



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, September 2, 2025
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

- a. September 2, 2025 Accounts Payable

Proclamation

- a. Suicide Awareness and Prevention Month Proclamation

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. August 19, 2025 City Council Meeting Minutes
- b. Second Reading of Ordinance 2025-1188 Approving the Submission of a Ballot Issue to the Registered Voters Voting in the Coordinated Election to be Held November 4, 2025, a Ballot Issue Pertaining to the Continuance of the Water Sales Tax of 1% for Water Acquisition and Improvement Fund, Declaring an Emergency and Setting the Title and Content of the Ballot for the Election
- c. AM 2025-112 Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Youth Advisory Committee for a Term Beginning August 1, 2025 and Ending August 31, 2026
- d. AM 2025-113 Approve Purchase Order with Badger Meter for New Water Meters and Endpoints for an Amount Not to Exceed \$100,000.00 from 2025 Utility Fund - Water Line Repairs Replacement Meters

Action Memorandum

- a. AM 2025-114 Award the County Road 18 Mill & Overlay Project to Top-Notch Pavement Solutions LLC for an Amount Not to Exceed \$151,158.30, Allocated from the Street Sales Tax Fund
- b. AM 2025-115 Authorize the Mayor to Execute an Agreement for the Purchase of Windy Gap Units from Platte River Power Authority for \$9,700,000.04, Allocated from the Utility Fund's Cash in Lieu Funds and from the Water Sales Tax Fund

Information Memorandum

- a. IM 2025-014 Submission of the Participation and Release Form in the New National Opioids Settlement with Secondary Manufacturers

Staff Reports

Mayor/Council Reports

Future City Events

- a. September 3, 2025 - Coffee with a Cop, Recreation Center 203 S. Harrison Ave., 8:00 a.m.
September 5, 2025 - Tomato Festival Street Dance, 4th & Denver Ave., 6:00 p.m. - 8:00 p.m.
September 6, 2025 - Tomato Festival Pancake Breakfast, Parade, and City Tour and Activities, 7:00 a.m. - 3:00 p.m.
September 11, 2025 - Transportation Plan Public Meeting, City Council Chambers, 130 S. McKinley Ave., 6:00 p.m.
September 18, 2025 - Senior / Disabled Residents Fall Clean-up Curbside Pick-Up
September 20, 2025 - Fall Clean-up Day, 800 12th Street, 8:00 a.m. - 12:00 p.m.

Upcoming Meetings

- a. September 9, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 16, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 30, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 7, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 08/20/2025 - 09/02/2025

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: New Main Operating-New Main Operating						
003612	JOHNSON MARK LLC	08/22/2025	Regular	0.00	450.34	108472
INV0001815	Invoice	08/22/2025	Brian Oswalt-Case #2024C042153	0.00	450.34	
001732	NELSON & KENNARD, ATTORNEYS AT LAW	08/22/2025	Regular	0.00	301.98	108473
INV0001816	Invoice	08/22/2025	MARIA MUNOZ - CASE #2024C030381	0.00	301.98	
003901	PROFESSIONAL FINANCE CO	08/22/2025	Regular	0.00	385.23	108474
INV0001817	Invoice	08/22/2025	Keith Jackel - Case #2025C031349	0.00	385.23	
000028	ACUSHNET COMPANY	08/26/2025	Regular	0.00	1,761.10	108475
921179734	Invoice	08/07/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,761.10	
002254	ADIDAS AMERICA INC	08/26/2025	Regular	0.00	104.10	108476
6163801578	Invoice	08/01/2025	REC-JACKETS-REC CENTER	0.00	104.10	
000040	AFLAC	08/26/2025	Regular	0.00	2,097.90	108477
028538	Invoice	08/12/2025	GF-SUPPLEMENTAL INS FOR AUGUST 2025...	0.00	2,097.90	
003909	AMBER ALCARAZ	08/26/2025	Regular	0.00	200.00	108478
CIT#140537-1	Invoice	08/18/2025	GF-RESTITUTION FOR CIT#140537-1-	0.00	200.00	
002941	AMERITAS LIFE INSURANCE CORP	08/26/2025	Regular	0.00	9,174.12	108479
010-57637-01 D...	Invoice	09/01/2025	GF-DENTAL INS FOR SEPTEMBER 2025-HR	0.00	8,201.12	
010-57637-02 VIS...	Invoice	09/01/2025	GF-VISION INS FOR SEPTEMBER 2025-HR	0.00	973.00	
000108	AUSMUS LAW FIRM PC	08/26/2025	Regular	0.00	1,200.00	108480
9587	Invoice	08/01/2025	GF-PROSECUTION SERVICES-COURT	0.00	1,200.00	
003882	B&M ROOFING OF COLORADO LLC	08/26/2025	Regular	0.00	17,920.00	108481
252034-1	Invoice	08/07/2025	Rec Center Roof Repairs	0.00	17,920.00	
003870	BEE SMART PEST CONTROL	08/26/2025	Regular	0.00	955.00	108482
14246	Invoice	08/21/2025	GF- PEST CONTROL- FAC	0.00	255.00	
14250	Invoice	08/21/2025	GF- PEST CONTROL- FAC	0.00	275.00	
14256	Invoice	08/21/2025	GF- FACILITIES PEST CONTROL- FAC	0.00	255.00	
14259	Invoice	08/21/2025	GF- PEST CONTROL- FAC	0.00	170.00	
003766	BIG WILLY MEAT COMPANY	08/26/2025	Regular	0.00	189.70	108483
0000761	Invoice	08/12/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	189.70	
000175	BSN SPORTS LLC	08/26/2025	Regular	0.00	657.60	108484
930477119	Invoice	08/06/2025	CPR-BASEBALL & BELTS-ATHL	0.00	657.60	
000183	CALLAWAY GOLF SALES COMPANY	08/26/2025	Regular	0.00	1,649.40	108485
940986419	Invoice	08/11/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	766.90	
941014248	Invoice	08/14/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	882.50	
000182	CEM SALES & SERVICE INC	08/26/2025	Regular	0.00	445.00	108486
12501483	Invoice	08/18/2025	GF-SPA PUMP REPAIR FOR LEAK-FAC	0.00	445.00	
003911	CHRISTINA SICKLER	08/26/2025	Regular	0.00	111.66	108487
082025	Invoice	08/20/2025	CEM- PAYMENT FOR FLOWERS SICKLER H...	0.00	111.66	
001506	CHRISTOPHER CROSS	08/26/2025	Regular	0.00	148.19	108488
081425	Invoice	08/14/2025	REC-PETTY CASH REIMBURSEMENT	0.00	148.19	
000239	CITY OF FORT LUPTON	08/26/2025	Regular	0.00	50.00	108489
CIT#133524-1A	Invoice	08/18/2025	GF-RESTITUTION PAYMENT FOR CIT #1335...	0.00	50.00	

