



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, April 15, 2025
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

Proclamation

- a. 2025 Mental Health Month Proclamation

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

Approval of Agenda

Review of Accounts Payables

- a. April 15, 2025 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. April 1, 2025 City Council Meeting Minutes
- b. AM 2025-056 Approving the Renewal Subscription of Esri GIS Software and Enter into a Three-Year Contract for an Amount Not to Exceed \$20,600.00 Annually, Allocated from the General Fund, Community Development Software Budget
- c. AM 2025-057 Authorize Funding for a Clean in Place Pump for an Amount Not to Exceed \$71,340.50, Allocated from the Utility Water Fund

Action Memorandum

- a. AM 2025-055 Approving an Emergency Ordinance Authorizing Two Loan Agreements with the Colorado Water Resources and Power Development Authority (CWRPDA), for up to \$20,000,000 for the Installation of an Elevated Water Storage Tank, New Pump Station and Associated Pipelines

Staff Reports

Mayor/Council Reports

Future City Events

- a. April 16, 2025 Annual Spaghetti Dinner, Recreation Center, 203 S. Harrison Ave., 5 p.m. - 6 p.m.
- April 21 - 25, 2025 Hillside Cemetery Annual Clean-up Days
- April 23-26, 2025 Field of Honor, Pearson Park
- April 26, 2025 Arbor Day Tree Sale, Recreation Center, 203 S. Harrison Ave., 8 a.m. - 11 a.m.
- April 28, 2025 Shredding Day, City Hall, 130 S. McKinley Ave., 8 a.m. - 10 a.m.

Upcoming Meetings

- a.** April 29, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- May 6, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m
- May 13, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- May 20, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m

Adjourn

Mental Health Proclamation

WHEREAS, we must understand that the health of our minds is as important as physical health; and

WHEREAS, one in every four people are affected by mental illness, with more Weld County residents having reported mental health challenges such as depression, anxiety, or other mental health conditions than in years past; and

WHEREAS, our citizens can reach recovery through a variety of options including outpatient, residential, and critical walk-in crisis support available through Weld County's community mental health center, North Range Behavioral Health; and

WHEREAS, Fort Lupton residents are healthier because of our provider's commitment to preventing hospitalizations, incarcerations, trauma, suicides, and substance use disorder through collaboration with community health centers, school districts, human services, law enforcement, United Way, and many others; and

WHEREAS, National Mental Health Month is observed every May to raise awareness about behavioral health, recovery and hope, the importance of prevention, and the factors that contribute to mental wellness,

NOW THEREFORE, I, Zo Hubbard, Mayor, do hereby proclaim the month of May 2025 to be Mental Health Month in the City of Fort Lupton and ask all our organizations, businesses and schools to join me in the effort. This month, and throughout the year, let's focus together to understand the importance of mental health. Let's make an effort to provide residents suffering from mental illnesses with the care they need. Mental health is not just an individual issue, but a national issue.

The mental health of our citizens is critical to our prosperity. Together, by understanding these issues, we can reduce the effects of mental illnesses on our communities and enable all citizens to live healthy and productive lives.

Zo Hubbard

This 15th day of April in the year of our Lord 2025

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 04/02/2025 - 04/15/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
000028	ACUSHNET COMPANY	04/08/2025	Regular	0.00	505.55	104426
920077292	Invoice	03/26/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	505.55	
000031	ADAMSON POLICE PRODUCTS	04/08/2025	Regular	0.00	1,738.19	104427
INV430752	Invoice	03/12/2025	GF-UNIFORMS FOR CARNES-PD	0.00	131.31	
INV431120	Invoice	03/18/2025	GF-UNIFORMS FOR CARNES (VEST)-PD	0.00	290.00	
inv431137	Invoice	03/18/2025	GF-UNIFORMS FOR CARNES-PD	0.00	62.99	
INV431148	Invoice	03/18/2025	GF-UNIFORMS FOR GROSSMAN-PD	0.00	119.60	
INV431328	Invoice	03/20/2025	GF-UNIFORMS FOR GODDARD-PD	0.00	197.96	
INV431394	Invoice	03/21/2025	GF-UNIFORMS FOR BUTTRY-PD	0.00	98.98	
INV431508	Invoice	03/24/2025	GF-UNIFORMS FOR TOVES-PD	0.00	98.98	
INV431511	Invoice	03/24/2025	GF-UNIFORMS FOR CARNES-PD	0.00	61.19	
INV431540	Invoice	03/25/2025	GF-GEAR FOR CARNES-PD	0.00	97.18	
INV431547	Invoice	03/25/2025	GF-UNIFORMS FOR G. GALLEGOS-PD	0.00	290.00	
INV431600	Invoice	03/25/2025	GF-UNIFORM FOR K PARSONS-PD	0.00	290.00	
001387	ANGEL ARMOR	04/08/2025	Regular	0.00	3,850.46	104428
INV12671	Invoice	03/01/2025	GF-UNIFORMS-PD	0.00	3,850.46	
000124	BANNER NORTH COLORADO MEDICAL CENTER	04/08/2025	Regular	0.00	311.00	104429
00106798556	Invoice	03/13/2025	GF-FORENSICS EXAM-PD	0.00	311.00	
002361	BRANDI MARTINEZ	04/08/2025	Regular	0.00	200.00	104430
CITATION #1333...	Invoice	03/27/2025	GF-RESTITUTION PAYMENT FOR CITATION...	0.00	200.00	
003478	BUFFALO REFRIGERATION	04/08/2025	Regular	0.00	1,200.00	104431
1267	Invoice	03/27/2025	GOLF-PM ON KITCHEN EQUIP, ICE MACHIN...	0.00	1,200.00	
002300	CASSIE FRANCONI	04/08/2025	Regular	0.00	1,254.92	104432
032825	Invoice	03/28/2025	GF-REIMBURSE FOR HOTEL FOR PAYROLL ...	0.00	1,254.92	
000239	CITY OF FORT LUPTON	04/08/2025	Regular	0.00	50.00	104433
CITATION #1335...	Invoice	03/27/2025	GF-RESTITUTION FOR CITATION #133524-1-	0.00	50.00	
000247	CLIFTONLARSONALLEN LLP	04/08/2025	Regular	0.00	1,312.50	104434
L251162945	Invoice	03/27/2025	GF-2024 Audit Services-Finance	0.00	1,312.50	
003740	COLORADO PORTABLES LLC	04/08/2025	Regular	0.00	250.00	104435
I28533	Invoice	03/20/2025	CPR-EXTRA PORTABLE TOILET CLEANING-...	0.00	250.00	
000307	COMCAST CABLE COMM, LLC	04/08/2025	Regular	0.00	824.95	104436
0025494 APR25	Invoice	03/18/2025	GOLF-APRIL 2025 CABLE SERVICE-PRO SH...	0.00	48.40	
0117309 MAR25	Invoice	03/01/2025	REC-MARCH 2025 CABLE/MUSIC-REC CEN...	0.00	572.80	
0147405 APR25	Invoice	04/01/2025	CPR-APRIL 2025 PHONE/INTERNET-MUSE...	0.00	203.75	
001517	CORE&MAIN LP	04/08/2025	Regular	0.00	1,912.30	104437
W641087	Invoice	03/20/2025	UF-PARTS-W LINES	0.00	1,912.30	
003559	DRAKE DUO PRINTS LTD	04/08/2025	Regular	0.00	1,215.40	104438
1204	Invoice	03/06/2025	REC-MERCHANDISE TO SELL-REC CENTER	0.00	1,215.40	
003631	EVERON, LLC	04/08/2025	Regular	0.00	164.37	104439
50576495 APRIL...	Invoice	04/01/2025	REC/GF-SECURITY MONITORING APRIL 20...	0.00	164.37	
000445	EWING IRRIGATION PRODUCTS INC	04/08/2025	Regular	0.00	566.00	104440
25280366	Invoice	03/24/2025	GF-GORILLA HAIR MULCH-PARKS	0.00	283.00	
25290481	Invoice	03/25/2025	GF-GORILLA HAIR MULCH-PARKS	0.00	283.00	

