CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, October 15, 2024
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 in person or join remotely by clicking on: https://global.gotomeeting.com/join/353347597

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. October 15, 2024 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. October 1, 2024 City Council Meeting Minutes

b. AM 2024-170 Approve a Resolution Appointing Ausmus Law Firm, P.C., as the City Attorney for the City of Fort Lupton and Authorizing the Mayor to Sign the Service Agreement on Behalf of the City

c. AM 2024-171 Approving a Resolution to Appoint Louis A. Gresh as the Municipal Judge for the City of Fort Lupton and Authorizing the Mayor to Sign the Service Agreement on Behalf of the City

d. AM 2024-173 Approving a Resolution to Appoint Maricela Peña as the City Clerk for the City of Fort Lupton

e. AM 2024-174 Approving a Resolution to Appoint Christopher Cross as the City Administrator for the City of Fort Lupton

f. AM 2024-172 Approving a Contract with Branding by Bre as Public Relations Consultant for the City of Fort Lupton for an amount of $3,500 per month ($42,000 Annually) Allocated from the City Clerk Contractual Services Budget

g. AM 2024-175 Approving a 3-year Agreement with Colorado Portables for Portable Toilet Services Effective January 2025, Allocated from the Recreation Center, Community Center, Parks, Events, and Cemetery Funds

h. AM 2024-177 Ratifying the City Administrator’s Signature on a Purchase Contract with Schomp Automotive and Approving the Purchase of a 15-Passenger Van for the Community Center in the Amount of $70,469.00 Allocated from the Community Center Fund Capital Expenditures

i. AM 2024-179 Approving a Resolution of the City of Fort Lupton Waiving the $25.00 Fee for Business License Renewal Applications Through March 31, 2025

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 2024-178 Approving a Resolution for a Special Use Permit by Western Midstream for a Buried Gathering Pipeline

Action Memorandum

a. AM 2024-176 Authorize the Mayor's Signature on Amendment 6 to the Agreement for Operations, Maintenance, and Management Services with OMI INC. Jacobs Contract

Information Memorandum

a. IM 2024-020 Presentation of the 2025-Requested Budget and Six-Year Capital Improvement Program

b. IM 2024-021 Estoppel Certificate between the City of Fort Lupton and Vincent Village Associates, LLC

Staff Reports

Mayor/Council Reports

Future City Events

a. October 15, 2024 Upcoming Events

Upcoming Meetings

a. October 19, 2024 Budget Meeting, City Hall, 130 S. McKinley Ave. 9:00 a.m.
October 29, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
November 5, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m
November 12, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
November 19, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m

Adjourn

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
003647	SCHOMP FORD		10/03/2024	Regular	0.00	70,469.00	103347
100224	Invoice	10/02/2024	CPR-15 PASSENGER VAN-COM CENTER		0.00	70,469.00	
000031	ADAMSON POLICE PRODUCTS		10/08/2024	Regular	0.00	235.25	103348
INV418899	Invoice	09/01/2024	GF-UNIFORMS/ACCESORIES-PD		0.00	51.80	
INV421458	Invoice	09/16/2024	GF-UNIFORMS-PD		0.00	61.15	
INV421734	Invoice	09/19/2024	GF-UNIFORMS-PD		0.00	61.15	
INV421949	Invoice	09/24/2024	GF-UNIFORMS-PD		0.00	61.15	
002254	ADIDAS AMERICA INC		10/08/2024	Regular	0.00	539.10	103349
6162038568	Invoice	09/24/2024	GF-UNIFORMS-PD		0.00	56.70	
6162045574	Invoice	09/25/2024	GF-WELLNESS BENEFITS-HR		0.00	82.80	
6162056916	Invoice	09/27/2024	GF-WELLNESS BENEFITS-HR		0.00	399.60	
000044	AGFINITY INC		10/08/2024	Regular	0.00	144.70	103350
H83818	Invoice	09/06/2024	CEM-SUPPLIES-CEMETERY		0.00	144.70	
002228	BEMAS CONSTRUCTION INC		10/08/2024	Regular	0.00	1,500.00	103351
093024	Invoice	09/30/2024	UF-HYD METER DEP REFUND-UB		0.00	1,500.00	
000160	BREAKTHRU BEVERAGE COLORADO		10/08/2024	Regular	0.00	359.58	103352
117908647	Invoice	09/26/2024	GOLF-BEVERAGES-PRO SHOP		0.00	191.58	
117908648	Invoice	09/26/2024	GOLF-BEVERAGES-PRO SHOP		0.00	168.00	
000239	CITY OF FORT LUPTON		10/08/2024	Regular	0.00	200.00	103353
CIT 132624-1	Invoice	10/01/2024	GF-RESTITUTION, CITATION #132624-1-C...		0.00	200.00	
000241	CITY OF FT LUPTON-UTIL INVOICE		10/08/2024	Regular	0.00	72,922.00	103354
110035001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	1,155.25	
110036002 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	95.92	
110221001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	515.35	
110222001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	746.65	
11-02490-01 SEP...	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	486.54	
110251001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	1,043.75	
11-02521-01 SEP...	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	133.04	
330025001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	380.65	
330031001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	1,155.25	
330045001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	156.09	
330092001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	236.65	
330166001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	198.09	
330920000 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	34.69	
550055501 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	1,991.19	
550057001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	662.50	
550057601 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	2,823.00	
550057701 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	7,307.65	
660092001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	1,188.88	
770109501 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	380.51	
770116501 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	339.73	
77-02145-01 SEP...	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	54.82	
770229001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	2,447.70	
770229501 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	3,046.83	
770229601 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	37.48	
770231101 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	120.64	
990004001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	158.89	
990004101 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	91.25	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
990005001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	285.91	
990006001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	197.43	
990007001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	338.80	
990008001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	133.55	
990132001 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	44,771.15	
999910000 SEP24	Invoice	09/30/2024	Water/Sewer Bill-City		0.00	206.17	
	Void		10/08/2024	Regular	0.00	0.00	103355
	Void		10/08/2024	Regular	0.00	0.00	103356
003401	CLUB PROPHET SOFTWARE, LLC		10/08/2024	Regular	0.00	760.00	103357
INV2570973	Invoice	10/01/2024	GOLF-MONTHLY SOFTWARE FEES OCT 202...		0.00	760.00	
002651	COLORADO COMMUNITY MEDIA		10/08/2024	Regular	0.00	223.57	103358
120702	Invoice	09/27/2024	GF-LEGAL/PUBLIC NOTICES-		0.00	223.57	
000306	COMCAST BUSINESS		10/08/2024	Regular	0.00	2,261.99	103359
217978897	Invoice	09/30/2024	Comcast Phones		0.00	2,261.99	
000307	COMCAST CABLE COMM, LLC		10/08/2024	Regular	0.00	321.55	103360
0025494 OCT24	Invoice	10/01/2024	GOLF-OCTOBER 2024 CABLE SERVICE-PRO ...		0.00	42.30	
0117309 SEPT24	Invoice	09/14/2024	REC-CABLE/MUSIC SEPT 2024-REC CENTER		0.00	279.25	
002960	DEREK MEYERS		10/08/2024	Regular	0.00	25.91	103361
093024	Invoice	09/30/2024	UF-REIMBURSEMENT, USED PERSONAL CC...		0.00	25.91	
000410	E-470 PUBLIC HIGHWAY AUTHORITY		10/08/2024	Regular	0.00	17.55	103362
2095998367	Invoice	09/21/2024	GF-TOLL FEES-PD		0.00	17.55	
000454	FARIS MACHINERY COMPANY		10/08/2024	Regular	0.00	3,088.21	103363
W64513	Invoice	09/01/2024	SF-REPAIRS/MAINTENANCE-S LINES		0.00	3,088.21	
003592	FISHER SCIENTIFIC COMPANY LLC		10/08/2024	Regular	0.00	41,729.45	103364
5603852	Invoice	09/24/2024	TRUNARC		0.00	41,729.45	
000489	FORT LUPTON RECREATION CTR		10/08/2024	Regular	0.00	1,675.00	103365
PERMIT #R11249	Invoice	09/30/2024	GF-Have-A-Heart Pearson Park Rental-Legi...		0.00	1,675.00	
002011	FRONT RANGE LUMBER COMPANY		10/08/2024	Regular	0.00	177.92	103366
A40362/2	Invoice	09/06/2024	GOLF-SUPPLIES/PARTS-MAINT		0.00	177.92	
000512	FUZION FIELD SERVICES LLC		10/08/2024	Regular	0.00	255.75	103367
359777	Invoice	10/02/2024	GOLF-MONTHLY RENTAL FEE-MAINT		0.00	255.75	
000513	G & G EQUIPMENT		10/08/2024	Regular	0.00	107.73	103368
153970	Invoice	09/26/2024	GF-BELT, DECK DRIVE-PARKS		0.00	107.73	
000567	HIGH COUNTRY BEVERAGE CORP		10/08/2024	Regular	0.00	1,228.65	103369
W-6914931	Invoice	09/30/2024	GOLF-BEVERAGES-PRO SHOP		0.00	1,228.65	
002448	HIGH PLAINS NEW HOLLAND		10/08/2024	Regular	0.00	415.98	103370
I23860	Invoice	09/30/2024	GF-PARTS TO FIX NEW HOLLAND MOWER-...		0.00	415.98	
003120	HUDSON LOCKERS, INC		10/08/2024	Regular	0.00	177.50	103371
469	Invoice	09/28/2024	GOLF-PREPACKAGED FOOD-PRO SHOP		0.00	177.50	
002720	INTERMOUNTAIN CONTROLS NICHOLS-GIVEN		10/08/2024	Regular	0.00	4,308.00	103372
220/60036198	Invoice	09/26/2024	WTP Actuator Replacement		0.00	4,308.00	
000735	LL JOHNSON DISTRIBUTING		10/08/2024	Regular	0.00	456.36	103373
1161065-00	Invoice	09/13/2024	GOLF-PARTS/SUPPLIES-MAINT		0.00	456.36	
002721	LUMIN 8 TRANSPORTATION TECHNOLOGIES		10/08/2024	Regular	0.00	752.25	103374
8402	Invoice	09/01/2024	GF-MAINTENANCE-STREETS		0.00	752.25	
003648	MATIAS PACHECO		10/08/2024	Regular	0.00	47.27	103375

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091424	Invoice	09/14/2024	GF-REIMBURSEMENT, USED PERSONAL CC...		0.00	47.27	
000841	NEWMAN TRAFFIC SIGNS		10/08/2024	Regular	0.00	2,181.97	103376
TRFINV056402	Invoice	09/13/2024	GF-TRAFFIC SIGNS, PARTS-STREETS		0.00	2,181.97	
000857	NORTHERN WATER		10/08/2024	Regular	0.00	250.00	103377
6501	Invoice	09/23/2024	WST-TRANSFER FEES SALE OF 1,000 UNITS...		0.00	250.00	
003258	NOVOTX LLC		10/08/2024	Regular	0.00	38,500.00	103378
INV-00430	Invoice	09/28/2024	GF - Elements XS - Asset Mgmt Software - ...		0.00	38,500.00	
000865	OFFICE DEPOT		10/08/2024	Regular	0.00	59.76	103379
384684293001	Invoice	09/11/2024	GF-PLATINUM DISH DETERGENT-ADMIN		0.00	24.79	
384684804001	Invoice	09/11/2024	GF-POST IT NOTES-ADMIN		0.00	22.99	
384684807001	Invoice	09/11/2024	GF-TABS-ADMIN		0.00	11.98	
003522	OTTEM ELECTRONICS, INC.		10/08/2024	Regular	0.00	300.00	103380
24-0454	Invoice	09/30/2024	GOLF-QUARTERLY MONITORING JUL-SEPT...		0.00	300.00	
003213	PRAIRIE DOG PROS		10/08/2024	Regular	0.00	600.00	103381
2501	Invoice	10/01/2024	Preairie Dog Control		0.00	600.00	
000933	R&R PRODUCTS INC		10/08/2024	Regular	0.00	151.55	103382
CD2960556	Invoice	10/01/2024	GOLF-SCREW/SPACER-MAINT		0.00	151.55	
003135	REMA UPHOLSTERY SERVICES		10/08/2024	Regular	0.00	1,315.00	103383
3371	Invoice	09/26/2024	REC-UPHOLSTERY REPAIRS-REC CENTER		0.00	1,315.00	
002842	ROCKY MOUNTAIN MARKETING CONSULTANTS		10/08/2024	Regular	0.00	336.00	103384
100224	Invoice	10/02/2024	GOLF-MARKETING-PRO SHOP		0.00	336.00	
001005	SHERWIN-WILLIAMS		10/08/2024	Regular	0.00	96.88	103385
2581-5	Invoice	09/03/2024	REC-PAINT/SUPPLIES-REC CENTER		0.00	96.88	
003155	SHIRTS BY CHA LLC		10/08/2024	Regular	0.00	1,996.69	103386
2755	Invoice	09/01/2024	GF-STAFF APPRECIATION-CITY ADMIN		0.00	1,226.30	
2789	Invoice	09/20/2024	GF-PUMKIN FEST BANNERS-COMM EVENTS		0.00	300.00	
2798	Invoice	09/26/2024	GF-UNIFORMS-FAC		0.00	470.39	
001026	SPECIALTY CIGARS, LLC		10/08/2024	Regular	0.00	642.06	103387
US-16-36600120	Invoice	09/27/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	642.06	
001052	SWIRE COCA-COLA, USA		10/08/2024	Regular	0.00	504.75	103388
43508691004	Invoice	09/27/2024	GOLF-PREPACKAGED GOODS-PRO SHOP		0.00	504.75	
002812	THE HUNTINGTON NATIONAL BANK		10/08/2024	Regular	0.00	10,678.08	103389
9045088	Invoice	09/16/2024	GOLF-TORO TURF PACKAGE-MAINT		0.00	10,678.08	
001105	TOSHIBA FINANCIAL SERVICES		10/08/2024	Regular	0.00	2,108.47	103390
538517004	Invoice	09/26/2024	GOLF-COPIER LEASE AND OVERAGES-PRO ...		0.00	467.95	
538643602	Invoice	10/01/2024	Copier Lease		0.00	1,640.52	
001147	USA BLUE BOOK		10/08/2024	Regular	0.00	1,552.31	103391
INV00482845	Invoice	09/13/2024	UF-PARTS/SUPPLIES-		0.00	1,552.31	
001149	UTILITY NOTIFICATION CENTER		10/08/2024	Regular	0.00	423.12	103392
224090615	Invoice	09/30/2024	UF-RTL TRANSMISSIONS-ADMIN		0.00	423.12	
001174	WAGNER EQUIPMENT CO.		10/08/2024	Regular	0.00	343.71	103393
P00C2699425	Invoice	06/12/2024	GF-FILTERS, AIR FILTERS, PARTS-STREETS		0.00	727.13	
P00C2709022	Invoice	07/12/2024	GF-PARTS FOR CAT GRADER #42-STREETS		0.00	115.73	
P00C2733162	Invoice	09/24/2024	GF-FILTERS FOR 2014 CAT GRADER 140M3...		0.00	726.85	
S00C0740695	Credit Memo	05/28/2024	GF-CREDIT FOR WARRANTY COVERED ITE...		0.00	-1,226.00	
001224	XCEL ENERGY-GAS		10/08/2024	Regular	0.00	459.08	103394
895530001	Invoice	09/01/2024	Xcel Gas Bill- Account 53-2035238-1		0.00	271.07	