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	
002651	COLORADO COMMUNITY MEDIA	08/26/2025	Regular	0.00	76.60	108490
140566	Invoice	08/14/2025	GF-LEGAL/PUBLIC NOTICES-CITY CL	0.00	76.60	
003740	COLORADO PORTABLES LLC	08/26/2025	Regular	0.00	320.00	108491
135997	Invoice	08/14/2025	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	200.00	
135998	Invoice	08/21/2025	GF- PORTA POTTY- PARKS	0.00	120.00	
003904	DIANA LOERA HOLGUIN	08/26/2025	Regular	0.00	90.00	108492
2007836.001	Invoice	08/14/2025	REC-FEFUND FOR FALL BASEBALL-	0.00	90.00	
000397	DOUG COOK	08/26/2025	Regular	0.00	1,079.70	108493
081525	Invoice	08/15/2025	GF-REIMBURSE FOR AMAZON ORDER PUR...	0.00	1,079.70	
003559	DRAKE DUO PRINTS LTD	08/26/2025	Regular	0.00	493.10	108494
1288	Invoice	08/13/2025	REC-STAFF SHIRT/BC/FBF-REC CENTER	0.00	493.10	
003906	ELLEN STOCKTON	08/26/2025	Regular	0.00	270.00	108495
2007833.001	Invoice	08/14/2025	GF-REFUND FOR FALL BASEBALL-	0.00	270.00	
003631	EVERON, LLC	08/26/2025	Regular	0.00	171.97	108496
50576495 AUG2...	Invoice	08/21/2025	REC/GF- ALARM/SECURITY-REC/ PARKS	0.00	171.97	
000526	GERARDO CONCRETE	08/26/2025	Regular	0.00	47,391.00	108497
08202025	Invoice	08/20/2025	CTF-RR Park Pickle Ball Court	0.00	47,391.00	
002143	GREEN CO2 SYSTEMS	08/26/2025	Regular	0.00	660.42	108498
00384413	Invoice	08/01/2025	REC-BULK CO2 JULY 2025-REC CENTER	0.00	155.11	
00384572	Invoice	08/01/2025	REC-CO2-REC CENTER	0.00	175.00	
02103771	Invoice	08/01/2025	REC-CYLINDER LEASE AUGUST 2025-REC C...	0.00	330.31	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI	08/26/2025	Regular	0.00	135.00	108499
24	Invoice	08/21/2025	REC- MONTHLY NURSE FEE-REC	0.00	135.00	
000567	HIGH COUNTRY BEVERAGE CORP	08/26/2025	Regular	0.00	1,165.75	108500
W-7174270	Invoice	08/18/2025	GOLF-BEVERAGES-PRO SHOP	0.00	1,165.75	
000616	J & T CONSULTING INC	08/26/2025	Regular	0.00	5,058.30	108501
3192	Invoice	08/12/2025	UF/WST-WATER ENGINEERING-UF/WST	0.00	5,058.30	
003908	JAVIER ANTUNEZ	08/26/2025	Regular	0.00	70.00	108502
2007831.001	Invoice	08/14/2025	REC-REFUND FOR VOLLEYBALL-	0.00	70.00	
002860	LAWSON PRODUCTS	08/26/2025	Regular	0.00	131.53	108503
9312666763	Invoice	08/01/2025	GF-NITRILE GLOVES-PW SHOP	0.00	131.53	
001913	LUXOTTICA OF AMERICA, INC	08/26/2025	Regular	0.00	118.15	108504
6922461092	Invoice	08/07/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	118.15	
001799	MAC EQUIPMENT INC	08/26/2025	Regular	0.00	356.88	108505
522441	Invoice	08/05/2025	GF-SUPPLIES/PARTS-PARKS	0.00	356.88	
001927	MAKAR PALISSA	08/26/2025	Regular	0.00	68.00	108506
081825	Invoice	08/18/2025	GF-REIMBURSE FOR USE OF PERSONAL CC...	0.00	68.00	
003373	MARK FRANZEN	08/26/2025	Regular	0.00	700.00	108507
081925	Invoice	08/21/2025	REC- DJ FOR 5K-REC	0.00	300.00	
082125	Invoice	08/21/2025	CPR- JULY 4TH DJ-CPR	0.00	400.00	
003276	MATTHEW KNIGHT	08/26/2025	Regular	0.00	110.60	108508
081225	Invoice	08/12/2025	GF-TRAVEL REIMBURSEMENT FOR CONFE...	0.00	110.60	
000807	MORNING STAR ELEVATOR LLC	08/26/2025	Regular	0.00	1,096.40	108509
8269	Invoice	08/21/2025	CPR-ELEVATOR REPAIR-CPR	0.00	1,096.40	
000865	OFFICE DEPOT	08/26/2025	Regular	0.00	127.30	108510
431751908001	Invoice	08/08/2025	GF-TAPE, BATTERIES-CITY ADMIN	0.00	50.90	