Council Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002011	FRONT RANGE LUMBER COMPANY	04/08/2025	Regular	0.00	112.80	104441
44432/2	Invoice	03/27/2025	GOLF-FURRING STRIPS-PRO SHOP	0.00	112.80	
002169	GH PHIPPS CONSTRUCTION COMPANIES	04/08/2025	Regular	0.00	156,000.00	104442
CITY HALL 1	Invoice	03/31/2025	Pre Construction fee	0.00	6,000.00	
CITY HALL 1A	Invoice	04/01/2025	GF-CITY HALL DESIGN-MISC	0.00	150,000.00	
002851	GHA TECHNOLOGIES	04/08/2025	Regular	0.00	4,747.85	104443
11468639	Invoice	03/19/2025	LG CreateBoard with mounts	0.00	1,879.69	
11470416	Invoice	03/26/2025	Network Equipment for CCGC and Parks S...	0.00	2,868.16	
002088	GoTo TECHNOLOGIES USA, INC.	04/08/2025	Regular	0.00	74.32	104444
1209334148	Invoice	03/26/2025	GoTo Meeting licenses (12) pro rated to 0...	0.00	74.32	
000567	HIGH COUNTRY BEVERAGE CORP	04/08/2025	Regular	0.00	2,628.35	104445
W-7059464	Invoice	03/31/2025	GOLF-BEVERAGES-PRO SHOP	0.00	2,628.35	
002977	JOSEPH ELLIOTT USA LLC	04/08/2025	Regular	0.00	341.23	104446
31238	Invoice	03/14/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	341.23	
003577	JR ENGINEERING LLC	04/08/2025	Regular	0.00	1,432.50	104447
86084	Invoice	03/03/2025	Traffic Study CR 12 / S Denver Av	0.00	1,432.50	
003271	MARONEY CONSULTING SERVICES LLC	04/08/2025	Regular	0.00	550.00	104448
1189	Invoice	03/27/2025	GF-CONSULTING LIQUOR LICENSE INSPECT...	0.00	550.00	
000795	MILE HIGH TURFGRASS, LLC	04/08/2025	Regular	0.00	477.55	104449
12172	Invoice	03/14/2025	GOLF-REPAIRS AND MAINT-MAINT	0.00	477.55	
000857	NORTHERN WATER	04/08/2025	Regular	0.00	1,019.35	104450
7051	Invoice	03/27/2025	UF-CBT ASSESSMENT 19 UNITS-WATER	0.00	1,019.35	
003213	OLD TOWN PEST CONTROL	04/08/2025	Regular	0.00	600.00	104451
11021	Invoice	03/25/2025	GF-PEST CONTROL-SHOP	0.00	600.00	
000896	PETTY CASH-FINANCE	04/08/2025	Regular	0.00	140.52	104452
032825	Invoice	03/28/2025	GF-PETTY CASH REIMBURSEMENT-	0.00	140.52	
002265	QUADIENT FINANCE USA INC	04/08/2025	Regular	0.00	563.00	104453
80877446 JAN-M...	Invoice	03/27/2025	GF-POSTAGE RECHARGES JAN 24-MAR 24, ...	0.00	563.00	
003597	READYDIG COLORADO LLC	04/08/2025	Regular	0.00	1,935.93	104454
E00383	Invoice	03/01/2025	GF-EQUIPMENT RENTAL-STREETS	0.00	1,740.00	
P01375	Invoice	03/19/2025	GF-PARTS/SUPPLIES-STREETS	0.00	195.93	
002081	SAFELITE FULFILLMENT,INC	04/08/2025	Regular	0.00	92.00	104455
05006-302631	Invoice	03/24/2025	GF-MOBILE WINDSHIELD REPAIR-PD	0.00	92.00	
001624	STATE OF COLORADO	04/08/2025	Regular	0.00	3,869.85	104456
000043923	Invoice	04/01/2025	UF-BILLS/LATE NOTICES FOR JANUARY 20...	0.00	3,869.85	
002967	SYNERGETIC STAFFING LLC	04/08/2025	Regular	0.00	50.00	104457
21012044	Invoice	03/28/2025	GF-BACKGROUND CHECK FOR TEMP-FIN	0.00	50.00	
003487	TERRIE HERNANDEZ	04/08/2025	Regular	0.00	1,254.92	104458
032825	Invoice	03/28/2025	GF-REIMBURSE FOR HOTEL FOR PAYROLL ...	0.00	1,254.92	
001105	TOSHIBA FINANCIAL SERVICES	04/08/2025	Regular	0.00	3,000.26	104459
551676331	Invoice	03/31/2025	GOLF-COPIER LEASE FOR APRIL 2025-	0.00	283.52	
551801715	Invoice	04/01/2025	Copier Lease	0.00	2,716.74	
003535	TRI-STATE FIREWORKS, INC	04/08/2025	Regular	0.00	15,000.00	104460
1001	Invoice	03/01/2025	CPR-DEPOSIT FOR FIREWORKS DISPLAY SE...	0.00	15,000.00	
003788	UNITED MAILING	04/08/2025	Regular	0.00	2,856.78	104461
21520	Invoice	03/20/2025	GF-POSTAGE/MAILING FOR KOSHIO PARK ...	0.00	2,856.78	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
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003398	UNIVERSITY AUTO PARTS	04/08/2025	Regular	0.00	261.98	104462
228709	Invoice	03/20/2025	GF-SUPPLIES-STREETS	0.00	69.47	
229198	Invoice	03/26/2025	GF-HYD HOSE FITTING, PARTS-PARKS	0.00	151.91	
229273	Invoice	03/26/2025	GF-PARTS-PARKS	0.00	40.60	
001149	UTILITY NOTIFICATION CENTER	04/08/2025	Regular	0.00	368.07	104463
225030609	Invoice	03/31/2025	UF-ANNUAL ASSESSMENT FOR MARCH 20...	0.00	368.07	
001156	VERIZON WIRELESS SVCS LLC	04/08/2025	Regular	0.00	6,481.13	104464
6109545559	Invoice	03/01/2025	Verizon Bill	0.00	6,481.13	
001174	WAGNER EQUIPMENT CO.	04/08/2025	Regular	0.00	301.27	104465
P00C2788762	Invoice	03/28/2025	GF-PARTS-STREETS	0.00	301.27	
003789	WAYNE CARR	04/08/2025	Regular	0.00	70.00	104466
2007693.001	Invoice	03/26/2025	REC-VOLLEYBALL REFUND-REC CENTER	0.00	70.00	
001224	XCEL ENERGY-GAS	04/08/2025	Regular	0.00	1,856.39	104467
91979937	Invoice	03/01/2025	GOLF-MARCH 2025 GAS SERVICE-PRO SH...	0.00	296.15	
920922506	Invoice	03/01/2025	Xcel Gas Bill- Account 53-2035237-0	0.00	1,560.24	
003797	ACTION SIGNS & BANNERS LLC	04/15/2025	Regular	0.00	337.25	104468
FC33740	Invoice	03/20/2025	REC-EXTRA SIGNAGE FOR REC CENTER-REC...	0.00	337.25	
002564	AMANDA NORDMAN	04/15/2025	Regular	0.00	300.00	104469
2007696.001	Invoice	04/02/2025	REC-CAMP REFUND-	0.00	300.00	
001387	ANGEL ARMOR	04/15/2025	Regular	0.00	4,047.26	104470
INV13266	Invoice	03/27/2025	GF-UNIFORMS/EQUIPMENT-PD	0.00	4,047.26	
000108	AUSMUS LAW FIRM PC	04/15/2025	Regular	0.00	7,700.00	104471
9383	Invoice	04/07/2025	GF-2025 City Attorney Services-Legal	0.00	6,500.00	
9390	Invoice	04/07/2025	GF-PROSECUTION SERVICES FOR MARCH ...	0.00	1,200.00	
000160	BREAKTHRU BEVERAGE COLORADO	04/15/2025	Regular	0.00	1,940.32	104472
120812274	Invoice	04/03/2025	GOLF-BEVERAGES-PRO SHOP	0.00	1,814.32	
120812275	Invoice	04/03/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	126.00	
000183	CALLAWAY GOLF SALES COMPANY	04/15/2025	Regular	0.00	196.40	104473
939844455	Invoice	03/12/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	196.40	
000239	CITY OF FORT LUPTON	04/15/2025	Regular	0.00	100.00	104474
CIT #E002375-1	Invoice	04/03/2025	GF-RESTITUTION FOR CITATION #E002327...	0.00	100.00	
000268	COLORADO ANALYTICAL LAB	04/15/2025	Regular	0.00	96.00	104475
250321049	Invoice	03/24/2025	UF-DRINKING WATER TESTING-W LINES	0.00	48.00	
250324082	Invoice	03/25/2025	UF-DRINKING WATER TESTING-W LINES	0.00	48.00	
003740	COLORADO PORTABLES LLC	04/15/2025	Regular	0.00	1,150.00	104476
I28819	Invoice	03/27/2025	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	210.00	
I28820	Invoice	03/27/2025	GF-PORTABLE TOILET SERVICES, HERITAGE...	0.00	130.00	
I28841	Invoice	03/20/2025	CPR-PORTABLE TOILET SERV, PEARSON PA...	0.00	250.00	
I28878	Invoice	03/28/2025	CPR-PORTABLE TOILET SERVICES, PEARSO...	0.00	560.00	
000306	COMCAST BUSINESS	04/15/2025	Regular	0.00	2,753.26	104477
237627397	Invoice	04/01/2025	GF-COMCAST INTERNET SERVICE FOR APRI...	0.00	2,753.26	
000307	COMCAST CABLE COMM, LLC	04/15/2025	Regular	0.00	178.59	104478
0116038 APR25	Invoice	04/01/2025	REC-APRIL 2025 PHONE SERVICE-REC CEN...	0.00	178.59	
003268	DEAN CONTRACTING, INC	04/15/2025	Regular	0.00	1,420.00	104479
3194	Invoice	04/04/2025	CPR-PEARSON PARK FRONT GATE REPAIRS...	0.00	1,420.00	
003798	DELORES LAKE	04/15/2025	Regular	0.00	1,800.00	104480
040825	Invoice	04/08/2025	CEM-REFUND FOR SALE OF PLOTS BACK T...	0.00	1,800.00	