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896348359	Invoice	09/30/2024	GF-SEPTEMBER 204 GAS SERVICE-		0.00	188.01	
001225	YAMAHA MOTOR CORP		10/08/2024	Regular	0.00	10,798.08	103395
855562	Invoice	09/25/2024	GOLF-MONTHLY LEASE PAYMENT SEPT 20...		0.00	10,798.08	
003649	YVETTE CHAVEZ		10/08/2024	Regular	0.00	65.00	103396
2007563.001	Invoice	09/24/2024	REC-SHELTER REFUND-REC CENTER		0.00	65.00	
000239	CITY OF FORT LUPTON		10/07/2024	Regular	0.00	331.87	103397
10072024	Invoice	10/07/2024	10/07/2024 Petty Cash Reimbursement		0.00	331.87	
000028	ACUSHNET COMPANY		10/15/2024	Regular	0.00	100.59	103398
919011507	Invoice	09/28/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	100.59	
002254	ADIDAS AMERICA INC		10/15/2024	Regular	0.00	144.90	103399
6162018941	Invoice	09/20/2024	REC-UNIFORMS-REC CENTER		0.00	103.50	
6162046500	Invoice	09/26/2024	CPR-UNIFORMS-COM CENTER		0.00	41.40	
003651	AMARUQ ENVIRONMENTAL SERVICES		10/15/2024	Regular	0.00	2,250.50	103400
INV001_CO_CCG...	Invoice	09/04/2024	GOLF-POND BIOBASE MAPPING SERVICES...		0.00	2,250.50	
003652	ANIMAL CLINIC LLC		10/15/2024	Regular	0.00	266.50	103401
519223	Invoice	09/24/2024	GF-TECHNICIAN OFFICE CHARGE-CODE		0.00	266.50	
001646	BANK OF COLORADO		10/15/2024	Regular	0.00	160.11	103402
0227 SEPT24	Invoice	10/01/2024	GF-SEPTEMBER 2024 FUEL CHARGES		0.00	160.11	
003653	BIGFOOT TURF FARMS, INC		10/15/2024	Regular	0.00	7,770.00	103403
150201	Invoice	09/16/2024	GF-SOD DELIVERY, INSTALLATION-PARKS		0.00	7,770.00	
000182	CEM SALES & SERVICE INC		10/15/2024	Regular	0.00	306.33	103404
164522	Invoice	09/20/2024	REC-PUMP TUBES, SLOW SWITCH FOR SPA...		0.00	306.33	
000211	CH2M		10/15/2024	Regular	0.00	61,412.68	103405
D3410908-09	Invoice	10/03/2024	UF-Construction Management WTP Expant..		0.00	61,412.68	
001506	CHRISTOPHER CROSS		10/15/2024	Regular	0.00	428.80	103406
100424	Invoice	10/04/2024	GF-MILEAGE REIMBURSEMENT 03/19-10/...		0.00	428.80	
000227	CHURCHICH RECREATION LLC		10/15/2024	Regular	0.00	29,936.90	103407
f2024-1345	Invoice	09/16/2024	Community Park Pavilions - Table Replace...		0.00	29,936.90	
000239	CITY OF FORT LUPTON		10/15/2024	Regular	0.00	557.00	103408
CIT#133424-1	Invoice	10/07/2024	GF-RESTITUTION CITATION#133424-1-		0.00	532.00	
CIT#E0019800-1	Invoice	10/03/2024	GF-RESTITUTION CIT#E0019800-1-		0.00	25.00	
000269	COLORADO ASPHALT SVCS		10/15/2024	Regular	0.00	1,864.05	103409
0065812	Invoice	10/01/2024	SSTX-EZ ST COLD ASPHALT FOR STREET PA...		0.00	1,864.05	
000307	COMCAST CABLE COMM, LLC		10/15/2024	Regular	0.00	392.52	103410
0116038 OCT24	Invoice	10/01/2024	REC-OCT 2024 PHONE SERVICES-REC CENT...		0.00	178.82	
0147405 OCT24	Invoice	10/01/2024	CPR-PHONE/INTERNET OCT 2024-MUSEUM		0.00	213.70	
001295	COMMERCIAL FITNESS SOLUTIONS INC		10/15/2024	Regular	0.00	292,172.98	103411
9475	Invoice	10/08/2024	RC-2 TREADMILLS 2 ELLIPTICAL UPRIGHT B...		0.00	28,121.00	
9612	Invoice	09/24/2024	RC-Cardio Equipment-Rec		0.00	139,356.00	
9613	Invoice	09/24/2024	RC-Strenght Equipment-REC		0.00	124,695.98	
000340	CUMMINS INC		10/15/2024	Regular	0.00	1,490.66	103412
42-241093451	Invoice	10/02/2024	GF-GENERATOR REPAIRS-PD		0.00	1,490.66	
001374	EPOCH EYEWEAR		10/15/2024	Regular	0.00	584.58	103413
INV-020641	Invoice	10/02/2024	GF-MERCHANDISE-PRO SHOP		0.00	584.58	
000445	EWING IRRIGATION PRODUCTS INC		10/15/2024	Regular	0.00	153.89	103414
13531118	Invoice	09/24/2024	GOLF-GALV EDGE-MAINT		0.00	29.95	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount (Payable)	Discount Amount	Payable Amount	Payment Amount	Number
22288068	Credit Memo	09/01/2024	GOLF-CREDIT FOR RETURN-MAINT		0.00		-50.64		
23532116	Invoice	09/27/2024	GOLF-IRRIGATION SUPPLIES/PARTS-MAINT		0.00		174.58		
002821	FIESTA TIME INC		10/15/2024	Regular		0.00		2,576.00	103415
5704	Invoice	09/01/2024	GF-TENT, TABLES, CHAIRS, SPLASH PARK O...		0.00		2,576.00		
000567	HIGH COUNTRY BEVERAGE CORP		10/15/2024	Regular		0.00		579.80	103416
W-6920596	Invoice	10/07/2024	GOLF-BEVERAGES-PRO SHOP		0.00		579.80		
000714	LEGACY SCHOOL OF DANCE LLC		10/15/2024	Regular		0.00		1,512.00	103417
SEP '24 DANCE	Invoice	09/30/2024	REC-SEPT 2024 DANCE LESSONS-REC CENT...		0.00		1,512.00		
001518	PETS EMERGENCY HOSPITAL		10/15/2024	Regular		0.00		650.00	103418
520685	Invoice	09/19/2024	GF-EMERGENCY VET SERVICES-CODE		0.00		650.00		
001643	PROCODE INC		10/15/2024	Regular		0.00		17,921.46	103419
740809	Invoice	09/30/2024	GF-BUILDING PERMIT SERVICES/PLAN REV...		0.00		17,921.46		
003654	PROGRESSIVE PREFERRED INSURANCE COMPAI		10/15/2024	Regular		0.00		36.00	103420
100824	Invoice	10/08/2024	GF-REFUND FOR DIGITAL EVIDENCE REQ, ...		0.00		36.00		
002265	QUADIENT FINANCE USA INC		10/15/2024	Regular		0.00		701.00	103421
80877446 AUG-S...	Invoice	09/26/2024	GF-POSTAGE RECHARGE 08/24-09/24/24-		0.00		701.00		
003546	SPECTRUM AQUATICS		10/15/2024	Regular		0.00		42,960.00	103422
0219162-IN	Invoice	10/01/2024	REC-SHIPPING & HANDLING-REC CENTER		0.00		1,640.00		
0219162-IN-1	Invoice	10/01/2024	RC-Thermal Kind Pool Cover & Blackfoot III...		0.00		41,320.00		
003655	TRASHCANS WAREHOUSE		10/15/2024	Regular		0.00		5,700.00	103423
00050269	Invoice	09/17/2024	CRP/REC-WASTE CONTAINERS-COM CNTR,...		0.00		5,700.00		
001132	UNDERWATER RECOVERY SPECIALISTS		10/15/2024	Regular		0.00		2,007.00	103424
799	Invoice	09/25/2024	GOLF-INTAKE FLUSH LINE ATTACHMNT A...		0.00		2,007.00		
001137	UNITED POWER		10/15/2024	Regular		0.00		58,690.59	103425
10553102 SEP24	Invoice	09/30/2024	United Power		0.00		22.60		
1194602 SEP24	Invoice	09/30/2024	United Power		0.00		1,017.48		
1195001 SEP24	Invoice	09/30/2024	United Power		0.00		3,740.43		
1195501 SEP24	Invoice	09/30/2024	United Power		0.00		3,799.80		
1195603 SEP24	Invoice	09/30/2024	United Power		0.00		850.34		
1195701 SEP24	Invoice	09/30/2024	United Power		0.00		191.50		
1196401 SEP24	Invoice	09/30/2024	United Power		0.00		36.54		
1207701 SEP24	Invoice	09/30/2024	United Power		0.00		21.24		
1215802 SEPT24	Invoice	10/03/2024	GF-SEPT 2024 ELECTRIC SERVICE (VET OFF...		0.00		81.59		
1223101 SEP24	Invoice	09/30/2024	United Power		0.00		20.00		
1240301 SEP24	Invoice	09/30/2024	United Power		0.00		236.38		
1241801 SEP24	Invoice	09/30/2024	United Power		0.00		1,651.00		
1241903 SEP24	Invoice	09/30/2024	United Power		0.00		185.03		
1276101 SEP24	Invoice	09/30/2024	United Power		0.00		43.89		
1279801 SEP24	Invoice	09/30/2024	United Power		0.00		25.64		
1295501 SEP24	Invoice	09/30/2024	United Power		0.00		77.87		
1296101 SEP24	Invoice	09/30/2024	United Power		0.00		724.84		
1299501 SEP24	Invoice	09/30/2024	United Power		0.00		130.09		
1302801 SEP24	Invoice	09/30/2024	United Power		0.00		2,378.76		
1302901 SEP24	Invoice	09/30/2024	United Power		0.00		76.90		
1316801 SEP24	Invoice	09/30/2024	United Power		0.00		829.69		
1322501 SEP24	Invoice	09/30/2024	United Power		0.00		5,936.48		
1360303 SEP24	Invoice	09/30/2024	United Power		0.00		30.74		
13842400 SEP24	Invoice	09/30/2024	United Power		0.00		61.60		
14427100 SEP24	Invoice	09/30/2024	United Power		0.00		138.69		
15232500 SEP24	Invoice	09/30/2024	United Power		0.00		22.10		
17149700 SEP24	Invoice	09/30/2024	United Power		0.00		59.97		
17761600 SEP24	Invoice	09/30/2024	United Power		0.00		20.18		

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17868800 SEP24	Invoice	09/30/2024	United Power		0.00	20.00	
18057500 SEP24	Invoice	09/30/2024	United Power		0.00	732.22	
18498400 SEP24	Invoice	09/30/2024	United Power		0.00	332.16	
18762100 SEP24	Invoice	09/30/2024	United Power		0.00	20.23	
19545100 SEP24	Invoice	09/30/2024	United Power		0.00	414.74	
19595600 SEP24	Invoice	09/30/2024	United Power		0.00	26.23	
20040100SEP24	Invoice	09/30/2024	United Power		0.00	194.72	
21675200 SEP24	Invoice	09/30/2024	United Power		0.00	185.38	
21675300 SEP24	Invoice	09/30/2024	United Power		0.00	39.20	
22185901 SEP24	Invoice	09/30/2024	United Power		0.00	20.41	
24165100 SEPT24	Invoice	10/03/2024	GF-SEPT 2024 ELECTRIC SERVICE (SPLASH ...		0.00	550.34	
3399301 SEP24	Invoice	09/30/2024	United Power		0.00	58.45	
6601202 SEP24	Invoice	09/30/2024	United Power		0.00	31.25	
6612303 SEP24	Invoice	09/30/2024	United Power		0.00	21.29	
6779701 SEP24	Invoice	09/30/2024	United Power		0.00	12,051.72	
704901 SEP24	Invoice	09/30/2024	United Power		0.00	12,070.60	
7225800 SEP24	Invoice	09/30/2024	United Power		0.00	21.26	
726705 SEP24	Invoice	09/30/2024	United Power		0.00	46.15	
7280200 SEP24	Invoice	09/30/2024	United Power		0.00	21.86	
733101 SEP24	Invoice	09/30/2024	United Power		0.00	200.53	
762901 SEP24	Invoice	09/30/2024	United Power		0.00	1,122.12	
803908 SEP24	Invoice	09/30/2024	United Power		0.00	7,366.84	
8976200 SEP24	Invoice	09/30/2024	United Power		0.00	731.52	
	Void		10/15/2024	Regular	0.00	0.00	103426
	Void		10/15/2024	Regular	0.00	0.00	103427
	Void		10/15/2024	Regular	0.00	0.00	103428
001156	VERIZON WIRELESS SVCS LLC		10/15/2024	Regular	0.00	6,211.06	103429
9974873006	Invoice	09/30/2024	Verizon Bill		0.00	6,211.06	
001189	WELD COUNTY ACCTG DEPART		10/15/2024	Regular	0.00	7,691.20	103430
SEPTEMBER 2024	Invoice	10/01/2024	GF-SEPTEMBER 2024 FUEL CHARGES-		0.00	7,691.20	
001200	WELD COUNTY PUBLIC WORKS		10/15/2024	Regular	0.00	5,532.91	103431
100824	Invoice	10/08/2024	GF-VIA MOBILITY PROG AUG 2023-JULY 2...		0.00	5,532.91	
001207	WESTERN DISTRIBUTING INC		10/15/2024	Regular	0.00	115.20	103432
816617	Invoice	10/04/2024	GOLF-BEVERAGES-PRO SHOP		0.00	115.20	
001820	BADGER METER		10/08/2024	EFT	0.00	2,799.93	9001781
80173166	Invoice	09/30/2024	UF-METER HOSTING/ORION CELLULAR-		0.00	2,799.93	
002600	BEARCOM		10/08/2024	EFT	0.00	557.00	9001782
5618874	Invoice	09/26/2024	GF-LABOR/REPAIRS TO PD VEHICLE-PD		0.00	92.00	
5679543	Invoice	09/01/2024	GF-REPAIRS/INSTALLATION TO PD VEHICLE..		0.00	465.00	
002723	EAGLE ROCK COMPANY OF COLO		10/08/2024	EFT	0.00	839.00	9001783
13114647	Invoice	09/30/2024	GOLF-BEVERAGES-PRO SHOP		0.00	276.80	
13114648	Invoice	09/30/2024	GOLF-BEVERAGES-PRO SHOP		0.00	562.20	
000455	FASTENAL COMPANY 01COFTL		10/08/2024	EFT	0.00	3.25	9001784
COFTL200701	Invoice	09/30/2024	UF-PARTS/SUPPLIES-W LINES		0.00	3.25	
003609	GENERATOR SOURCE LLC		10/08/2024	EFT	0.00	25,120.38	9001785
INV97270	Invoice	09/30/2024	UF- Electrical Prep for Mobile Generator-...		0.00	25,120.38	
000768	MASEK GOLF CAR OF COLORADO		10/08/2024	EFT	0.00	539.24	9001786
01-88506	Invoice	09/01/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	5.90	
01-88621	Invoice	09/01/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	533.34	
000869	OPERATIONS MANAGEMENT INT		10/08/2024	EFT	0.00	141,312.39	9001787
351230-25-10	Invoice	10/01/2024	OMI Monthly Allocations		0.00	141,312.39	
000862	O'REILLY AUTO PARTS		10/08/2024	EFT	0.00	497.77	9001788

