remaining unclaimed for one year after principal and/or interest of the respective Bonds with respect to which such moneys have been set aside has become due and payable shall without further request by the

City be paid to the City without liability for interest thereon. If funds are returned to the City, the City and the Bank agree that the registered owner of such Bond shall thereafter look only to the City for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

9. Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion, or consolidation to which it shall be a party or any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to such Bank without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

10. At any time, the Bank may apply to the City for instructions and may consult counsel for the City or nationally recognized bond counsel with respect to any matter arising in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in accordance with such instructions or upon the advice or opinion of such counsel. The Bank may conclusively rely and shall be protected in acting upon any paper or document believed by it in good faith to be genuine and to have been signed by any authorized officer of the City and shall not be held to have notice of any change of authority of any authorized officer until receipt by it of written notice thereof by the City. The Bank shall also be protected in recognizing Bonds that it reasonably believes bear the manual or facsimile signatures of the authorized officers of the City. The Bank shall not be responsible, for any reason, for any action taken or omitted to be taken by it in good faith or for anything whatever in connection with this Agreement or any of the Bonds except for its own gross negligence, willful misconduct or bad faith in the performance of any duty to be performed by the Bank hereunder.

11. The Agreement may be terminated as provided in the Bond Ordinance.

12. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Ordinance, the provisions of the Bond Ordinance shall be controlling.

13. This Agreement is governed by the laws of the State of Colorado. The parties consent to the exclusive jurisdiction of any court of the State of Colorado located in Weld County, or the United States District Court for the State of Colorado for the purpose of any suit, action, or other proceeding arising under this Agreement, and the parties hereby irrevocably agree

that all claims in respect of any such suit, action or proceeding may be heard and determined by such court.

14. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

15. There is hereby created and established with the Paying Agent a trust fund to be designated "City of Fort Lupton, Colorado, General Obligation Bonds, Series 2023, Costs of Issuance Fund" (the "Costs of Issuance Fund"). Into such fund shall be deposited $[________] of the proceeds of the Bonds which shall be used to pay costs of issuance and expenses incurred as a result of the issuance of the Bonds. The Paying Agent is hereby directed by the City to pay the costs of issuance to the parties and in the amounts listed in a copy of the closing memorandum prepared by RBC Capital Markets, LLC, which summarizes the approved costs of issuance to be paid, upon presentation of an invoice from each party for the amount listed. Any discrepancies will be approved by the City prior to payment of the expense. Moneys held as part of the Costs of Issuance Fund shall remain uninvested. Any amounts remaining in the Costs of Issuance Fund after 90 days from the date hereof, shall be transferred to the City.

IN WITNESS WHEREOF, the Bank and the City have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF FORT LUPTON, COLORADO

By____
Mayor

(SEAL)

Attest:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

UMB BANK, N.A., as Registrar and Paying Agent

By____
Authorized Officer

[Signature page to Registrar and Paying Agent Agreement]

EXHIBIT A

(Attach Registrar's Fee Schedule)

Fort Lupton
COLORADO

Upcoming Events

February 7, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 14, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 21, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 28, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.