Council Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000388	DIGETEK, LLC	04/15/2025	Regular	0.00	4,800.00	104481
40160	Invoice	04/02/2025	DTS support hours (30)	0.00	4,800.00	
000445	EWING IRRIGATION PRODUCTS INC	04/15/2025	Regular	0.00	1,642.50	104482
25372731	Invoice	03/31/2025	GF-CONIFER/PLAYGROUND MULCH-PARKS	0.00	912.50	
25398119	Invoice	04/01/2025	GF-CONIFER PLAYGROUND MULCH-PARKS	0.00	730.00	
002088	GoTo TECHNOLOGIES USA, INC.	04/15/2025	Regular	0.00	3,840.00	104483
1209339327	Invoice	04/03/2025	GoToMeeting Annual Renewal	0.00	3,840.00	
002696	GRAVES CONSULTING, LLC	04/15/2025	Regular	0.00	1,400.00	104484
20250404	Invoice	04/01/2025	GF-CONSULTING SERVICES-HR	0.00	1,400.00	
002143	GREEN CO2 SYSTEMS	04/15/2025	Regular	0.00	330.31	104485
02098283	Invoice	04/01/2025	REC-CO2 MONTHLY SERVICE-REC CENTER	0.00	330.31	
001580	INTERMOUNTAIN HEALTH PLATTE VALLEY HOSP	04/15/2025	Regular	0.00	85.00	104486
10007904	Invoice	03/31/2025	GF-LEGAL BLOOD DRAW SERVICES-PD	0.00	85.00	
003424	JOISAN SKROCKI	04/15/2025	Regular	0.00	475.00	104487
040725	Invoice	04/07/2025	REC-REIMBURSE FOR PURCHASE ON PERS...	0.00	475.00	
000714	LEGACY SCHOOL OF DANCE LLC	04/15/2025	Regular	0.00	1,386.00	104488
APRIL 2025 DAN...	Invoice	04/04/2025	REC-APRIL 2025 DANCE LESSONS-REC CEN...	0.00	1,386.00	
001913	LUXOTTICA OF AMERICA, INC	04/15/2025	Regular	0.00	92.51	104489
6921253089	Invoice	03/26/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	92.51	
000750	MAC EQUIPMENT INC	04/15/2025	Regular	0.00	1,016.14	104490
504800	Invoice	03/24/2025	GF-BLOWER-PARKS	0.00	1,016.14	
000756	MARI PENA	04/15/2025	Regular	0.00	103.78	104491
040425	Invoice	04/04/2025	GF-REIMBURSE FOR PERSONAL CREDIT CA...	0.00	103.78	
003800	MUSIC VENTURES LLC	04/15/2025	Regular	0.00	500.00	104492
033125	Invoice	03/31/2025	CPR-F.O.H. MARKETING/RADIO AD-FIELD ...	0.00	500.00	
003522	OTTEM ELECTRONICS, INC.	04/15/2025	Regular	0.00	300.00	104493
25-0183	Invoice	04/04/2025	GOLF-QUARTERLY MONITORING SERVICES...	0.00	300.00	
001643	PROCEDURE INC	04/15/2025	Regular	0.00	30,226.05	104494
1516213	Invoice	03/31/2025	GF-BUILDING PERMIT/INSPECTION SERVIC...	0.00	30,226.05	
000956	ROCKY MOUNTAIN LOW VOLTAGE	04/15/2025	Regular	0.00	75.00	104495
20250476	Invoice	04/01/2025	CPR-ELEVATOR MONITORING SERVICE-M...	0.00	75.00	
001022	SOUTHERN GLAZER'S OF CO	04/15/2025	Regular	0.00	690.17	104496
5325651	Invoice	04/02/2025	GOLF-BEVERAGES-PRO SHOP	0.00	68.26	
5325652	Invoice	04/02/2025	GOLF-BEVERAGES-PRO SHOP	0.00	621.91	
001040	STERICYCLE	04/15/2025	Regular	0.00	73.78	104497
8010196300	Invoice	03/18/2025	REC-BIOHAZARD-REC CENTER	0.00	73.78	
001052	SWIRE COCA-COLA, USA	04/15/2025	Regular	0.00	502.15	104498
46271422030	Invoice	03/28/2025	GOLF-BEVERAGES-PRO SHOP	0.00	245.30	
46271422031	Invoice	03/28/2025	GOLF-PRE PACKAGED FOODS-PRO SHOP	0.00	319.08	
46338944004	Credit Memo	04/01/2025	GOLF-CREDIT FOR RETURNS-PRO SHOP	0.00	-62.23	
001075	THE CONSOLIDATED MUTUAL	04/15/2025	Regular	0.00	192.22	104499
040925A	Invoice	04/09/2025	UF-MARCH '25 PERRY PIT DISCHARG PUM...	0.00	91.47	
040925B	Invoice	04/09/2025	UF-MARCH '25 WELL PUMP B-W STOR	0.00	65.34	
040925C	Invoice	04/09/2025	UF-MARCH 2025 WELL PUMP C-W STOR	0.00	35.41	
001115	TRAVIS MATTHEW,LLC	04/15/2025	Regular	0.00	1,106.10	104500
92725130	Invoice	03/26/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	952.50	