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4489-168891	Invoice	09/19/2024	GF-BATTERY -STREETS		0.00	181.32	
4489-169922	Invoice	09/24/2024	CEM-WD-40, PARTS CLEANER-CEMETERY		0.00	16.48	
4489-170274	Invoice	09/25/2024	GF-5 GAL MOTOR OIL-STREETS		0.00	299.97	
003537	QUANTUM PUMP & CONTROLS, LLC		10/08/2024	EFT	0.00	2,650.75	9001789
12186	Invoice	09/25/2024	UF-REPAIRS TO BOOSTER STATION TRSND...		0.00	880.75	
12214	Invoice	09/30/2024	UF-WTP MOTOR INSPECTION-WTP		0.00	1,770.00	
000931	R & L TIRES		10/08/2024	EFT	0.00	98.65	9001790
54780	Invoice	09/25/2024	SF-TIRE REPAIRS-S LINES		0.00	39.65	
54829	Invoice	09/27/2024	GOLF-TIRE REPAIR-MAINT		0.00	44.00	
54838	Invoice	09/30/2024	GOLF-TIRE REPAIR-MAINT		0.00	15.00	
000999	SHAMROCK FOODS COMPANY		10/08/2024	EFT	0.00	3,393.12	9001791
31892102	Invoice	09/26/2024	GOLF-FOOD/BEVERAGES/PREPACKAGED ...		0.00	2,360.70	
31900851	Invoice	09/30/2024	GOLF-FOOD/BEVERAGES/PREPACKAGED ...		0.00	1,032.42	
003411	ULTIMATE DENT REMOVAL LLP		10/08/2024	EFT	0.00	2,116.90	9001792
2071	Invoice	09/01/2024	GF-REPAIRS TO 2020 CHEVY TAHOE-PD		0.00	1,741.90	
2074	Invoice	09/01/2024	GF-REPAIRS TO 2020 CHEVY TAHOE-PD		0.00	375.00	
001594	WILBUR-ELLIS COMPANY LLC		10/08/2024	EFT	0.00	1,106.40	9001793
16810981	Invoice	09/30/2024	GOLF-CHEMICALS/FERTILIZER-MAINT		0.00	1,106.40	
000024	ACE HARDWARE OF FORT LUPTON		10/15/2024	EFT	0.00	25.67	9001794
105656/1	Invoice	09/30/2024	GOLF-CEMENT PVC-MAINT		0.00	25.67	
003355	ADOLFSON & PETERSON CONSTRUCTION		10/15/2024	EFT	0.00	701,761.09	9001795
09	Invoice	10/02/2024	COM CENTER PARK RENO		0.00	49,315.89	
12	Invoice	10/02/2024	RC-REC EXPANSION CONSTRUCTION-REC		0.00	652,445.20	
003196	AMAZE HEALTH		10/15/2024	EFT	0.00	1,710.00	9001796
INV-6933	Invoice	09/30/2024	GF-SEPT '24 MONTHLY USER FEE-MISC		0.00	1,710.00	
001293	AMAZON.COM		10/15/2024	EFT	0.00	3,994.62	9001797
11DL-6T99-6M...	Credit Memo	10/05/2024	GF-CREDIT FOR RETURN DRY ERASE BOAR...		0.00	-65.50	
16GR-4PL9-1KXV	Invoice	10/05/2024	GF-OFFICE AND GENERAL SUPPLIES-PD		0.00	1,138.31	
1DJY-R7XC-1PL9	Invoice	10/05/2024	GF-PAPER PLATES, DUCT TAPE, STEEL CUTT..		0.00	121.45	
1DTP-DR14-4CC4	Invoice	10/05/2024	GF-SPAGHETTI DINNER SUPPLIES-COM EV...		0.00	1,459.58	
1FM3-6TT9-946T	Credit Memo	09/05/2024	GF-CREDIT FOR RETURN REPLACEMENT B...		0.00	-69.99	
1QX6-CQL7-3QJ4	Invoice	10/07/2024	IT Amazon Orders		0.00	1,388.47	
1YRH-HPXK-3Y6X	Invoice	10/05/2024	GF-HIGHLIGHTERS, HAND SANITIZER-FIN		0.00	22.30	
002956	BUTLER SNOW LLP		10/15/2024	EFT	0.00	15,000.00	9001798
10445902	Invoice	10/10/2024	Matter # 057308.241213- USDA Interim L...		0.00	15,000.00	
003166	CODE RED AUDITS, LLC		10/15/2024	EFT	0.00	12,792.90	9001799
INV-FTLP-RC2-24...	Invoice	10/08/2024	Verkada Door Access Rec Center Upstairs ...		0.00	2,205.90	
INV-FTLrcAC-241...	Invoice	10/08/2024	Door magnet system		0.00	10,587.00	
000339	CTL THOMPSON, INC		10/15/2024	EFT	0.00	1,237.50	9001800
720486	Invoice	09/30/2024			0.00	1,237.50	
002723	EAGLE ROCK COMPANY OF COLO		10/15/2024	EFT	0.00	165.48	9001801
13140136	Invoice	10/07/2024	GOLF-BEVERAGES-PRO SHOP		0.00	59.43	
13140137	Invoice	10/07/2024	GOLF-BEVERAGES-PRO SHOP		0.00	106.05	
000425	ELEVATION COFFEE TRADERS		10/15/2024	EFT	0.00	157.00	9001802
108324	Invoice	09/30/2024	GOLF-COFFEE-PRO SHOP		0.00	157.00	
003609	GENERATOR SOURCE LLC		10/15/2024	EFT	0.00	24,957.56	9001803
INV97299	Invoice	10/01/2024	Genertors Annual Mnx		0.00	3,065.15	
INV97300	Invoice	10/01/2024	Genertors Annual Mnx		0.00	2,141.77	
INV97301	Invoice	10/01/2024	Genertors Annual Mnx		0.00	2,174.07	
INV97302	Invoice	10/01/2024	Genertors Annual Mnx		0.00	2,173.55	

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INV97304	Invoice	10/01/2024	Genertors Annual Mnx		0.00	2,087.46	
INV97305	Invoice	10/01/2024	Genertors Annual Mnx		0.00	4,357.47	
INV97306	Invoice	10/01/2024	Genertors Annual Mnx		0.00	2,878.31	
INV97307	Invoice	10/01/2024	Genertors Annual Mnx		0.00	3,721.78	
INV97308	Invoice	10/01/2024	Genertors Annual Mnx		0.00	2,358.00	
002674	HAYES POZNANOVIC KORVER, LLC		10/15/2024	EFT	0.00	6,410.50	9001804
51245	Invoice	10/04/2024	WST-SEPT2024 LEGAL FEES-WATER		0.00	6,410.50	
000698	L.G. EVERIST, INC		10/15/2024	EFT	0.00	370.37	9001805
714810	Invoice	10/03/2024	UF-SQUEEGEE-W LINES		0.00	370.37	
003480	NOCO HUMANE		10/15/2024	EFT	0.00	3,320.00	9001806
1022	Invoice	09/01/2024	GF-ANIMAL BOARDING APR-JUNE 2024-C…		0.00	1,920.00	
1023	Invoice	10/07/2024	GF-ANIMAL BOARDING JULY-SEPT 2024-C…		0.00	1,400.00	
000855	NORTHERN COLO CONSTRUCTORS		10/15/2024	EFT	0.00	238,261.80	9001807
4CO	Invoice	09/30/2024	UF- CO#1 Water Meter Replacement- Wat…		0.00	238,261.80	
000862	O'REILLY AUTO PARTS		10/15/2024	EFT	0.00	344.43	9001808
4489-170414	Invoice	09/26/2024	GOLF-AIR FILTER, OIL FILTER, DEGREASER…		0.00	84.66	
4489-170654	Invoice	09/27/2024	GOLF-BATTERY, CORE CHARGE-MAINT		0.00	64.08	
4489-171585	Invoice	10/01/2024	GF-6 GALLONS ANTIFREEZE-PW SHOP		0.00	107.94	
4489-171604	Invoice	10/01/2024	GF-WIPER BLADES-PD		0.00	40.78	
4489-171666	Invoice	10/01/2024	GF-RELAY-STREETS		0.00	12.54	
4489-173003	Invoice	10/07/2024	GOLF-OIL FILTER, HYD FILTERS-MAINT		0.00	36.51	
4489-173103	Invoice	10/07/2024	GOLF-CORE RETURN, FUEL FILTER-MAINT		0.00	17.15	
OPCM-7512864A	Credit Memo	09/01/2024	GF-CREDIT FOR DOUBLE PAYMENT (CC & …		0.00	-19.23	
003046	PERKINS + WILL, INC.		10/15/2024	EFT	0.00	8,145.00	9001809
222254.000-211…	Invoice	10/07/2024	RC-Design of Additions-Rec Center		0.00	8,145.00	
002411	PINNACLE ELECTRIC & CONSTRUCTION CORP		10/15/2024	EFT	0.00	1,222.43	9001810
24-074	Invoice	10/02/2024	CPR-REPLACE BREAKER @ SPORTS FIELD L…		0.00	1,222.43	
000931	R & L TIRES		10/15/2024	EFT	0.00	20.00	9001811
54938	Invoice	10/07/2024	GF-TIRE REPAIR-ENG		0.00	20.00	
003150	REDI SERVICES, LLC		10/15/2024	EFT	0.00	2,050.00	9001812
0000123905	Invoice	09/30/2024	GF-PORTABLE TOILET SERVICES (COM CEN…		0.00	500.00	
0000123906	Invoice	09/30/2024	CEM-PORTABLE TOILET SERVICES (CEMET…		0.00	250.00	
0000123907	Invoice	09/30/2024	CPR-PORTABLE TOILET SERV (PEARSON PA…		0.00	800.00	
0000123908	Invoice	09/30/2024	GF-PORTABLE TOILET SERV (HERITAGE PA…		0.00	250.00	
0000123909	Invoice	09/30/2024	GF-PORTABLE TOILET SERVICES (DOG PAR…		0.00	250.00	
000999	SHAMROCK FOODS COMPANY		10/15/2024	EFT	0.00	175.84	9001813
31928115	Invoice	10/08/2024	GOLF-FOOD/BEVERAGES-PRO SHOP		0.00	175.84	
001101	TODD HODGES DESIGN, LLC		10/15/2024	EFT	0.00	1,300.00	9001814
3637	Invoice	10/01/2024	GF-PLANNING SERVICES SEPT 23-OCT 6, 2…		0.00	1,300.00	
001126	TYLER TECHNOLOGIES		10/15/2024	EFT	0.00	132.10	9001815
025-481232	Invoice	09/30/2024	GF-INSIGHT PORTAL FEES-COURT		0.00	82.50	
025-481756	Invoice	09/30/2024	GF-COURT TEXT NOTIFICATIONS-COURT		0.00	49.60	
000119	BANK OF COLORADO		10/04/2024	Bank Draft	0.00	6,646.21	DFT0002474
INV0001648	Invoice	10/04/2024	HSA DISTRIBUTION		0.00	6,646.21	
000119	BANK OF COLORADO		10/04/2024	Bank Draft	0.00	610.83	DFT0002475
INV0001649	Invoice	10/04/2024	HSA DISTRIBUTION		0.00	610.83	
001416	VALIC_1		10/04/2024	Bank Draft	0.00	47,029.18	DFT0002476
INV0001650	Invoice	10/04/2024	VALIC - 457(b) $ Contributions		0.00	47,029.18	
001265	IRS		10/04/2024	Bank Draft	0.00	85,920.12	DFT0002477

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
INV0001651	Invoice	10/04/2024	Federal Withholding		0.00	85,920.12	
001418	CO DEPARTMENT OF REVENUE		10/04/2024	Bank Draft	0.00	14,437.00	DFT0002478
INV0001652	Invoice	10/04/2024	CO Withholding		0.00	14,437.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	187	81	0.00	830,971.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	154,643.34
EFT's	75	35	0.00	1,204,589.07
	267	**126**	**0.00**	**2,190,204.27**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	187	81	0.00	830,971.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	154,643.34
EFT's	75	35	0.00	1,204,589.07
	267	**126**	**0.00**	**2,190,204.27**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	10/2024	2,190,204.27
			2,190,204.27

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 1, 2024

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, October 1, 2024. 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, Mayor Pro Tem Chris Ceretto, Councilmembers, Bruce Fitzgerald, Carlos Barron, Claud Hanes, and David Crespin. Councilmember Valerie Blackston participated remotely.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, Public Works Director, Roy Vestal, Chief of Police, William Carnes, Finance Director, Leann Perino and City Attorney, Andy Ausmus.

PERSONS TO ADDRESS COUNCIL

Julie Holm, Assistant Recreation Director and City Liaison for the Youth Advisory Committee, introduced two members of the committee, Maddy Overly and Sebastian Carrasco. Mrs. Holm stated there is currently eight members in the committee and Maddy is the Chair. Maddy volunteered to help during the Recreation Center Grand Re-opening on September 28, 2024. The next volunteer opportunity for the committee will be helping at the Pumpkinfest Event on October 19th. The committee will meet again in November and will discuss other volunteer opportunities and ways to give back to the community. Mrs. Holm also mentioned that shirts for the youth committee have been ordered.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the October 1, 2024, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- September 17, 2024 City Council Meeting Minutes
- Second Reading of Ordinance 2024-1176 RIGHT OF WAY DEDICATION OF LOT 4

OF THE THOMAS MINOR AMENDMENT

- Second Reading of Ordinance 2024-1177 ANNEXING LAND KNOWN AS THE LANCASTER CROSSING ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT
- Second Reading of Ordinance 2024-1178 INITIALLY ZONING LAND KNOWN AS THE LANCASTER CROSSING INITIAL ZONING TO THE 'A' AGRICULTURAL ZONE DISTRICT
- Second Reading of Ordinance 2024-1179 ANNEXING LAND KNOWN AS THE SILVER LINING ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT
- Second Reading of Ordinance 2024-1180 INITIALLY ZONING LAND KNOWN AS THE SILVER LINING INITIAL ZONING, TO THE 'A' AGRICULTURAL ZONE DISTRICT AND 'R-1' SINGLE FAMILY RESIDENTIAL ZONE DISTRICT
- Authorize the City Administrator to Accept a Service Agreement from Dig Deep to Provide Grants-Related Technical Assistance Services for the 2025 Year (AM 2024-161)
- AM 2024-162 Approve the Mayor to Sign as the Consenting Party to an Amended Agreement to Trade Augmentation Station Capacity between Tri-State Generation and United Water and Sanitation District on Behalf of the City of Fort Lupton Utility Enterprise Board
- AM 2024-163 Approve Resolution 2024R050 Revising the Water and Sewer Infrastructure Investment Fee Schedule for 2025, Effective December 1, 2024
- Application for Upper Front Range Transportation Planning Region for Multimodal Transportation and Mitigation Options Fund and Local Match Support Letter for Via Mobility (AM 2024-165)
- Approving the Addition of One (1) Position of an Administrative Assistant Intern for the City Clerk Office Allocated from the General Fund (AM 2024-166)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-164 Approve the Amended Capital Improvement Project Plans by Jacobs (OMI) Budgeted for 2024 for an Amount Not to Exceed $256,604.44 from the Utility Fund. This Amount Includes the Updated Quote Amount for the Ross Valve Project

Jacobs (OMI) increased the quote amount by $15,319.53 on the Ross Valve project to include contingency for the possibility of needing to replace the spool pieces on either side of the Ross Valve during installation. Internal condition of the pipe will not be known until the valve is removed. The overall Capital Improvement Project (CIP) budget is still under by $33,395.56.

It was moved by Chris Ceretto and seconded by David Crespin to Approve the Amended Capital Improvement Project Plans by Jacobs (OMI) Budgeted for 2024 for an Amount Not to Exceed $256,604.44 from the Utility Fund. This Amount Includes the Updated Quote Amount for the Ross Valve Project. Motion passed unanimously on roll call vote.

AM 2024-168 Authorize the Mayor to Execute an Agreement to Purchase Thirty-Eight Shares of Fulton Irrigation from Privateer Bromley, LLC and Fulton Ditch Company for $1,140,000.00

Privateer Bromley, LLC has entered into a purchase and sale agreement with Fulton Irrigation Ditch Company to purchase eighty-eight shares of the Fulton Irrigation Ditch. Privateer Bromley, LLC has determined that it does not want to purchase thirty-eight of the shares, and has offered to assign the City of Fort Lupton its right to purchase the thirty-eight shares of the Fulton Irrigation Ditch Company for $30,000 per share. According to the assignment, the City would be purchasing the thirty-eight shares directly from the Fulton Irrigation Ditch Company. The City continues to ensure we have adequate water for City operations and this water is one source that can be used to accomplish that goal. The land that was historically irrigated by the shares has poor historic use information. The lack of dry-up covenant and poor historic use make the shares unsuitable for conversion to municipal use, but they can be used to irrigate areas within the Fulton Ditch service area, including the Coyote Creek Golf Course. The price of the shares reflects the fact that they cannot at this time be changed to municipal use.

Prior to closing, there is a due diligence time to allow for investigations of the shares. The investigations will allow the City to confirm the historical use of the shares, that the shares can be used to irrigate the golf course and any other locations where the City may need to use the water that are within the Fulton Ditch service area, and whether Fulton Ditch have good and marketable title to the shares. If the results of the investigations are not satisfactory, the City can terminate the purchase agreement before the end of the due diligence period. There is no requirement to pay an earnest money deposit for the shares. The total purchase price is $1,140,000.00.