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432001847001	Invoice	08/08/2025	GF-PSBD COVER-ENG	0.00	76.40	
003907	PABLO LOYA	08/26/2025	Regular	0.00	90.00	108511
2007832.001	Invoice	08/14/2025	REC-REFUND FOR BASEBALL-	0.00	90.00	
003903	REVO SUNGLASSES	08/26/2025	Regular	0.00	2,696.04	108512
INV767555	Invoice	08/08/2025	GF-SUNGLASSES-PRO SHOP	0.00	2,696.04	
001529	ROCKY MOUNTAIN PUMP & CONTROLS LLC	08/26/2025	Regular	0.00	4,990.00	108513
4448	Invoice	08/07/2025	GOLF-GENERAL PARTS-MAINT	0.00	4,990.00	
003280	RONALD DYLAN BEVERLY	08/26/2025	Regular	0.00	192.25	108514
080825	Invoice	08/08/2025	GF-RE-ISSUE PR CHECK #4683, 10/06/25-	0.00	192.25	
003910	SORAYA N MARQUEZ	08/26/2025	Regular	0.00	133.21	108515
080825	Invoice	08/08/2025	GF-RE-ISSUE PR CHECK #4946, 03/22/24	0.00	133.21	
001052	SWIRE COCA-COLA, USA	08/26/2025	Regular	0.00	409.35	108516
48417123022	Invoice	08/15/2025	GOLF-PRE PACKAGED GOODS -PRO SHOP	0.00	409.35	
002967	SYNERGETIC STAFFING LLC	08/26/2025	Regular	0.00	1,431.02	108517
21012202	Invoice	08/20/2025	GF- TEMP WAGES 08/11-08/15 2025- FIN	0.00	1,431.02	
003905	TAMMY DOLAN	08/26/2025	Regular	0.00	90.00	108518
2007834.001	Invoice	08/14/2025	REC-REFUND FOR BASEBALL-	0.00	90.00	
001104	TOSHIBA BUSINESS SOLUTIONS	08/26/2025	Regular	0.00	343.80	108519
2344832	Invoice	08/21/2025	GF- #36 COLOR BOND 1 ROLL- PLANNING	0.00	343.80	
001115	TRAVIS MATTHEW,LLC	08/26/2025	Regular	0.00	1,537.29	108520
92986070	Invoice	08/08/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,073.79	
92986071	Invoice	08/08/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	463.50	
001120	TRUDILIGENCE LLC	08/26/2025	Regular	0.00	562.55	108521
67318	Invoice	08/01/2025	GF-BACKGROUND CHECKS-HR	0.00	562.55	
001137	UNITED POWER	08/26/2025	Regular	0.00	316.18	108522
10213507 AUG25	Invoice	08/15/2025	GF-AUGUST 2025 ELECTRIC SERVICE (1200...	0.00	316.18	
001207	WESTERN DISTRIBUTING INC	08/26/2025	Regular	0.00	138.36	108523
858000	Invoice	08/15/2025	GOLF-BEVERGES-PRO SHOP	0.00	138.36	
002167	A-1 CHIPSEAL COMPANY	09/02/2025	Regular	0.00	130,615.56	108524
14804-02	Invoice	08/20/2025	GF-2025 CHIP SEAL/SLURRY SEAL PROJECT...	0.00	130,615.56	
000031	ADAMSON POLICE PRODUCTS	09/02/2025	Regular	0.00	53.95	108525
INV438776	Invoice	08/11/2025	GF-UNIFORMS FOR MIRAGLIA-PD	0.00	53.95	
002254	ADIDAS AMERICA INC	09/02/2025	Regular	0.00	22.20	108526
6163995544	Invoice	08/22/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	22.20	
000044	AGFINITY INC	09/02/2025	Regular	0.00	375.00	108527
H86422-1	Invoice	08/01/2025	GF-CHEMICALS-STREETS	0.00	375.00	
003909	AMBER ALCARAZ	09/02/2025	Regular	0.00	412.35	108528
CIT#140537	Invoice	08/21/2025	GF-CITATION #140537, VICTIM COMP-CO...	0.00	412.35	
000160	BREAKTHRU BEVERAGE COLORADO	09/02/2025	Regular	0.00	917.04	108529
122966382	Invoice	08/21/2025	GOLF-BEVERAGES-PRO SHOP	0.00	749.04	
122966383	Invoice	08/21/2025	GOLF-BEVERAGES-PRO SHOP	0.00	168.00	
000175	BSN SPORTS LLC	09/02/2025	Regular	0.00	638.75	108530
930589993	Invoice	08/14/2025	CPR-BASEBALL PANTS-ATHL	0.00	638.75	
003478	BUFFALO REFRIGERATION	09/02/2025	Regular	0.00	6,263.50	108531
1360	Invoice	08/19/2025	GOLF-SERVICES FOR REACH IN REFRIGERA...	0.00	6,263.50	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000215	CHALLENGER TEAMWEAR	09/02/2025	Regular	0.00	992.77	108532
1297809-IN	Invoice	08/21/2025	CPR-VOLLEYBALL JERSEYS-AHTL	0.00	992.77	
001506	CHRISTOPHER CROSS	09/02/2025	Regular	0.00	244.89	108533
082625	Invoice	08/26/2025	GF-PETTY CASH REIMBURSEMENT-FIN	0.00	244.89	
000267	COLONIAL LIFE	09/02/2025	Regular	0.00	105.96	108534
78168200901852	Invoice	09/01/2025	GF-SUPPLEMENTAL INS FOR SEPT 20205-HR	0.00	105.96	
000306	COMCAST BUSINESS	09/02/2025	Regular	0.00	2,672.10	108535
248762286	Invoice	08/01/2025	Comcast Phones	0.00	2,672.10	
000307	COMCAST CABLE COMM, LLC	09/02/2025	Regular	0.00	232.89	108536
0120790 AUG25	Invoice	08/06/2025	GOLF-AUGUST 2025 INTERNET SERV-PRO ...	0.00	232.89	
000307	COMCAST CABLE COMM, LLC	09/02/2025	Regular	0.00	48.40	108537
0025494 SEPT25	Invoice	09/01/2025	GOLF-SEPTEMBER 2025 CABLE SERVICE-P...	0.00	48.40	
000307	COMCAST CABLE COMM, LLC	09/02/2025	Regular	0.00	247.85	108538
0215335 SEPT25	Invoice	09/01/2025	GF-INTERNET SERVE FOR SEPT 2025 (VET ...	0.00	247.85	
000307	COMCAST CABLE COMM, LLC	09/02/2025	Regular	0.00	220.05	108539
0164533 SEPT25	Invoice	09/01/2025	GF-INTERNET SERV FOR SEPT 2025-PW SH...	0.00	220.05	
000307	COMCAST CABLE COMM, LLC	09/02/2025	Regular	0.00	281.40	108540
0117309 AUG25	Invoice	08/14/2025	REC-CABLE/MUSIC FOR AUGUST 2025-REC...	0.00	281.40	
003559	DRAKE DUO PRINTS LTD	09/02/2025	Regular	0.00	259.50	108541
1287	Invoice	08/13/2025	REC-SHIRTS-REC CENTER	0.00	259.50	
000246	DUNLOP SPORTS AMERICAS/SRIXON/CLEAVLAN	09/02/2025	Regular	0.00	820.15	108542
8240218 SZ	Invoice	08/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	820.15	
003812	FREEDOM FUEL COLORADO LLC	09/02/2025	Regular	0.00	87.32	108543
0000170-IN	Invoice	08/01/2025	GF-FUEL-STREETS	0.00	87.32	
000567	HIGH COUNTRY BEVERAGE CORP	09/02/2025	Regular	0.00	1,187.35	108544
W-7179677	Invoice	08/25/2025	GOLF-BEVERAGES-PRO SHOP	0.00	1,187.35	
003120	HUDSON LOCKERS, INC	09/02/2025	Regular	0.00	165.00	108545
553	Invoice	08/26/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	165.00	
000640	JEANELLE ANDERSEN	09/02/2025	Regular	0.00	133.84	108546
082225	Invoice	08/22/2025	GF-MILEAGE REIMBURSEMENT FOR CAM...	0.00	133.84	
003187	JOE JOHNSON EQUIPMENT LLC	09/02/2025	Regular	0.00	1,486.01	108547
004172	Invoice	08/18/2025	GF-PARTS/SUPPLIES-STREETS	0.00	2,160.52	
P03389	Credit Memo	06/01/2025	GF-PART RETURNED-SHOP	0.00	-674.51	
000655	JOHN DEERE FINANCIAL	09/02/2025	Regular	0.00	655.77	108548
76236 AUG25	Invoice	08/16/2025	GF-PARTS/SUPPLIES-PARKS	0.00	655.77	
003912	LAW FIRM FOR TRUCK SAFETY, LLP	09/02/2025	Regular	0.00	4.00	108549
082625	Invoice	08/26/2025	GF-REFUND FOR OVERPAYMENT FOR REC...	0.00	4.00	
000716	LEONARD B. MEDOFF, Ph.D.	09/02/2025	Regular	0.00	850.00	108550
080925	Invoice	08/09/2025	GF-PRE EMPLOYMENT PSYCH EXAMS-PD	0.00	850.00	
000735	LL JOHNSON DISTRIBUTING	09/02/2025	Regular	0.00	3,564.97	108551
1167131-00	Invoice	08/05/2025	GOLF-PARTS/SUPPLIES-MAINT	0.00	2,904.64	
1960575-00	Invoice	08/05/2025	GOLF-CONTROL CABLE-MAINT	0.00	349.16	
1960846-00	Invoice	08/07/2025	GOLF-BUMPER HEAD, RUBBER-MAINT	0.00	311.17	
003913	MARTIN JIMENEZ JR	09/02/2025	Regular	0.00	65.00	108552
2007845.001	Invoice	08/22/2025	REC-REFUND FOR SHELTER-	0.00	65.00	
003915	MORGAN WAGNER	09/02/2025	Regular	0.00	362.90	108553