Council Check Report

Date Range: 04/02/2025 - 04/15/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
92729451	Invoice	03/28/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	153.60	
001120	TRUDILIGENCE LLC		04/15/2025 Regular	0.00	546.89	104501
63399	Invoice	03/01/2025	GF-BACKGROUND CHECKS FOR DECEMBER...	0.00	177.68	
63937	Invoice	03/01/2025	GF-BACKGROUND CHECKS FOR JANUARY ...	0.00	243.22	
65024	Invoice	03/31/2025	GF-BACKGROUND CHECKS-HR	0.00	125.99	
001138	UNITED POWER		04/15/2025 Regular	0.00	1,500.00	104502
Order #610751	Invoice	04/09/2025	SF-APPLICATION FEE FOR W/O #20250401...	0.00	1,500.00	
001137	UNITED POWER		04/15/2025 Regular	0.00	55,313.48	104503
10553102 MAR25	Invoice	03/31/2025	United Power	0.00	22.72	
1194602 MAR25	Invoice	03/31/2025	United Power	0.00	624.96	
1195001 MAR25	Invoice	03/31/2025	United Power	0.00	2,468.12	
1195501 MAR25	Invoice	03/31/2025	United Power	0.00	4,831.80	
1195603 MAR25	Invoice	03/31/2025	United Power	0.00	394.70	
1195701 MAR25	Invoice	03/31/2025	United Power	0.00	278.37	
1196401 MAR25	Invoice	03/31/2025	United Power	0.00	36.54	
1207701 MAR25	Invoice	03/31/2025	United Power	0.00	21.24	
1215802 MARCH...	Invoice	03/31/2025	GF-MARCH 20205 ELECTRIC SERV (VET OFF..	0.00	117.73	
1223101 MAR25	Invoice	03/31/2025	United Power	0.00	20.00	
1240301 MAR25	Invoice	03/31/2025	United Power	0.00	182.50	
1241801 MAR25	Invoice	03/31/2025	United Power	0.00	2,846.72	
1241903 MAR25	Invoice	03/31/2025	United Power	0.00	105.15	
1276101 MAR25	Invoice	03/31/2025	United Power	0.00	249.34	
1279801 MAR25	Invoice	03/31/2025	United Power	0.00	25.64	
1295501 MAR25	Invoice	03/31/2025	United Power	0.00	65.33	
1296101 MAR25	Invoice	03/31/2025	United Power	0.00	429.87	
1299501 MAR25	Invoice	03/31/2025	United Power	0.00	130.09	
1302801 MAR25	Invoice	03/31/2025	United Power	0.00	2,382.52	
1302901 MAR25	Invoice	03/31/2025	United Power	0.00	151.52	
1316801 MAR25	Invoice	03/31/2025	United Power	0.00	936.51	
1322501 MAR25	Invoice	03/31/2025	United Power	0.00	6,147.51	
1360303 MAR25	Invoice	03/31/2025	United Power	0.00	31.01	
13842400 MAR25	Invoice	03/31/2025	United Power	0.00	54.71	
14427100 MAR25	Invoice	03/31/2025	United Power	0.00	103.71	
15232500 MAR25	Invoice	03/31/2025	United Power	0.00	22.22	
17149700 MAR25	Invoice	03/31/2025	United Power	0.00	61.95	
17761600 MAR25	Invoice	03/31/2025	United Power	0.00	20.00	
17868800 MAR25	Invoice	03/31/2025	United Power	0.00	20.00	
18057500 MAR25	Invoice	03/31/2025	United Power	0.00	879.36	
18498400 MAR25	Invoice	03/31/2025	United Power	0.00	450.18	
18762100 MAR25	Invoice	03/31/2025	United Power	0.00	20.13	
19545100 MAR25	Invoice	03/31/2025	United Power	0.00	773.72	
19595600 MAR25	Invoice	03/31/2025	United Power	0.00	26.36	
20040100MAR25	Invoice	03/31/2025	United Power	0.00	467.84	
21675200 MAR25	Invoice	03/31/2025	United Power	0.00	34.62	
21675300 MAR25	Invoice	03/31/2025	United Power	0.00	35.91	
22185901 MAR25	Invoice	03/31/2025	United Power	0.00	20.02	
24165100 MAR25	Invoice	03/31/2025	GF-MARCH 2025 ELECTRIC SERV (SPLASH ...	0.00	305.67	
3399301 MAR25	Invoice	03/31/2025	United Power	0.00	58.45	
6601202 MAR25	Invoice	03/31/2025	United Power	0.00	24.71	
6612303 MAR25	Invoice	03/31/2025	United Power	0.00	21.29	
6779701 MAR25	Invoice	03/31/2025	United Power	0.00	9,949.72	
704901 MAR25	Invoice	03/31/2025	United Power	0.00	12,003.64	
7225800 MAR25	Invoice	03/31/2025	United Power	0.00	20.10	
726705 MAR25	Invoice	03/31/2025	United Power	0.00	20.02	
7280200 MAR25	Invoice	03/31/2025	United Power	0.00	22.10	
733101 MAR25	Invoice	03/31/2025	United Power	0.00	245.21	
762901 MAR25	Invoice	03/31/2025	United Power	0.00	500.31	
803908 MAR25	Invoice	03/31/2025	United Power	0.00	5,780.36	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
8976200 MAR25	Invoice	03/31/2025	United Power	0.00	871.28	
	Void	04/15/2025	Regular	0.00	0.00	104504
	Void	04/15/2025	Regular	0.00	0.00	104505
	Void	04/15/2025	Regular	0.00	0.00	104506
003792	VIMHUE	04/15/2025	Regular	0.00	1,287.30	104507
3456	Invoice	03/27/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,287.30	
001189	WELD COUNTY ACCTG DEPART	04/15/2025	Regular	0.00	7,125.05	104508
MARCH 2025	Invoice	04/01/2025	GF-MARCH 2025 FUEL CHARGES-	0.00	7,125.05	
001207	WESTERN DISTRIBUTING INC	04/15/2025	Regular	0.00	499.68	104509
839678	Invoice	04/04/2025	GOLF-BEVERAGES-PRO SHOP	0.00	499.68	
001212	WILLIAMS AND WEISS CONSULTING LLC	04/15/2025	Regular	0.00	6,570.00	104510
2130	Invoice	04/07/2025	UF/WST-WATER ENGINEERING-UF/WST	0.00	6,570.00	
000024	ACE HARDWARE OF FORT LUPTON	04/08/2025	EFT	0.00	610.78	9002135
1075471/1	Invoice	03/12/2025	GOLF-SUPPLIES-MAINT	0.00	132.82	
107570/1	Invoice	03/13/2025	GOLF-PARTS/SUPPLIES-MAINT	0.00	16.15	
107709/1	Invoice	03/27/2025	GOLF-SUPPLIES-MAINT	0.00	35.97	
107719/1	Invoice	03/27/2025	GOLF-BATTERIES, PAINTING SUPPLIES-MA...	0.00	81.34	
107729/1	Invoice	03/28/2025	GOLF-LANDSCAPE RAKE-MAINT	0.00	119.98	
107750/1	Invoice	03/31/2025	GOLF-VALVE, ADAPTER-MAINT	0.00	91.16	
107755/1	Invoice	03/31/2025	GOLF-PARTS/SUPPLIES-MAINT	0.00	133.36	
000048	AIRGAS USA LLC	04/08/2025	EFT	0.00	83.66	9002136
9159421885	Invoice	03/21/2025	GF-CD/AR80-PW SHOP	0.00	83.66	
001820	BADGER METER	04/08/2025	EFT	0.00	4,000.42	9002137
80191172	Invoice	03/28/2025	UF-WATER METER SERVICES-	0.00	4,000.42	
002835	BRANDING BY BRE	04/08/2025	EFT	0.00	3,500.00	9002138
1324	Invoice	04/01/2025	GF-SOCIAL MEDIA COMMUNICATIONS-CIT...	0.00	3,500.00	
002853	BUCKEYE CLEANING CENTER	04/08/2025	EFT	0.00	1,813.38	9002139
90657908	Invoice	03/20/2025	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	1,813.38	
002122	BURNS & MCDONNELL ENGINEERING CO INC	04/08/2025	EFT	0.00	81,416.12	9002140
160868-20	Invoice	03/27/2025	UF- WATER TOWER DESIGN CO #1-WATER	0.00	81,416.12	
002723	EAGLE ROCK COMPANY OF COLO	04/08/2025	EFT	0.00	2,174.37	9002141
1375189	Invoice	03/31/2025	GOLF-BEVERAGES-PRO SHOP	0.00	1,267.50	
13757187	Invoice	03/31/2025	GOLF-BEVERAGES-PRO SHOP	0.00	799.92	
13757188	Invoice	03/31/2025	GOLF-BEVERAGES-PRO SHOP	0.00	69.60	
13758756	Invoice	03/31/2025	GOLF-BEVERAGES-PRO SHOP	0.00	37.35	
000455	FASTENAL COMPANY 01COFTL	04/08/2025	EFT	0.00	319.78	9002142
COFTL202349	Invoice	03/05/2025	UF-PARTS/SUPPLIES-W LINES	0.00	319.78	
000909	FERGUSON ENTERPRISES INC #3326	04/08/2025	EFT	0.00	447.25	9002143
0283210	Invoice	03/13/2025	UF-SUPPLIES-W LINES	0.00	447.25	
003316	MIGUEL IRAOLA	04/08/2025	EFT	0.00	550.00	9002144
03312025	Invoice	03/31/2025	GF-MARCH 2025 TRANSLATOR SERVICES-...	0.00	550.00	
002195	MINUTEMAN PRESS	04/08/2025	EFT	0.00	235.54	9002145
41030	Invoice	03/01/2025	GF-BUSINESS CARDS-PD	0.00	235.54	
000855	NORTHERN COLO CONSTRUCTORS	04/08/2025	EFT	0.00	212,603.43	9002146
10CO	Invoice	03/31/2025	UF- CO#1 Water Meter Replacement- Wat...	0.00	212,603.43	
000862	O'REILLY AUTO PARTS	04/08/2025	EFT	0.00	146.04	9002147
4489101271-1	Credit Memo	04/03/2025	GF-CREDIT FOR OVERPAYMENT-FAC	0.00	-190.52	
4489-205213	Invoice	03/12/2025	SF-WIPER BLADES, GREASE GUN-S LINES	0.00	102.97	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4489-206950	Invoice	03/19/2025	GF-HYDRL OIL-PW SHOP	0.00	149.98	
4489-207150	Credit Memo	03/20/2025	SF-CREDIT FOR RETURN OF GREASE GUN-S...	0.00	-54.99	
4489-207151	Invoice	03/20/2025	SF-WIPES-S LINES	0.00	11.98	
4489208257	Invoice	03/25/2025	GF-PARTS-PARKS	0.00	14.99	
4489-208700	Invoice	03/27/2025	CEM-REAR VIEW CONVEX MIRROR-CEMTE...	0.00	40.98	
4489-208705	Invoice	03/27/2025	CEM-MIRROR ADHESIVE-CEMETERY	0.00	4.49	
4489-209630	Invoice	03/31/2025	GOLF-OIL FILTER/PAINT MARKERS-MAINT	0.00	66.16	
000999	SHAMROCK FOODS COMPANY	04/08/2025	EFT	0.00	1,409.88	9002148
10007453	Credit Memo	03/28/2025	GOLF-CREDIT FOR RETURNS-PRO SHOP	0.00	-72.10	
33341711	Invoice	03/27/2025	GOLF-FOOD, PREPACKAGED GOODS-PRO ...	0.00	153.75	
33350633	Invoice	03/31/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	1,245.46	
33355756	Invoice	04/01/2025	GOLF-FOOD-PRO SHOP	0.00	82.77	
003196	AMAZE HEALTH	04/15/2025	EFT	0.00	1,815.00	9002149
INV-8235	Invoice	03/31/2025	GF-MARCH 2025 MONTHLY USER FEE-MISC	0.00	1,815.00	
001293	AMAZON.COM	04/15/2025	EFT	0.00	1,641.56	9002150
19G3-KNR4-H3KT	Invoice	04/07/2025	GF-March Amazon Purchases-Finance	0.00	1,641.56	
000339	CTL THOMPSON, INC	04/15/2025	EFT	0.00	550.00	9002151
737639	Invoice	03/31/2025	GF-SHELTER TESTING-PARKS	0.00	550.00	
002723	EAGLE ROCK COMPANY OF COLO	04/15/2025	EFT	0.00	233.99	9002152
13784835	Invoice	04/07/2025	GOLF-BEVERAGES-PRO SHOP	0.00	28.40	
13784836	Invoice	04/07/2025	GOLF-BEVERAGES-PRO SHOP	0.00	59.43	
13786323	Invoice	04/07/2025	GOLF-BEVERAGES-PRO SHOP	0.00	82.20	
13786324	Invoice	04/07/2025	GOLF-BEVERAGES-PRO SHOP	0.00	63.96	
000536	GOLF AND SPORT SOLUTIONS LLC	04/15/2025	EFT	0.00	8,512.44	9002153
50282	Invoice	03/26/2025	GOLF-TONS OF BUNKER SAND DELIVERY-...	0.00	466.93	
50321	Invoice	03/31/2025	GOLF-TONS OF BUNKER SAND DELIVERY-...	0.00	685.43	
50332	Invoice	03/31/2025	CPR-TONS OF RAZUM RED INFIELD-COM C...	0.00	7,360.08	
002674	HAYES POZNANOVIC KORVER, LLC	04/15/2025	EFT	0.00	11,630.00	9002154
70	Invoice	04/04/2025	WST-MAR2025 LEGAL SERVICES-WATER	0.00	11,630.00	
003101	LANGUAGELINE SOLUTIONS	04/15/2025	EFT	0.00	145.96	9002155
11564116	Invoice	03/31/2025	GF-INTERPRETATION SERVICES FOR MARC...	0.00	145.96	
002195	MINUTEMAN PRESS	04/15/2025	EFT	0.00	77.79	9002156
41170	Invoice	04/04/2025	GF-BUSINESS CARDS-PD	0.00	77.79	
003058	PRECISION PUMPING SYSTEMS	04/15/2025	EFT	0.00	850.00	9002157
RMS000514	Invoice	03/28/2025	GF-REMOTE MONITORING FOR COYOTE C...	0.00	425.00	
RMS000519	Invoice	03/28/2025	GF-2025 REMOTE MONITORING SERVICE-...	0.00	425.00	
000932	R & M SERVICES	04/15/2025	EFT	0.00	126.10	9002158
10870	Invoice	03/26/2025	GF-VEHICLE MAINTENANCE-PD	0.00	36.00	
10871	Invoice	03/28/2025	GF-VEHICLE MAINTENANCE-PD	0.00	90.10	
000999	SHAMROCK FOODS COMPANY	04/15/2025	EFT	0.00	1,189.74	9002159
33372944	Invoice	04/07/2025	GOLF-FOOD, PRE PACKAGED GOODS-PRO ...	0.00	128.99	
33372945	Invoice	04/07/2025	GOLF-FOOD, BEVERAGES, SUPPLIES, PRE P...	0.00	1,060.75	
001101	TODD HODGES DESIGN, LLC	04/15/2025	EFT	0.00	13,517.36	9002160
3684	Invoice	04/07/2025	GF-PLANNING SERVICES MARCH 24-APRIL ...	0.00	13,517.36	
001126	TYLER TECHNOLOGIES	04/15/2025	EFT	0.00	182.40	9002161
025-503549	Invoice	03/31/2025	GF-INSITE PORTAL FEE-COURT	0.00	160.00	
025-504065	Invoice	03/31/2025	GF-COURT NOTIFICATIONS-COURT	0.00	48.60	
025-505009	Credit Memo	03/31/2025	GF-COURT NOTIFICATON REFUND-COURT	0.00	-26.20	