It was moved by Claud Hanes and seconded by Carlos Barron to Authorize the Mayor to Execute an Agreement to Purchase Thirty-Eight Shares of Fulton Irrigation from Privateer Bromley, LLC and Fulton Ditch Company for $1,140,000.00. Motion passed unanimously on roll call vote.

STAFF REPORTS

Leann Perino, Finance Director, stated the audit has been completed and it was filed with the Office of the State Auditor on Friday, September 27, 2024.

Roy Vestal, Public Works Director, stated a Public Meeting related to the Water Tower Project will be held after the first Town Hall Meeting on November 12, 2024.

MAYOR/COUNCIL REPORTS

Mayor Zo Hubbard reported today was wear a Tie or Tie-Dye day which was inspired by Andy Ausmus, City Attorney, who is always wearing a tie and is impeccably dressed. City staff and Council participated in wearing a tie or tie-dye.

FUTURE CITY EVENTS

October 2, 2024	Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.
October 19, 2024	Pumpkinfest & Haunted Hay Ride – The Fort, South Platte Valley Historic Park, 3:00 p.m. – 8:00 p.m.

UPCOMING MEETINGS

October 8, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 15, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 19, 2024 Budget Meeting, City Hall, 130 S. McKinley Ave. 9:00 a.m.
October 29, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
November 5, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m

ADJOURNMENT

The meeting adjourned at 6:20 p.m.

Submitted by,

____
Maricela Peña, City Clerk

Approved by City Council,

____
Zo Hubbard, Mayor

City Council Meeting
Date: October 15, 2024
Staff: Jeanelle Andersen,
Court Administrator

AM 2024-170
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve a Resolution Appointing Ausmus Law Firm, P.C., as the City Attorney for the City of Fort Lupton and Authorizing the Mayor to Sign the Service Agreement on Behalf of the City

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Fort Lupton Municipal Code provides for the appointment of the City Attorney, an Appointed Official, unless good cause exists pursuant to Section 2-54.

Section 2-51 of the Fort Lupton Municipal Code indicates the City Attorney shall be appointed by majority vote of all members of the City Council. The appointment is for a two-year period and may be reappointed for subsequent terms. The next appoint is for 2024 – 2026. The Ausmus Law Firm, P.C., has served as the City Attorney since November 2012. The Agreement coincides with the appointment.

FINANCIAL CONSIDERATIONS

There is no change in the rate of $600 per Court session for prosecutorial services and a flat rate of $6,500 per month for city attorney services.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

a. Approved Resolution and appoint the Ausmus Law Firm, P.C., for the next two years.
b. Do not renew agreement and instruct staff to begin RFQ process.

STAFF RECOMMENDATIONS

Staff recommends approval of the Resolution and authorize for the Mayor to sign the Agreement.

Attachments: a. Proposed Resolution
b. Agreement

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

AGREEMENT FOR MUNICIPAL SERVICES

THIS AGREEMENT ("Agreement") is made this 15th day of October, 2024, by and between the **AUSMUS LAW FIRM, P.C.** and the **CITY OF FORT LUPTON,** a municipal corporation of the State of Colorado (the "City").

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to contract with the Ausmus Law Firm, P.C. to serve as the City Attorney for the City of Fort Lupton and to serve as the Municipal Prosecutor in the Fort Lupton Municipal Court on the terms established in this Agreement; and

WHEREAS, the Ausmus Law Firm, P.C. desires to serve as the City Attorney and the Municipal Prosecutor in the Fort Lupton Municipal Court.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, the City and the Prosecutor agree as follows:

1. **PROSECUTOR COMPENSATION.** The Prosecutor's compensation shall be paid at the rate of six hundred dollars ($600.00) per court session. Within the compensation rate of $600.00 per court session Prosecutor shall perform all associated duties including but not limited to those described in Paragraph 2 of this Agreement. The Prosecutor shall submit an invoice for the prosecution services by the 1st of each month, and the City shall pay such invoice within 15 days of receipt.

2. **PROSECUTOR SCOPE OF SERVICES.** In addition to attending court, the Prosecutor shall be responsible for all facets of prosecution for the City, including pre-trial conferences, arraignments, interviewing witnesses, and such bench or jury trials as may be required by the City, subject to the terms of this Agreement. Discovery requests will not be processed by the Prosecutor, except to the extent of referring requests to the Municipal Court Clerk, and the Prosecutor shall be responsible for handling appeals, with each appeal to be treated as a court session. The Prosecutor may be required to undertake enforcement of City code violations from time to time. The Prosecutor may also be required to attend meetings and conferences with City staff, as directed, to be available to answer inquiries from Police Officers about pending or potential cases and to conduct occasional training sessions for City staff as directed by the City.

   The Prosecutor shall at all times during the term of this Agreement comply with the Colorado Rules of Municipal Court Procedure, the constitutions and applicable laws of the United States and the State of Colorado, and the Ordinances, Resolutions and Regulations of the City. The Prosecutor shall consult with the Court Administrator as needed, including attending meetings as requested, to support the City in the ongoing development of the Municipal Court. All attorneys working as the Prosecutor shall be currently licensed to practice law by the Colorado Supreme Court and shall remain in good standing during the term of this Agreement.

   The Prosecutor acknowledges that the City has retained the Prosecutor because of the special expertise of the Ausmus Law Firm, P.C., possess. Prosecutor shall be permitted to retain one other qualified attorney to assist with the provision of services upon written approval of the City. Prosecutorial services shall be limited to these individuals, except in the event of emergency or unforeseen circumstances beyond the control of Prosecutor.

3. **PROSECUTOR REPORTING.** The Prosecutor shall keep the City and Court Administrators informed of any unusual or noteworthy events or cases. Items that should be reported include, but shall not be limited to, threatened appeals, cases with multiple witnesses, cases for which witnesses failed to appear, cases with belligerent or uncooperative defendants, non-traffic cases in which the defense involved a credible allegation of Officer misconduct, and cases in which the plea-bargained disposition was outside of the normal guidelines.

4. **CITY ATTORNEY COMPENSATION.** In addition to the role of Prosecutor, the City retains the Ausmus Law Firm, P.C., to act as City Attorney for Fort Lupton with the powers and duties set forth in FMC Sec. 2-56. The Ausmus Law Firm, P.C., shall be compensated at the flat rate of $6,500 per month for any legal work performed as the City Attorney for Fort Lupton. Any non-CIRSA covered litigation shall be billed in addition to the flat fee referenced herein at the rate of $135 per hour. Said compensation shall be in addition to any compensation set forth above for prosecution services. Ausmus Law Firm, P.C. shall submit a monthly invoice for legal services performed as City Attorney. The City shall pay said invoice within 15 days of receipt of the monthly hourly invoice.

5. **CITY ATTORNEY SCOPE OF SERVICES.** The Ausmus Law Firm, P.C. shall undertake all such legal services necessary to act as City Attorney and chief legal adviser to the City as set forth in FMC Sec. 2-56 and as may be directed by the City's Director of Finance and Administration. The Ausmus Law Firm, P.C. shall attend such City Council meetings as directed by the City and be available to meet and advice City personnel on outstanding legal matters involving the City and its interests. The Ausmus Law Firm, P.C. may from time to time retain special outside counsel to assist it in providing City Attorney services, with such services to be compensated at the rate set forth above in paragraph 4 unless a higher rate is approved by the City Administrator.

6. **ANNUAL BUDGET/APPROPRIATION.** Notwithstanding any provision of this Agreement to the contrary, the City is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the City other than funds appropriated for the payment of current expenditures. All payment obligations of the City under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City.

7. **INDEPENDENT CONTRACTOR.** This Agreement is one for independent contractor services. The City Attorney and the Prosecutor are independent contractors and shall not be considered employees of the City for purposes of any federal or state law. The City shall not be obligated to secure and shall not provide any employment benefits of any kind or type to or for the Independent Contractors, including but not limited to worker's compensation, disability insurance, errors and omissions insurance, vacation or sick leave, retirement contributions, or other benefits. The City Attorney and Prosecutor shall be responsible for any federal and state income tax withholding on moneys earned pursuant to this Agreement. The services provided hereunder shall be supervised by the City Director of Finance.

8. **INSURANCE.** The City Attorney and Prosecutor shall maintain professional liability insurance with minimum combined single limits of five hundred thousand dollars ($500,000.00). The City shall

also provide the City Attorney with such additional professional liability coverage as the parties mutually agree if appropriate.

9. **EXPENSES AND MATERIALS.** The City Attorney and Prosecutor will be reimbursed for any incidental expenses incurred by the City Attorney and Prosecutor in the performance of services for the City.

10. **EFFECTIVE DATE.** This Agreement becomes binding and effective as of December 1, 2022, and is executed by the parties and shall continue until November 30, 2024.

11. **TERMINATION WITHOUT CAUSE OR REASON.** This Agreement may be terminated by either party without cause or reason at any time by giving thirty (30) days written notice to the other party. In such event of termination, the City Attorney and Prosecutor shall continue services during such thirty-day period and shall reasonably assist the City in the transfer of services to a new Prosecutor in accordance with the rules governing professional responsibility for attorneys practicing in the State of Colorado.

12. **ENTIRE AGREEMENT/TERMINATION OF PRIOR AGREEMENTS.** This Agreement shall constitute the entire agreement between the parties and is binding upon and inures to the benefit of the City Attorney and Prosecutor's successors, heirs at law and executors. This Agreement supersedes any and all prior agreements between the parties.

13. **SEVERABILITY.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

14. **AMENDMENTS.** The terms and conditions of this Agreement may be modified only by the mutual written consent of the City Attorney, Prosecutor and the City Council.

15. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.

16. **NO WAIVER.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

17. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

18. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf and the Judge has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

CITY OF FORT LUPTON	AUSMUS LAW FIRM, P.C.
By: ___________________________________ Zo Hubbard, Mayor	By: ___________________________________ J. Andrew Ausmus, President
ATTEST:	APPROVED AS TO FORM:
By: ___________________________________ Maricela Peña, City Clerk	By: ___________________________________

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, APPOINTING THE CITY ATTORNEY FOR THE CITY OF FORT LUPTON, COLORADO

WHEREAS, Section 31-4-107 C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Sections 2-51 of the Fort Lupton Municipal Code provides for the appointment of the City Attorney by the City Council; and

WHEREAS, the City Council desires to re-appoint the City Attorney for a two (2) year term.

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

That Ausmus Law Firm, P.C., is hereby re-appointed as City Attorney for the City of Fort Lupton, Colorado, pursuant to sections 2-51 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-56 of the code and as assigned by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED by a majority vote of those elected to the City Council the 15th day of October, 2024.

CITY OF FORT LUPTON, COLORADO

____

Zo Hubbard, Mayor

ATTEST:

____

Maricela Peña, City Clerk

APPROVED AS TO FORM:

____

Andy Ausmus, City Attorney

City Council Meeting
Date: October 15, 2024
Staff: Jeanelle Andersen,
Court Administrator

AM 2024-171
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution to Appoint Louis A. Gresh as the Municipal Judge for the City of Fort Lupton and Authorizing the Mayor to Sign the Service Agreement on Behalf of the City

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Fort Lupton Municipal Code provides for the appointment of the Municipal Judge, an Appointed Official, unless good cause exists pursuant to Section 2-54.

Section 2-51 of the Fort Lupton Municipal Code indicates the Municipal Judge shall be appointed by majority vote of all members of the City Council. The appointment is for a two-year period and may be reappointed for subsequent terms. The next appointment is for 2024 – 2026. Louis Gresh has served as the Municipal Judge since November 2012. The Agreement coincides with the appointment.

FINANCIAL CONSIDERATIONS

There is no change in the rate of $1,600 per month for judicial services.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

a. Approve Resolution and appoint Louis A. Gresh as Municipal Judge for the next two years.
b. Do not renew agreement and instruct staff to begin RFQ process.

STAFF RECOMMENDATIONS

Staff recommends approval of the Resolution and authorize for the Mayor to sign the Agreement.

Attachments: a. Proposed Resolution
b. Agreement

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

___________________________________ City Clerk

____________ Date

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, APPOINTING THE MUNICIPAL JUDGE FOR THE CITY OF FORT LUPTON, COLORADO

WHEREAS, Section 13-10-105(1) C.R.S. authorizes and directs statutory cities to appoint a municipal judge by the City Council; and

WHEREAS, Sections 2-51 and 2-142 of the Fort Lupton Municipal Code provides for the appointment of the Municipal Judge by the City Council; and

WHEREAS, the City Council desires to re-appoint the Municipal Judge for a two (2) year term.

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

That Louis A. Gresh is hereby re-appointed as Municipal Judge for the City of Fort Lupton, Colorado, pursuant to sections 2-51 and 2-142 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-146 of the code and as assigned by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED by a majority vote of those elected to the City Council the 15th day of October, 2024.

CITY OF FORT LUPTON, COLORADO

____
Zo Hubbard, Mayor

ATTEST:

____
Maricela Peña, City Clerk

APPROVED AS TO FORM:

____
Andy Ausmus, City Attorney

AGREEMENT FOR MUNICIPAL JUDGE SERVICES

THIS AGREEMENT ("Agreement") is made this 15th day of October, 2024, by and between **LOUIS A. GRESH** (hereinafter "Judge") and the **CITY OF FORT LUPTON,** a municipal corporation of the State of Colorado (the "City").

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to appoint and contract with LOUIS A. GRESH to serve as Municipal Judge in the Fort Lupton Municipal Court on the terms established in this Agreement; and

WHEREAS, LOUIS A. GRESH desires to serve as the Municipal Court Judge in the Fort Lupton Municipal Court.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, the City and the Judge agree as follows:

1. **JUDGE'S COMPENSATION.** The Judge is being appointed as the Presiding Judge of the Fort Lupton Municipal Court. The Judge's compensation shall be paid at the rate of one thousand six hundred dollars ($1,600.00) per month. Within the compensation rate of $1,600 per month, the Judge shall perform all associated judicial duties, including but not limited to, those described in Paragraph 2 of this Agreement. The Judge shall cause to be submitted an invoice for the judicial services by the 1st of each month, and the City shall pay such invoice within 15 days of receipt. The rate charged herein shall be effective for the term of this Agreement, without modification unless agreed by parties in writing.

2. **JUDGE'S SCOPE OF SERVICES.** The Judge shall be responsible for all typical judicial duties as set forth in applicable provisions of the Fort Lupton Municipal Code, which are incorporated herein and as dictated by the Colorado Municipal Court Rules and the Colorado Rules of Professional Responsibility.

   The Judge shall at all times during the term of this Agreement comply with the Colorado Municipal Court Rules, the Constitutions and applicable laws of the United States and the State of Colorado, and the Ordinances, Resolutions and Regulations of the City. The Judge shall be currently licensed to practice law by the Colorado Supreme Court and shall remain in good standing during the term of this Agreement.

3. **ANNUAL BUDGET/APPROPRIATION.** Notwithstanding any provision of this Agreement to the contrary, the City is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the City other than funds appropriated for the payment of current expenditures. All payment obligations of the City under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City.

4. **INDEPENDENT CONTRACTOR.** This Agreement is one for independent contractor services. The Judge is appointed to this position by City Council pursuant to the Fort Lupton Municipal Code. The Judge is an independent contractor and shall not be considered an employee of the City for

purposes of any federal or state law. The City shall not be obligated to secure and shall not provide any employment benefits of any kind or type to or for the Independent Contractor, including but not limited to worker's compensation, disability insurance, errors and omissions insurance, vacation or sick leave, retirement contributions, or other benefits. The Judge shall be responsible for any federal and state income tax withholding on moneys earned pursuant to this Agreement.

5. EFFECTIVE DATE. This Agreement becomes binding and effective as of December 1, 2024, and execution of this Agreement by the parties and shall continue until November 30, 2026.

6. TERMINATION WITHOUT CAUSE OR REASON. This Agreement may be terminated for cause only as set forth in C.R.S. Sec. 13-10-105 (2) and FMC Sec. 2-54.