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080825	Invoice	08/08/2025	GF-RE-ISSUE UNCASHED PR CHECK #4890-	0.00	362.90	
003430	O'CONNOR, INC.	09/02/2025	Regular	0.00	1,582.92	108554
88902	Invoice	08/19/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	939.43	
88915	Invoice	08/20/2025	GOLF-UNIFORMS-PRO SHOP	0.00	643.49	
000865	OFFICE DEPOT	09/02/2025	Regular	0.00	152.81	108555
431754488001	Invoice	08/08/2025	GF-FILES-ENG	0.00	60.68	
43363538001	Invoice	08/08/2025	GOLF-COPY PAPER-PRO SHOP	0.00	48.55	
433639469001	Invoice	08/08/2025	GOLF-LABELS/HIGHLIGHTERS-PRO SHOP	0.00	43.58	
003213	OLD TOWN PEST CONTROL	09/02/2025	Regular	0.00	600.00	108556
12641	Invoice	08/22/2025	GF-PEST CONTROL-SHOP	0.00	600.00	
003253	POMP'S TIRE SERVICE, INC.	09/02/2025	Regular	0.00	3,512.50	108557
1890070228	Invoice	08/25/2025	GF-VEHICLE MAINTENANCE-STREETS	0.00	3,512.50	
002493	QUADIENT LEASING USA INC	09/02/2025	Regular	0.00	380.46	108558
Q1978582	Invoice	08/14/2025	GF-QUARTERLY LEASE SEPT 15-DEC 14, 20...	0.00	380.46	
002842	ROCKY MOUNTAIN MARKETING CONSULTANTS	09/02/2025	Regular	0.00	336.00	108559
082525	Invoice	08/25/2025	GOLF-MARKETING SERVICES-PRO SHOP	0.00	336.00	
000991	SCNS SPORTS FOODS INC	09/02/2025	Regular	0.00	94.40	108560
233193	Invoice	08/18/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	94.40	
003498	SEKICH ELECTRIC LLC	09/02/2025	Regular	0.00	612.50	108561
009	Invoice	08/19/2025	REC-REPAIRS TO WALK TRACK LIGHTING-R...	0.00	437.50	
010	Invoice	08/19/2025	REC-REPAIRS TO POOL PUMP MOTOR-REC...	0.00	175.00	
001022	SOUTHERN GLAZER'S OF CO	09/02/2025	Regular	0.00	335.93	108562
3828955	Invoice	08/20/2025	GOLF-BEVERAGES-PRO SHOP	0.00	335.93	
001052	SWIRE COCA-COLA, USA	09/02/2025	Regular	0.00	1,011.25	108563
48526880010	Invoice	08/22/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	1,011.25	
002694	SYMMETRY ENERGY SOLUTIONS LLC	09/02/2025	Regular	0.00	2,048.94	108564
20564284	Invoice	08/22/2025	REC-NATURAL GAS SERVICE FOR JULY 202...	0.00	2,048.94	
002967	SYNERGETIC STAFFING LLC	09/02/2025	Regular	0.00	1,388.75	108565
21012209	Invoice	08/25/2025	GF-TEMP WAGES FOR AUGUST 18-22, 202...	0.00	1,388.75	
001064	TAYLORMADE GOLF COMPANY INC	09/02/2025	Regular	0.00	282.50	108566
38562142	Invoice	08/21/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	282.50	
001075	THE CONSOLIDATED MUTUAL	09/02/2025	Regular	0.00	179.67	108567
081525A	Invoice	08/15/2025	UF-JULY 2025 PERRY PIT DISCHARGE PUM...	0.00	85.69	
081525B	Invoice	08/15/2025	UF-JULY25 WELL PUMP B-W STOR	0.00	60.24	
081525C	Invoice	08/15/2025	UF-JULY 25 WELL PUMP C-W STOR	0.00	33.74	
003861	TOP-NOTCH PAVEMENT SOLUTIONS LLC	09/02/2025	Regular	0.00	97,254.95	108568
2034	Invoice	08/26/2025	SST-ASPHALT PAVING/ SIDEWALK PROJEC...	0.00	97,254.95	
001105	TOSHIBA FINANCIAL SERVICES	09/02/2025	Regular	0.00	470.64	108569
562613372	Invoice	08/21/2025	GOLF-TOSHIBA COPIER LEASE-PRO SHOP	0.00	470.64	
001174	WAGNER EQUIPMENT CO.	09/02/2025	Regular	0.00	316.74	108570
P00C2833358	Invoice	08/16/2025	GF-PARTS/SUPPLIES-STREETS	0.00	316.74	
001207	WESTERN DISTRIBUTING INC	09/02/2025	Regular	0.00	172.80	108571
858870	Invoice	08/22/2025	GOLF-BEVERAGES-PRO SHOP	0.00	172.80	
003133	WS BARRICADE	09/02/2025	Regular	0.00	1,960.00	108572
00140294-1	Invoice	08/22/2025	CPR-BARRICADES FOR TRAPPER'S DAY-EV...	0.00	1,960.00	
003715	WYOMING BEARING & SUPPLY LLC	09/02/2025	Regular	0.00	261.10	108573

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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	
7022399	Invoice	08/19/2025	GF-PARTS/SUPPLIES-STREETS	0.00	261.10	
001224	XCEL ENERGY-GAS	09/02/2025	Regular	0.00	285.41	108574
94433136	Invoice	08/01/2025	Xcel Gas Bill- Account 53-2035238-1	0.00	285.41	
001224	XCEL ENERGY-GAS	09/02/2025	Regular	0.00	164.39	108575
940863046	Invoice	08/19/2025	GOLF-AUGUST 2025 GAS SERVICE-PRO SH...	0.00	164.39	
001293	AMAZON.COM	08/26/2025	EFT	0.00	11,140.88	9100166
133W-KCC9-NFFQ	Invoice	08/05/2025	GF-GENERAL SUPPLIES/WELLNESS BENEFI...	0.00	5,821.07	
144D-7CRH-GHYT	Invoice	08/05/2025	GF-OFFICE SUPPLIES-FIN	0.00	514.10	
146G-D3J7-MGMT	Invoice	08/05/2025	GOLF-FOOD, SUPPLIES, PARTS-PRO SHOP...	0.00	1,939.97	
1FND-67FR-MXL1	Invoice	08/05/2025	GF-SUPPLIES-PLANNING	0.00	236.98	
1JNX-46XV-L7X7	Invoice	08/05/2025	GF-SUPPLIES-STREETS/PW SHOP	0.00	610.49	
1MLN-XHG1-MV...	Invoice	08/05/2025	Amazon - C13 to C14 Power Cords (3)	0.00	46.03	
1N1R-DNTC-MW...	Invoice	08/05/2025	GF-SUPPLIES-FAC	0.00	1,972.24	
003524	BEST CLEANER DISPOSAL	08/26/2025	EFT	0.00	1,087.00	9100167
23405	Invoice	08/21/2025	GOLF- 222 CLUBHOUSE DR SEP TRASH SVC...	0.00	164.00	
23406	Invoice	08/21/2025	CEM- 13750 WCR 12 SEP TRASH SVC- CEM	0.00	72.00	
23407	Invoice	08/21/2025	GF- 1025 1ST ST SEP TRASH SVC-CODE	0.00	40.00	
23408	Invoice	08/21/2025	GOLF- 465 COLLEGE AVE SEP TRASH SVC- ...	0.00	135.00	
23409	Invoice	08/21/2025	GF- 205 S HARRISON AVE SEP TRASH SVC- ...	0.00	72.00	
23410	Invoice	08/21/2025	GF- 800 12TH ST SEP TRASH SVC- PW SHOP	0.00	129.00	
23411	Invoice	08/21/2025	CPR- 203 S HARRISON AVE SEP TRASH SVC-..	0.00	85.00	
23412	Invoice	08/21/2025	GF- CITY HALL 3YD & 2YD SEP TRASH SVC-...	0.00	135.00	
23413	Invoice	08/21/2025	GF- 0 HWY 52 JULY TRASH SVC- PARKS	0.00	85.00	
23414	Invoice	08/21/2025	GF- 0 HWY 52 AUG TRASH SVC- PARKS	0.00	85.00	
23415	Invoice	08/21/2025	GF- 0 HWY 52 SEP TRASH SVC- PARKS	0.00	85.00	
002853	BUCKEYE CLEANING CENTER	08/26/2025	EFT	0.00	4,587.69	9100168
90691157	Invoice	08/01/2025	CPR-JANITORIAL SUPPLIES-COMM CENTER	0.00	793.71	
90693401	Invoice	08/14/2025	CPR-JANITORIAL SUPPLIES-COMM CENTER	0.00	1,488.00	
90693404	Invoice	08/14/2025	GFJANITORIAL SUPPLIES-FAC	0.00	944.73	
90693405	Invoice	08/14/2025	GOLF-GENERAL SUPPLIES-PRO SHOP	0.00	1,167.75	
90693876	Invoice	08/21/2025	REC- CLEANING SUPPLIES-REC	0.00	193.50	
002122	BURNS & MCDONNELL ENGINEERING CO INC	08/26/2025	EFT	0.00	50,644.43	9100169
169164-16	Invoice	08/20/2025	UF-LIFT STATION/FORCE MAIN PROJECT R...	0.00	50,644.43	
002723	EAGLE ROCK COMPANY OF COLO	08/26/2025	EFT	0.00	578.04	9100170
14285676	Invoice	08/18/2025	GOLF-BEVERAGES-PRO SHOP	0.00	162.24	
14285677	Invoice	08/18/2025	GOLF-BEVERAGES-PRO SHOP	0.00	415.80	
000909	FERGUSON ENTERPRISES, LLC	08/26/2025	EFT	0.00	17,625.00	9100171
1591067	Invoice	08/04/2025	2" meters	0.00	17,625.00	
000691	KONE INC	08/26/2025	EFT	0.00	140.80	9100172
871759684	Invoice	08/01/2025	REC-ELEVATOR MAINTENANCE-REC CENT...	0.00	140.80	
000783	MEANDERING WITH MARY	08/26/2025	EFT	0.00	325.00	9100173
081325	Invoice	08/21/2025	CPR- AUGUST CASINO TRIP-CPR	0.00	325.00	
003563	MUNICIPAL TREATMENT EQUIPMENT	08/26/2025	EFT	0.00	11,051.70	9100174
006199	Invoice	08/20/2025	WTP-Hudson pumps	0.00	11,051.70	
000855	NORTHERN COLO CONSTRUCTORS	08/26/2025	EFT	0.00	119,538.15	9100175
14CO	Invoice	08/01/2025	UF- CO#1 Water Meter Replacement- Wat...	0.00	104,573.75	
5	Invoice	08/01/2025	UF- CO#1 Water Meter Replacement- Wat...	0.00	14,964.40	
000869	OPERATIONS MANAGEMENT INT	08/26/2025	EFT	0.00	146,600.09	9100176
351230-26-09	Invoice	08/21/2025	UF- WTP OMI INVOICE-UF	0.00	146,600.09	
000862	O'REILLY AUTO PARTS	08/26/2025	EFT	0.00	43.18	9100177