Council Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000119	BANK OF COLORADO	04/04/2025	Bank Draft	0.00	7,880.27	DFT0002565
INV0001734	Invoice	04/04/2025	HSA DISTRIBUTION	0.00	7,880.27	
000119	BANK OF COLORADO	04/04/2025	Bank Draft	0.00	1,214.99	DFT0002566
INV0001735	Invoice	04/04/2025	HSA DISTRIBUTION	0.00	1,214.99	
001416	VALIC_1	04/04/2025	Bank Draft	0.00	51,990.62	DFT0002567
INV0001736	Invoice	04/04/2025	VALIC - 457(b) \$ Contributions	0.00	51,990.62	
001265	IRS	04/04/2025	Bank Draft	0.00	92,824.15	DFT0002568
INV0001737	Invoice	04/04/2025	Federal Withholding	0.00	92,824.15	
001418	CO DEPARTMENT OF REVENUE	04/04/2025	Bank Draft	0.00	15,725.00	DFT0002569
INV0001738	Invoice	04/04/2025	CO Withholding	0.00	15,725.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	167	82	0.00	365,139.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	169,635.03
EFT's	57	27	0.00	349,782.99
	229	117	0.00	884,557.90

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	167	82	0.00	365,139.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	169,635.03
EFT's	57	27	0.00	349,782.99
	229	117	0.00	884,557.90

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	4/2025	884,557.90
			884,557.90

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 1, 2025**

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, April 1, 2025. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Bruce Fitzgerald, David Crespín, Chris Ceretto, Claud Hanes, and Michael Sanchez. Councilmember Valerie Blackston arrived at 6:04 p.m.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus, Finance Director, Leann Perino, Planning Director, Todd Hodges and the Fort Lupton Middle School National Junior Honor Society Students.

PROCLAMATION

Mayor Hubbard read the Sexual Assault Awareness Month Proclamation and proclaimed the month of April as Sexual Assault Awareness Month in the City of Fort Lupton.

Student Mayor Chavez read the Crime Victims Rights Proclamation and Mayor Hubbard proclaimed the week of April 6-12 as Crime Victims Rights Week in the City of Fort Lupton.

Student Councilmember McGee read the April Fools Library Proclamation and proclaimed April 1st as an April Fools joke and encouraged all citizens to laugh.

Student Councilmember Singh read the National Library Week Proclamation and Mayor Hubbard proclaimed April 6-12 as National Library Week in the City of Fort Lupton.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

It was moved by Chris Ceretto and seconded by David Crespín to approve the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the April 1, 2025, payables; there were no questions or comments from the Mayor or Council.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 1, 2025**

CONSENT AGENDA

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

- March 18, 2025 City Council Meeting Minutes
- Amending Resolution 2025R015 to State the Planning Advisory Committee Shall Operate Under the Same Guidelines as the Advisory Committees
- Approving the Estimated 2025 Payment to Northern Colorado Water Conservation District for the Windy Gap Annual Assessment, Paid from the Water Utility Fund for an Amount Not to Exceed \$269,868.34 (AM 2025-049)
- Approving the Purchase of Nine (9) MDT's for Public Work Trucks for an Amount Not to Exceed \$45,860.04, Allocated from the Information Technology Equipment General Fund (AM 2025-050)
- Approving Resolution 2024R025 OF THE CITY COUNCIL OF FORT LUPTON TO DEDICATE AN UNDERGROUND POWER EASEMENT ON CITY OWNED PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF HIGHWAY 52 AND COLLEGE AVENUE TO UNITED POWER (AM 2025-054)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2025-051 Approving the Great Outdoor Colorado (GOCO) – Planning and Capacity Grant Application for Updating the Parks and Trails Master Plan

The Parks and Recreation Department submitted a full application to Great Outdoor Colorado (GOCO) in December 2024 and was approved in the amount of \$140,000 for the Parks and Trails Master Plan on March 14, 2025. The next step is to execute the Grant Agreement. The grant award will be issued upon completion of the Grant agreement

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to Approve the Great Outdoor Colorado (GOCO) – Planning and Capacity Grant Application for Updating the Parks and Trails Master Plan. Motion passed unanimously on roll call vote.

AM 2025-052 Approving Estimates and Payment of Invoices to BearCom for Patrol Vehicle Upfitting for an Amount Not to Exceed \$120,000, Allocated from the Police Department Capital Projects Budget

As part of the budgeted vehicle purchases for 2025, BearCom is to provide vehicle upfitting for four new Chevy Tahoe police vehicles. The total estimated cost for upfit is \$114,714.00, three vehicles are estimated to cost 30,424.00 and one is estimated to cost 23,412.00. This estimate

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 1, 2025**

depends on customer provided equipment (such as vehicle radios, Axon Fleet Cameras, etc). The PD is expecting the actual upfit cost to be lower than the estimated cost.

It was moved by Chris Ceretto and seconded by Valerie Blackston to Approve Estimates and Payment of Invoices to BearCom for Patrol Vehicle Upfitting for an Amount Not to Exceed \$120,000, Allocated from the Police Department Capital Projects Budget. Motion passed unanimously on roll call vote.

AM 2025-053 Approving a Resolution of the City Council of Fort Lupton Authorizing the Submittal of an Energy/Mineral Impact Assistance Fund (EIAF) Grant with the Colorado Department of Local Affairs (DOLA) for Fort Lupton Water Strategy Plan for a Project Cost Estimate of \$444,444.00

As a requirement of the Colorado DOLA's grant application for EIAF Grant funds, City Council must approve a resolution authorizing the City's application submission in order to be considered for the grant.

As part of our grant application for financial assistance for the Water Strategy Plan Project, City Council must approve a resolution officially authorizing the submission of said application. The estimated total amount of the project is \$444,444.00. Of this amount, the City will commit to a fifty-five percent match of \$244,444.00 of which was budgeted as matching funds for the USBR grant submittal.

It was moved by David Crespín and seconded by Valerie Blackston to approve Resolution 2025R026 OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING THE SUBMITTAL OF AN ENERGY/MINERAL IMPACT ASSISTANCE FUND (EIAF) GRANT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR FORT LUPTON WATER STRATEGY PLAN FOR A PROJECT COST ESTIMATE OF \$444,444.00. Motion passed unanimously on roll call vote.

STAFF REPORTS

Chris Cross, City Administrator, reported the students had a busy day packed with information and gave praise to the students and parents.

Mari Peña, City Clerk, reported some of the things the students were taught and encouraged parents to ask the students what they learned. She also praised the students for their participation.

Roy Vestal, Public Works Director, reported relief that a water outage was no longer a threat. He stated an 8" line was replaced with a 12" line and the new part is currently isolated until they receive a valid back feed test back from the lab which should be received by Friday April 4, 2025.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 1, 2025**

MAYOR/COUNCIL REPORTS

The Councilmembers showed support, gratitude and encouragement to the National Junior Honor Society for their future and participation in Youth in Government Day.

Councilmember Bruce Fitzgerald, reported a rollover accident involving a single vehicle occurred right in front of his house. The driver was a 15-year-old and walked away from the scene with only minor injuries.

FUTURE CITY EVENTS

April 2, 2025	Coffee with a Cop, Fort Lupton Recreation Center, 8 a.m. - 9a.m.
April 10, 2025	Curbside Spring Clean-Up Day (For Seniors and/or Disabled Residents)
April 12, 2025	Easter Egg Hunt, Community Park, 203 S. Harrison Ave., 9 a.m.
April 12, 2025	Spring Clean-Up Day, 800 12th St. 8 a.m. - 12 p.m.
April 16, 2025	Annual Spaghetti Dinner, Recreation Center, 203 S. Harrison Ave., 5 p.m. - 6 p.m.
April 21 - 25, 2025	Hillside Cemetery Annual Clean-up
April 23-26, 2025	Fields of Honor, Pearson Park
April 26, 2025	Arbor Day Tree Sale, Recreation Center, 203 S. Harrison Ave., 8a.m. - 11 a.m.
April 28, 2025	Shredding Day, City Hall, 130 S. McKinley Ave., 8 a.m. - 10 a.m.

UPCOMING MEETINGS

April 8, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
April 15, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
April 29, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
May 6, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m

ADJOURNMENT

The meeting adjourned at 6:35 p.m.

Submitted by,

Maricela Peña, City Clerk

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 1, 2025**

Approved by City Council,

Zo Hubbard, Mayor

DRAFT



SUBJECT FOR DISCUSSION

Approving the Renewal Subscription of Esri GIS Software and Enter into a Three-Year Contract for an Amount Not to Exceed \$20,600.00 Annually, Allocated from the General Fund, Community Development Software Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Community Development is requesting to allow the budgeted amount of GIS software to be paid in the amount not to exceed \$20,600.00 in 2025. The GIS software includes ArcGIS Desktop, ArcGIS Pro and desktop extensions and ArcGIS Online access and cloud GIS data storage. The City's previous three-year contract with Esri expires in October. Annual pricing at \$20,600.00 is fixed for the next three years.

The GIS software is necessary for City staff to perform various mapping, asset management and analytical capabilities.