7. ENTIRE AGREEMENT/TERMINATION OF PRIOR AGREEMENTS. This Agreement shall constitute the entire agreement between the parties. This Agreement supersedes any and all prior agreements between the parties.

8. SEVERABILITY. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

9. AMENDMENTS. The terms and conditions of this Agreement may be modified only by the mutual written consent of the Judge and the City Council.

10. GOVERNING LAW AND VENUE. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.

11. NO WAIVER. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

12. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

13. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf and the Judge has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

CITY OF FORT LUPTON

By: _______________________________________
Zo Hubbard, Mayor

ATTEST:

By: _______________________________________
Maricela Peña, City Clerk

LOUIS A. GRESH

By: _______________________________________
Louis A. Gresh

APPROVED AS TO FORM:

By: _______________________________________
Andy Ausmus, City Attorney

City Council Meeting
Date: October 15, 2024
Staff: Chris Cross, City Administrator

AM 2024-173
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution to Appoint Maricela Peña as the City Clerk for the City of Fort Lupton.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Fort Lupton Municipal Code provides for the appointment of the City Clerk, an Appointed Official, unless good cause exists pursuant to Section 2-54.

Section 2-51 of the Fort Lupton Municipal Code indicates the City Clerk shall be appointed by majority vote of all members of the City Council. The appointment is for a two-year period and may be reappointed for subsequent terms. This appointment will be for 2024 to 2026.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Staff has no position on selection and approval of Appointed Officials for the City.

Attachments:

a. Resolution

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

____
City Clerk

____
Date

RESOLUTION 2024R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RE-APPOINTING MARICELA PEÑA AS CITY CLERK FOR THE CITY OF FORT LUPTON, COLORADO

WHEREAS, Section 31-4-107 C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Sections 2-51 of the Fort Lupton Municipal Code provides for the appointment and reappointment of the City Clerk by the City Council; and

WHEREAS, the City Council desires to appoint Maricela Peña as City Clerk until November 2026.

NOW THEREFORE BE IT RESOLVED that Maricela Peña is hereby appointed as City Clerk for the City of Fort Lupton, Colorado, pursuant to section 2-51 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-55 of the code and as assigned to her by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 15th DAY OF OCTOBER 2024.

City of Fort Lupton, Colorado

____

Zo Hubbard, Mayor

Attest:

____

Maricela Peña, City Clerk

Approved as to form:

____

Andy Ausmus, City Attorney

City Council Meeting
Date: October 15, 2024
Staff: Andy Ausmus, City Attorney

AM 2024-174
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution to Appoint Christopher Cross as the City Administrator for the City of Fort Lupton.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Fort Lupton Municipal Code provides for the appointment of the City Administrator, an Appointed Official, unless good cause exists pursuant to Section 2-54.

Section 2-51 of the Fort Lupton Municipal Code indicates the City Administrator shall be appointed by majority vote of all members of the City Council. The appointment is for a two-year period and may be reappointed for subsequent terms. This appointment will be for 2024 to 2026.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Staff has no position on selection and approval of Appointed Officials for the City.

Attachments:

a. Resolution

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

RESOLUTION 2024R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RE-APPOINTING CHRISTOPHER CROSS AS THE CITY ADMINISTRATOR FOR THE CITY OF FORT LUPTON, COLORADO

WHEREAS, Section 31-4-107 C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Sections 2-51 of the Fort Lupton Municipal Code provides for the appointment and reappointment of the City Administrator by the City Council; and

WHEREAS, the City Council desires to appoint Christopher Cross as City Administrator until November 2026.

NOW THEREFORE BE IT RESOLVED that Christopher Cross is hereby appointed as City Administrator for the City of Fort Lupton, Colorado, pursuant to section 2-51 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-55 of the code and as assigned to him by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 15th DAY OF OCTOBER 2024.

City of Fort Lupton, Colorado

____

Zo Hubbard, Mayor

Attest:

____

Maricela Peña, City Clerk

Approved as to form:

____

Andy Ausmus, City Attorney

City Council Meeting
Date: October 15, 2024
Staff: Mari Peña, City Clerk

AM 2024-172
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Contract with Branding by Bre as Public Relations Consultant for the City of Fort Lupton for an amount of $3,500 per month ($42,000 Annually) Allocated from the City Clerk Contractual Services Budget.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Branding by Bre owner Breann Lind, has been working for the City of Fort Lupton (City) for the last 3 years as the Public Relations Consultant. Prior to the 3 years, she worked for 2 years with the Tallent Company, the City's then communications firm.

Branding by Bre has been managing social media accounts for all departments within the City of Fort Lupton, including the Fort Lupton Recreation Center, Coyote Creek Golf Course, and the Fort Lupton Museum. Bre also provides temporary coverage for the Marketing and Communication Specialist.

The attached Scope of Work details the service that is currently being supplied to each department at the City.

FINANCIAL CONSIDERATIONS

This is part of the City Clerks budget in the general fund.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the Contract with Branding by Bre
2. Deny the Contract and look for alternative options.

STAFF RECOMMENDATIONS

Staff recommends approval.

Attachments: a. Scope of Services

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

____
City Clerk

____
Date

MARKETING PROPOSAL 2025

Scope of Work

City of Fort Lupton
Fort Lupton Recreation Center
Coyote Creek Golf Course
City of Fort Lupton Museum

by Branding by Bre

Branding by Bre
970.587.3201
www.BrandingByBre.com

Dear Mayor, Council, and City Staff,

Thank you for the opportunity to discuss how we can continue to support the City of Fort Lupton. I have had the pleasure of working with The Tallent Company, your former communications firm, for two years, and as Branding by Bre for the past three years. During this time, I have seen firsthand the value of having a dedicated individual focused on building proactive relationships through community outreach, external communication, and strategic planning.

For the past five years, I have managed accounts for The City of Fort Lupton, Fort Lupton Police Department, Fort Lupton Recreation Center, Fort Lupton Parks, Coyote Creek Golf Course, and The City of Fort Lupton Museum. In this role, we have developed social media content, created social graphics and event flyers, managed social media interactions, updated and edited websites, marketing for events and performed various other tasks.

My team specializes in working with small businesses and municipalities to establish a strategic and consistent approach to external communication. This helps our clients effectively tell their stories and connect with their communities.

We value the partnership we've built together and appreciate the opportunity to continue supporting your City. As we plan for the upcoming year, we want to inform you that beginning January 2025, our rate will increase to $3,500 for the services outlined in the attached scope of work. This adjustment reflects the growing demands and complexities of our work while ensuring we maintain the high quality of service you've come to expect. Any additional projects or accounts outside the current scope will be billed at an additional rate.

Please review the scope of work outlined in the following pages, which details the services we are currently providing for the City of Fort Lupton. We appreciate the opportunity to continue this discussion and am available to address any further questions you may have.

Thank you.
Sincerely,

Breann Lind

Branding by Bre
970.587.3201
www.BrandingByBre.com
Bre@BrandingbybBre.com

INTRODUCTION

I am grateful for the opportunity to introduce you to my business, our team and how our strengths can help grow your business.

To introduce myself, I'm Bre the lead photographer, videographer, content creator, and social strategist behind Branding by Bre. Our team's passion is helping small businesses and community organizations become successful in their marketing and online presence by showing their authentic brand, which is most often themselves.

Breann Lind

Branding by Bre
970.587.3201
www.BrandingByBre.com
Bre@BrandingbybBre.com

ABOUT US

Our team specializes in helping small businesses and municipalities stay relevant online with ease and a clear strategy.

We geek out over content planning and your imagery because it enables you to consistently show up for your brand, which is vital when building your social presence and connecting with your ideal clients.

Our team helps with:

- Creative Marketing
- Brand Photography
- Videography
- Social Media Marketing, Strategy + Management
- Community Outreach

Breann Lind
CEO, Branding by Bre

Tabatha Erb
Website Creation
CEO, Erb Element

Kristen Wolf
Content Creation
Branding by Bre

Cassidy Hiesler
Associate Photographer + Videographer
Branding by Bre

Diandra Brooks
Associate Photographer
Branding by Bre

CITY OF FORT LUPTON

- Public Relations Consultant
  - Act as the public relations consultant to the executive leadership of the client.
  - Provide temporary coverage for the current Marketing and Communication Specialist.
    - Ensure continuity in marketing and communication activities during their leave of absence.
      - Create and publish to social media non-emergent news releases.
      - Create and publish to social media as needed for external communication & branding pieces from the client.
      - Manage social media outlets including creating and publishing posts and managing comments and engagement on various platforms.
      - Our team does have limited availability after office hours and weekends for extreme emergencies.
- Weekly Notification
  - Collect and compile information for the Weekly Notification from all sectors of the City.
  - Obtain approval, make necessary edits, and publish the Weekly Notification and the alert system and post to the website on a weekly basis.
- Graphic Design and Additional Support
  - Provide advisory services on graphic design and other related needs such as signage.
    - Note: Our team is not responsible for final additional design, printing, or any other costs associated with these projects.

FORT LUPTON RECREATION CENTER

- Public Relations Consultant
  - Act as the public relations consultant to the executive leadership of the client.
  - Our team does have limited availability after office hours and weekends for extreme emergencies.
- Social Media Management
    - Create and publish to social media non-emergent news releases.
    - Create and publish to social media as needed for external communication & branding pieces from the client.
      - Compile information from heads of the departments or from the Fort Lupton Recreation Center's Recreation Activity Guide to create graphic and text content, obtain approval, make necessary edits, and publish to social media.
      - Develop and publish strategic, engaging social media content with a minimum of three posts per week.
    - Manage social media outlets including creating and publishing posts and managing comments and engagement on various platforms.
    - Manage and create events on Facebook.
- Website
  - Editing, updating, and applying approved public relations content on the client's website.
    - Fitness schedules and flyers
    - Closures and re-openings
    - Updating pages with relevant dates, times, events, etc.
- Fort Lupton Recreation Center Monthly Newsletter
  - Collect and compile information for the Newsletter from all sectors within the Recreation Center, such as Fitness, Active Adults, Aquatics, Sports, etc.
  - Obtain approval, make necessary edits, and publish the Monthly Newsletter on a monthly basis.
- Graphic Design and Additional Support
  - We are currently developing 15 or more flyers and social media content monthly for the Fort Lupton Recreation Center, covering areas such as Fitness, Aquatics, Teens, Active Adults, Sports, Events, Activity Guide and other various activities and events.
    - These items are usually reviewed and sent back to the client within 3 business days for approval and publishing.
  - Provide advisory services on graphic design and other related needs such as signage.
    - Note: Our team is not responsible for final additional design, printing, or any other costs associated with these projects.
- Community Events
  - Provide graphic design for flyers and social media event banners when requested by the Special Events Coordinator.
    - For example, we created the initial flyer for Trapper Days 2024, and Fort Lupton Staff used that template to make their own updates and modifications.

COYOTE CREEK GOLF COURSE

- Public Relations Consultant
  - Act as the public relations consultant to the executive leadership of the client.
  - Our team does have limited availability after office hours and weekends for extreme emergencies.
- Social Media Management
    - Create and publish to social media non-emergent news releases.
    - Create and publish to social media as needed for external communication & branding pieces from the client.
      - Develop and publish strategic, engaging social media content with a minimum of two posts per week.
      - Compile information from Coyote Creek to create graphic and text content, obtain approval, make necessary edits, and publish to social media.
    - Manage social media outlets including creating and publishing posts and managing comments and engagement on various platforms.
    - Manage and create events on Facebook.
- Graphic Design and Additional Support
  - Develop flyers and marketing for various tournaments, activities and events.
  - Provide advisory services on graphic design and other related needs such as signage.
    - Note: Our team is not responsible for final additional design, printing, or any other costs associated with these projects.

CITY OF FORT LUPTON MUSEUM

- Public Relations Consultant
  - Act as the public relations consultant to the executive leadership of the client.
  - Our team does have limited availability after office hours and weekends for extreme emergencies.
- Social Media Management
    - Create and publish to social media non-emergent news releases.
    - Create and publish to social media as needed for external communication & branding pieces from the client.
      - Develop and publish strategic, engaging social media content with a minimum of two posts per week.
      - Compile information from The Museum to create graphic and text content, obtain approval, make necessary edits, and publish to social media.
    - Manage social media outlets including creating and publishing posts and managing comments and engagement on various platforms.
    - Manage and create events on Facebook.
- Website
  - Editing, updating, and applying approved public relations content on the client's website page.
- Graphic Design and Additional Support
  - Develop flyers and marketing for various activities and events at the Museum or where the Museum is involved.
  - Provide advisory services on graphic design and other related needs such as signage.
    - Note: Our team is not responsible for final additional design, printing, or any other costs associated with these projects.

City Council Meeting
Date: October 15, 2024
Staff: Julie Holm,
Assistant Recreation Director

AM 2024-175
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a 3-year Agreement with Colorado Portables for Portable Toilet Services Effective January 2025, Allocated from the Recreation Center, Community Center, Parks, Events, and Cemetery Funds

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City currently uses portable toilets at various park locations throughout the year and for a few special events. It is advisable to switch the current services from REDI Services, LLC to Colorado Portables in January 2025. Current services from REDI Services, LLC and a quote received from Fuzion Field Services were considered. Colorado Portables, a Fort Lupton based business, will also provide handwashing needs for the City Parks and Events.

FINANCIAL CONSIDERATIONS

We are currently paying $50 per portable toilet unit (weekly fee for both Standard and ADA). Colorado Portables will charge us $30 per standard toilet (weekly) and $50 per ADA toilet (weekly). We consistently use toilets at Heritage Park, Dog Park, Community Center Park, and the Cemetery. Pearson Park utilizes this service Spring – Fall. Events use portable toilets and handwashing stations for Independence Day, Trapper Days and Pumpkinfest.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

Staff recommends approval of the 3-year agreement from Colorado Portables effective January 2025.

Attachments: a. Colorado Portables Agreement

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

____
City Clerk

____
Date

Portable Toilet Supply Agreement

This Portable Toilet Supply Agreement (the "Agreement") is made and entered into as of [Date], by and between:

Supplier: Colorado Portables, LLC
1270 Factory Drive
Fort Lupton, CO 80621
720-799-3261
admin@coportables.com

Supplier Contact: Paola Ramirez
720-813-9349
paola@coportables.com

Customer: Fort Lupton
203 S. Harrison Avenue
Fort Lupton, CO 80621
303-857-6694

Customer contact: Julie Holm
720-466-6163
JHolm@FortLuptonCo.Gov

1. Term This Agreement shall commence on January ______, 2025 and shall continue in full force and effect for a period of three (3) years, terminating on January ______, 2025, unless terminated earlier in accordance with the provisions of this Agreement.

2. Services The Supplier agrees to provide the following services (the "Services"):

- Deliver and set up the portable toilets at the Customer's designated location(s).
- Regular weekly servicing, including cleaning and waste removal.
- Maintenance and repair of the portable toilets as needed.
- Pick-up of portable toilets as requested by the Customer and when Supplier is servicing in the area.

3. Payment The Customer agrees to pay the Supplier, based on a 28-day advanced billing cycle:

- $120, for each standard portable unit, with 1x per week servicing,
- $200, for each ADA portable unit, with 1x per week servicing,
- $130, for each handwashing station, with 1x per week servicing,
- An additional $10 per billing cycle, per unit, for winterization from November-March of each year
- Payments shall be made within 30 days of the invoice date.

4. Responsibilities of the Customer The Customer shall:

- Provide access to the location where the portable toilets will be placed.
- Ensure that the location is suitable for the setup and operation of the portable toilets to be used and accessed for weekly servicing.
- Notify the Supplier of any issues or concerns regarding the portable toilets.

5. Termination Either party may terminate this agreement for convenience by providing 60 days notice to the other.

6. Insurance The Supplier shall maintain appropriate insurance coverage for its operations, including liability insurance.

7. Liability This limitation on liability shall not apply to acts of gross negligence on behalf of the Supplier. The Supplier shall not be liable for any indirect, incidental, or consequential damages arising out of or related to the Services provided under this Agreement. The Supplier's liability for any direct damages shall be limited to the amount paid by the Customer for the Services in the month in which the damage occurred. To the extent portables units are regularly damaged by Customer's usage, Customer will reimburse Supplier for equivalent cost of unit.

8. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

9. Entire Agreement This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

10. Amendments Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

11. Notices All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or sent by certified mail to the addresses set forth above.

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

Colorado Portables, LLC:

By: ___________________________
Name: Patrick Maloney
Title: Manager

Fort Lupton Recreation:

By: ___________________________
Name: ________________________
Title: __________________________

City Council Meeting
Date: October 15, 2024
Staff: Julie Holm,
Assistant Recreation Director

AM 2024-177
Public Hearing☐

SUBJECT FOR DISCUSSION

Ratifying the City Administrator's Signature on a Purchase Contract with Schomp Automotive and Approving the Purchase of a 15-Passenger Van for the Community Center in the Amount of $70,469.00 Allocated from the Community Center Fund Capital Expenditures

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This purchase is part of the 2024 Capital Projects for the Community Center. Council approved the purchase of (2) new, 15 passenger vans from Larry H. Miller Ford Lakewood in January 2024. These vans were to be delivered in late May/ early June of 2024. Due to unforeseen circumstances at Ford, these vans have not gone into production. A 15 passenger Van at Schomp Ford Aurora, was purchased as a replacement for 1 of the vans previously ordered from Larry H. Miller Ford.

FINANCIAL CONSIDERATIONS

A total of $130,000.00 was budgeted for (2) vans. The one van purchased from Schomp Ford is a 2024, 15 Passenger Ford Transit with a total cost of $70,469.00.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

Attachments:

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

____
City Clerk

____
Date

City Council Meeting
Date: October 15, 2024
Staff: Mari Peña, City Clerk

AM 2024-179
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution of the City of Fort Lupton Waiving the $25.00 Fee for Business License Renewal Applications Through March 31, 2025

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City Clerk's Office is desiring to provide a benefit for businesses who renew their 2025 Business License prior to March 31, 2025. The fee would be waived ONLY on the businesses that renew their business license, not on initial applications for a Business License. Providing this benefit may encourage businesses to apply in a timely manner.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. Approve the Resolution waiving the $25 fee
2. Deny the Resolution.

STAFF RECOMMENDATIONS

Staff seeks approval.

Attachments: a. Proposed Resolution

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

____
City Clerk

____
Date

RESOLUTION 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON WAIVING THE FEE FOR BUSINESS LICENSE RENEWAL APPLICATIONS THROUGH MARCH 31, 2025

WHEREAS, in 2002, the Fort Lupton City Council adopted Ordinance 805, setting the fee for new Sales Tax license to be set by Resolution; and

WHEREAS, in 2002, Resolution 2002-049 was approved setting the fee to $25 for each new Sales Tax license and each renewal license under Municipal Code Section 4-80; and

WHEREAS, in 2015, Ordinance 995 was adopted avoiding duplication and providing for the efficiency and a clear understanding of a Business License and Sales Tax License,

WHEREAS, because the Sales Tax License met the same requirements of a Business License and the fee structure for a Business License can be approved by Resolution, the Ordinance repealed and reenacted several sections of Fort Lupton Municipal Code, Chapter 6, Article I; and

WHEREAS, the City Clerk's Office is desiring to provide a benefit for businesses who renew their 2025 Business License prior to March 31, 2025; and

WHEREAS, providing this benefit may encourage businesses to apply in a timely manner.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, hereby approves waiving the Business License renewal application fee of $25.00, if a business applies and submits a completed application for a license prior to March 31, 2025.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 15TH DAY OF OCTOBER 2024.

City of Fort Lupton, Colorado

____
Zo Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

SUBJECT FOR DISCUSSION

Approving a Resolution for a Special Use Permit by Western Midstream for a Buried Gathering Pipeline.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Applicant has submitted a request for a Special Use Permit that would allow for a four-inch buried gathering pipeline to carry crude oil to an existing gathering system. Once construction is complete, the site will be reclaimed to the original grade and either be reseeded with a seed mixture based on landowners preference or a dryland pasture seed mix.

The line will originate at the O&G facility located on SE corner of parcel ID # 130930000076 south along County Road 18 and approximately 700 feet east of the intersection of County Road 25. From there the line will travel NNW along the property line where it will turn due west, just south of CR 18. The Line will then travel West until it reaches the NW corner of parcel ID # 131125100051, approximately 1,500 feet west of the intersection of County Road 25. From there the line will turn to the north, exiting the City of Fort Lupton. 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

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.

STAFF RECOMMENDATIONS

Planning Commission and Staff recommend conditional approval of the Western Midstream Pipeline Special Use Permit. The conditions are listed in the proposed resolution provided to Council.

Attachments: a. Proposed Resolution

Certification of Council Approval:
Ordinance No. _______________ _______________________________ City Clerk ____________ Date
Resolution No. _______________

b. Planning Commission Resolution 2024-016
c. Planning Commission Minutes
d. Staff Report
e. Project Narrative
f. Site Plan
g. Legal Notifications

RESOLUTION NO. 2024RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SPECIAL USE PERMIT FOR A GATHERING PIPELINE BY WESTERN MIDSTREAM, ON THREE PARCELS LOCATED IN PORTIONS OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on September 26, 2024, for the purpose of reviewing the application from Western Midstream for a special use permit for a gathering pipeline; 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 October 15, 2024; 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 recording:**

   A. All red lines from staff shall be addressed.
   B. All referral responses shall be addressed or acknowledged

II. **Prior to construction:**

   A. Special Use Permit map set shall be submitted to the Community Development Office for recording.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 15th DAY OF OCTOBER, 2024.

City of Fort Lupton, Colorado

____
Zo Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

RESOLUTION NO. P2024-016

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SPECIAL USE PERMIT FOR A BURIED GATHERING PIPELINE, ON THREE PARCELS LOCATED IN PORTIONS OF THE NORTHWEST QUATER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on September 26, 2024, for the purpose of reviewing the application from Western Midstream for a special use permit for a buried gathering pipeline; 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 Western Midstream Pipeline for a portion of a buried gathering pipeline, conditional upon the following:

I. Prior to recording;

A. All red lines from staff shall be addressed.

B. All referral responses shall be addressed or acknowledged

II. Prior to construction;

A. Sheets shall be submitted to the Community Development Office for recording

DONE THIS 26TH DAY OF SEPTEMBER, 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.

Chairman

ATTEST:

Planning Director

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
September 26, 2024

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, September 26, 2024.

Chair Mike Simone called the meeting to order at 6:04 PM.

ROLL CALL

Commissioners Present: Chair Mike Simone and Commissioner Paul Witmer.
Commissioners Shannon Rhoda and Jimmy Dominguez joined online via GoTo.

City Staff Present: Planners Zachary Mettler and Sean McDermott, and Planning Administrative Assistant Beyza Kirmizi.

APPROVAL OF AGENDA

Commissioner Witmer moved to approve the agenda.

CONSENT AGENDA

Commissioner Witmer moved to approve the consent agenda.

PUBLIC COMMENT

There were no public comments.

ACTION ITEM

P2024-016 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SPECIAL USE PERMIT FOR A BURIED GATHERING PIPELINE

Planner Zachary Mettler presented this item. He stated that the applicant has applied for a Special Use Permit for a buried gathering pipeline, which will extend through portions of Weld County covering three parcels within the City's Municipal Boundaries. The 4-inch line will carry crude oil to an existing gathering system. The line will originate at the O&G facility and travel NNW along the property line where
it will turn due west, just south of CR 18. The line will then travel West until it reaches the NW corner of the very far right parcel. The site will be reclaimed to the original grade and either be reseeded with a seed mixture based on landowner's preference or a dryland pasture seed mix.
All parcels are zoned Agriculture and are currently used as post-mining water reservoirs for the City of Aurora. The applicant proposes a buried oil and gas pipeline with soil reclamation for these properties.
The comprehensive plan designates this area as a Mineral Zone which aligns with the proposed use.

All notification requirements have been met and staff recommends approval with conditions as listed on the proposed resolution.

The applicant, David Van Der Vieren, with Western Midstream was in attendance to give a presentation. He explained that plenty mining activity can be found in the adjacent area and showed a map for visual support. He continued to explain the scope of the project and presented pictures of the existing conditions. Additionally, he mentioned that floodplain permits have already been obtained through Public Works.

Chair Simone opened up for public comments at 6:12pm.

Anthony Simone spoke in favor of the project.

Chair Simone closed the public comments at 6:13pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- Timeline of the project
- Operation hours
- Potential traffic impacts
- Ownership of the area

After discussion Commissioner Witmer moved to approve P2024-016 A Resolution of The Planning Commission of Fort Lupton Recommending to City Council Approval of a Special Use Permit for a Buried Gathering Pipeline. Commissioner Rhoda seconded.

Motion passed unanimously on a roll call vote.

DISCUSSION ITEM

There were no discussion items.

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for October 24, 2024.

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 6:16 PM.

Submitted by

____
Beyza Kirmizi
Planning Administrative Assistant

Approved by Planning Commission

____
Mike Simone
Chair

WESTERN MIDSTREAM PIPELINE
SPECIAL USE PERMIT
STAFF REPORT
PLAN NO. SUP24-004

PROJECT DESCRIPTION

Project No.: Plan No. SUP24-004

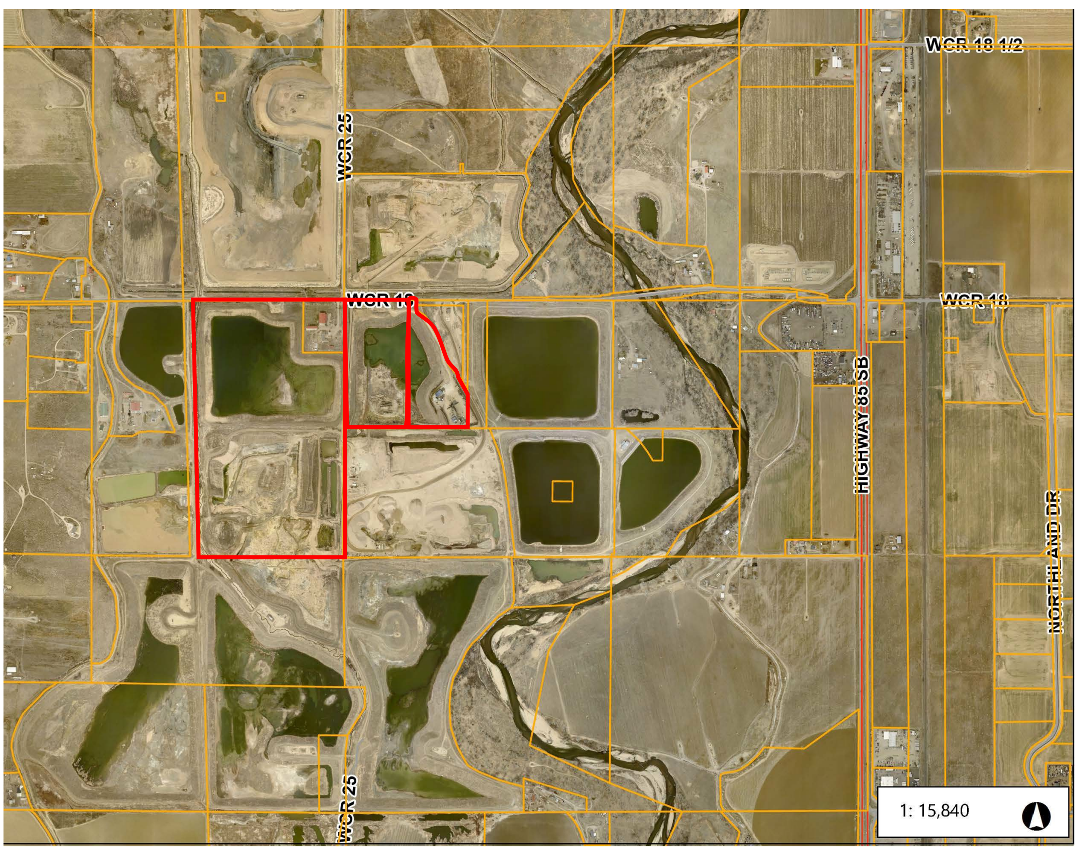
Project Name: Western Midstream Pipeline

Owners: City of Aurora owns the parcels within city limits effected by this project. The owner of the pipeline project is WES Wattenberg Oil Complex.

Representative: David Van Der Vieren, Western Midstream

Location of Request:

This pipeline will extend through portions of Weld County and will be located within three parcels within the City of Fort Lupton's Municipal Boundaries. All four parcels where work is being performed are immediately adjacent along the southern side of County Road 18 and south of the intersection with County Road 25.



Nature of Request:

The Applicant has applied for a Special Use Permit for a buried gathering pipeline. The 4-inch line will carry crude oil to an existing gathering system. The line will originate at the O&G facility located on SE corner of parcel ID # 130930000076. From there the line will travel NNW along the property line where it will turn due west, just south of CR 18. The Line will then travel West until it reaches the NW corner of parcel ID # 131125100051. From there the line will turn to the north, exiting the City of Fort Lupton.

The site will be reclaimed to the original grade and either be reseeded with a seed mixture based on landowners preference or a dryland pasture seed mix.

Site Size: The three parcels in city limits make up a combined 121.17 acres.

Zone District: 'A' - Agriculture

Proposed Use: Buried oil and gas pipeline with soil reclamation.

Existing Use: Post-mining water reservoirs for the City of Aurora.

Hearing Dates: Planning Commission – September 26, 2024 at 6:00PM
City Council – October 15, 2024 at 6:00 PM

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

Staff Recommendation: Approval with conditions 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 August 29, 2024.

Notice of the public hearings was posted at least fifteen (15) days prior to the hearings, as required by the Fort Lupton Development Code. The signs were posted on two of the parcels where work is proposed on September 10, 2024

Notice was mailed to neighbors within one thousand (1000) feet of the Property on September 10, 2024.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

The property is zoned Agriculture. 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.

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 zoned Agriculture. Oil and gas pipeline projects fit under the land use "Utility-Pipeline", which requires a Special Use Permit in all zone districts.

   This oil and gas pipeline is located in an area that has been targeted as "Mineral Zone" within the Compressive Plan's Future Land Use Map. 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. *The Special Use Permit Application that was submitted clearly shows all the planned and reasonably anticipated areas of work.*

3. 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 temporary timeline to install the pipeline is compatible with the surrounding industrial uses.

4. 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 and reclamation 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.

5. 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: A limited time period is not an applicable criteria to this proposal and no time criteria are being applied outside of the Municipal Code's standards around vested property rights, where relevant.

6. 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: The 3-Mile Plan points out that much of this region is compiled of rural residential, homesteads, farming, ranching, oil and gas facilities, gravel mining, water storage, commercial, and industrial use currently make up the land uses found in the area identified as Quadrant II. Fort Lupton's 2024 3-Mile Plan designates much of the area is dry agricultural, irrigated agricultural *and riparian lands. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.*

7. 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 Fort Lupton Comprehensive Plan designates this area as a Mineral Zone (Future Land Use Map). Below is the excerpt text from page 40 of the 2018 Comprehensive Plan regarding Mineral Zones:

"The mineral zone is comprised of land with a high concentration of mineral resources that extends the length of Fort Lupton's planning area along the South Platte River. Per state law, the City must allow for the adequate removal of resources from this area prior to development. As a result of this requirement, the area enables mineral extraction operations that are generally industrial in nature, as well as a mix of agricultural uses. A significant portion of the mineral zone is included within either the floodway or floodplains of the South Platte River.

In the long-term, the City should preserve this area appropriately to ensure the health of the South Platte River and establish an open space greenway along the waterway. As resource extraction operations come offline, the City should convert these properties to parks and open spaces based on their proximity to the River. Given the size of the mineral zone, however, complete preservation of the mineral zone may not be necessary. Properties outside the flood-way and floodplains should be reviewed on a site-by-site basis as resources are extracted to determine appropriate uses, such as residential growth."

The property is surrounded by uses that are similar or compatible to the proposed use. The proposed use also conforms to the designated land use type and zoning.