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4489-240476	Invoice	08/15/2025	GF-WIPER BLADES-PARKS	0.00	43.18	
000931	R & L TIRES	08/26/2025	EFT	0.00	20.00	9100178
58510	Invoice	08/15/2025	GF-TIRE REPAIR-PARKS	0.00	20.00	
000999	SHAMROCK FOODS COMPANY	08/26/2025	EFT	0.00	4,234.84	9100179
34497220	Invoice	08/13/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	2,232.72	
34514309	Invoice	08/18/2025	GOLF-FOOD-PRO SHOP	0.00	91.05	
34514310	Invoice	08/18/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED,...	0.00	1,911.07	
003491	THALLE CONSTRUCTION CO INC	08/26/2025	EFT	0.00	565,798.08	9100180
11	Invoice	08/20/2025	UF-Force Main & Lift Station Construction-...	0.00	565,798.08	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	08/26/2025	EFT	0.00	106,936.33	9100181
259035639031	Invoice	09/01/2025	GF-HEALTH INSURANCE FOR SEPTEMBER ...	0.00	106,936.33	
002173	WATER TECHNOLOGY GROUP	08/26/2025	EFT	0.00	14,571.78	9100182
5630576	Invoice	08/20/2025	North Lift Station pump	0.00	14,571.78	
002158	WW BACKHOE & DOZER SERVICES INC	08/26/2025	EFT	0.00	1,925.00	9100183
27970	Invoice	08/06/2025	SST-2025 ON CALL GRADING SERVICES-SST	0.00	1,925.00	
001293	AMAZON.COM	09/02/2025	EFT	0.00	278.06	9100184
1RXK-DWNV-KN...	Invoice	08/05/2025	GF-SUPPLIES-PD	0.00	278.06	
002835	BRANDING BY BRE	09/02/2025	EFT	0.00	3,500.00	9100185
1361	Invoice	09/01/2025	GF-SOCIAL MEDIA COMMUNICATION-CTY ...	0.00	3,500.00	
002853	BUCKEYE CLEANING CENTER	09/02/2025	EFT	0.00	179.10	9100186
90694011	Invoice	08/16/2025	GF-PAPERTOWELS-FAC	0.00	70.70	
90694829	Invoice	08/19/2025	GF/CPR-JANITORIAL SUPPLIES-FAC/COMM...	0.00	108.40	
003417	DATA CENTER WAREHOUSE, LLC	09/02/2025	EFT	0.00	805.65	9100187
INV-002080	Invoice	08/25/2025	MDT's (5) - Remaining PW Vehicles	0.00	805.65	
002723	EAGLE ROCK COMPANY OF COLO	09/02/2025	EFT	0.00	708.84	9100188
14310530	Invoice	08/25/2025	GOLF-BEVERAGES-PRO SHOP	0.00	162.24	
14310531	Invoice	08/25/2025	GOLF-BEVERAGES-PRO SHOP	0.00	464.40	
14314147	Invoice	08/25/2025	GOLF-BEVERAGES-PRO SHOP	0.00	82.20	
003609	GENERATOR SOURCE LLC	09/02/2025	EFT	0.00	17,167.52	9100189
INV106215	Invoice	08/14/2025	UF-SERVICE ON N. LIFT STATION GENERA...	0.00	2,374.95	
INV106216	Invoice	08/14/2025	UF-SERVICE S LIFT STATION GENERATOR-...	0.00	2,474.13	
INV106254	Invoice	08/15/2025	UF-GENERATOR MAINTENANCE-WTP	0.00	5,092.67	
INV106299	Invoice	08/18/2025	UF-GENERATOR MAINTENANCE/REPAIR-...	0.00	3,536.57	
INV106455	Invoice	08/27/2025	UF-GENERATOR REPAIR/MAINTENANCE-...	0.00	3,689.20	
003486	LONGVIEW HEATING & AIR	09/02/2025	EFT	0.00	524.00	9100190
252456	Invoice	08/01/2025	GF-REPAIRS/MAINTENANCE-FAC	0.00	524.00	
000862	O'REILLY AUTO PARTS	09/02/2025	EFT	0.00	1,328.43	9100191
4489-217565	Credit Memo	08/01/2025	GOLF-CREDIT FOR CORE RETURN FROM M...	0.00	-10.00	
4489-23599	Invoice	08/11/2025	UF-AIR FILTER-W LINES	0.00	63.21	
4489-238053	Invoice	08/04/2025	UF/GF-FILTERS, CAPSULE-W LINES/S LINES/..	0.00	138.66	
4489-238447	Invoice	08/05/2025	GF-THERMOSTAT, OUTLET SEAL-STREETS	0.00	11.46	
4489-239599	Invoice	08/12/2025	GF/UF-OIL PRESS, SUPPLIES-W LINES, STR...	0.00	71.91	
4489-240052	Invoice	08/13/2025	GF-DEF-STREETS	0.00	9.99	
4489-240053	Invoice	08/13/2025	GF/UF-BLUEDEF-W LINES, S LINES, STREETS	0.00	378.00	
4489-240109	Invoice	08/13/2025	GF-GAUGE SET, PRESS SWITCH-STREETS	0.00	145.87	
4489-240208	Invoice	08/13/2025	GF-PARTS, SUPPLIES-PW SHOP	0.00	286.32	
4489-240474	Invoice	08/15/2025	UF-AIR FILTERS-S LINES	0.00	56.73	
4489-240527	Invoice	08/15/2025	GF-CABIN FILTER-STREETS	0.00	159.30	
4489-241648	Invoice	08/20/2025	GF-CLEAN WIPES-PW SHOP	0.00	16.98	
000931	R & L TIRES	09/02/2025	EFT	0.00	440.00	9100192