FINANCIAL CONSIDERATIONS

The General Fund, The Community Development Department budgeted funds for this renewal in the 2025 software service agreements account. In aggregate, the components and functionality of the GIS software package Esri offers through this agreement subscription far exceed the cost of the software components when priced separately.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- Council decides to renew the existing GIS software agreement
- Council requests staff to look at an a la carte purchasing strategy for the City's Esri software components

STAFF RECOMMENDATIONS

Staff recommends the renewal of the existing GIS software agreement

Attachments:

- a. Quote from Esri
- b. City Vendor Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.*
Quote is valid from: 3/19/2025 To: 6/17/2025

Quotation # Q-531414

Date: March 19, 2025

Customer # 253660 Contract #

City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621-1343

ATTENTION: Jake Freier
PHONE: (720) 466-6115
EMAIL: jfreier@fortluptonco.gov

Material	Qty	Term	Unit Price	Total
193253	1	Year 1	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 2	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 3	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
Subtotal:				\$61,800.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$61,800.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Kahlil Flowers	Email: kflowers@esri.com	Phone: (909) 793-2853 x7464
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		



Quotation # Q-531414

Date: March 19, 2025

Customer # 253660 Contract #

City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621-1343

ATTENTION: Jake Freier
PHONE: (720) 466-6115
EMAIL: jfreier@fortluptonco.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/19/2025 To: 6/17/2025

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Kahlil Flowers

Email:

kflowers@esri.com

Phone:

(909) 793-2853 x7464

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT LOCAL GOVERNMENT CLOUD-BASED (E214-7)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Online User Types	
ArcGIS Online Viewer User Types	

Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Online Apps and Other	
ArcGIS Online Contributor User Type	3	ArcGIS Online Service Credits	10,000
ArcGIS Online Mobile Worker User Type	15		
ArcGIS Online Creator User Type	15	ArcGIS Online Apps and Other	
ArcGIS Online Professional User Type	3	ArcGIS Location Sharing for ArcGIS Online	3
ArcGIS Online Professional Plus User Type	3		

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Distributor	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



City of Fort Lupton, Colorado

Vendor Agreement

This VENDOR Agreement is entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (hereinafter "VENDOR").

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

1. **SCOPE OF SERVICES.** VENDOR shall perform the services included in the Scope of Work Quotation 531414 set forth and incorporated herein as **Exhibit A**. VENDOR confirms it possesses all necessary permits and professional licenses, as needed and if applicable, and is in good standing with the State of Colorado. Further, VENDOR states, if applicable, it possesses professional liability insurance.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in the VENDOR's Scope of Work Quotation attached hereto as **Exhibit A**. In the event of any conflict between the specific contract terms and requirements of this Vendor Agreement and any terms and conditions of Vendor or Exhibit A, the parties specifically agree the terms of the Vendor Agreement shall control.

3. **PERIOD OF SERVICE AND SCHEDULE.** The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal.

4. **CONTRACT SUM.** The City shall pay to the VENDOR for performance and completion of the work and or services encompassed by this Agreement, and the VENDOR will accept as full compensation therefore the sum of not to exceed as set forth in the Quotation 531414 attached hereto and incorporated into **Exhibit A**, and subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the services by the City, in its sole discretion, including completion by the VENDOR of any review corrections as determined by the City.

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

the City notifies the VENDOR in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing. City shall have the right to make changes within the general scope of VENDOR's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and VENDOR.

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

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

8. DOCUMENTS. All documents prepared by VENDOR pursuant to this Agreement shall become the exclusive property of the City after full payment therefore. The parties expressly acknowledge that the work was specifically ordered or commissioned by the City, and further agree that it shall be considered a "work made for hire" within the meaning of the copyright laws of the United States of America and that the City is entitled, as author, to the copyright and all other rights, throughout the world, including but not limited to, the right to make changes and such uses, as it may determine in its sole and absolute discretion.

9. TERMINATION. Services may be terminated by City or VENDOR by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay VENDOR all amounts due for all services properly rendered and accepted by the City. The City may terminate this Vendor Agreement without cause with thirty (30) days' written notice.

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

11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to

submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

12. OSHA REQUIREMENTS. VENDOR agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. VENDOR shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. VENDOR acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for its actions regarding all OSHA rules and regulations.

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

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

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

16. INDEMNIFICATION BY VENDOR. VENDOR shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of VENDOR or its subconsultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees. This indemnification is full and complete and is a material term of this Agreement. VENDOR shall notify its insurance carrier immediately of any possible claim.

17. STANDARD OF CARE.

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

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

18. LIABILITY INSURANCE

1. Comprehensive General Liability

a. The VENDOR shall name the City as an additional insured on any applicable insurance policy. The VENDOR shall purchase and maintain in force a Comprehensive General Liability Insurance Policy and such other insurance that is appropriate or applicable for the work being performed and services furnished and shall provide protection from claims set forth hereinbelow which may arise out of or result from the VENDOR's performance and furnishing of the work and the VENDOR's other obligations under the Contract Documents, whether performed or furnished by the VENDOR, by any Sub-VENDOR, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable:

- i. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
- iii. Claims for damages because of bodily injury, sickness or disease, or the death of any person other than the VENDOR's employees;
- iv. Claims for damages insured by personal injury liability coverage which are sustained:
 - a) by any person as a result of an offense directly or indirectly related to the employment of such person by the VENDOR; or
 - b) by any other person for any other reason;

-
- i. Claims for damages, other than to the Work itself, because of injury to or the destruction of tangible property wherever located, including the loss of use resulting therefrom;
 - ii. Claims for damages because of bodily injury or the death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- (a) The insurance required shall include the specific coverages, and be written for not less than the limits of liability and coverages specified or required by Colorado Law, whichever is greater.
- i. If applicable, Workers' Compensation and related coverages:
 - a) State of Colorado Statutory
 - b) Applicable Federal Statutory
 - c) Employer's Liability \$ 100,000 each accident
 \$ 500,000 disease, policy limit
 \$ 100,000 disease, each employee
- (b) The VENDOR's Comprehensive General Liability Insurance Policy shall include:
- i. General Aggregate \$ 1,000,000
 - ii. Personal and Advertising Injury \$ 500,000
 - iii. Each Occurrence (Bodily Injury and Property Damage) \$ 500,000
 - iv. Excess or Umbrella Liability Bodily Injury and Property Damage \$ 2,000,000
 - Retention \$ 10,000

2. Automobile Liability

Combined Single Limit of \$ 2,000,000

3. If applicable, Professional Liability

Limits of Liability:

Aggregate \$ 4,000,000
 Per Claim \$ 1,000,000

EXECUTED THIS _____ DAY OF _____, 2025.

CITY OF FORT LUPTON, COLORADO

VENDOR: ESRI, INC.

 BY:_____

 BY:_____

TITLE:_____

TITLE:_____



SUBJECT FOR DISCUSSION

Authorize Funding for a Clean in Place Pump for an Amount Not to Exceed \$71,340.50, Allocated from the Utility Water Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This capital project is to purchase a spare CIP (clean in place) pump for the water treatment plant, which is part of the approved capital plan for 2025. The CIP pump is a critical asset, which is used to clean the filters at the water plant. Because we were able to secure this pump for less than initially anticipated, we were able to include another spare submersible pump on this project.

FINANCIAL CONSIDERATIONS

The budget for this project in the Utility Water Fund is \$75k, and we're able to secure both pumps, plus installation for \$71,340.50

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

Staff recommends approval of this capital project.

Attachments: a. Notice to Proceed

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Jacobs
12285 State Hwy 52
Fort Lupton, CO 80621
www.jacobs.com

March 25, 2025

Roy Vestal
City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621

Subject: Out of Scope Services – Spare Pumps

Dear Mr. Vestal:

OMI would like to propose the following out-of-scope services as further defined below. These services will comply with the requirements of the Operations, Maintenance and Management Agreement between Operations Management International, Inc. (OMI) and Fort Lupton Utility Enterprise Board (Owner) dated 6 August 2019.

Scope: OMI will work together with Cogent, to purchase and install both a CIP and submersible pump.

Term: Services will commence upon the Owner giving OMI notice to proceed. Work is expected to be completed by the end of May 2025.

Price of Services: The price estimate based on time and materials terms is \$71,340.50. All non-labor direct costs will be billed at cost plus 15%.

The price estimate is based on the following assumed labor hours and materials but is subject to change:

Labor	Bill Rate	Hours	Price
Project Manager	\$157	10	\$1,570.00
Lead Operator	\$69	8	\$552.00
Labor Subtotal		18	\$2,122.00
Materials/Parts/Subcontractor	Raw Cost	Markup	Price
Pumps / Install	\$60,190.00	1.15	\$69,218.50
Nonlabor Subtotal	\$60,190.00	1.15	\$69,218.50

Billing and Payment Terms: As defined in Section 5 of the Agreement, Owner shall be billed for these services upon completion of the work and payment will be due and payable within twenty (20) days following receipt of Jacobs invoice.

If these terms are agreeable to you, please sign and return this letter. We will return one fully executed original for your files.

Jacobs appreciates the opportunity to provide these additional services for the City of Fort Lupton.



March 25, 2025
Subject: Out of Scope Services – Spare Pumps

Regards

AARON RICHARDSON
Project Manager
720-939-4494
Aaron.Richardson@jacobs.com

City of Fort Lupton	Operations Management International, Inc.
Authorized _____	Authorized _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____



SUBJECT FOR DISCUSSION

Approving an Emergency Ordinance Authorizing Two Loan Agreements with the Colorado Water Resources and Power Development Authority (CWRPDA), for up to \$20,000,000 for the Installation of an Elevated Water Storage Tank, New Pump Station and Associated Pipelines.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City applied for and was awarded four loans from CWRPDA to finance the installation of an elevated water storage tank, new pump station and associated pipelines. The project is intended to reduce operational complexity and provide system redundancy in the event of a line break or pump station outage. The cost of the project is estimated to be \$24,216,256, including contingencies. The CWRPDA will loan the City \$19,000,000 plus loan issuance costs for the project.

FINANCIAL CONSIDERATIONS

The loans from CWRPDA consist of: a \$13,000,000 leveraged loan (plus costs of issuance for all four loans), an approximately \$1,344,609 Base direct loan to be repaid, an approximately \$1,655,391 Bipartisan Infrastructure Law (BIL) General Supplemental loan to be re-paid, and a \$3,000,000 BIL General Supplemental Principal Forgiveness Loan. The Base and BIL direct loan are for a term of up to 30 years at an interest rate of 1.75%, and the leveraged loan is for a term of up to 30 years at 85% of the interest rate on the CWRPDA's State Revolving Fund Revenue Bonds 2025 Series A.