ALTERNATIVE COMPLIANCE

No alternative compliances are currently being requested in this project.

REFERRALS

Referrals were provided to the list below. All comments received can be found at: https://www.fortluptonco.gov/DocumentCenter/Index/899.

City Administrator	Building Inspector	Economic Development Manager
City Attorney	GIS Specialist	Development Review Engineer
Police Chief	Public Works Director	Finance Director
Fort Lupton Fire Protection District	CDOT	Army Corps of Engineers
United Power	Comcast	CenturyLink
Xcel Energy	Hyper Fiber	Weld County Department of Planning
Weld County Department of Public Health & Environment	Weld County Public Works	Weld County GIS
Platteville Ditch Company	Western Midstream	

STAFF RECOMMENDATION

Staff and Planning Commission recommend approval with conditions listed in the resolution.

Additional documents are available for review at:
https://www.fortluptonco.gov/DocumentCenter/Index/899.

PROJECT NARRATIVE

Section 30, Township 2N, Range 66W

Town of Fort Lupton, County of Weld, State of Colorado

Parcel ID# 130930000076, 130930000075, 131125100051

Project Owner/Operator: WES Wattenberg Oil Complex

Project Name: Petro Everest Line

A buried gathering pipeline will be built within the town of Fort Lupton with an anticipated start date of Q3 of 2024. The 4 in line will carry crude oil to an existing gathering system. The line will originate at the O&G facility located on SE corner of parcel ID # 130930000076. From their the line will travel NNW along the property line where it will turn due west, just south of CR 18. The Line will then travel West until it reaches the NW corner of parcel ID # 131125100051. From their the line will turn to the north, exiting the Town of Fort Lupton.

All activities are covered under a field-wide Storm Water Permit with the CDPHE and Best Management Practices (BMPs) will be used to mitigate any Storm Water/erosion impacts.

The tentative construction schedule is as follows:

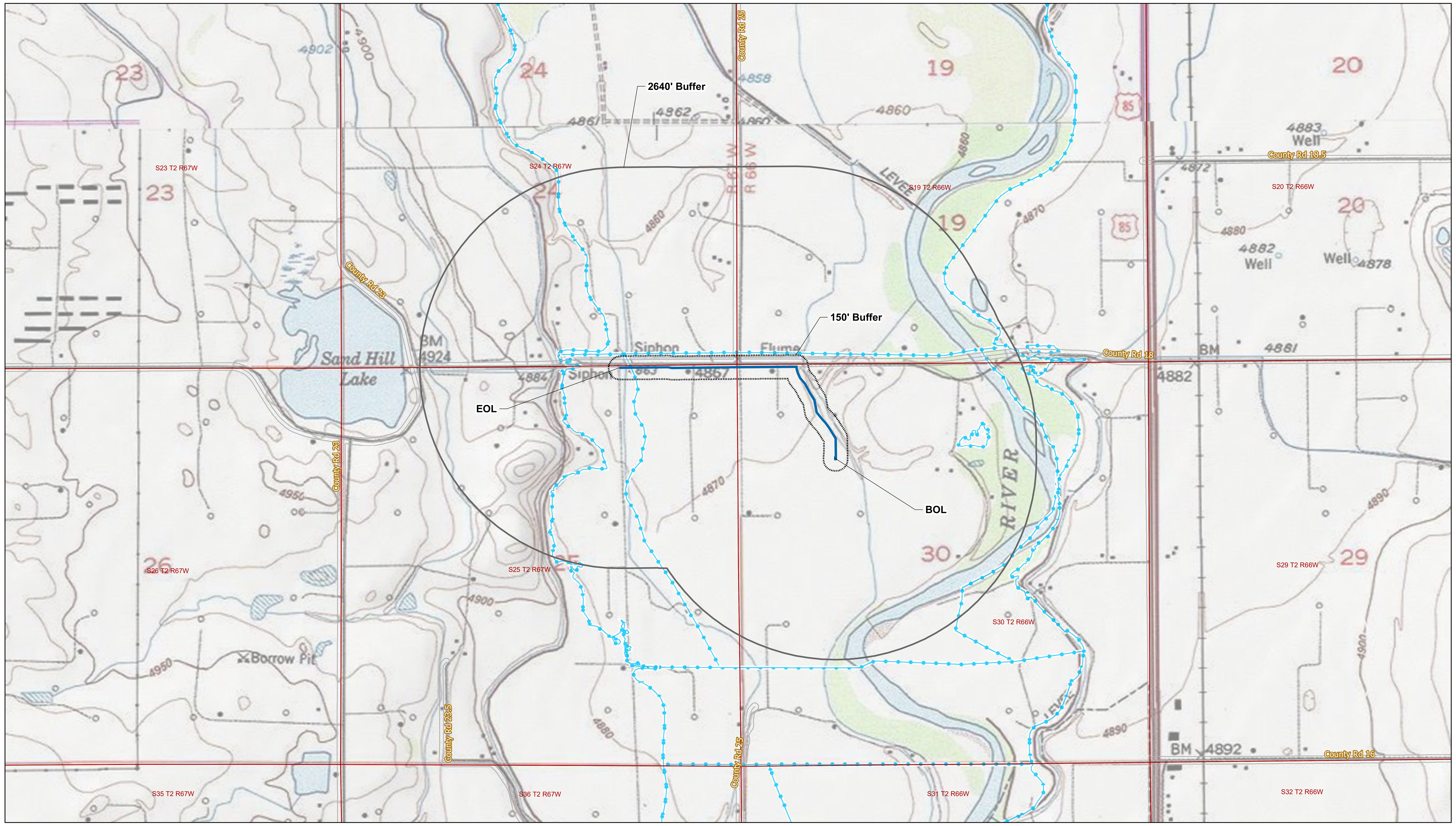
• Construction is anticipated to begin Q3 of 2024.

The surrounding areas are used primarily for Agriculture and have Oil and Gas Infrastructure dispersed throughout. This line is not anticipated to have any effect on the effect or surrounding parcels' land use.

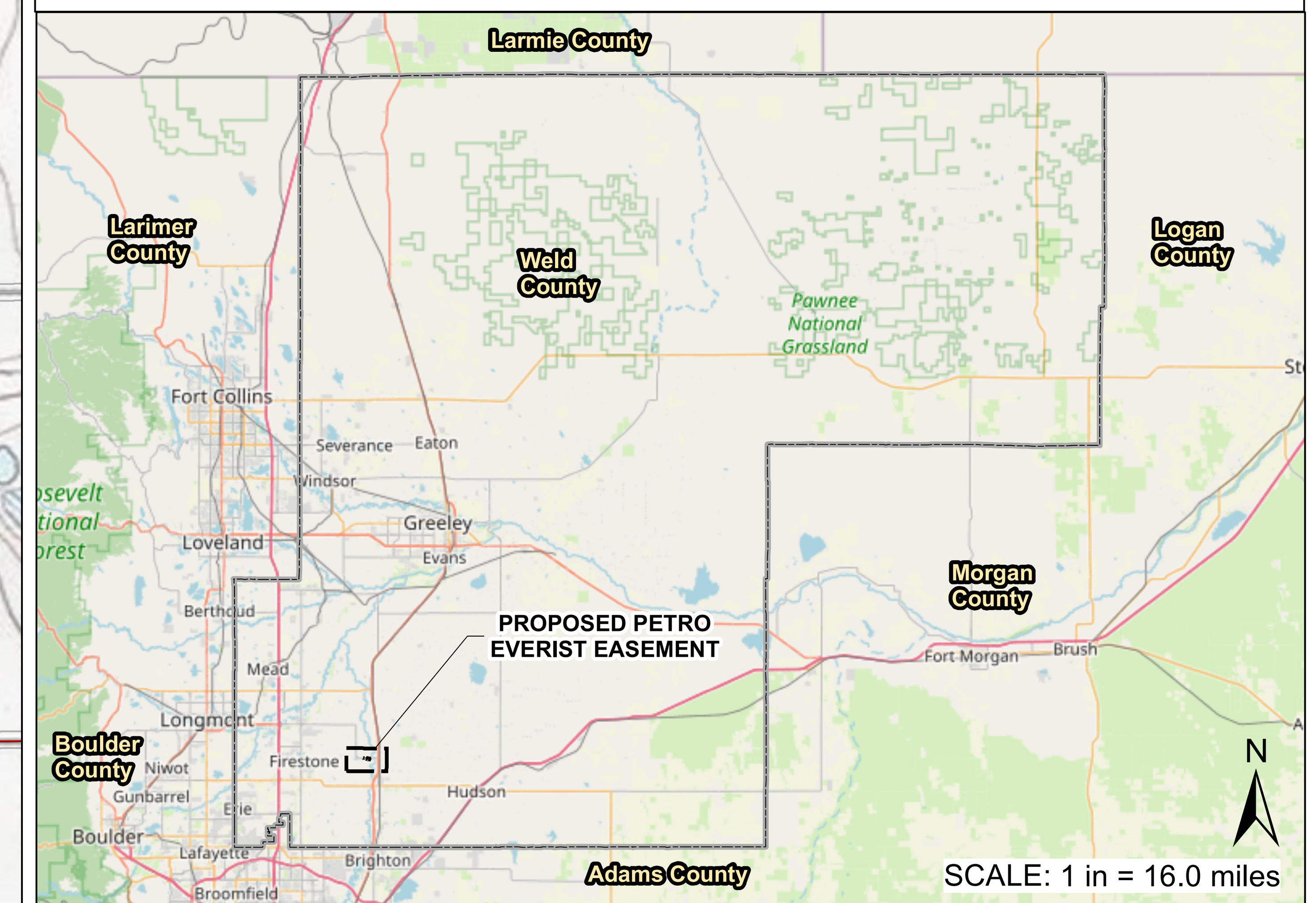
The site will be reclaimed to the original grade and either be reseed with a seed mixture based on landowners preference or a dryland pasture seed mixture.

PLOT PLAN FOR PETRO-EVERIST PIPELINE Project No. SUP24-004

APPROXIMATELY 5701.03 FT. OF 6" CARBON STEEL LP GAS PIPELINE
& APPROXIMATELY 5682.73 FT. OF 4" CARBON STEEL OIL PIPELINE
FOR WESTERN MIDSTREAM PARTNERS
LOCATED IN SECTION 25 T2N R67W & SECTION 30 T2N R66W
OF THE 6TH PM, WELD COUNTY, COLORADO



PROJECT LOCATION



NOTES:

Final grading, earth materials, and Dryland Pasture for reclamation.

DEVELOPMENT STANDARDS:

1. Applicant shall adhere to those Development Standards as outlined in Chapter 21 Article VI Division 3 of the Weld County Code.
2. Pipelines permitted through this process shall meet the requirements set forth in the Right-of-Way Use Permit, by the Department of Public Works in accordance with Section 12-4-10.
3. The property owner or operator shall be responsible for controlling noxious weeds on the site, pursuant to Chapter 15, Article I and II, of the Weld County Code. (Department of Public Works).
4. The access to the site shall be maintained to mitigate any impacts to the public road, including damages and/or off-site tracking. (Department of Planning - Development Review)
5. The approved access and tracking control shall be constructed prior to construction of the pipeline. (Department of Planning - Development Review)
6. There shall be no parking or staging of vehicles on public roads. On-site parking shall be utilized. (Department of Public Works)
7. Any work that may occupy and or encroach upon any County rights-of-way or easement shall acquire an approved Right-of-Way Use Permit prior to commencement. (Department of Public Works)
8. A Transport Permit shall be acquired from all Contractors and Subcontractors hauling in Oversized or Overweight equipment or materials. (Department of Public Works)
9. The operator shall comply with all requirements provided in the executed Construction Road Maintenance Agreement. (Department of Planning - Development Review)
10. During construction, all liquid and solid wastes (as defined in the Solid Wastes Disposal Sites and Facilities Act, 30-20-100.5, C.R.S.) shall be stored and removed for final disposal in a manner that protects against surface and groundwater contamination.
11. During construction, no permanent disposal of wastes shall be permitted at this site. This is not meant to include those wastes specifically excluded from the definition of a solid waste in the Solid Wastes Disposal Sites and Facilities Act, 30 20 100.5, C.R.S.
12. During construction, waste materials shall be handled, stored, and disposed in a manner that controls fugitive dust, fugitive particulate emissions, blowing debris, and other potential nuisance conditions. The facility shall operate in accordance with Chapter 14, Article 1 of the Weld County Code.
13. Fugitive dust and fugitive particulate emissions shall be controlled throughout the duration of construction of the pipeline and until ground cover is established. Uses on the property shall comply with the Colorado Air Quality Commission's air quality regulations.
14. The applicant shall submit an Air Pollution Emission Notice (A.P.E.N.) and Emissions Permit Application and obtain a permit from the Air Pollution Control Division, Colorado Department of Public Health and Environment, as applicable.
15. During construction, adequate toilet facilities and handwashing units shall be provided. Portable toilets are acceptable. Portable toilets shall be serviced by a cleaner licensed in Weld County and shall contain hand sanitizers.
16. After project Completion, site will undergo reclamation to its natural state.

APPLICANT OR AUTHORIZED AGENT

THE UNDERSIGNED DO HEREBY AGREE TO THE LOCATION ASSESSMENT FOR PIPELINES STANDARDS AS DESCRIBED HEREON THIS _____ DAY OF_____________, 20____.

PRINT FULL NAME ____________ TITLE ____________

SIGNATURE ____________ NAME OF COMPANY ____________

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF COLORADO)
)SS.
COUNTY OF WELD)
THE FOREGOING CERTIFICATION WAS ACKNOWLEDGE BEFORE ME THIS _____DAY OF________________, 20____.
MY COMMISSION EXPIRES ___________________, 20____.
WITNESS MY HAND AND SEAL

NOTARY PUBLIC

OIL AND GAS ENERGY DEPARTMENT DIRECTOR

THE LOCATION ASSESSMENT FOR PIPELINE PLAT IS ACCEPTED AND APPROVED BY THE OIL AND GAS ENERGY DEPARTMENT FOR FILING.

DIRECTOR, OIL AND GAS ENERGY DEPARTMENT

SIGNATURE

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF COLORADO)
)SS.
COUNTY OF WELD)
THE FOREGOING CERTIFICATION WAS ACKNOWLEDGE BEFORE ME THIS _____ DAY OF_______________, 20____.
MY COMMISSION EXPIRES _________________, 20____.
WITNESS MY HAND AND SEAL

NOTARY PUBLIC

ROW STATEMENT (SEC. 23-2-1140.E):

PIPELINES PERMITTED THROUGH THIS LOCATION ASSESSMENT FOR PIPELINES PROCESS SHALL MEET THE REQUIREMENTS SET FORTH IN THE RIGHT-OF-WAY USE PERMIT, BY THE DEPARTMENT OF PUBLIC WORKS IN ACCORDANCE WITH SECTION 12-4-10.

N

Legend

- PETRO EVERIST
- 100 Year Floodplain
- 150' BUFFER
- 2640' BUFFER

Western Midstream

Scale: 0 — 1,600 Feet
1 inch = 800 feet

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
520 STACY COURT, STE. B • LAFAYETTE, COLORADO 80026
TELEPHONE: (303) 666-0379
WWW.TOPOGRAPHIC.COM

PETRO EVERIST
6" Gas & 4" Oil Lines
Project No. SUP24-004
S25 T2N R67W & S30 T2N R66W
of the 6TH PM, Weld County, Colorado

Size:	24"x36"	Page No.	1 OF 3
Job:	1005756	Date:	9/30/2024
By:	R.C.F.	Revision:	02

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PLOT PLAN FOR PETRO-EVERIST PIPELINE Project No. SUP24-004

APPROXIMATELY 5701.03 FT. OF 6" CARBON STEEL LP GAS PIPELINE
& APPROXIMATELY 5682.73 FT. OF 4" CARBON STEEL OIL PIPELINE
FOR WESTERN MIDSTREAM PARTNERS
LOCATED IN SECTION 25 T2N R67W & SECTION 30 T2N R66W
OF THE 6TH PM, WELD COUNTY, COLORADO

PROPERTY DESCRIPTION

A parcel of land in the City of Fort Lupton, Colorado, located in the NE/4 of Section 25, T2N, R67W of the 6th P.M. and the NW/4 of Section 30, T2N, R66W of the 6th P.M. and more particularly described as follows:

Lot B of Recorded Exemption 1311-25-1 RE-4600 at Reception Number 3486659. And a Lot 1 and a portion of Lot 2 of the Lupton Meadows Land Co. Map Division No. 3 at Reception Number 142526.