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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	
58352	Invoice	08/04/2025	GF-TIRE REPAIR-STREETS	0.00	30.00	
58480	Invoice	08/13/2025	GF-TIRE DISPOSAL FOR CLEAN UP DAYS-LE...	0.00	144.00	
58484	Invoice	08/13/2025	GF-TIRE DISPOSAL-LEGIS	0.00	116.00	
58486	Invoice	08/13/2025	GF-TIRE DISPOSAL FOR CLEAN UP DAYS-LE...	0.00	150.00	
000999	SHAMROCK FOODS COMPANY	09/02/2025	EFT	0.00	4,280.73	9100193
10299516	Credit Memo	08/24/2025	GOLF-CREDIT FOR RETURN-PRO SHOP	0.00	-93.63	
34527390	Invoice	08/21/2025	GOLF-PRE PACKAGED GOODS-PRO SHP	0.00	47.85	
34527391	Invoice	08/21/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	2,914.97	
34538339	Invoice	08/25/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	1,411.54	
001101	TODD HODGES DESIGN, LLC	09/02/2025	EFT	0.00	10,426.00	9100194
3714	Invoice	08/25/2025	GF-PLANNING SERVICES AUGUST 11-24, 2...	0.00	10,426.00	
000975	TRINITY SCS, INC	09/02/2025	EFT	0.00	435.80	9100195
18475-IN	Invoice	08/07/2025	GF-SUPPLIES-PW SHOP	0.00	435.80	
003398	UNIVERSITY AUTO PARTS	09/02/2025	EFT	0.00	75.38	9100196
243682	Invoice	08/07/2025	GF-PARTS, SUPPLIES-S LINES	0.00	59.39	
245584	Invoice	08/25/2025	GF-SOCKET-PW SHOP	0.00	15.99	
001153	VALLEY FIRE EXTINGUISHER	09/02/2025	EFT	0.00	570.00	9100197
168910	Invoice	08/06/2025	REC/GF-FIRE EXTINGUISHER MAINT/INSP-...	0.00	570.00	
001594	WILBUR-ELLIS COMPANY LLC	09/02/2025	EFT	0.00	4,587.70	9100198
17419119	Invoice	08/14/2025	GOLF-FERTILIZER-MAINT	0.00	3,987.70	
17434349	Invoice	08/22/2025	GOLF-CHEMICALS/FERTILIZER-MAINT	0.00	600.00	
002158	WW BACKHOE & DOZER SERVICES INC	09/02/2025	EFT	0.00	2,362.50	9100199
27980	Invoice	08/25/2025	SST-2025 ON CALL GRADING SERVICES-SST	0.00	2,362.50	
000119	BANK OF COLORADO	08/22/2025	Bank Draft	0.00	7,415.27	DFT0002641
INV0001812	Invoice	08/22/2025	HSA DISTRIBUTION	0.00	7,415.27	
000119	BANK OF COLORADO	08/22/2025	Bank Draft	0.00	979.16	DFT0002642
INV0001813	Invoice	08/22/2025	HSA DISTRIBUTION	0.00	979.16	
001416	VALIC_1	08/22/2025	Bank Draft	0.00	47,894.88	DFT0002643
INV0001814	Invoice	08/22/2025	VALIC - 457(b) \$ Contributions	0.00	47,894.88	
001265	IRS	08/22/2025	Bank Draft	0.00	96,281.14	DFT0002644
INV0001818	Invoice	08/22/2025	Federal Withholding	0.00	96,281.14	
001418	CO DEPARTMENT OF REVENUE	08/22/2025	Bank Draft	0.00	16,007.00	DFT0002645
INV0001819	Invoice	08/22/2025	CO Withholding	0.00	16,007.00	
001416	VALIC_1	08/20/2025	Bank Draft	0.00	138.42	DFT0002646
INV0001820	Invoice	08/20/2025	VALIC - Regular Plan Retirement Contribut...	0.00	138.42	
001265	IRS	08/20/2025	Bank Draft	0.00	235.30	DFT0002647
INV0001821	Invoice	08/20/2025	Federal Withholding	0.00	235.30	
001418	CO DEPARTMENT OF REVENUE	08/20/2025	Bank Draft	0.00	48.00	DFT0002648

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	
INV0001822	Invoice	08/20/2025	CO Withholding	0.00	48.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	125	104	0.00	377,813.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	168,999.17
EFT's	84	34	0.00	1,104,517.70
	217	146	0.00	1,651,330.07

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	125	104	0.00	377,813.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	168,999.17
EFT's	84	34	0.00	1,104,517.70
	217	146	0.00	1,651,330.07

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	8/2025	1,336,269.23
999	POOLED CASH/CONSOLIDATED CASH	9/2025	315,060.84
			1,651,330.07

PROCLAMATION

- WHEREAS,** suicide can affect anyone, regardless of age, gender, race, orientation, income level, or background; and
- WHEREAS,** over 49,000 deaths annually are attributed to suicide; with suicide rates in Colorado ranking 6th nationally, and 67 Weld County lives lost to suicide in 2024; and
- WHEREAS,** through the collaborative efforts of North Range Behavioral Health, Suicide Education and Support Services (SESS), Imagine Zero of Weld County, and others, support is available; and
- WHEREAS,** September is recognized as National Suicide Awareness and Prevention Month with the goal of challenging stigma around mental health and promoting awareness around suicide prevention; and
- WHEREAS,** helping others feel seen, valued, and supported is one of the most important things we can do to prevent suicide. We encourage all residents to learn how to talk about mental health, become familiar with national and local suicide prevention resources, and check in on your family, friends, and neighbors.

NOW, THEREFORE, I, Mayor Zo Hubbard, do hereby proclaim September 2025 as

Suicide Awareness and Prevention Month

in the city of Fort Lupton and call upon the citizens, government agencies, public and private institutions, businesses, and schools to commit to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all.

Signed the _____ day of September 2025 by

[Suicide Data and Statistics](#) | [Suicide](#) | [CDC](#)

[Workbook: COVDRS Suicide Dashboard All Years Excludes Race \(state.co.us\)](#)

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 19, 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, August 19, 2025. Mayor Pro Tem Chris Ceretto called the meeting to order at 6:00 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Councilmembers, Claud Hanes, Michael Sanchez and Bruce Fitzgerald. Councilmember David Crespín appeared remotely. Mayor Hubbard and Councilmember Valerie Blackston were absent.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus and Chief of Police, William Carnes.

PERSONS TO ADDRESS COUNCIL

Justin Ralston, Superintendent of Weld Re-8, provided Council with an update regarding school being back in session, the districts communication plan, and thanked the City and Police Department for their partnership on National Night Out. He also mentioned that he is still doing his listening sessions and has about 10 sessions left, in case anyone was interested in attending. He also announced that they would be conducting safety meetings with the school resource officers for the 1st time. They will be hosting meetings at every building and they are open to all parents. Mr. Ralston is excited to be participating in Trapper Days for the first time and thanked Council again for the warm welcome.

Andy Seed with McDermott Properties, stated they are working on a new 57-unit affordable senior project in Vincent Village. He stated they submitted to CHFA in February 2025. However, they were not approved. They will be resubmitting to CHFA in February 2026. They are very proud of the project and look forward to becoming a part of the community. They hope they will also be able to do some modular development in Fort Lupton. Mr. Seed stated he wanted to be more involved in the community and introduce himself and the company.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the August 19, 2025, payables; there were no questions or comments from the Mayor or Council.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 19, 2025**

CONSENT AGENDA

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

- August 5, 2025 City Council Meeting Minutes
- Approving the Budget Reallocation of \$200,000.00 from the Police Department Salaries & Wages to Police Department Overtime (AM 2025-108)
- Approving the Implementation of a Temporary Over-Time Shift Focused on Traffic Enforcement (AM 2025-109)
- Future Implementation and Review of the Take Home Car Program (AM 2025-110)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2025-111 Authorize Work Order to Jacobs Engineering for Maximum Not to Exceed \$36,274.50 for Professional Engineering Services for Engineering Design Services for the Water Treatment Plant Sampling Station Project from The Utility Fund.

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

The City needs professional engineering and permitting for the City's WTP. Metro Water Recovery (METRO) has issued the City a Wastewater Discharge Permit to discharge water treatment filter back wash flows to the sanitary sewer. The permit requires the City to construct a meter and sampling facility at the WTP to sample and record data to monitor compliance with the industrial permit. The preliminary engineering report is due to METRO December 31, 2025 in accordance with the compliance schedule.

Jacobs can begin work upon execution of the work order

It was moved by Claud Hanes and seconded by Michael Sanchez Authorize Work Order to Jacobs Engineering for Maximum Not to Exceed \$36,274.50 for Professional Engineering Services for Engineering Design Services for the Water Treatment Plant Sampling Station Project from The Utility Fund. Motion passed unanimously on roll call vote.

STAFF REPORTS

Leann Perino, Finance Director, stated the new Utility Billing Clerk, Juan Lujan, will be starting

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 19, 2025**

on Monday August 28, 2025.

MAYOR/COUNCIL REPORTS

No reports from the Council.

FUTURE CITY EVENTS

September 5, 2025 - Tomato Festival Street Dance, 4th & Denver Ave., 6:00 p.m. - 8:00 p.m.

September 6, 2025 - Tomato Festival Pancake Breakfast, Parade, and City Tour and Activities, 7:00 a.m. - 3:00 p.m.

UPCOMING MEETINGS

August 26, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

September 2, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

September 9, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

September 16, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00p.m.