LEGAL/POLITICAL CONSIDERATIONS

The CWRPDA loans are being paid out of the Utility Enterprise Fund and are on a parity with the Utility Enterprise's outstanding 2017 Bonds, and its outstanding loans from the Colorado Water Conservation Board and CWRPDA. In the Loan Agreements with CWRPDA, the city will be covenanting to maintain rates sufficient to cover 110% of annual debt service on all outstanding parity loans payable from the Utility Enterprise Fund.

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve Ordinance authorizing two Loan Agreements with CWRPDA.

Attachments: a. Ordinance

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2025-____

INTRODUCED BY: _____

AN ORDINANCE AUTHORIZING TWO LOAN AGREEMENTS BETWEEN THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY AND THE CITY OF FORT LUPTON, COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, AND LOANS (LEVERAGED AND DIRECT LOANS) TO BE MADE IN CONNECTION THEREWITH IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$20,000,000, APPROVING THE FORM AND TERMS THEREOF, MAKING CERTAIN FINDINGS AND DETERMINATIONS, AUTHORIZING INCIDENTAL ACTIONS IN CONNECTION THEREWITH AND DECLARING AN EMERGENCY.

PREFACE

Any term used herein as defined shall have the meaning ascribed thereto in the Recitals below or in Section 1 of this ordinance (this "Ordinance").

RECITALS

WHEREAS, the City of Fort Lupton, Colorado (the "City") is a municipal corporation and political subdivision of the State of Colorado (the "State") duly organized and operating under the Constitution and laws of the State; and

WHEREAS, the City has previously acquired and developed certain properties and facilities for the collection, treatment and distribution of water for the beneficial uses and purposes for which the water has been or may be appropriated (the "Water System"); and

WHEREAS, by Ordinance No. 95-675 adopted by the City Council of the City (the "City Council;") on July 26, 1995, the City Council acted to recognize and confirm the existence of the City's existing water utility enterprise, sewer utility enterprise and storm water drainage facility enterprise as enterprises of the City within the meaning of Article X, Section 20 of the Colorado Constitution, which ordinance was codified as Chapter 12 of the Fort Lupton Municipal Code (the "City Code"); and

WHEREAS, by Ordinance No. 98-733 adopted by the City Council on December 9, 1998, the City Council acted to amend Chapter 12 of the City Code (as amended, the "Enterprises Chapter") to create and establish a combined water and sewer utility enterprise to be known as the "Utility Enterprise"; and

WHEREAS, the City Council serves as the governing body of the Utility Enterprise for purposes of the issuance of revenue bonds by the City, acting by and through the Utility Enterprise, to finance facilities for the Water System; and

WHEREAS, for purposes of this Ordinance, the term "City" means the City, acting by and through the Utilities Enterprise, unless the context requires otherwise, and the term "City

Council” means the City Council, acting as the governing body of the Utilities Enterprise, unless the context requires otherwise; and

WHEREAS, pursuant to the provisions of Title 37, Article 45.1, Colorado Revised Statutes (the “Water Activity Enterprise Law”), state and local governmental entities which have authority to issue revenue bonds under applicable law are authorized: (i) to establish or continue to maintain water activity enterprises for the purpose of conducting water activities, which term includes, without limitation, the diversion, storage, carriage, delivery, distribution, collection, treatment, use, reuse, augmentation, exchange or discharge of water and includes the provision of wholesale or retail water services and the acquisition of water or water rights; and (ii) to issue or reissue bonds, notes or other obligations payable from the revenues derived or to be derived from the function, service, benefits, or facility or from any other available funds of the enterprise, the terms and conditions of such bonds or other obligations to be as set forth in the ordinance authorizing the same and, as nearly as practicable, as provided in Part 4 of Article 35 of Title 31, C.R.S.; and

WHEREAS, the Utility Enterprise constitutes an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution, and a “water activity enterprise” within the meaning of the Water Activity Enterprise Law, in that the Utility Enterprise is a government-owned business that is authorized to issue its own revenue bonds and receives less than 10% of annual revenue in grants from all Colorado state and local governments combined and is not authorized to levy any taxes in connection with the Water System or the City’s sewer system (collectively, the “Utility System”); and

WHEREAS, the City Council has also heretofore determined and hereby determines that it is in the best interests of the City and the residents thereof for the City to improve the Utility System through the installation of an elevated water storage tank, a new pump station, and associated pipelines (the “Capital Project”); and

WHEREAS, the City Council has heretofore determined and hereby determines that it is in the best interests of the City and the residents thereof for the City to undertake the Capital Project and to finance such Capital Project by entering into two loan agreements (the “2025 Authority Loan Agreements”) with the Colorado Water Resources and Power Development Authority (the “Authority”), consisting of one loan agreement for a leveraged loan, and one loan agreement for a base direct loan, a Bipartisan Infrastructure Law (BIL) direct loan, and a BIL principal forgiveness loan, in the maximum aggregate principal amount of \$20,000,000 (the “2025 Authority Loans”); and

WHEREAS, the 2025 Authority Loans shall be special, limited obligations of the Utility Enterprise payable solely from the net revenue derived from the operation of the Water System, on a parity basis with the Utility Enterprise outstanding 2017 Bonds, and its outstanding loans from the Colorado Water Conservation Board and the Authority; and

WHEREAS, the 2025 Authority Loans shall not constitute a debt, indebtedness or multiple fiscal year debt or other financial obligation of the City or the Utility Enterprise within

the meaning of any constitutional or statutory provision or limitation and shall not be considered or held to be general obligations of the City or the Utility Enterprise; and

WHEREAS, the 2025 Authority Loans shall be executed and delivered pursuant to the constitution and laws of the State, including, without limitation, Title 31, Article 35, Part 4, C.R.S., Title 11, Article 56, C.R.S., Title 11, Article 57, Part 1, C.R.S., Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Public Securities Act”), the Water Activity Enterprise Law and all other laws thereunto appertaining or enabling; and in accordance with the instruments authorizing the Outstanding Parity Obligations; and

WHEREAS, the 2025 Authority Loans are being executed and delivered by an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution, and thus are permitted to be executed and delivered without prior voter approval; and

WHEREAS, the City Council has determined to apply all of the provisions of the Supplemental Public Securities Act to the 2025 Authority Loans, including, without limitation, the delegation of authority to determine certain provisions of the 2025 Authority Loans and execute the 2025 Authority Loan Agreements; and

WHEREAS, none of the members of the City Council have any potential conflicting interests in connection with the authorization, execution and delivery of the 2025 Authority Loans or the use of the proceeds thereof; and

WHEREAS, the City Council desires to authorize the execution and delivery of the 2025 Authority Loans, the 2025 Authority Loan Agreements, the Capital Project and the execution and delivery of any and all documents in connection therewith;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, ACTING IN THE CAPACITY OF THE GOVERNING BODY OF THE CITY’S UTILITY ENTERPRISE:

Section 1. Definitions. As used in this Ordinance, the following capitalized terms shall have the respective meanings set forth below, unless the context indicates otherwise:

“2025 Authority Loan Agreements” means the two loan agreements to be entered into between the City and the Colorado Water Resources and Power Development Authority (the “Authority”), consisting of one loan agreement for a leveraged loan, and one loan agreement for a base direct loan, a Bipartisan Infrastructure Law (BIL) direct loan, and a BIL principal forgiveness loan.

“2025 Authority Loans” means the loans to be made by the Authority to the Utility Enterprise pursuant to the 2025 Authority Loan Agreements in an aggregate principal amount not to exceed \$20,000,000.

“Authority” means the Colorado Water Resources and Power Development Authority.

“Capital Project” means installing an elevated storage tank, a new pump station, and associated pipelines.

“City” means, as the context so requires, the City of Fort Lupton, Colorado, or the City of Fort Lupton, Colorado, acting by and through its Utility Enterprise.

“City Council” means, as the context so requires, the City Council of the City acting in the capacity as the governing body of the City or in the capacity as the governing body of the Utility Enterprise.

“Combined Average Annual Principal and Interest Requirements” means, with regard to the 2025 Authority Loans, the aggregate of all future payments of principal of and interest on the 2025 Authority Loans to become due from the date of computation to the date of maturity of the latest maturing 2025 Authority Loan, divided by the number of years between such dates.

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

“Enabling Laws” means, without limitation, Title 31, Article 35, Part 4, C.R.S., Title 11, Article 56, C.R.S., Title 11, Article 57, Part 1, C.R.S., the Supplemental Public Securities Act, the Water Activity Enterprise Law and all other laws thereunto appertaining or enabling.

“Federal Securities” means direct obligations of (including obligations issued or held in book entry form on the books of), or obligations the principal of and interest on which are guaranteed by, the United States of America, which obligations shall be non-callable and not subject to redemption at the option of the issuer thereof.

“Loan Certificate” means a certificate executed by the Loan Delegatee on or before the Issue Date, setting forth the matters to be determined pursuant to the Section of this Ordinance entitled “Delegation of Authority.”

“Loan Delegate” means the person or persons authorized to sign the Loan Certificate and the Bond Purchase Agreement pursuant to the Section of this Ordinance entitled “Delegation of Authority,” which shall be the Mayor, the City Administrator or the Director of Finance of the City.

“Ordinance” means this ordinance, which authorizes the execution and delivery of the 2025 Authority Loans and the 2025 Authority Loan Agreements, including any amendments or supplements hereto.

“State” means the State of Colorado.

“Supplemental Public Securities Act” means Title 11, Article 57, Part 2, C.R.S.

“Utility Enterprise” means the City’s Utility Enterprise.

“Water Activity Enterprise Law” means Article 45.1 of Title 37, C.R.S.

“Water System” means all of the water facilities and properties, now owned or hereafter acquired by the City, whether situated within or without the City boundaries, including all present or future improvements, extensions, enlargements, betterments, replacements, or additions thereof or thereto.