OWNER'S APPROVAL

Know All Men By These Presents, that I/we, _________________________ , 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 ___________, 202__.

____

STATE OF COLORADO)
) ss
COUNTY OF WELD)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGE BEFORE ME THIS
_____ DAY OF_______________, 20____.
MY COMMISSION EXPIRES __________________, 20____.
WITNESS MY HAND AND SEAL.
My commission expires _________________.

____
Notary Public

CITY ENGINEER'S APPROVAL

Approved this ___ day of ___________________, 202__.

____
City Engineer

CITY WATER AND SEWER DEPARTMENT APPROVAL

Approved this ___ day of ___________________, 202__.

____
Director of Public Works

CITY ADMINISTATOR'S APPROVAL

Approved this ___ day of ___________________, 202__.

____
City Administrator

PLANNING COMMISSION RECOMMENDATION

Recommended this ___ day of ___________________, 202__, 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 Resolution No. ____________ of the City of Fort Lupton passed and adopted on the ___ day of _______________, A.D., 202__ and that the Mayor of the City of Fort Lupton, as authorized by said 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)

Western Midstream

PETRO EVERIST
6" Gas & 4" Oil Lines
Project No. SUP24-004

S25 T2N R67W & S30 T2N R66W
of the 6TH PM, Weld County, Colorado

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

520 STACY COURT, STE. B • LAFAYETTE, COLORADO 80026
TELEPHONE: (303) 666-0379
WWW.TOPOGRAPHIC.COM

Size: 24"x36"	Page No. 2 OF 3
Job: 1005756	Date: 9/30/2024
By: R.C.F.	Revision: 02

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LEGEND

☼	Well Location		Temporary Easement		Section Boundary		Site Boundary
	Waterways	ELEC—ELEC	Existing Electric Line		Landowner Parcels		Match Line
	Elevation Contours	EXPL—EXPL	Existing Pipeline		150' Buffer		
	Existing Road		Existing Easement		2640' Buffer		
	Permanent 50' Easement		Existing Lap22-0015		Fort Lupton Road ROW		

Western Midstream

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N

Scale:
0 200 400
1 inch = 200 feet

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Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

City of Fort Lupton Legals***
130 S McKinley Avenue
Fort Lupton CO 80621

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 8/29/2024, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

Linda C Shapley

For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 8/29/2024. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20134029363-822988

Jean Schaffer
Notary Public
My commission ends January 16, 2028

JEAN SCHAFFER
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20134029363
MY COMMISSION EXPIRES JAN 16, 2028

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 **Western Midstream Pipeline.** This pipeline will extend through portions of Weld County and will be located within three parcels within the City of Fort Lupton's Municipal Boundaries. All four parcels where work is being performed are immediately adjacent along the southern side of County Road 18 and south of the intersection with County Road 25 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, September 26, 2024, at 6:00 P.M.,** and before the **City Council on Tuesday, October 15, 2024, 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 (720) 928-4003.

ALL INTERESTED PERSONS MAY ATTEND.

LEGAL DESCRIPTIONS

L2 NW4 30-2-66 LUPTON MEADOWS LAND CO DIV #3 EXC E4.94 ACRES ALSO EXC PARCELS A-B-C-D-E (.10R2D)

L1 NW4 30-2-66 LUPTON MEADOWS LAND CO DIV #3 (.46R)

PT NE4 25-2-67 LOT B REC EXEMPT RE-4600

Legal Notice No. FLP1089
First Publication: August 29, 2024
Last Publication: August 29, 2024
Publisher: Fort Lupton Press

Fort Lupton
COLORADO

CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 10 day of September, 2024**, a true and correct copy of the foregoing Notice of Public Hearings for the **Western Midstream Pipeline Special Use Permit** was sent via United States Mail, postage pre-paid, to the following addresses:

LG EVERIST INC 350 S MAIN AVE STE 400 SIOUX FALLS, SD 571046312	CITY OF THORNTON 9500 CIVIC CENTER DR THORNTON, CO 802294326	LISA I DODGE 11992 COUNTY ROAD 18 FORT LUPTON, CO 80621
NELVA M BEARSON 9208 COUNTY ROAD 25 FORT LUPTON, CO 80621	CITY OF AURORA 15151 E ALAMEDA PKWY 3600 AURORA, CO 80012	THOMAS DEAN BORNHOFT 11477 COUNTY ROAD 18 FORT LUPTON, CO 806218801
DAVID BELL 11580 COUNTY ROAD 18 FORT LUPTON, CO 806218804	FREDDY E DODGE 11586 COUNTY ROAD 18 FORT LUPTON, CO 806218804	

City Official

Planning & Building

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

CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING

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

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: **Western Midstream Pipeline, SUP24-004**

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

L2 NW4 30-2-66 LUPTON MEADOWS LAND CO DIV #3 EXC E4.94 ACRES ALSO EXC PARCELS A-B-C-D-E (.10R2D)

L1 NW4 30-2-66 LUPTON MEADOWS LAND CO DIV #3 (.46R)

PT NE4 25-2-67 LOT B REC EXEMPT RE-4600

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

Western Midstream Pipeline

Project No. SUP24-004;

Facing South along CR 18

Facing south along CR 18

I, ZACHARY METTLER hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 10 day of SEPTEMBER, 2024.

~~Signature of Owner or Owner's Representative~~ CITY STAFF

The foregoing instrument was acknowledged before me by Zachary Mettler, this 20 day of September, 2024. Witness my hand and seal.

My commission expires 3-9-27.

Notary Public

AMBER PHILLIPS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144004824
MY COMMISSION EXPIRES MARCH 09, 2027

City Council Meeting
Date: October 15, 2024
Staff: Aaron Richardson, Jacobs Project Manager

AM 2024-176
Public Hearing☐

SUBJECT FOR DISCUSSION

Authorize the Mayor's Signature on Amendment 6 to the Agreement for Operations, Maintenance, and Management Services with OMI INC. Jacobs contract

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Rebateable Budget - The Jacobs Contract contains a provision for a rebateable budget of $414,000, allocated to purchase chemicals and propane, solids hauling and general repairs. We are requesting an increase of $25,000 in the chemicals section of the rebateable budget to compensate for the recent price increase for chemicals.

Base Fee Increase - Appendix F of the Jacobs contract contains a base fee adjustment formula which considers the Consumer Price Index and the Employment Cost Index. This year the default base fee escalation was calculated at 3.54%. We are requesting a 3% adjustment this year. The majority of this increase will be allocated to labor costs, with the intention of both attracting new, and retaining existing talent, with the minority share of the increase allocated to non-labor budget items, to offset increasing costs.

FINANCIAL CONSIDERATIONS

Below you will find two tables outlining the budget increase requests for both the rebateable budget, as well as the base fee.

Rebateable Item	2024 Budget	2025 Budget
Repairs	$ 200,000	$ 200,000
Chemicals	114,000	139,000
Utilities (Propane/Natural Gas)	40,000	40,000
Sludge Hauling	60,000	60,000
Total Rebateable Budget	$ 414,000	$ 439,000

2025 Base Fee Escalation			
	Default	Actual	Difference
Percentage	3.54%	3.00%	-.54%
Dollars	$45,373.90	$38,452.46	($6,921.44)

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

Staff recommends approval of both the rebateable and base fee escalation budget increases.

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

Attachments: Amendment No. 6

AMENDMENT NO. 6
to the
AGREEMENT
for
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
for
FORT LUPTON, COLORADO

THIS AMENDMENT NO. 6 is made and entered into this ___ day of __________ 2024, by and between the **Fort Lupton Utility Enterprise Board** (hereinafter "Owner"), whose address for any formal notice is 130 S. McKinley Avenue, Fort Lupton, CO 80621 and **Operations Management International, Inc.** (hereinafter "OMI"), whose address for any formal notice is 6312 S. Fiddler's Green, Suite 300N, Greenwood Village, CO 80111.

NOW THEREFORE, the Owner and OMI hereby agree that the Agreement dated August 6, 2019 between Owner and OMI (the "Agreement") shall be and is hereby amended and modified in the following manner for the period from January 1, 2025 through December 31, 2025:

1. Article 4.1 is hereby deleted in its entirety and replaced with the following:

    4.1 Owner shall pay to OMI as compensation for services performed under this Agreement a base fee of One Million Three Hundred Twenty Thousand Two Hundred One Dollars and Fifteen Cents ($1,320,201.15) for the period of January 1, 2025 through December 31, 2025 exclusive of rebateable budgets set forth in Article 4.4, 4.5, 4.6 and 4.7 (the "Rebateable Limits"). Subsequent years' base fee shall be determined as herein specified.

2. Article 4.4 is hereby deleted in its entirety and replaced with the following:

    4.4 Owner will pay as additional compensation to OMI for Chemicals a Chemical Fee of One Hundred Thirty-Nine Thousand Dollars ($139,000) for the period set forth in Article 4.1 of this Agreement. Owner shall pay OMI for all Chemical Costs Fees in excess of the Chemical Fee. OMI will rebate to the Owner the entire amount that is the difference of the actual Chemical Cost and the Chemical Cost Fee in any year of this Agreement.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment. Both parties indicated their approval of this Agreement by their signatures below.

OPERATIONS MANAGEMENT INTERNATIONAL, INC. Authorized Signature:	**FORT LUPTON UTILITY ENTERPRISE BOARD** Authorized Signature:
Name: Craig Faessler	Name: Zo Hubbard
Title: Geographic Director of Operations	Title: Mayor
Date:	Date:

Fort Lupton COLORADO

City Council Meeting
Date: October 15, 2024
Staff: Leann Perino, Finance Director

IM 2024-020

SUBJECT FOR DISCUSSION

Presentation of the 2025-Requested Budget and Six-Year Capital Improvement Program

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Presentation of the 2025 Requested Budget on October 15, 2024 meeting the October 15th deadline defined in Colorado Revised Statutes.

The requested budget will be reviewed and amended by council at 9:00 am, October 19, 2024 in the council chambers at 130 S McKinley Avenue, Fort Lupton, CO 80621

The 2024 Requested Budget will be available on request. Contact:

Fort Lupton Finance Department
130 S McKinley Avenue
Fort Lupton, CO 80621

Or

Email: AP@FortLuptonCO.gov

FINANCIAL CONSIDERATIONS

None

LEGAL/POLITICAL CONSIDERATIONS

Attachments:

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

_________________________________ City Clerk

__________ Date

City Council Meeting
Date: October 15, 2024
Staff: Chris Cross, City Administrator

IM 2024-021

SUBJECT FOR DISCUSSION

Estoppel Certificate between the City of Fort Lupton and Vincent Village Associates, LLC

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Per the Subdivision Improvements Agreement, dated July 30, 2019, between the City of Fort Lupton and Vincent Village, LLC, specific conditions and obligations must be met concerning the development of the property. As a condition of providing loan funding for the Property, the Colorado Housing and Finance Authority (CHFA) and Steward Title Company has requested confirmation from the Developer and Owner of the status of compliance with the Agreement, which CHFA and Title Company will rely on. The conditions are listed on the attached Estoppel Certificate.

FINANCIAL CONSIDERATIONS

There are no financial implications for the City on the Estoppel Certificate.

LEGAL/POLITICAL CONSIDERATIONS

The certificate has been approved by legal counsel.

Attachments: a. Estoppel Certificate

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

____
City Clerk

____
Date

FHA Project No. 101-98187
CHFA Loan No: 5006600
CHFA Loan No: 5006619
CHFA Loan No: 5006628

ESTOPPEL CERTIFICATE

This Estoppel Certificate is made as of the _____ day of _________, 2024 by the CITY OF FORT LUPTON, a municipal corporation (the "City") and VINCENT VILLAGE ASSOCIATES, LLC, a Colorado limited liability company, and its successors and assigns (the "Owner") to and for the benefit of COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado ("CHFA") and Stewart Title Company (the "Title Company").

A. Vincent Village, LLC and City are parties to that certain Subdivision Improvements Agreement dated July 30, 2019, recorded on November 19, 2019, at Reception Number 4542882, in the County of Weld, Colorado records (the "Records") (the "Agreement").

B. Owner, as successor in interest to Vincent Village, LLC (the "Developer") is the current owner of the property located at 1365 2nd Street, Fort Lupton, Colorado 80621 (the "Property") which Property is subject to the Agreement.

C. The Agreement contains specific conditions and obligations which must be met concerning the development of the Property.

D. As a condition to its providing loan funding for the Property, CHFA has requested confirmation from the Developer and Owner of the status of compliance with the Agreement, which CHFA and Title Company will rely on.

NOW THEREFORE, the undersigned hereby certifies to CHFA and Title Company that, as of the date of this estoppel, the following:

1. The Agreement remains in full force and effect and has not been assigned, supplemented, modified, or otherwise amended.

2. There are no defaults under the Agreement and the undersigned has neither given nor received any written notice under the Agreement of any default which remains uncured by Owner, nor is the undersigned aware of any event which with the passage of time would constitute a default under the Agreement by Owner. There are no violations of the Agreement, except as noted below (if none, so state): None.

3. Approvals required to be obtained by Owner under the Agreement have been obtained and the Property is in compliance with all obligations and covenants under the Agreement and there are no outstanding costs with respect to such obligations.

4. Any notice, request, demand, approval or consent given or required to be given to Owner under the Agreement shall also be given to CHFA, in writing at the address stated below or at the last changed address specified in a notice received by Owner from CHFA.

CHFA: Colorado Housing and Finance Authority
1981 Blake Street
Denver, CO 80202
Attention: Legal Operations

5. The person(s) executing this Estoppel Certificate on behalf of the undersigned have the power and authority to execute this Estoppel Certificate, and no other signatures are required or necessary in connection with the execution and validity of this Estoppel Certificate.

6. This Estoppel Certificate shall have the effect of estopping the undersigned from making any assertions contrary to the contents hereof pertaining to the requirements of the Agreement and shall serve as a waiver of claims by the undersigned pertaining to the Agreement to the extent that such claim is asserted against any person permitted to rely upon, and who has acted in reliance upon, this Estoppel Certificate. Nothing herein shall impact the City's rights pertaining to enforcement of the City's ordinances that may pertain to the subject property, said rights are specifically reserved herein.

7. This Estoppel Certificate may be relied upon by CHFA and Title Company, its representatives, successors and assigns, and shall be binding on the undersigned and its legal representatives, successors and assigns.

[SIGNATURE PAGES FOLLOW]

This Estoppel Certificate is executed as of the date first stated above.

CITY:

CITY OF FORT LUPTON, a municipal corporation

By: ___________________________________

Name: _________________________________

Title: __________________________________

STATE OF COLORADO)
) ss.
COUNTY OF ___________________)

The foregoing instrument was acknowledged before me this ___ day of _______________, 2024, by _______________, as _______________ of the City of Fort Lupton, a municipal corporation.

Witness my hand and official seal.

My Commission expires: ____________________________

[SEAL]

____
Notary Public

OWNER:

VINCENT VILLAGE ASSOCIATES, LLC, a Colorado limited liability company

By: Vincent Village-Michaels, LLC, a Colorado limited liability company, its Managing Member

By: ___________________________________
Michael Flanagan, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ___________________)

The foregoing instrument was acknowledged before me this ___ day of _______________, 2024, by Michael Flanagan, as Vice President of Vincent Village-Michaels, LLC, a Colorado limited liability company, as Managing Member of Vincent Village Associates, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: ____________________________

[SEAL]

____
Notary Public

Fort Lupton
COLORADO

Upcoming Events

October 19, 2024	Pumpkinfest & Haunted Hay Ride – The Fort, South Platte Valley Historic Park, 3:00 p.m. – 8:00 p.m.
November 6, 2024	Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.