ADJOURNMENT

The meeting adjourned at 6:11 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

ORDINANCE NO. 2025-1188

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON APPROVING THE SUBMISSION OF A BALLOT ISSUE TO EXTEND UNTIL JANUARY 1, 2047, THE ONE PERCENT (1%) SALES AND USE TAX FOR THE WATER ACQUISITION AND IMPROVEMENT FUND, SCHEDULED TO EXPIRE JANUARY 1, 2027 WITH RESTRICTIONS ON THE USE OF THE REVENUE FROM THE TAX

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 5th day of August 2025.

PUBLISHED in the Fort Lupton Press the 14th day of August 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this 2nd day of September 2025.

PUBLISHED in the Fort Lupton Press the 11TH day of September 2025.

EFFECTIVE (after publication) the 2nd day of September 2025.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY OF FORT LUPTON

BALLOT ISSUE

WITHOUT INCREASING ANY TAX RATE OR IMPOSING ANY NEW TAX, SHALL THE CITY OF FORT LUPTON SALES AND USE TAX OF 1% DEDICATED TO WATER PURPOSES FOR THE WATER ACQUISITION AND IMPROVEMENT FUND, APPROVED BY THE VOTERS IN 1991 AND EXTENDED IN 2005, WHICH IS SCHEDULED TO EXPIRE ON JANUARY 1, 2027, BE EXTENDED TO JANUARY 1, 2047, AND SHALL THIS FUND BE USED SOLELY FOR THE PURPOSE OF ACQUIRING, CONVEYING AND TREATING WATER, AND FOR THE CONSTRUCTION OF INFRASTRUCTURE, IMPROVEMENTS, AND PAYMENT OF ANY RELATED DEBT; SHALL APPLICABLE PROVISIONS OF THE CITY CODE BE AMENDED BY ORDINANCE OF THE CITY COUNCIL CONSISTENT WITH THIS BALLOT ISSUE AND SHALL SUCH TAX REVENUES AND ANY INTEREST THEREON BE COLLECTED AND SPENT AS A VOTER APPROVED REVENUE CHANGE AND NOTWITHSTANDING ANY REVENUE EXPENDITURE LIMIT CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Youth Advisory Committee for a Term Beginning August 1, 2025 and Ending August 31, 2026.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Youth Committee was established in 2024 to allow for youth leadership by volunteering and engaging with the community. The City has received applications from two (2) candidates wishing to serve on the committee. All candidates have met the requirements to serve on the committee and shall serve from August 1, 2025 to August 31, 2026.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

1. Approve the Resolution.
2. Deny the Resolution and continue to solicit for applications through announcements on the City of Fort Lupton's webpage and social media accounts.

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution with Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2025R

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE YOUTH ADVISORY COMMITTEE FOR A TERM BEGINNING AUGUST 1 2025, AND ENDING AUGUST 31, 2026 AND DESIGNATING THE CITY LIAISONS AND EX-OFFICIO FOR THE COMMITTEE

WHEREAS, the Youth Committee was established in 2024 to allow for youth leadership by volunteering and engaging with the community; and

WHEREAS, the Committee has the broad authority to study and research any and all youth activity matter within the City; and

WHEREAS, the Committee shall discuss and decide on various volunteer activities/events to participate in and/or organize throughout the community; and

WHEREAS, the Committee may present Youth and Teen Activities and engagement information to schools, organizations and committees if requested; and

WHEREAS, Youth Committee applicants must be enrolled in grades 6-12. The term shall be from August to August of each year.

WHEREAS, the City has received applications from two (2) candidates wishing to serve on the committee; and

WHEREAS, all applications have been considered by the Mayor; and

WHEREAS, all candidates have met the requirements to serve on the committee.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the Youth Advisory Committees for a term beginning August 1, 2025 and ending August 31, 2026 and designating the City Liaisons and Ex-Officio for the Committee.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 2ND DAY OF SEPTEMBER.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"

YOUTH ADVISORY COMMITTEE		
Name	Term	Position
Peyton Johnson	8/1/2025 – 8/31/2026	
Sofia Reyes	8/1/2025 – 8/31/2026	
Julie Holm		City Liaison
Valerie Blackston		Ex-Officio



SUBJECT FOR DISCUSSION

Approve Purchase Order with Badger Meter for New Water Meters and Endpoints for an Amount Not to Exceed \$100,000.00 from 2025 Utility Fund - Water Line Repairs Replacement Meters

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City's meter replacement project is nearly complete. The Public Works staff has approximately 360 meter replacements to complete.

PW in house replacements 360- ¾" / 1 – 12"

All replacements should be done by November 2025.

FINANCIAL CONSIDERATIONS

The Utility Fund - Water Line Repairs (400-5000-520901) contains budget of \$200,000 to account for the Replacement Meters which has been expended. An additional appropriation will be required.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve purchase order with Badger Meter
- Do not Approve purchase order
- Do nothing

STAFF RECOMMENDATIONS

Staff recommends approving purchase order with Badger Meter for not to exceed \$100,000.00 for water meters and endpoints purchase from the Utility Fund.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Award the County Road 18 Mill & Overlay Project to Top-Notch Pavement Solutions LLC for an Amount Not to Exceed \$151,158.30, Allocated from the Street Sales Tax Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

County Road 18 just west of Highway 85 has had deep ruts and potholes that are in dire need of fixing. The current project to be done includes approximately 3,500 sq yd of surface to be milled with a new surface overlay added. This contract is not to exceed \$151,158.30 and comes from the Street Sales Tax Fund.

FINANCIAL CONSIDERATIONS

The 2025 Street Sales Tax Fund includes:

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

Although the portions of the Asphalt Patch & Seal budget are earmarked for previous projects, it is staff's belief that there will still be over \$400,000.00 left over after those projects are completed, thus, there will be plenty of budget left over to complete the County Road 18 Mill & Overlay project.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Award project to Top Notch Pavement Solutions LLC
- B. Award project to another bidder
- C. Re-bid project

STAFF RECOMMENDATIONS

Staff recommends awarding the CR 18 Mill & Overlay Project to Top-Notch Pavement Solutions LLC for not to exceed \$151,158.30 from the Street Sales Tax Fund.

- Attachments:**
- a. Bid Tabulation
 - b. Agreement
 - c. Notice of Award

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Construction Agreement

This **Public Works Agreement**, hereinafter "Agreement," is entered into by and between the City of Fort Lupton, Colorado, hereinafter "City," and Top Notch Pavement Solutions., hereinafter "Contractor."

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

1. Scope of Work

The Contractor shall furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated into and for a permanent part of the completed Work. The Contractor shall provide and perform all necessary labor in a first class and workmanlike manner in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions and conditions of the Contract Documents. The Contractor shall perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work included in this Scope of Work and the Bid Documents set forth and incorporated hereinbelow.

2. Contract Documents

The executed Contract Documents comprise the following:

- A.** The Executed Agreement;
- B.** Addenda (if any);
- C.** Advertisement for Bids;
- D.** Invitation for Bids;
- E.** Instructions to Bidders;
- F.** Proposed Subcontractors;
- G.** Non-Collusion Affidavit;
- H.** Bid, Performance, and Payment Bonds;
- I.** Proposal;
- J.** Bid Form;
- K.** Conditions of Contract;
- L.** Special Conditions of Contract;

- M.** City of Fort Lupton, Colorado *Standards and Specifications for the Construction of Public Improvements*, latest edition;
- N.** The Colorado Department of Transportation *2017 Standard Specifications for Road and Bridge Construction*;
- O.** Certificates of Insurance; and
- P.** Plans (Drawings).

This Agreement, together with the other Documents enumerated above, which said other Documents are as fully a part of the Agreement as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Agreement conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

3. Time for Completion

The Contractor agrees to commence work upon execution of this Agreement and to substantially complete all work within 28 calendar days.

4. 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 Sum. 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 will be issued by the City unless the City notifies the Contractor, in writing, that lawful appropriations to cover the costs of the Additional Work have been made.