“Water System Gross Revenue” means all income and revenues directly or indirectly derived from the operation and use of the Water System, or any part thereof, including, without limitation, any rates, fees, plant investment fees, standby charges, availability fees, tolls and charges for the services furnished by, or the use of, the Water System, and all income attributable to any past or future dispositions of property or rights or related contracts, settlements or judgments held or obtained in connection with the Water System or its operations and including investment income accruing from moneys held to the credit of the Water Revenue Fund; provided, however, that there shall be excluded from Water System Gross Revenue any moneys borrowed and used for providing Water System Capital Improvements; any money and securities, and investment income therefrom, in any refunding fund, escrow account or similar account pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Water System Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the Water System, services rendered thereby, the availability of any such service or the disposal of any commodities therefrom.

“Water System Net Revenue” means the Water System Gross Revenue after deducting the Water System Operation and Maintenance Expenses.

“Water System Operation and Maintenance Expenses” means all reasonable and necessary current expenses, paid or accrued, for operating, maintaining and repairing the Water System, including, without limitation, legal and overhead expenses directly related to the administration of the Water System, insurance premiums, audits, charges of depository banks and paying agents, professional services, salaries and administrative expenses, labor and the cost of materials and supplies for current operation; provided, however, that Water System Operation and Maintenance Expenses shall not include any allowance for depreciation, payments in lieu of taxes or franchise fees, legal liabilities not based on contract, expenses incurred in connection with Water System Capital Improvements, payments due in connection with any bonds or other obligations issued or incurred to provide Water System Capital Improvements and charges for the accumulation of reserves.

Section 2. Authorization and Purpose of the 2025 Authority Loans.

(a) By virtue of and pursuant to the State constitution, the Enabling Laws and all other laws of the State thereunto appertaining or enabling, the City shall be authorized to enter into the 2025 Authority Loan Agreements and execute and deliver the 2025 Authority Loans for

the purpose of: (i) funding the Capital Project, which is hereby authorized; and (ii) paying issuance and other costs in connection with the 2025 Authority Loans.

(b) The City elects to apply all of the provisions of the Supplemental Public Securities Act to the 2025 Authority Loans.

Section 3. Delegation of Authority.

(a) **Delegation.** There is hereby delegated to each Loan Delegate, acting individually, for a period of one year following the effective date of this Ordinance: (i) the authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i), C.R.S., in connection with the 2025 Authority Loan Agreements and 2025 Authority Loans, and to execute a Loan Certificate setting forth such determinations, without any requirement that the City Council approve such determinations, subject to the parameters set forth in subsection (b) of this Section, and any other matters that, in the judgment of the Loan Delegate, are necessary or convenient to be set forth in the Loan Certificate, are authorized to be delegated by applicable law and are not inconsistent with this Ordinance; and (ii) the authority to execute the 2025 Authority Loan Agreements on behalf of the City.

(b) **Parameters.** The authority delegated to the Loan Delegate by this Section shall be subject to the following parameters:

(i) the aggregate principal amount of the 2025 Authority Loans shall not exceed \$20,000,000;

(ii) the 2025 Authority Loans shall mature not later than December 31, 2058;

(iii) the net effective interest rate of the 2025 Authority Loans shall not exceed 4.50%, which is the maximum net effective interest rate hereby authorized for the 2025 Authority Loans; and

(iv) the Combined Average Annual Principal and Interest Requirements for the 2025 Authority Loans shall not exceed \$1,000,000, and the total repayment amount for the 2025 Authority Loans shall not exceed \$28,000,000.

Section 4. Limited Obligations. The 2025 Authority Loan Agreements and the 2025 Authority Loans incurred thereunder shall constitute special, limited obligations of the City payable only from Water System Net Revenue. The 2025 Authority Loan Agreements and the 2025 Authority Loans incurred thereunder shall constitute irrevocable and nonexclusive first liens on the Water System Net Revenue, on a parity basis with the lien thereon of the outstanding parity obligations and any additional parity obligations. The Water System Net Revenue are hereby pledged to the payment of the 2025 Authority Loan Agreements and the 2025 Authority Loans incurred thereunder. The Authority may not look to any other fund or account of the City for the payment of the principal of, premium, if any, and interest on the 2025 Authority Loan Agreements or the 2025 Authority Loans incurred thereunder. The 2025 Authority Loan Agreements and the 2025 Authority Loans incurred thereunder shall not

constitute a debt or indebtedness or a multiple fiscal year debt or other financial obligation of the City within the meaning of any constitutional or statutory provision or limitation, nor shall the 2025 Authority Loan Agreements or the 2025 Authority Loans incurred thereunder be considered or held to be general obligations of the City.

Section 5. Defeasance. When all principal, premium, if any, and interest in connection with any 2025 Authority Loan has been duly paid, the pledge and lien and all obligations of the City hereunder with respect to such 2025 Authority Loan shall thereby be discharged and such 2025 Authority Loan shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow and in trust with a commercial bank exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may be initially invested) to meet all requirements of principal, premium, if any, and interest on such 2025 Authority Loan as the same become due to its final maturity or upon a designated prior redemption date. The Federal Securities shall not be subject to redemption or prepayment at the option of the issuer thereof, and shall become due at or prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and such bank at the time of the creation of the escrow, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. The sufficiency of any such escrow funded with Federal Securities shall be determined by a certified public accountant.

Section 6. Authorization to Execute Documents. The Mayor, the City Clerk and all other appropriate officers of the City Council and the City shall, and they are hereby authorized and directed to, take all actions necessary or appropriate to effectuate the provisions of this Ordinance, including, but not limited to, the execution of the 2025 Authority Loan Agreements, and all other documents and certificates necessary or desirable to effectuate the issuance or administration of and security for the 2025 Authority Loans, the investment of proceeds of the 2025 Authority Loans and the transactions contemplated hereby. The execution by the Loan Delegate of any document authorized herein shall be conclusive proof of the approval by the City of the terms thereof.

The Loan Delegate is hereby authorized to execute the 2025 Authority Loan Agreements on behalf of the City subject to the limitations of the Section of this Ordinance entitled "Delegation of Authority."

Section 7. City Representative. Pursuant to Exhibit B of the 2025 Authority Loan Agreements, the Mayor, the City Administrator, and the Finance Director are hereby designated as the Authorized Officers (as defined in the 2025 Authority Loan Agreements) for the purpose of performing any act or executing any document relating to the Loan, the City, or the Financing Documents. A copy of this Ordinance shall be furnished to the Authority as evidence of such designation.

Section 8. Costs and Expenses. All costs and expenses incurred in connection with the 2025 Authority Loan Agreements and the 2025 Authority Loans incurred thereunder shall be paid either from the proceeds of the 2025 Authority Loans or from legally available moneys of the City, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

Section 9. Pledge of Revenue. The creation, perfection, enforcement and priority of the pledge of revenues to secure or pay the 2025 Authority Loans provided herein shall be governed by Section 11-57-208, C.R.S., and this Ordinance. The amounts pledged to the payment of the 2025 Authority Loans shall immediately be subject to the lien of such pledge without any physical delivery, filing or further act. The lien of such pledge and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the City, except as may be otherwise provided in the Supplemental Public Securities Act, in this Ordinance or in any other instrument, and shall be subject to any prior pledges and liens. The lien of such pledge shall be valid, binding and enforceable as against all persons having claims of any kind in tort, contract or otherwise against the City irrespective of whether such persons have notice of such liens.

Section 10. No Recourse Against Officers and Agents. Pursuant to Section 11-57-209, C.R.S., if a member of the City Council, or any officer or agent of the City, acts in good faith, no civil recourse shall be available against such member, officer or agent for payment of the principal or interest on the 2025 Authority Loans. Such recourse shall not be available either directly or indirectly through the City Council, the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty or otherwise. By the acceptance of the 2025 Authority Loans the Authority specifically waives any such recourse.

Section 11. Limitation of Actions. Pursuant to Section 11-57-212, C.R.S., no legal or equitable action with respect to any legislative acts or proceedings in connection with the authorization or execution and delivery of the 2025 Authority Loan Agreements and the 2025 Authority Loans thereunder shall be commenced more than 30 days after the authorization of the 2025 Authority Loan Agreements and the 2025 Authority Loans thereunder.

Section 12. Headings. The headings to the various sections and subsections to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance and shall not be used in any manner to interpret this Ordinance.

Section 13. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if

any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 14. Repealer. All ordinances, resolutions, codes, rules, orders and other actions, or parts thereof, which are inconsistent with or in conflict with this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

Section 15. Ratification and Approval of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance or the Enabling Laws) by the City Council or by the officers and employees of the City directed toward the execution and delivery of the 2025 Authority Loan Agreements and the 2025 Authority Loans thereunder for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 16. Emergency Declaration. Because it is necessary to the successful completion of the Capital Project that the City be prepared to proceed as soon as the Authority is ready to close on the 2025 Authority Loans, the City Council hereby finds and declares that an emergency exists and that passage of this Ordinance at this time is necessary to the immediate preservation of the public health and safety and shall become effective immediately upon passage by the affirmative vote of 3/4 of the members of the City Council.

[Remainder of page intentionally left blank]

INTRODUCED, READ AND ADOPTED ON FIRST READING AS AN EMERGENCY ORDINANCE AND ORDERED PUBLISHED this 15th day of April, 2025.

Published in: Fort Lupton Press

Publication date: April __, 2025

FINALLY ADOPTED ON SECOND READING AS AN EMERGENCY ORDINANCE AND ORDERED PUBLISHED BY TITLE, this 6th day of May, 2025.

Published in: Fort Lupton Press

Publication date: May __, 2025

[CITY SEAL]

By _____
Mayor

Attest:

By _____
City Clerk

APPROVED AS TO FORM:

City Attorney