5. Contract Amount

The City will pay to the Contractor for the performance and completion of the Work encompassed by this Agreement, and the Contractor shall accept as full compensation therefore the Amount of **One Hundred Fifty-One Thousand, One Hundred Fifty-Eight DOLLARS and Thirty CENTS, \$151,158.30**, subject to the City's confirmation of the completion of the Scope of Work in accordance with the Contract Documents attached hereto. The said Amount to be paid upon the City's inspection and acceptance of the Work, at the City's sole discretion, including the Contractor's completion of any punch-list items as determined by the City and the execution of any releases by the Contractor deemed necessary by the City.

6. Contractor Payments

The Contractor shall, at no more than or less than monthly intervals on a Date to be agreed by the City and the Contractor, submit Application for Payment requests to the City.

- A. The Application for Payment shall clearly identify and provide such detail for which the Engineer and the Contractor shall agree to describe the Work completed by the Contractor up to the Date of the Application for Payment.
- B. The City will deduct and retain an amount equal to ten percent (10%) of the Application for Payment's Amount. The retained amounts shall be paid upon Final Acceptance of the work.
- C. The City will endeavor to effect the Progress Payments to the Contractor no later than thirty (30) calendar days after the Date the Application for Payment is received by the City.
- D. The Contractor shall charge Past Due Accounts an interest rate of two percent (2%) per month on any unpaid balance.

7. Warranty

All warranties for Work performed by the Contractor, repairs to be made or service calls required to be attended to by the Contractor shall be two (2) years. The Contractor shall notify the City when the Scope of Work is Completed and the City will confirm Completion of the Work, at the City's sole discretion. Once the Scope of Work is confirmed by the City as being completed, the Notice of Commencement of Warranty attached hereto and incorporated herein will be tendered by the City. The Warranty Period shall only commence upon the execution and tendering of the Notice of Commencement of Warranty to the Contractor by the City and said Warranty shall continue for the Warranty Period.

8. Amendment / No Assignment

No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

9. Complete Agreement

This Agreement, and the documents attached hereto, 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.

10. Severability

In the event that 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 is governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed

in the Weld County District Court after first attempting in good faith to submit the dispute to mediation. The submission of any dispute to mediation shall be a condition precedent to the filing of litigation in this matter, other than the request for injunctive relief.

12. OSHA Requirements

The Contractor agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide employees with adequate orientation and training to safely perform the Scope of Work set forth in this Agreement. The Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. The Contractor acknowledges and agrees that with respect to the Scope of Work under this contract, it shall comply with all obligations and assume all responsibilities imposed upon the “Controlling Contractor” as such term is defined and construed under all of OSHA’s 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 C.R.S. § 24-10-101 et seq., *Colorado Governmental Immunity Act*, 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

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

15. Indemnification by Contractor

The Contractor shall defend, indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of the Contractor or its subcontractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

16. Force Majeure

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

17. Approval Required

This Agreement is subject to the final approval of the Fort Lupton, Colorado, City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS _____ DAY OF _____, 2025

CITY OF FORT LUPTON, COLORADO

By: **Zo Hubbard**

Title: **Mayor**

TOP NOTCH PAVEMENT SOLUTIONS

By: _____

Title: _____



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Top Notch Pavement Solutions LLC

Date: **September 5, 2025**

PO Box 1282
Brighton, CO 80601

Attention: Mike Medved

**Subject: City of Fort Lupton, Colorado
CR 18 Mill & Overlay Project**

Notice of Award

The City of Fort Lupton, Colorado, has considered the Proposal submitted by you for the above described work in response to the Invitation for Bids dated **July 25, 2025**, and the Instructions to Bidders.

You are hereby notified that your revised Proposal has been accepted for the work in the amount or amounts shown on your Proposal.

You are required by the Instructions to Bidders to execute the Public Works Agreement and furnish the Performance Bond, the Payment Bond, Insurance Certificates, and other required documentation no later than ten (10) calendar days from the date of this notice.

If you fail to execute the said Public Works Agreement and to furnish the said Bonds no later than seven (7) calendar days from the date of this Notice of Award, the City of Fort Lupton, Colorado, will be entitled to consider all your rights arising out of the City of Fort Lupton, Colorado's acceptance of your Proposal as abandoned and as a forfeiture of your Proposal security as liquidated damages, but not as a penalty, for the delay and extra work caused thereby and also to compensate the City of Fort Lupton, Colorado, for the difference between your Proposal and the next lowest Bid. The City of Fort Lupton, Colorado, will be entitled to such other rights as may be granted by Colorado law.

You are required to return an acknowledged copy of this Notice of Award to the City of Fort Lupton, Colorado.

The insurance certificates required for this project shall be sent to City of Fort Lupton, Attention: Chris Cross, 130 South McKinley Avenue, Fort Lupton, Colorado 80621.

CITY OF FORT LUPTON, COLORADO

By: Zo Hubbard
Title: Mayor
Address: 130 South McKinley Avenue
Fort Lupton, Colorado 80621
Telephone: (303) 857-6694

Acceptance of Notice of Award

Receipt of the above Notice to Proceed is hereby acknowledged:

this the _____ day of _____, 2025.

Top Notch Pavement Solutions LLC

By: _____
Title: _____
Telephone: _____



SUBJECT FOR DISCUSSION

Authorize the Mayor to Execute an Agreement for the Purchase of Windy Gap Units from Platte River Power Authority for \$9,700,000.04, Allocated from the Utility Fund's Cash in Lieu Funds and from the Water Sales Tax Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Platte River Power Authority (PRPA) held a bid process to sale 3 units of its Windy Gap water. The City of Fort Lupton was able to buy 2 of the 3 units via the bid process. The City currently owns 13 units that it purchased from the City of Greeley in 2005 (3 Units) and PRPA in 2017 (10 Units). This additional water will help keep our water portfolio secure for the citizens and businesses.

The wholly consumable effluent resulting from use of Windy Gap Units can be used to augment additional well pumping by the City of Fort Lupton. The well pumping can be related to non-potable use and also potentially provide a future potable water source if well water is blended with high quality water or treated using advanced treatment methods. The wholly consumable effluent is an added value that is not possible with CBT water.

FINANCIAL CONSIDERATIONS

The total of \$9,700,000.04 for the Windy Gap Units will be paid for out of the Utility Fund's Cash in lieu funds (\$5M) and from the water sales tax fund (\$4.7M).

LEGAL/POLITICAL CONSIDERATIONS

The Water and City attorney have reviewed the agreement.

ALTERNATIVES/OPTIONS

Choose to only purchase one of the units
Choose to not purchase any of the units

STAFF RECOMMENDATIONS

Staff recommends approving the AM to purchase the 2 units of Windy Gap water.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Submission of the Participation and Release Form in the New National Opioids Settlement with Secondary Manufacturers

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On November 2, 2021 City Council approved AM 2021-181 to Participate in the Opioid Settlement with the State of Colorado. The Colorado Opioid Settlement Tracker (COST) has been set up and will be the program to help organize the opt-in or opt-out process. The City is proceeding with the Opt-out of direct funding option. It will join the regions resource group to maximize funding potential and limit staff requirements for tracking of funds.

Colorado has reached settlements with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants").

In order for Colorado to maximize its share of the settlement proceeds, these opioid settlements (like prior opioid settlements) require that Colorado's Local Governments participate in the settlements by releasing their opioid-related legal claims against the settling Defendants. Fort Lupton cannot receive funds from any opioid settlement it does not join. Staff will process the documents to send to the regional group similar to the prior round.

Importantly, the terms of the Colorado Opioid Memorandum of Understanding ("Colorado MOU"), which governs the distribution of opioid settlement funds in Colorado, will also apply to the recent opioid settlements. FORT LUPTON has already signed the Colorado MOU and does not need to re-sign it to participate in the recent opioid settlements.

FINANCIAL CONSIDERATIONS

This will have all reporting requirements for funding ran through the Regions group and not through the city finance department.

LEGAL/POLITICAL CONSIDERATIONS

City Attorney has reviewed.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date